



~~Institutions Code Section 10609.4:~~

~~NOW, THEREFORE, IT IS MUTUALLY~~ ACCORDINGLY, THE PARTIES AGREED

AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, ~~2017~~2020, and terminate on June 30, ~~2020~~2021, unless earlier terminated pursuant to the provisions of Paragraph ~~43~~42 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~~20.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

1           4.     DESCRIPTION OF SERVICES

2           4.1     CONTRACTOR agrees to provide those services, facilities, equipment, and  
3 supplies, as described in the Exhibit A to the Agreement between County of Orange and  
4 Orangewood Foundation, for the Provision of Independent Living Program Services, attached  
5 hereto and incorporated herein by reference. CONTRACTOR shall operate continuously  
6 throughout the term of this Agreement with the number and type of staff described and as required  
7 for provision of services hereunder.

8           4.2     Subject to thirty (30) days advance written notice, ADMINISTRATOR may require  
9 changes in staffing allocations to reflect current workload demands or service needs as long as  
10 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

11          4.3     Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
12 staff to attend an orientation session and subsequent training sessions given by COUNTY.

13          5.     LICENSES AND STANDARDS

14          5.1     CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of  
15 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
16 necessary licenses and permits required by the laws of the United States, State of California  
17 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
18 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
19 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
20 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
21 such laws and licensure requirements, including, without limitation, compliance with laws  
22 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
23 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
24 becoming expired, inactive, etc.).

25          5.2     In the performance of this Agreement, CONTRACTOR shall comply with all  
26 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code  
27 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform  
28 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and

1 all applicable laws and regulations of the United States, State of California, County of Orange, and  
2 County of Orange Social Services Agency, and all administrative regulations, rules, and policies  
3 adopted thereunder, as each and all may now exist or be hereafter amended.

4 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,  
5 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
6 federal financial assistance programs and/or activities.

7 5.3 CONTRACTOR shall cooperate with the California Department of Social Services  
8 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect  
9 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY  
10 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

## 11 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

### 12 6.1 Delegation and Assignment

13 6.1.1 In the performance of this Agreement, CONTRACTOR may neither  
14 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
15 written consent of COUNTY. Any attempted delegation or assignment without prior written  
16 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
17 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
18 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
19 benefits under the terms of this Agreement requiring COUNTY approval.

20 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
21 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
22 for the provision of services under the Agreement.

### 23 6.2 Change of Ownership

24 CONTRACTOR agrees that if there is a change or transfer in ownership of  
25 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an  
26 assignment of the Agreement, the new owners shall be required, under the terms of sale or other  
27 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this  
28 Agreement and complete them to the satisfaction of COUNTY.

1           7.     SUBCONTRACTS

2           7.1     CONTRACTOR shall not subcontract for services under this Agreement without  
3 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
4 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
5 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be  
6 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
7 ADMINISTRATOR may require.

8                     7.1.1   Subcontracts of \$50,000 or less

9                     7.1.1.1   CONTRACTOR shall develop a standard form Purchase Order,  
10 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services  
11 by CONTRACTOR when the cumulative total cost of the services to be provided by any  
12 organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this  
13 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of  
14 providing services or the usual and customary charges established by the organization(s) providing  
15 the services.

16                     7.1.2   Subcontracts in excess of \$50,000

17                     7.1.2.1   CONTRACTOR shall develop and submit for approval to  
18 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which  
19 the total cumulative cost of services provided by any single organization is anticipated to exceed  
20 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed  
21 procurement system shall take into consideration such factors as: degree of price competition;  
22 pricing policies and techniques; experience and quality of service; methods of evaluating  
23 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,  
24 award, and post-award management of subcontracts, including internal audit procedures and  
25 monitoring of subcontractor's performance until completion of services.

26                     7.1.2.2   Upon ADMINISTRATOR's approval of CONTRACTOR's  
27 proposed procurement system, CONTRACTOR shall comply with such procurement system in  
28 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the

1 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written  
2 consent prior to entering into a subcontract with any organization when the total cumulative cost  
3 of services to be provided by that organization is anticipated to exceed fifty thousand dollars  
4 (\$50,000) during the term of this Agreement.

5 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and  
6 maintain accurate and complete financial records related to services provided under the terms of  
7 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to  
8 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or  
9 until any pending audit is completed.

10 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

11 8.1 Form of Business Organization

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

15 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,  
16 partnership, corporation, etc.

17 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way  
18 of ownership or otherwise, to any parent organization or individual.

19 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any  
20 subsidiary business organization or to any individual who may be providing services, supplies,  
21 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR  
22 under this Agreement.

23 8.2 Change in Form of Business Organization

24 If, during the term of this Agreement, the form of CONTRACTOR's business  
25 organization changes, or the ownership of CONTRACTOR changes, or when changes occur  
26 between CONTRACTOR and other businesses that could impact services provided through this  
27 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such  
28 changes. A change in the form of business organization may, at COUNTY's sole discretion, be



1 treated as an attempted assignment of rights or delegation of duties of this Agreement.

2 8.3 Name Change

3 CONTRACTOR must notify COUNTY, in writing, of any change in  
4 CONTRACTOR's status with respect to name changes that do not require an assignment of the  
5 Agreement. While CONTRACTOR is required to provide name change information without  
6 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its  
7 status upon request by COUNTY.

8 9. NON-DISCRIMINATION

9 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not  
10 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of  
11 services or benefits, assignment of accommodations, treatment, evaluation, employment of  
12 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
13 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
14 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
15 status, or any other protected group, in accordance with the requirements of all applicable federal  
16 or State laws.

17 9.2 CONTRACTOR shall furnish any and all information requested by  
18 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
19 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
20 9 et seq.

21 9.3 Non-Discrimination in Employment

22 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
23 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
24 Department of Labor regulations (Title 41 CFR Part 60).

25 9.3.2 All solicitations or advertisements for employees placed by or on behalf of  
26 CONTRACTOR shall state that all qualified applicants will receive consideration for employment  
27 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
28 disability, medical condition, genetic information, marital status, sex, gender, gender identity,

1 gender expression, age, sexual orientation, military and veteran status, or any other protected  
2 group, in accordance with the requirements of all applicable federal or State laws. Notices  
3 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place  
4 for employees and job applicants.

5 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a  
6 formal discrimination complaint to:

7 California Department of Fair Employment

8 2218 Kausen Drive, Suite 100

9 Elk Grove, CA 95758

10 Telephone: (800) 884-1684

11 (800) 700-2320 (TTY)

12 9.4 Non-Discrimination in Service Delivery

13 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights  
14 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age  
15 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in  
16 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as  
17 amended; California Civil Code Section 51 et seq., as amended; California Government Code  
18 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
19 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the  
20 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the  
21 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State  
22 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title  
23 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
24 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter  
25 amended. CONTRACTOR shall not implement any administrative methods or procedures which  
26 would have a discriminatory effect or which would violate the CDSS Manual of Policies and  
27 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph,  
28 CDSS shall have the 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 issue may be  
2 referred to the appropriate federal agency for further compliance action and enforcement of  
3 Subparagraph 9.4 et seq.

4 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal  
5 complaint any and all information as appropriate:

6 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"  
7 (PUB 13)

8 9.4.2.2 Discrimination Complaint Form

9 9.4.2.3 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 9.4.3 The following websites provide Civil Rights information, publications  
28 and/or forms:

1 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>  
2 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

3 9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->  
4 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*  
5 *Programs*)

6 9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>  
7 (*SSA Contractor and Vendor Compliance page*)

8 10. NOTICES

9 10.1 All notices, requests, claims, correspondence, reports, statements authorized or  
10 required by this Agreement, and/or other communications shall be addressed as follows:

11 COUNTY: County of Orange Social Services Agency  
12 Contracts and Procurement Services  
13 500 N. State College Blvd, Suite 100  
14 Orange, CA 92868

15  
16 CONTRACTOR: Orangewood Foundation  
17 1575 East 17<sup>th</sup> Street  
18 Santa Ana, CA 92705

19 10.2 All notices shall be deemed effective when in writing and deposited in the United  
20 States mail, first class, postage prepaid and addressed as above. Any communications, including  
21 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this  
22 Agreement addressed in any other fashion shall be deemed not given. The parties each may  
23 designate by written notice from time to time, in the manner aforesaid, any change in the address  
24 to which notices must be sent.

25 11. NOTICE OF DELAYS

26 Except as otherwise provided under this Agreement, when either party has knowledge that  
27 any actual or potential situation is delaying or threatens to delay the timely performance of this  
28 Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant

1 information with respect thereto, to the other party.

2 12. INDEMNIFICATION

3 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by  
4 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and  
5 their elected and appointed officials, officers, employees, agents, and those special districts and  
6 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY  
7 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,  
8 including, but not limited to, personal injury or property damage arising from or related to the  
9 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.  
10 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
11 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
12 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
13 Neither party shall request a jury apportionment.

14 13. INSURANCE

15 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to  
16 purchase all required insurance at CONTRACTOR's expense, including all endorsements required  
17 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been  
18 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance  
19 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.  
20 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this  
21 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
22 CONTRACTOR.

23 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
24 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance  
25 as an Additional Insured or maintain insurance subject to the same terms and conditions as set  
26 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if  
27 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR  
28 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance

1 requirements to every subcontractor and to receive proof of insurance prior to allowing any  
2 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR  
3 through the entirety of this Agreement for inspection by COUNTY representative(s) at any  
4 reasonable time.

5 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of  
6 Insurance. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically  
7 be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's  
8 current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in  
9 addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees  
10 to all of the following:

11 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against  
12 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
13 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
14 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
15 same; and

16 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
17 irrespective of any duty to indemnify or hold harmless; and

18 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any  
19 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
20 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
21 insured.

22 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full  
23 term of this Agreement, COUNTY may terminate this Agreement.

24 13.5 Qualified Insurer

25 13.5.1 The policy or policies of insurance must be issued by an insurer with a  
26 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as  
27 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United  
28 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business

1 in the state of California (California Admitted Carrier).

2 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
3 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
4 the company's performance and financial ratings.

5 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide  
6 the minimum limits and coverage as set forth below:

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

19 13.8 Required Coverage Forms

20 13.8.1 Commercial General Liability coverage shall be written on Insurance  
21 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as  
22 broad.

23 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,  
24 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

25 13.9 Required Endorsements

26 13.9.1 Commercial General Liability policy shall contain the following  
27 endorsements, which shall accompany the Certificate of Insurance:

28 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26

1 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,  
2 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will  
3 state AS REQUIRED BY WRITTEN CONTRACT.

4 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20  
5 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and  
6 any insurance or self-insurance maintained by the County of Orange shall be excess and non-  
7 contributing.

8 13.9.2 The Network Security and Privacy Liability policy shall contain the  
9 following endorsements which shall accompany the Certificate of Insurance.

10 13.9.2.1 An Additional Insured endorsement naming the County of  
11 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds  
12 for its vicarious liability.

13 13.9.2.2 A primary and non-contributing endorsement evidencing that  
14 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the  
15 County of Orange shall be excess and non-contributing.

16 13.10 The Workers' Compensation policy shall contain a waiver of subrogation  
17 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
18 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
19 AS REQUIRED BY WRITTEN CONTRACT.

20 13.11 All insurance policies required by this Agreement shall waive all rights of  
21 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
22 employees when acting within the scope of their appointment or employment.

23 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any  
24 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the  
25 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute  
26 a material breach of the contract, upon which the COUNTY may suspend or terminate this  
27 Agreement.

28 13.13 If CONTRACTOR's Professional Liability and Network Security & Privacy



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

4 13.14 The Commercial General Liability policy shall contain a severability of interests  
5 clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

6 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in  
7 Paragraph 10 of this Agreement.

8 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements  
9 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,  
10 award may be made to the next qualified proponent.

11 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or  
12 decrease insurance of any of the above insurance types throughout the term of this Agreement.  
13 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
14 appropriate to adequately protect COUNTY.

15 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance  
16 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance  
17 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of  
18 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and  
19 COUNTY shall be entitled to all legal remedies.

20 13.19 The procuring of such required policy or policies of insurance shall not be construed  
21 to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and  
22 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits  
23 available from the insurer.

24 14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

27 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
28 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance

1 under this Agreement. While CONTRACTOR is required to provide this information without  
2 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
3 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

4 14.2 Any accident or incident relating to services performed under this Agreement that  
5 involves injury or property damage which may result in the filing of a claim or lawsuit against  
6 CONTRACTOR and/or COUNTY.

7 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or  
8 relating to services performed by CONTRACTOR under this Agreement.

9 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

10 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of  
11 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
12 Agreement.

13 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
14 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
15 of service location or jurisdiction.

16 15. CONFLICT OF INTEREST

17 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions  
18 or conditions that could result in a conflict with COUNTY interests. In addition to the  
19 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and  
20 subcontractors associated with the provision of goods and services provided under this Agreement.  
21 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and  
22 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,  
23 entertainment, payments, loans, or other considerations which could be deemed to influence or  
24 appear to influence COUNTY staff or elected officers in the performance of their duties.

25 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
26 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
27 Agreement performance. While CONTRACTOR will be required to provide this information  
28 without prompting from COUNTY any time there is a change regarding conflict of interest,

1 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

2 16. ANTI-PROSELYTISM PROVISION

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

7 17. SUPPLANTING GOVERNMENT FUNDS

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

16 18. EQUIPMENT

17 18.1 All items purchased with funds provided under this Agreement, or which are  
18 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand  
19 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital  
20 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital  
21 Equipment is limited to the performance of this Agreement. Upon the termination of this  
22 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to  
23 COUNTY or its representatives, or dispose of them in accordance with the directions of  
24 ADMINISTRATOR.

25 CONTRACTOR further agrees to the following:

26 18.1.1 To maintain all items of Capital Equipment in good working order and  
27 condition, normal wear and tear excepted.

28 18.1.2 To label all items of Capital Equipment, do periodic inventories as required

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

4 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,  
5 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement  
6 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

7 18.1.4 To purchase a policy or policies of insurance covering loss or damage to  
8 any and all Capital Equipment purchased under this Agreement, in the amount of the full  
9 replacement value thereof, providing protection against the classification of fire, extended  
10 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the  
11 parties' interests as they appear.

12 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in  
13 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the  
14 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's  
15 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for  
16 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if  
17 prior written approval has not been obtained from ADMINISTRATOR.

### 18 18.3 Computer Equipment

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

## 22 19. BREACH SANCTIONS

23 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or  
24 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
25 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
26 available at law, in equity, or otherwise specified in this Agreement:

27 19.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
28 which period shall be established by ADMINISTRATOR; and/or

1 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period  
 2 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;  
 3 and/or

4 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
 5 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

6 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
 7 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

8 20. PAYMENTS

9 20.1 Maximum Contractual Obligation:

10 The maximum obligation of COUNTY under this Agreement shall not exceed the  
 11 amount of ~~\$1,196,622; the amount of \$398,874 for July 1, 2017 through June 30, 2018; the amount~~  
 12 ~~of \$398,874 for July 1, 2018 through June 30, 2019; and the amount of \$398,874 for July 1, 2019~~  
 13 ~~through June 30, 2020~~, or actual allowable costs, whichever is less.

14 20.2 Allowable Costs and Usage:

15 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly  
 16 in arrears, ~~listed above~~, for actual allowable costs incurred and paid by CONTRACTOR pursuant  
 17 to this Agreement, as defined in Title 2 CFR, Part 230200, or as approved by ADMINISTRATOR.  
 18 However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable  
 19 costs that will be incurred by CONTRACTOR for June ~~2018, June 2019, and June 2020~~2021,  
 20 during the month of such anticipated expenditure.

21 20.3 Match:

22 In providing services pursuant to this Agreement, CONTRACTOR shall provide a  
 23 match in an amount no less than ~~ten~~one hundred percent (~~10~~100%) of the amount paid to  
 24 CONTRACTOR by COUNTY ~~each year covered by~~during the term of this Agreement.  
 25 CONTRACTOR shall not use government funds to provide its match without prior written  
 26 approval by the government agency providing the funds and ADMINISTRATOR. The match  
 27 shall be ~~reflected~~reported to ADMINISTRATOR on the monthly ~~invoice and shall be deducted~~  
 28 ~~from payments made by COUNTY to CONTRACTOR.~~basis. In the event there is a portion of the

1 match ~~unpaid~~ unpaid at the termination of this Agreement, it shall be deducted from any monies  
2 owed to CONTRACTOR by COUNTY, or paid to COUNTY upon demand.

3 20.4 Claims:

4 20.4.1 CONTRACTOR shall submit monthly claims to be received by  
5 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses  
6 incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend  
7 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY  
8 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
9 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
10 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

11 20.4.2 All claims must be submitted on a form approved by ADMINISTRATOR.  
12 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with  
13 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,  
14 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some  
15 of which may be required to be copied. Source documents that CONTRACTOR must submit shall  
16 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
17 shall retain all financial records in accordance with Paragraph ~~2426 (Records, Inspections, and~~  
18 ~~Audits)~~ of this Agreement.

19 20.4.3 Payments should be released by COUNTY within a reasonable time period  
20 of approximately thirty (30) days after receipt of a correctly completed claim form and required  
21 supporting documentation.

22 20.4.4 Year-End and Final Claims

23 20.4.4.1 CONTRACTOR shall submit a final claim by no later than  
24 August 30, 2021. Claims received after August 30th may, at ADMINISTRATOR's sole  
25 discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final  
26 claim must be received, upon written notice to CONTRACTOR.

27 20.4.4.2 The basis for final settlement shall be the actual allowable costs  
28 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant

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

7 21. OVERPAYMENTS

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

20 22. OUTSTANDING DEBT

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

24 23. REVENUE

25 23.1 Whenever CONTRACTOR receives any money specifically designated for use in  
26 programs funded through this Agreement, excluding any funds specified as a CONTRACTOR  
27 match under this Agreement, such monies shall be considered to be a cost off-set and treated as a  
28 reduction against the amount claimed by CONTRACTOR.

1           23.2 CONTRACTOR is not required to apply grants or gifts which are unrestricted in  
2 use to any cost or expense of CONTRACTOR in which COUNTY participates.

3           23.3 CONTRACTOR may establish and utilize a sliding fee schedule, approved by  
4 ADMINISTRATOR, to determine client fees for services provided. However, CONTRACTOR  
5 shall not refuse services to clients referred by ADMINISTRATOR because of inability or  
6 unwillingness to pay said fees.

7           23.4 CONTRACTOR shall make every reasonable effort to collect all available third  
8 party reimbursement for which client may be eligible. Public and private insurance carriers shall  
9 be billed on the basis of CONTRACTOR's customary charges, if applicable.

10          23.5 Fees and revenues received by CONTRACTOR from or on behalf of clients,  
11 including from public or private insurance carriers, shall be deducted from any billings to  
12 COUNTY and shall reduce any obligation of COUNTY under this Agreement.

13          23.6 Whenever CONTRACTOR receives any money specifically designated for use in  
14 programs funded through this Agreement, such monies shall be considered a cost off-set and  
15 treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income  
16 as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter  
17 amended. The procedure for designating money as Program Income is set forth in Paragraph 24  
18 of this Agreement.

19          24.    FINAL REPORT

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

25          25.    INDEPENDENT AUDIT

26           25.1 CONTRACTOR shall employ a licensed certified public accountant who shall  
27 prepare and file with ADMINISTRATOR an annual organization-wide audit of related  
28 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well



1 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,  
2 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to  
3 the aforementioned regulations for any year covered during the term of this Agreement,  
4 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of  
5 CONTRACTOR's financial statements. The audit must be performed in accordance with  
6 generally accepted government auditing standards. CONTRACTOR shall cooperate with  
7 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)  
8 months after issuance of all audit reports with regard to audit exceptions.

9 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1  
10 through June 30. CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit  
11 within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to  
12 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment  
13 under this or any subsequent Agreement with CONTRACTOR until such time as the required audit  
14 is provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit  
15 submission deadline upon notice to CONTRACTOR.

## 16 26. RECORDS, INSPECTIONS, AND AUDITS

### 17 26.1 Financial Records

18 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
19 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
20 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
21 State, and federal audits are completed, whichever is later.

22 26.1.2 CONTRACTOR shall establish and maintain reasonable accounting,  
23 internal control, and financial reporting standards in conformity with generally accepted  
24 accounting principles established by the American Institute of Certified Public Accountants and  
25 to the satisfaction of ADMINISTRATOR.

### 26 26.2 Client Records

27 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records  
28 of clients served and dates and type of services provided under the terms of this Agreement in a

1 form acceptable to ADMINISTRATOR.

2 26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR  
3 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment  
4 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,  
5 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR  
6 requests and COUNTY provides written approval for the right to store the records in another  
7 county. Notwithstanding anything to the contrary, upon termination of this Agreement,  
8 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in  
9 accordance with Subparagraph 42.2.

10 26.2.3 COUNTY may refuse payment for a claim if client records are determined  
11 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be  
12 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an  
13 overpayment within the provisions of this Agreement.

#### 14 26.3 Public Records

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

#### 18 26.4 Inspections and Audits

19 26.4.1 The U.S. Department of Health and Human Services, Comptroller General  
20 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's  
21 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall  
22 have access to any books, documents, papers, and records, including medical records, of  
23 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all  
24 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate  
25 the work performed or being performed under this Agreement and the premises in which it is being  
26 performed.

27 26.4.2 CONTRACTOR shall make its books and records available within the  
28 borders of Orange County within ten (10) days of receipt of written demand by

1 ADMINISTRATOR.

2 26.4.3 In the event CONTRACTOR does not make available its books and  
3 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
4 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
5 obtain CONTRACTOR's books and records.

6 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
7 liability to the State or Federal Government or any agency thereof resulting from any  
8 disallowances or other audit exceptions to the extent that such liability is attributable to  
9 CONTRACTOR's failure to perform under this Agreement.

10 26.5 Evaluation Studies

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

14 27. PERSONNEL DISCLOSURE

15 27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services  
16 through this Agreement, paid and unpaid, including those identified in Paragraph 12 of Exhibit A  
17 (hereinafter referred to as "Personnel").

18 27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all  
19 Personnel providing services hereunder, including résumés and job applications. Changes to the  
20 list will be immediately provided to ADMINISTRATOR, in writing, along with a résumé  
21 and/or job application. The list shall include:

22 27.2.1 Names and dates of birth of all Personnel by title, whose direct services are  
23 required to provide the programs described herein;

24 27.2.2 A brief description of the functions of each position and the hours each  
25 person works each week, or for part-time Personnel, each day or month, as appropriate;

26 27.2.3 The professional degree, if applicable, and experience required for each  
27 position; and

28 27.2.4 The language skill, if applicable, for all Personnel.

1           27.3 Where authorized by law, and in a manner consistent with California Government  
2 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed  
3 information regarding the conviction of a crime, by any court, for offenses other than minor traffic  
4 offenses. Information discovered subsequent to the hiring or promotion of any prospective  
5 Personnel shall be cause for termination from the performance of services under this Agreement.

6           27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
7 a clearance on the following public websites of the names and dates of birth for all Personnel who  
8 will have direct, interactive contact with clients served through this Agreement: U.S. Department  
9 of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
10 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

11           27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
12 a criminal record background check on all Personnel who will have direct, interactive contact with  
13 clients served through this Agreement. Background checks conducted through the California  
14 Department of Justice shall include a check of the California Central Child Abuse Index, when  
15 applicable. Candidates will satisfy background checks consistent with this Paragraph and their  
16 performance of services under this Agreement.

17           27.6 CONTRACTOR shall ensure that clearances and background checks described in  
18 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing  
19 services under this Agreement.

20           27.7 In the event a record is revealed through the processes described in Subparagraphs  
21 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
22 Personnel providing services through this Agreement.

23           27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to  
24 provide services under this Agreement have satisfactory past work records and/or reference checks  
25 indicating their ability to perform the required duties and accept the kind of responsibility  
26 anticipated under this Agreement. CONTRACTOR shall maintain records of background  
27 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel  
28 assigned to provide services under this Agreement, for a minimum of five (5) years from the date

1 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits  
2 are completed, whichever is later, in compliance with all applicable laws.

3 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
4 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
5 Personnel performing services under this Agreement, when such information becomes known to  
6 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to  
7 provide services under this Agreement and shall provide notice of such determination to  
8 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's  
9 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

10 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
11 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

12 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel  
13 from the performance of services under this Agreement. At the request of COUNTY,  
14 CONTRACTOR shall immediately replace said Personnel.

15 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated  
16 for cause from working on this Agreement.

17 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph  
18 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the  
19 terms and conditions of this Agreement.

20 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

7 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

18 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
19 LAW

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

24 31. CONFIDENTIALITY

25 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to  
26 WIC Sections 827, 362.5, and 10850-10853, the CDSS MPP, Division 19-000, and all other  
27 provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality,  
28 as each may now exist or be hereafter amended.

1           31.2 All records and information concerning any and all persons referred to  
2 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
3 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other  
4 individuals performing services under this Agreement. CONTRACTOR shall require all of its  
5 employees, agents, subcontractors, and all other individuals performing services under this  
6 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any  
7 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms  
8 of this Agreement.

9           31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all  
10 other individuals performing services under this Agreement of this provision and that any person  
11 violating the provisions of said California state law may be guilty of a crime.

12           31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
13 to the confidentiality requirements of this Agreement.

14           31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect  
15 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,  
16 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may  
17 hereafter be amended.

18           31.5.1 No access, disclosure, or release of information regarding a child who is the  
19 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is  
20 in doubt, no such information shall be released without the written approval of a Judge of the  
21 Juvenile Court.

22           31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court  
23 before allowing any child to be interviewed, photographed, or recorded by any publication or  
24 organization, or to appear on any radio, television, or internet broadcast or make any other public  
25 appearance. Such approval shall be requested through child's Social Worker.

26       32.    SECURITY

27           32.1   Security Requirements

28           32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and

1 COUNTY-related records and information pursuant to all statutory laws relating to privacy and  
2 confidentiality that currently exists or exists at any time during the term of this Agreement.  
3 CONTRACTOR represents and warrants that it has implemented and will maintain during the  
4 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
5 private and confidential client information, to protect against anticipated threats to the security or  
6 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or  
7 use of COUNTY data. Such safeguards and controls shall include at a minimum:

8 32.1.1.1 Storage of confidential paper files that ensures records are  
9 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

10 32.1.1.2 Control of access to physical and electronic records to ensure  
11 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
12 services.

13 32.1.1.3 Control to prevent unauthorized access and to prevent  
14 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

15 32.1.1.4 Firewall protection.

16 32.1.1.5 Use of encryption methods of electronic COUNTY data while  
17 in transit from CONTRACTOR networks to external networks, when applicable.

18 32.1.1.6 Measures to securely store all COUNTY data, including, but not  
19 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
20 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
21 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
22 the term of this Agreement administrative, technical, and physical safeguards and controls  
23 consistent with State and federal security requirements.

## 24 32.2 Security Breach Notification

25 32.2.1 CONTRACTOR shall have policies and procedures in place for the  
26 effective management of Security Breaches, as defined below. In the event of any actual,  
27 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
28 experiences or learns of that either compromises or could reasonably be expected to compromise



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

4 32.2.1.1 Investigate to determine the nature and extent of the Security  
5 Breach.

6 32.2.1.2 Contain the incident by taking necessary action, including, but  
7 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
8 security.

9 32.2.1.3 Report to COUNTY the nature of the Security Breach, the  
10 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
11 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
12 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will  
13 take to prevent future similar unauthorized use or disclosure.

14 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will  
15 determine what actions are necessary in response to the Security Breach and who will perform  
16 these actions. Actions may include, but are not limited to: notifications; investigation and  
17 remediation costs, including notification of all whose personal information was disclosed; outside  
18 investigation; forensics; counsel; crisis management; and credit monitoring. In the event  
19 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
20 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
21 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
22 required actions.

23 33. COPYRIGHT ACCESS

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

27 34. WAIVER

28 No delay or omission by either party hereto to exercise any right or power accruing upon

1 any noncompliance or default by the other party with respect to any of the terms of this Agreement  
2 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of  
3 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other  
4 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,  
5 condition, or agreement herein contained.

6 35. SERVICES DURING EMERGENCY AND/OR DISASTER

7 35.1 CONTRACTOR acknowledges that service usage may surge during or after an  
8 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,  
9 urgent, usually unexpected occurrence or event requiring immediate action to protect the health  
10 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in  
11 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as  
12 described above may require resources or support beyond the local government's capability and  
13 will typically involve a proclamation of a local emergency by the local governing body (e.g., city  
14 council, county board of supervisors, or state) and may be declared at the federal level by the  
15 President of the United States.

16 35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust  
17 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY  
18 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may  
19 include, but are not limited to: providing services at different location(s), assigning staff to work  
20 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents  
21 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and  
22 prioritizing services for staff as requested by COUNTY.

23 35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared  
24 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.  
25 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary  
26 expenditures provided during or after an emergency/disaster shall be calculated by the same rates  
27 that apply during non-emergency/disaster conditions.

28 36. PUBLICITY, LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

1           36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use  
2 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
3 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
4 without COUNTY's prior written consent is expressly prohibited.

5           36.2 CONTRACTOR may develop and publish information related to this Agreement  
6 where all of the following conditions are satisfied:

7           36.2.1 ADMINISTRATOR provides its written approval of the content and  
8 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
9 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

10           36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
11 a statement that the program, wholly or in part, is funded through County, State, and Federal  
12 Government funds;

13           36.2.3 The information does not give the appearance that the COUNTY, its  
14 officers, employees, or agencies endorse:

15                   36.2.3.1 Any commercial product or service; and

16                   36.2.3.2 Any product or service provided by CONTRACTOR, unless  
17 approved in writing by ADMINISTRATOR; and

18           36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
19 or other publicly available social media sites) to publish information related to this Agreement,  
20 CONTRACTOR shall develop social media policies and procedures and have them available to  
21 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
22 and Procedures as they pertain to any social media developed in support of the services described  
23 within this Agreement. The policy is available on the Internet at  
24 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

25   37.   REPORTS

26           37.1 CONTRACTOR shall provide information deemed necessary by  
27 ADMINISTRATOR to complete any State-required reports related to the services provided under  
28 this Agreement.

1           37.2 CONTRACTOR shall maintain records and submit reports containing such data  
2 and information regarding the performance of CONTRACTOR's services, costs, or other data  
3 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
4 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
5 written notice to CONTRACTOR.

6           38. ENERGY EFFICIENCY STANDARDS

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

9           39. ENVIRONMENTAL PROTECTION STANDARDS

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

15           39.1 No facility to be utilized in the performance of the proposed grant has been listed  
16 on the EPA List of Violating Facilities;

17           39.2 It will notify COUNTY prior to award of the receipt of any communication from  
18 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
19 grant is under consideration to be listed on the EPA List of Violating Facilities; and

20           39.3 It will notify COUNTY and EPA about any known violation of the above laws and  
21 regulations.

22           40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
23 CERTAIN FEDERAL TRANSACTIONS

24           40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
25 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
26 by the Office of Management and Budget (OMB) and published in the Federal Register dated  
27 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
28 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must

1 contain, and CONTRACTOR must certify compliance utilizing a form provided by  
2 ADMINISTRATOR that cites the following:

3 40.1.1 The definitions and prohibitions contained in the clause at Federal  
4 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
5 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph  
6 B of this certification.

7 40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
8 knowledge and belief as of December 23, 1989, that

9 40.1.2.1 No federal appropriated funds have been paid or will be paid to  
10 any person for influencing or attempting to influence an officer or employee of any agency, a  
11 Member of Congress, an officer or employee of Congress, or an employee of a Member of  
12 Congress on his or her behalf in connection with the awarding of any federal contract, the making  
13 of any federal grant, the making of any federal loan, the entering into of any cooperative  
14 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
15 contract, grant, loan or cooperative agreement;

16 40.1.2.2 If any funds other than federal appropriated funds (including  
17 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
18 person for influencing or attempting to influence an officer or employee of any agency, a Member  
19 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
20 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
21 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;  
22 and

23 40.1.2.3 He or she will include the language of this certification in all  
24 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
25 \$100,000 shall certify and disclose accordingly.

26 40.1.3 Submission of this certification and disclosure is a prerequisite for making  
27 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes  
28 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to

1 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,  
2 and not more than \$100,000, for each such failure.

3 41. POLITICAL ACTIVITY

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

7 42. TERMINATION PROVISIONS

8 42.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately  
9 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice  
10 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any  
11 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of  
12 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable  
13 control, and repeated or continued violations of COUNTY ordinances unrelated to performance  
14 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless  
15 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to  
16 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

17 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon  
18 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to  
19 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,  
20 and pertinent documents. The Transition Period may be modified as agreed upon in writing by  
21 the parties. During the Transition Period, service and data access shall continue to be made  
22 available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in  
23 extracting and/or transitioning all data in the format determined by COUNTY.

24 42.3 In the event of termination of this Agreement, cessation of business by  
25 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
26 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
27 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
28 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this

1 Agreement.

2 42.4 The obligations of COUNTY under this Agreement are contingent upon the  
3 availability of federal and/or State funds, as applicable, for the reimbursement of  
4 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the  
5 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
6 remains in effect or operation. In the event that such funding is terminated or reduced,  
7 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
8 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall  
9 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
10 notification of such determination. CONTRACTOR shall immediately comply with  
11 ADMINISTRATOR's decision.

12 42.5 If any term, covenant, condition, or provision of this Agreement or the application  
13 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
14 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated  
15 thereby.

16 43. GOVERNING LAW AND VENUE

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

24 44. SIGNATURE IN COUNTERPARTS

25 44.1 The parties agree that separate copies of this Agreement may be signed by each of  
26 the parties, and this Agreement will have the same force and effect as if the original had been  
27 signed by all the parties.

28 44.2 CONTRACTOR represents and warrants that the person executing this Agreement

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on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

///  
///



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

By: \_\_\_\_\_ By: \_\_\_\_\_  
CHRISTIAN SIMONSEN CHAIRWOMAN  
CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS  
ORANGEWOOD FOUNDATION COUNTY OF ORANGE, CALIFORNIA

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

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

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
DEPUTY

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

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGEWOOD FOUNDATION  
FOR THE PROVISION OF  
INDEPENDENT LIVING PROGRAM SERVICES

1. POPULATION TO BE SERVED

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

~~2. GOALS, STRATEGIES AND OUTCOMES~~

~~2.1 CONTRACTOR shall meet the following obligations for the term of this Agreement:~~

~~2.1.1 Assign ILP Staff to each referred youth/young adult and offer services within two (2) months of the referral date to one hundred percent (100%) of the referred youth/young adults.~~

~~2.1.2 Conduct a minimum of two (2) individualized one-on-one meetings per month with a minimum of fifty percent (50%) of Active status youth/young adults. When appropriate, CONTRACTOR may conduct one (1) of the meetings over the telephone.~~

1            1.2 ~~Conduct a minimum of one (1)~~ Services shall also be extended to the caregivers of  
 2 PARTICIPANTS as described in Subparagraph 1.1 of this Exhibit A, as directed by  
 3 ADMINISTRATOR.

4            2. DEFINITIONS

5            2.1 Assessment Instrument: Tool that assesses the behaviors and competencies  
 6 PARTICIPANTS need to successfully transition to adulthood and achieve their long-term goals of  
 7 developing healthy and productive lives, as approved by the California Department of Social  
 8 Services (CDSS) in accordance to CDSS Regulations Division 31-236(a)(6).

9            2.2 Active Status: PARTICIPANTS that accept services and require monthly  
 10 individualized one-on-one services from a Youth Support Specialist (YSS) to attain their  
 11 Transitional Independent Living Plan (TILP) and Individualized ILP Services Plan goals.

12            ~~2.2.3 ILP Dollar Incentives: Gift cards and other monetary incentives PARTICIPANTS~~  
 13 ~~can earn by participating in individualized one-on-one meeting per month with a minimum of~~  
 14 ~~sixty five percent (65%) of Active status youth/young adults and group services.~~

15            2.4 ~~Conduct a minimum of one (1)~~ ILP Services Plan: An individualized plan,  
 16 developed by the YSS together with the PARTICIPANT, in support of the PARTICIPANT's  
 17 TILP.

18            ~~2.2.1 Inactive Status: PARTICIPANTS that decline or no longer require~~  
 19 ~~individualized one-on-one meeting per quarter with a minimum of sixty five~~  
 20 ~~percent (65%) of Support status youth/young adults. When appropriate,~~  
 21 ~~CONTRACTOR may conduct the meetings over the telephone, twice a year.~~

22            ~~2.32.5 Conduct a minimum of one (1) seminar, workshop or special event per month, at~~  
 23 ~~dates and times that shall be determined between CONTRACTOR and ADMINISTRATOR, with~~  
 24 ~~space available to serve a minimum of five hundred (500) unduplicated youth/young adults per~~  
 25 ~~year for the term of this Agreement. These seminars, workshops services, or special events cannot~~  
 26 ~~be done in lieu of the meetings specified in Subparagraphs 2.1.2, 2.1.3 and 2.1.4. reached after~~  
 27 ~~three (3) unsuccessful contact attempts.~~

28            2.6 Orangewood Resource Center (ORC): CONTRACTOR's center that offers

1 PARTICIPANTS and former foster youth with: emergency clothing; hygiene items; food, laundry  
2 facilities, and supplies; internet, fax, phone, and copier access; résumé building, job searching,  
3 goal setting, and other skills and resources.

4 2.7 Resource Family(ies): An individual or couple that has successfully met the  
5 application and assessment criteria necessary for providing care for a child, youth, or young adult,  
6 who is under the jurisdiction of the Juvenile Court, or in the care of a county child welfare agency  
7 or probation department.

8 2.8 Seminars: Informal discussion groups held to present and discuss specific topics  
9 relevant to PARTICIPANTS and their caregivers.

10 2.9 Secure Communications Management System (SCMS): A secured website,  
11 maintained by ADMINISTRATOR, which is used to send and receive documents containing  
12 confidential information.

13 2.10 Special Events: One-day events, at locations easily accessible to PARTICIPANTS,  
14 that afford PARTICIPANTS the opportunity to learn about and participate in a wide range of  
15 services.

16 2.11 Transitional Independent Living Plan (TILP): A form used by  
17 ADMINISTRATOR’s Senior Social Worker (SSW) when meeting with a PARTICIPANT to  
18 develop meaningful, attainable goals in support of the PARTICIPANT’s transition to adulthood.

19 2.12 Waitlist Status: PARTICIPANTS who are referred for ILP Services and are  
20 pending assignment to a YSS and Individualized ILP Services Plan goals.

21 2.13 Workshops: Brief, intensive educational programs for youth and caregivers that  
22 emphasize participation in problem solving. Workshops may also include college tours,  
23 community service opportunities at local parks and beaches, and/or other education and  
24 employment related site visits.

25 ~~2.3.1—CONTRACTOR and ADMINISTRATOR may mutually agree to revise the~~  
26 ~~goals stated in Subparagraph 2.1 without changing COUNTY’s maximum~~  
27 ~~obligation.~~

28 3. ~~CONTRACTOR shall ensure the~~ GOALS, STRATEGIES, AND OUTCOMES

3.1 The primary goals of ILP Services are to:

~~2.3.2~~3.1.1 Ensure services provided, including individualized one-on-one ILP services, seminars, workshops and special eventsServices, Seminars, Workshops, and Special Events, target key domains of successful transition to adulthood such as: daily living skills, education, employment, housing, family/social support, financial responsibility, civic participation, and health (including mental, physical, and reproductive/sexual).

3.2 CONTRACTOR shall integrate the following strategies in providing services:

3.2.1 Engage PARTICIPANTS in ILP Services that are current, relevant, and consistent with the PARTICIPANT’s TILP and Individualized ILP Services Plan goals.

3.2.2 Provide a minimum of four (4) full-time equivalent direct service staff to provide individualized one-on-one services to PARTICIPANTS. Individualized one-on-one services shall comprise eighty percent (80%) of direct ILP Services.

3.2.3 Limit group services to a maximum of twenty percent (20%) direct ILP Services.

~~2.4.3~~3.3 CONTRACTOR shall meet the following ~~yearly~~ outcome objectives for the term of this Agreement:

3.3.1 Determination of Service Level

~~2.4.1~~3.3.1.1 Review and attempt to engage one hundred percent (100%) of referred PARTICIPANTS to determine the level of services to be offered —(i.e., monthly individualized one-on-one services and/or group services).

3.3.2 Individualized One-on-One Services

~~2.4.2~~3.3.2.1 Assign an ILP staff member to offer services to one hundred percent (100%) of the referred PARTICIPANTS, determined to require monthly individualized one-on-one services, within thirty (30) days from the date CONTRACTOR receives initial referral.

~~2.4.3~~3.3.2.2 Conduct a minimum of two (2) individualized one-on-one meetings per month to a minimum of fifty percent (50%) of Active Status PARTICIPANTS. CONTRACTOR may conduct one (1) of the meetings by telephone and one (1) in person.

~~2.4.4~~3.3.2.3 Conduct a minimum of one (1) individualized one-on-one

meeting per month to a minimum of sixty-five percent (65%) of Active Status PARTICIPANTS.

3.3.3 Group Services

~~2.4.4.13.3.1~~ 3.3.1 Provide, on a monthly basis, a minimum of one (1) Workshop, Seminar, or Special Event, with space capacity to serve a minimum of five hundred (500) unduplicated PARTICIPANTS during the term of this Agreement. Seminars, Workshops, and Special Events must be provided in addition to meetings specified in Subparagraphs ~~3.3.2.23.3.3~~ and ~~3.3.2.33.3.4~~.

3.3.4 Employment: Goals

~~2.4.53.3.4.1~~ Eighty Ensure an annual minimum of eighty percent (80%) of Active ~~and Support~~ status ~~youth/young adults will attend~~ PARTICIPANTS with Individualized ILP Service Plan employment goals, complete a COUNTY approved vocational assessment ~~and job~~ or are engaged in employment readiness ~~trainings~~ services and activities to achieve their employment goals.

3.3.5 Fifty Education Goals

~~2.4.63.3.5.1~~ 3.3.5.1 Ensure an annual minimum of ~~eighty~~ eighty percent (~~50~~80%) of Active ~~and Support~~ status ~~youth/young adults will attain the employment~~ PARTICIPANTS with Individualized ILP Service Plan education goals ~~outlined~~, are engaged in supportive educational services and activities to achieve their individualized ILP Services Plan educational goals as established upon entering the program.

~~2.4.7~~ Education:

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

3.3.6 Family/Social Support: Goals

~~2.4.83.3.6.1~~ Eighty Assist an annual minimum of eighty percent (80%) of Active ~~and Support status youth/young adults will~~ status PARTICIPANTS with Individualized ILP Service Plan family/social support goals to establish and/or nurture a permanent personal relationship with ~~at least~~ a minimum of one ~~trusted~~ (1) trustworthy adult (~~i.e.~~, family, non-related

friend, mentor), etc.).

3.3.7 Financial Responsibility: Goals

~~Eighty~~ Assist an annual minimum of eighty percent (80%) of Active ~~and Support~~-status youth/young adults ~~will~~ PARTICIPANTS with Individualized ILP Service Plan financial responsibility goals, to open and/or maintain a checking and/or a savings account.

~~2.4.8.13.3.7.1~~ (s). Accounts established by CONTRACTOR for youth/young adult's PARTICIPANT's ILP Dollar Incentives, specified in ~~Subparagraphs 4.25 and 12.1.4~~, Subparagraph 5.18, shall qualify as savings accounts.

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

3.3.8 Health Care: Goals

~~2.4.93.3.8.1~~ ~~One hundred~~ Ensure an annual minimum of ninety percent (~~100~~90%) of Active ~~and Support~~-status youth/young adults ~~will be connected~~ PARTICIPANTS with Individualized ILP Service Plan health care goals are familiar with and/or learn how to access healthcare ~~programs~~ benefits (e.g., Medi-Cal).

~~2.53.4~~ CONTRACTOR and ADMINISTRATOR may mutually agree to revise the goals, strategies, and outcomes stated in ~~Subparagraph~~ this Paragraph 2.33 without changing COUNTY's maximum obligation.

3.4. HOURS OF OPERATION

~~3.14.1~~ CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, 8:30 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

~~3.24.2~~ CONTRACTOR shall ~~conduct one hundred (100) percent of all seminars, workshops and special events~~, also provide group services Monday through Friday, Saturdays, and Sundays, during ~~the~~ hours, including evening hours, and on Saturdays to that will accommodate

1 ~~the non~~in-school ~~hour availability of the youth/young adults~~PARTICIPANTS and their caregivers  
2 to attend.

3 ~~3.34.3~~ 3.34.3 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule  
4 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
5 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
6 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall  
7 obtain prior written approval from ADMINISTRATOR for any ~~holiday~~ closure outside of  
8 COUNTY's holiday schedule ~~or CONTRACTOR'S~~ and the hours listed in Subparagraph 4.1 of  
9 ~~operations (i.e. weekends).~~ this Exhibit A. Any unauthorized closure shall be deemed a material  
10 breach of this Agreement, pursuant to Paragraph ~~18~~19, and shall not be reimbursed.

#### 11 4.5. SERVICES

12 CONTRACTOR shall:

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

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

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

21 ~~4.1 Engage youth/young adults in ILP services that are current, relevant and~~  
22 ~~consistent with the youth/young adult's TILP and individualized ILP Services~~  
23 ~~Plan.~~

24 ~~4.25.1~~ 4.25.1 Conduct an assessment, within ~~ninety (90)~~sixty (60) days of ~~the referral date~~case  
25 assignment, with ~~youth/young adult~~PARTICIPANT and their caregiver, if applicable. The  
26 assessment shall include, but not be limited to, an evaluation of ~~youth/young~~  
27 ~~adult's~~PARTICIPANT's current level of competency ~~in~~with daily living skills and areas for  
28 continued development; current educational status and future educational goals; current



1 employment status, and short-term and long-term employment goals; current family/social support  
 2 and additional permanent connections and further connections that may be explored and/or  
 3 strengthened; consideration of future housing options, including transitional housing; financial  
 4 literacy and areas for continued development; civic participation and areas for continued  
 5 development; and current health management status; and areas for continued development.

6 ~~4.3~~—Assess the caregiver’s current level of involvement and identify areas for  
 7 ~~strengthening support for youth/young adult to pursue their goals and further~~  
 8 ~~develop daily living skills.~~

9 ~~4.4~~—Upon completion of the assessment, in collaboration with the youth/young adult,  
 10 caregiver and Social Services Agency (SSA) Senior Social Worker (SSW):

11 ~~5.2~~ Develop an individualized to support PARTICIPANT with achieving  
 12 PARTICIPANT’s TILP and Individualized ILP Services Plan with youth/young adult, which  
 13 ~~supports youth/young adult’s goals.~~

14 ~~4.7.1~~ 5.3 Collaborate with the PARTICIPANT, caregiver, and ADMINISTRATOR’s  
 15 SSW to develop an Individualized ILP Services Plan. The ILP Services Plan shall support the  
 16 PARTICIPANT’s TILP, both of which shall focus on how youth/young adult PARTICIPANT shall  
 17 further develop daily living skills, pursue educational/employment goals, establish and maintain  
 18 permanent connections, plan for future housing, develop financial responsibility skills, increase  
 19 civic participation, and develop health management skills. ~~The~~ CONTRACTOR’s YSS shall  
 20 develop the plan ~~will be developed by the Independent Living Specialist and will be~~ based on  
 21 ~~youth/young adult’s~~ PARTICIPANT’s individual level of functioning, level of competency, and  
 22 most effective means for learning and ~~practicing~~ implementing the skills identified as being most  
 23 important.

24 Assign ~~youth/young adult~~ each PARTICIPANT to one of the following  
 25 three (3) ILP service statuses based on the ~~youth/young~~  
 26 ~~adult’s~~ PARTICIPANT’s consent to accept services, TILP, and ~~their~~  
 27 ~~TILP and individualized~~ Individualized ILP Services Plan goals:

28 Active ~~status: youth/young adults that accept services~~

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

4 ~~Support status: youth/young adults that accept services~~  
 5 and require quarterly individualized one-on-one services  
 6 to attain their TILP and individualized ILP Services Plan  
 7 goals.

8 ~~4.7.2.35.4~~ Status, Waitlist Status, or Inactive ~~status: youth/young adults that decline~~  
 9 ~~services or cannot be contacted. CONTRACTOR shall inform SSW when a youth/young adult~~  
 10 ~~has been assigned to the Inactive status~~Status.

11 ~~4.7.35.5~~ In collaborationCollaborate with ~~youth/young adult~~PARTICIPANT,  
 12 caregiver, and/or ADMINISTRATOR's SSW, ~~assign youth/young adult to when a~~  
 13 ~~different~~PARTICIPANT's ILP service status changes based on the ~~youth/young~~  
 14 ~~adult's~~PARTICIPANT's consent to continue receiving services and/or the attainment of ~~their~~-TILP  
 15 and ~~individualized~~Individualized ILP Services Plan goals.

16 ~~4.7.3.15.6~~ CONTRACTOR shall informInform ADMINISTRATOR's SSW when a  
 17 ~~youth/young adult~~PARTICIPANT has been assigned to the Inactive ~~status~~Status.

18 ~~4.85.7~~ Provide ongoing coordination and communication with ADMINISTRATOR's  
 19 SSW to ensure all ~~participating youth/young adults~~PARTICIPANTS receive appropriate services  
 20 necessary to successfully meet ~~their~~-TILP ~~and individualized~~, Individualized ILP Services Plan  
 21 goals, and successfully transition to adulthood and achieve self-sufficiency as an independent  
 22 ~~adult~~.

23 e. ~~Provide training for all individuals who will be advising~~  
 24 ~~youth/young adults that includes topics such as confidentiality and professional~~  
 25 ~~behavior~~.

26 f. ~~Collaborate with ADMINISTRATOR to establish, maintain, and, as~~  
 27 ~~necessary, refine the referral process to provide the most expeditious~~  
 28 ~~initiation of ILP services and enhance communication between ADMINISTRATOR,~~

~~youth/young adults, caregivers and other community-based organizations.~~

~~4.11~~5.8 Provide integrated, coordinated, and accessible community resources to ~~youth/young adults~~PARTICIPANTS, including, but not limited, to internet access. Connect ~~youth/young adults~~PARTICIPANTS with other needed services, follow-up with ~~youth/young adults~~PARTICIPANTS to verify ~~that~~ resource linkages are successful, and provide documentation of ~~the~~ services obtained to the ADMINISTRATOR's SSW in a timely manner. CONTRACTOR shall ~~obtain approval from~~confer with the ADMINISTRATOR's SSW prior to referring ~~youth/young adult~~PARTICIPANT to a third party for assistance.

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

~~4.13~~5.9 Identify and discuss substance ~~abuse challenges~~use behavior with ~~youth/young adult~~PARTICIPANT, and notify ~~SSW~~ADMINISTRATOR's SSW of said discussions, if PARTICIPANT provides consent.

~~4.14~~5.10 Collaborate with ~~ADMINISTRATOR~~ADMINISTRATOR's SSW to ~~support~~provide ~~pregnant~~expectant and parenting ~~youth/young adults,~~PARTICIPANTS with information and resources, including providing referrals to medical care and community-based in-home visitation services, parent education, housing resources, child care resources, ~~and~~ education regarding future family planning, and pregnancy prevention.

~~4.15~~5.11 Collaborate with ~~ADMINISTRATOR~~ADMINISTRATOR's SSW to support ~~youth/young adults~~PARTICIPANTS who are developmentally delayed or severely physically impaired to support ~~their~~ TILP and ~~individualized~~Individualized ILP Services Plan goals while developing and enhancing ~~their~~the independent living skills appropriate for their level of cognitive and/or physical abilities.

~~4.16~~5.12 Utilize Casey Life Skills Assessment, ~~provide application assistance and advocacy services for resources including, but not limited to those outlined in Subparagraph 4.21 of this Exhibit~~Youth Thrive Survey, or other ADMINISTRATOR approved Assessment Instrument to assess PARTICIPANT's behaviors and competency needs in development of the

PARTICIPANT's Individualized ILP Services Plan.

~~4.17~~5.13 Deliver outcome driven services ~~and~~ identify factors that accurately reflect ~~youth/young adult's~~PARTICIPANTS' challenges, and support ~~their~~PARTICIPANTS' progress towards the stated goals.

~~n. Provide the SSW with verbal and/or written progress reports for each Active status youth/young adult on a monthly basis, for each Support status youth/young adult or a quarterly basis, or as requested by the SSW. The report shall include a summary of youth/young adult's progress in meeting each of their TILP goals, the ILP services in which youth/young adult and their caregiver participated during the reporting month and challenges that require further support in order for the youth/young adult to progress in meeting the TILP goals.~~

~~4.19~~5.14 Establish a procedure, approved by ADMINISTRATOR, for tracking all ILP ~~Group~~individual and group services and maintain a database of all ~~CONTRACTOR's~~ services provided.

~~4.20~~5.15 Provide ~~youth/young adults~~PARTICIPANTS and caregivers with ~~wallet-size reference cards~~ listing of key resources and contact information, including ~~the CONTRACTOR's Independent Living Specialist's~~YSS's contact information.

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

~~4.22~~5.16 ~~Prior to each youth/young adult's eighteenth (18th) birthday, provide~~ Provide PARTICIPANTS with the information necessary ~~for youth/young adult to obtain~~to access medical and mental health services, as appropriate.

~~4.23~~5.17 ~~Work~~Coordinate with community-based organizations, COUNTY agencies, other private and public entities, and other organizations that serve ~~ILP youth/young adults~~PARTICIPANTS to optimize services and support.

1 ~~t. Contact the ADMINISTRATOR staff assigned to youth/young adult's~~  
2 ~~case by telephone and/or email at a minimum of once a month.~~

3 ~~4.25~~5.18 ~~If~~Provide PARTICIPANTS, if appropriate, ~~provide youth/young adults~~  
4 with ILP Dollar Incentives ~~for participation~~ in the form of gift cards or other monetary incentives  
5 for individualized one-on-one and group services. ~~participation.~~ CONTRACTOR shall establish  
6 individual accounts to maintain ~~youth/young adult's~~PARTICIPANT's ILP Dollar Incentives.

7 ~~4.26~~5.19 Individualized One-on-one ~~One~~ Services

8 CONTRACTOR shall:

9 ~~4.26~~

10 ~~4.26.1~~5.19.1 ~~Services will include~~Conduct individualized one-on-one meetings  
11 and coaching with ~~the youth/young adult~~PARTICIPANT and caregiver in the home and/or  
12 community-based settings, in-person or by telephone, to support ~~the youth/young~~  
13 ~~adult~~PARTICIPANT with meeting ~~their~~TILP and Individualized ILP Service Plan goals.

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

17 ~~CONTRACTOR shall offer~~Offer a minimum of two (2) individualized one-  
18 on-one meetings with each ~~youth/young adult~~PARTICIPANT per month.

19 ~~If appropriate, CONTRACTOR may conduct one (1) of the meetings over~~  
20 ~~the~~by telephone.

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

23 ~~If appropriate, CONTRACTOR may conduct the meetings over the~~  
24 ~~telephone.~~

25 ~~The focus of ILP services provided in youth/young adult's home shall be~~  
26 ~~for youth/young adult and caregiver to identify and overcome barriers and challenges to achieving~~  
27 ~~TILP and individualized ILP Services Plan goals by practicing independent living skills that target~~  
28 ~~key areas of daily living skills, education, employment, housing, family/support, financial~~

responsibility and health (including mental, physical and reproductive/sexual). ILP services may include, but are not limited to, instructions on the following topics: cooking, house cleaning, utilizing household appliances, basic household management and maintenance, using public transportation, engaging in social activities in the home and the community, earning and managing their own money, working/volunteering, learning and developing job retention skills, learning about family planning, participating in extracurricular activities, managing their own medical and mental health care and other daily living skills identified as requiring continued development.

4.27.1.1 Group Services: Workshops, Seminars, and Special Events

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

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

4.27.5.20 Group Services: Workshops, Seminars, and Special Events

CONTRACTOR shall:

5.20.1 CONTRACTOR shall provide Conduct a minimum of one (1) Seminar, Workshop, or Special Event per month, at dates and times convenient to PARTICIPANTS and as approved by ADMINISTRATOR.

4.27.35.20.2 Provide community-based and online seminars, workshops Seminars, Workshops, and special events Special Events for approximately an annual minimum of five hundred (500) unduplicated youth/young adults per year that focus on the needs of youth/young adults so they may learn to function as healthy, productive and responsible self-sufficient adults PARTICIPANTS to support PARTICIPANTS' successful transition to adulthood.

5.20.3 Ensure Group Services Services provided for youth/young adults and, when applicable, their caregivers, will target key domains of daily living skills, education, employment, housing, family/social support, financial responsibility and health (including mental, physical and reproductive/sexual). Instructions for youth/young adults PARTICIPANTS' TILP and

1 Individualized ILP Services Plan goals.

2 ~~4.27.4~~5.20.4 Provide instructions to PARTICIPANTS and their caregivers on  
3 how to apply in-class teaching and ~~exercises will be provided~~training activities in the home to  
4 further advance discussions ~~and applications within the home.~~

5 ~~4.27.5~~5.20.5 ~~CONTRACTOR shall collaborate~~Collaborate with COUNTY's  
6 Resource Families to ensure ~~their~~PARTICIPANTS' attendance and active participation ~~and~~  
7 ~~cooperation in encouraging youth/young adults to attend ILP seminars, workshops and special~~  
8 ~~events and to apply the~~in Seminars, Workshops, and Special Events with the goal of applying  
9 learned life skills in daily activities.

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

13 ~~4.27.7~~5.20.6 ~~Seminars, workshops and special events should be scheduled for~~  
14 ~~maximum effect.~~Plan and schedule Seminars, Workshops, and Special Events for maximum  
15 success. For example, a ~~workshop for high school seniors, who are considering continuing their~~  
16 ~~education,~~Workshop on how to complete the Free Application for Federal Student Aid (FAFSA)  
17 and other financial aid applications should be ~~held~~conducted a minimum of sixty (60) days prior  
18 to ~~the due date for submitting these forms~~filing deadlines.

19 ~~———— Seminars~~Encourage and ~~workshops are to be no more than three (3) hours~~  
20 ~~in length.~~

21 ~~4.27.9~~5.20.7 ~~CONTRACTOR~~ ~~will~~ ~~support~~ ~~caregivers'~~  
22 ~~participation~~caregivers to attend Seminars, Workshops, and Special Events with ~~their youth/young~~  
23 ~~adults in seminars, workshops or special event~~PARTICIPANTS.

24 ~~4.27.10~~5.20.8 ~~CONTRACTOR~~ ~~shall~~ ~~collaborate~~Collaborate with  
25 ADMINISTRATOR's SSW with securing transportation for ~~youth/young adults~~PARTICIPANTS  
26 to and from ~~seminars, workshops~~Seminars, Workshops, and special eventsSpecial Events, when  
27 needed.

28 ~~4.27.11~~5.20.9 ~~CONTRACTOR~~ ~~shall~~ ~~work~~Work with ~~SSA~~



1 ~~staff~~ADMINISTRATOR at minimum on a quarterly basis to develop a curriculum for ~~workshops,~~  
2 ~~seminars and special events that shall continue~~Workshops, Seminars, and Special Events to meet  
3 the ~~ongoing~~-needs of ~~youth/young adults~~PARTICIPANTS and caregivers.

4 ~~4.27.12~~5.20.10 ~~Staffing~~Provide a staffing ratio for all ~~seminars, workshops~~  
5 ~~and special events must~~Seminars, Workshops, and Special Events to equal or exceed one (1)  
6 CONTRACTOR staff ~~member or volunteer~~ for every ten (10) ~~participants~~PARTICIPANTS, not  
7 including the instructor/presenter.

8 ~~4.27.13~~5.20.11 ~~CONTRACTOR shall provide~~Provide on-site child care for  
9 ~~youth/young adult's children under sixteen (16) years of age,~~PARTICIPANTS' child(ren) while  
10 ~~youth/young adult is attending seminars, workshops and special events.~~PARTICIPANTS attend  
11 Seminars, Workshops, and Special Events. Volunteers may be utilized to provide child care.

12 ~~4.27.14~~5.20.12 ~~CONTRACTOR shall make available~~Provide a waiting  
13 area within the facility for ~~participants~~PARTICIPANTS who arrive early, at least ~~thirty (30)~~  
14 minutes prior to the start of a ~~seminar, workshop~~Seminar, Workshop, or ~~special event~~Special  
15 Event.

16 ~~4.27.15~~5.20.13 ~~The~~Ensure topics covered in ~~seminars,~~  
17 ~~workgroups~~Seminars, Workshops, and ~~special events~~Special Events target key domains of daily  
18 living skills, education, employment, housing, family/social support, financial responsibility, civic  
19 participation, and health (including mental, physical, and reproductive/sexual) ~~and~~. Topics may  
20 include, but are not limited to:

- 21 ● Interpersonal/social skills;
- 22 ● Self-esteem/personal growth and empowerment;
- 23 ● Social media practices, -protocol, and internet safety;
- 24 ● Computer/Internet ~~skill~~skills;
- 25 ● -College/scholarship information;
- 26 ● Educational guidance and support;
- 27 ● Vocational training;
- 28 ● Employment/vocational assessment and preparation;



- 1                   ● Financial and consumer education;
- 2                   ● Money management including credit management and resolution;
- 3                   ● Cultural awareness and sensitivity;
- 4                   ● Health, nutrition, and exercise habits;
- 5                   ● Pregnancy prevention and parenting;
- 6                   ● Medical and mental health insurance and resources;
- 7                   ● Auto/health insurance/responsibilities;
- 8                   ● Income tax responsibilities;
- 9                   ● Housing options like rentals, leasing and roommates;
- 10                  ● Use of public transportation; and
- 11                  ● Establishing and maintaining healthy relationships.

#### 12                   4.27.16 5.21 Seminars and Workshops

13                   CONTRACTOR shall:

14  
15                   ~~4.5.11.1.1 Use of public transportation; and~~

16                   ~~4.5.21.1.1 Establishing and maintaining healthy relationships.~~

17                   ~~4.5.31.1.1 Seminars and Workshops~~

18                   4.5.45.21.1 Conduct Seminars ~~shall be conducted~~ at CONTRACTOR's facility  
19 described in Paragraph ~~5.16~~ of this Exhibit, other community locations, or online, ~~Monday through~~  
20 ~~Friday, from 5:30 p.m. to 8:30 p.m., and will be directed~~ and direct Seminars at ILP eligible  
21 ~~youth/young adults~~ PARTICIPANTS living independently. ~~Seminars are defined as informal~~  
22 ~~discussion groups to present and discuss specific topics relevant to ILP youth/young adults and~~  
23 ~~their caregivers.~~ Seminars shall be conducted during hours described in Subparagraph 4.2 of this  
24 Exhibit.

25                   ~~4.5.51.1.1 Conduct Workshops~~ ~~will be conducted~~ at CONTRACTOR's facility  
26 described in Paragraph ~~5.16~~ of this Exhibit, other community locations, or online, ~~Monday through~~  
27 ~~Friday, from 5:30 p.m. to 8:30 p.m., and Saturdays, 9:00 a.m. to 12:00 p.m.~~ Workshops ~~are~~  
28 ~~defined as brief, intensive educational programs for youth and caregivers that emphasize~~

1 ~~participation in problem solving. Workshops may also include college tours, community service~~  
 2 ~~opportunities at local parks and beaches, and/or other education and employment related site visits.~~

3 ~~4.5.6~~5.21.2 ~~CONTRACTOR~~ shall ~~submit~~ be conducted during hours described  
 4 in Subparagraph 4.2 of this Exhibit.

5 ~~4.27.16.3~~5.21.3 Make available to ADMINISTRATOR a written curriculum,  
 6 and ~~completed~~ pre- and post-~~test~~tests for each ~~seminar and workshop that shall be subject to prior~~  
 7 ~~approval~~Seminar and Workshop, as requested by ADMINISTRATOR ~~before the seminar,~~  
 8 ~~workshop or test are conducted. At least. A minimum of ten (10) of the workshops should annual~~  
 9 Workshops shall include interactive curricula for caregivers.

10 ~~4.27.16.4~~5.21.4 ~~CONTRACTOR~~ shall ~~be encouraged to secure~~Secure  
 11 speakers and trainers for ~~seminars~~Seminars and ~~workshops~~Workshops, who are  
 12 ~~motivated~~engaging, motivating, and well versed in the challenges faced ~~by youth/young adults~~  
 13 today by PARTICIPANTS.

14 ~~4.27.16.5~~5.21.5 ~~Seminars~~Provide Seminar and ~~workshops~~ shall  
 15 ~~provide~~Workshop outreach, follow-up training, ~~individual~~individualized services, and life  
 16 planning for ~~youth/young adults~~PARTICIPANTS who have been identified by  
 17 ~~COUNTY~~ADMINISTRATOR as having learning disabilities or ~~who are~~ developmentally  
 18 delayed. ~~These youth/young adults shall be assigned an Independent Living Specialist to assist~~  
 19 ~~them and the caregivers during seminars and workshops to answer~~Assign a YSS to address  
 20 questions and ~~comments to maximize youth/young adult's~~PARTICIPANTS' and caregivers'  
 21 learning experience during Seminars and participationWorkshops.

22 ~~4.27.16.6~~5.21.6 ~~CONTRACTOR~~ shall ~~provide~~Provide meals and/or snacks  
 23 for ~~youth/young adults~~PARTICIPANTS and caregivers attending ~~seminars~~Seminars and  
 24 ~~workshops~~Workshops.

25 ~~4.27.16.7~~5.21.7 Provide Peer Mentors; (i.e., former foster youth, who are  
 26 ~~now~~ adults, ~~shall act~~) as instructional aides and facilitators for small group interactions during  
 27 ~~seminars~~Seminars and ~~workshops~~Workshops.

28 ~~4.27.17~~5.22 Special Events

CONTRACTOR shall:~~4.7~~

~~4.7.15.22.1~~ Design Special Events ~~are defined as one (1) day events at a location easily accessible to youth/young adults that affords youth/young adults the opportunity to learn about and participate in a wide range of services. Special Events should be designed to offer youth/young adults~~ PARTICIPANTS a multitude of business opportunities, business contacts, a chance to meet with community members representing their respective professions, and opportunities to manage life skills tasks. ~~Topics shall include, but not be limited to those outlined in Subparagraph 4.27.15 of this Exhibit and shall afford youth/young adults an opportunity to demonstrate practical applications of what they learned in workshops and seminars. Youth/young adults, caregivers, mentors and COUNTY personnel shall be invited to attend.~~

~~4.7.25.22.2~~ Provide Special Events ~~may also~~ that include college tours and guest speakers on topics outlined in Subparagraph ~~4.27.15~~ 5.20.13 ~~5.33~~ of this Exhibit. ~~A college tour should~~ College tours may include visits to local community colleges ~~as well as~~ and universities.

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

~~4.7.35.22.3~~ CONTRACTOR shall provide Provide Special Events on topics including, but not be limited to, those outlined in Subparagraph ~~5.20.13~~ 5.33 of this Exhibit and shall afford PARTICIPANTS an opportunity to demonstrate practical applications of what was learned in Workshops and Seminars. PARTICIPANTS, caregivers, mentors, and ADMINISTRATOR shall be invited to attend Special Events.

~~4.27.17.4~~ 5.22.4 Provide meals and/or snacks for ~~youth/young adults~~ PARTICIPANTS attending Special Events during evening hours and ~~lunch for weekend events~~ on weekends.

~~4.27.17.5~~ 5.22.5 Provide Peer Mentors ~~and~~ former foster youth, ~~shall~~ who are adults, to act as instructional aides and facilitators for small group interactions during Special Events.

6. FACILITIES~~(CAB2417)~~ CCB0120Page 18 of ~~31~~ (04/10/17)

Administrative services under this Agreement shall be provided at:

Orangewood Foundation

1575 East 17<sup>th</sup> Street

Santa Ana, CA ~~Supervision and Training~~

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

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

~~4.27.18 31.1 ADMINISTRATOR reserves the right to approve training topics eligible for reimbursement under the terms of this Agreement.~~

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

5.1 FACILITIES

~~5.1 Administrative services under this Agreement shall be provided at:~~

~~Orangewood Foundation~~

~~1575 East 17<sup>th</sup> Street~~

~~Santa Ana, CA 92705~~

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

~~aa. CONTRACTOR shall provide its own facility for CONTRACTOR's administrative functions and programmatic function for administering these~~

~~services. This facility shall be open and available to youth/young adults during service hours outlined in Paragraph 3 of this Exhibit.~~

~~5.3~~6.2 CONTRACTOR shall provide a safe, and clean environment, and maintain the facilities in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they ~~now~~ exist or ~~may be~~ are subsequently amended. CONTRACTOR shall provide all repair, maintenance, and janitorial services to all premises ~~at least~~ a minimum of five (5) days per week, subject to the satisfaction of COUNTY. Failure to comply may result in termination of ~~the~~ this Agreement.

7. REPORTS

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

~~6.1.1~~ REPORTS

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

7.1.1 Progress Report for ADMINISTRATOR's SSW

7.1.1.1 An individual verbal and/or written Progress Report summarizing PARTICIPANT's progress in meeting TILP and Individualized ILP Services Plan goals; ILP Services in which PARTICIPANT and caregiver participated; and challenges requiring further support for the PARTICIPANT to continue meeting goals.

7.1.1.2 Progress Reports on Active Status PARTICIPANTS shall be provided to the ADMINISTRATOR's SSW on a monthly basis or as requested by the ADMINISTRATOR's SSW.

7.1.1.3 Written Progress Reports shall be submitted exclusively through Secure Communications Management System (SCMS) to ensure confidentiality.

~~6.1.1.2~~ Monthly ~~Program~~ Statistical ~~Reports~~ Report

7.1.2.1 ~~By the~~ A Monthly Statistical Report of all ILP Services provided to PARTICIPANTS and caregivers during the prior month of service. Reports shall be submitted by the 15th calendar day ~~of each month, CONTRACTOR shall submit a monthly statistical~~ in a format approved by ADMINISTRATOR.

1 7.1.3 ILP Delivered Services Report

2 ~~6.1.1~~7.1.3.1 A quarterly report ~~of all ILP~~, by specific categories,  
3 detailing services provided to youth/young adults and caregivers during the prior month on a form  
4 provided PARTICIPANTS shall be submitted in a format approved by ADMINISTRATOR.

5 ~~6.2~~ Monthly Service Progress Reports

6 ~~6.2.1~~ By the 15th calendar day of each month, CONTRACTOR shall submit  
7 written individual monthly progress reports on each youth/young adult served during the prior  
8 month.

9 ~~6.31.1.1~~Year-End Final Report

10 7.1.4 Year-End Final Report

11 ~~6.3.1~~7.1.4.1 The year-endAn annual report shall summarize the results of  
12 efforts made to achievesubmitted to ADMINISTRATOR summarizing CONTRACTOR's  
13 performance objectives, and outcome measures ~~and~~achieved. The report shall ~~reflect~~include  
14 successes ~~and~~, barriers experienced, and strategies CONTRACTOR employed to address these  
15 barriers in the provision of services.

16 ~~6.41.1.1~~Serious Illness, Accident/Injury, Hospitalization or Death

17 ~~6.4.11.1.1~~CONTRACTOR shall immediately notify SSW by telephone upon  
18 CONTRACTOR becoming aware of any serious illness, accident/injury, hospitalization, or death  
19 of any youth/young adult in CONTRACTOR'S care. This verbal report shall be followed by a  
20 written Special Incident Report on a form approved by ADMINISTRATOR within twenty four  
21 (24) hours after such serious illness, accident/injury, hospitalization, or death. ~~The verbal and~~  
22 written reports shall include, but not be limited to:

23 ~~\_\_\_\_\_~~ The name of youth/young adult and date of birth;

24 ~~\_\_\_\_\_~~ The date, time and location of the serious illness, accident/injury,  
25 hospitalization, or death;

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

~~6.5 Confidential Information~~

~~6.5.1 To protect confidential information, CONTRACTOR shall submit Monthly Service Progress Reports exclusively through Secured Communications Management System (SCMS), a secured website hosted by SSA used to send and receive documents containing confidential information.~~

~~6.6 Any additional information regarding the program’s progress shall be prepared in a format approved by ADMINISTRATOR. ADMINISTRATOR may add, delete, waive or otherwise modify individual reporting requirements as stated in Paragraph 7.~~

7.1.5 Serious Illness, Accident/Injury, Hospitalization or Death

7.1.5.1 ADMINISTRATOR CONTRACTOR shall notify ADMINISTRATOR’s SSW by telephone upon CONTRACTOR becoming aware of any serious illness, accident/injury, hospitalization, or death of any PARTICIPANT in CONTRACTOR’S care. This verbal report shall be followed by a written Special Incident Report on a form approved by ADMINISTRATOR and submitted to ADMINISTRATOR within twenty-four (24) hours of the incident. The verbal and written reports shall include, but not be limited to:

- The name and date of birth of PARTICIPANT;
- The date, time, and location of the incident;
- The ILP services PARTICIPANT was receiving/participating in;
- The first and last name(s) of each person involved or who witnessed the incident and their role/relationship to PARTICIPANT/caregiver; and
- A detailed summary of the circumstances that lead up to the incident.

7.2 Reports and information required in reports shall be prepared in a format approved by ADMINISTRATOR.

7.3 ADMINISTRATOR may add, delete, waive, or otherwise modify individual reporting requirements as stated in this Paragraph 7.

8. TRAINING

8.1 CONTRACTOR shall provide training to all direct service staff on topics of confidentiality and professional behavior.

1            8.2 CONTRACTOR shall ensure direct service staff complete a minimum of twenty  
2 (20) hours of training per year on topics related to identification and prevention of child abuse,  
3 adolescent issues, and topics relevant to ILP Services to be provided.

4            8.3 CONTRACTOR shall attend COUNTY sponsored training, when required by  
5 ADMINISTRATOR.

6            8.4 ADMINISTRATOR reserves the right to approve training topics eligible for  
7 reimbursement under the terms of this Agreement.

8 7.9. ADDITIONAL CONTRACTOR RESPONSIBILITIES

9            CONTRACTOR shall:

10           ~~—— Collaborate with ADMINISTRATOR staff will:~~

11           ~~dd. — Refer youth/young adults to be served~~ establish, maintain, and, as necessary, refine  
12 the referral process to provide case management functions as required by California Department  
13 the most expeditious initiation of Social ILP Services (CDSS) regulations.

14           ~~ee. — Complete a THLP for each pre-emancipated youth/young adults, identifying skills~~  
15 ~~and knowledge that are needed to become self-sufficient and provide ongoing case management.~~

16           ~~ff. — Provide technical assistance and consultation in monitoring and evaluating the~~  
17 ~~services set forth in this Exhibit.~~

18           ~~8. — QUALITY ASSURANCE/QUALITY CONTROL~~

19           ~~8.19.1 CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan,~~  
20 ~~on a format approved by the~~ enhance communication between ADMINISTRATOR, to monitor  
21 the level of program service and quality. PARTICIPANTS, caregivers and other community-  
22 based organizations.

23           ~~hh. — The Quality Control Plan will include, but not be limited to, the following:~~

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

26           ~~—— Method for assuring that the professional staff rendering services under this~~  
27 ~~Agreement has the necessary qualifications;~~

28           ~~—— Method of identifying and preventing deficiencies in the quality of service as~~



1 defined by COUNTY policy; and

2 ~~Method for providing the~~ Provide ADMINISTRATOR with a clear description of  
3 and corrective action taken to resolve identified problems.

4 ~~8.39.2~~ written notice if CONTRACTOR denies ILP Services to PARTICIPANT. The  
5 denial notice shall update the Quality Control Plan and resubmit it for contain specific details  
6 supporting the decision. CONTRACTOR shall review and reconsider denial decisions if so  
7 requested by ADMINISTRATOR approval when changes occur.

8 ~~9.1.1 UTILIZATION REVIEW~~

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

18 10. MEETINGS

19 ~~10.19.3~~ CONTRACTOR shall attend the Attend a monthly meeting, as scheduled by  
20 ADMINISTRATOR. Topics to be discussed may include but are not limited to, Monthly Program  
21 Statistical Reports, challenges, successful strategies for service delivery, goals, and outcomes.

22 ~~10.1///~~

23 10. UTILIZATION REVIEW

24 ~~11. BUDGET~~

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

1 ADMINISTRATOR and may include both open and closed cases.

2 10.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's  
 3 facility referenced in Paragraph 6 of this Exhibit A, with date and time determined at  
 4 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback  
 5 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take  
 6 corrective action accordingly.

7 10.3 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve  
 8 differences of opinion regarding the UR findings and corrective action plan, the dispute shall be  
 9 submitted to COUNTY's Director of Children and Family Services for final resolution. Nothing  
 10 in this subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this  
 11 Agreement.

12 11. BUDGET FOR INDEPENDENT LIVING PROGRAM SERVICES

13 ~~mm.~~ 11.1 The budget for services provided ~~from July 1 through June 30 for each~~  
 14 ~~contract year~~ pursuant to Exhibit A of this Agreement is set forth as follows:

15 LINE ITEMS:

		Maximum		
	FTE <sup>(1)</sup>	Hourly	Annual	OF
<u>SALARIES</u>		Rate <sup>(2)</sup>	Budget	<u>MATCH</u>
<u>DIRECT SERVICE POSITIONS</u>				
Director Transitional Age Youth Services	0.50	\$65.00	\$ 50,000	\$—0
Independent Living Specialist, Bilingual	1.00	26.70	47,476	0
Independent Living Specialist, Bilingual	1.00	26.70	47,476	0
Independent Living Specialist	1.00	26.70	47,476	0
Independent Living Specialist—Events & Outreach	0.50	26.70	23,738	0
Transitional Housing Coordinator	0.50	26.70	0	23,738
Transitional Housing Coordinator	0.50	29.79	0	27,523
Transitional Housing Coordinator Spanish	0.50	26,70	0	23,738
Transitional Housing Site Supervisor—Vietnamese	0.50	30.15	0	27,862
Lead Resource Center Coordinator	0.25	27.06	0	12,500
Mentor Coordinator—Vietnamese	0.25	26.70	0	11,869
Mentor Coordinator—Spanish	0.25	26.70	0	11,869
Children's Trust Fund Advisor	0.40	26.70	0	18,990
Children's Trust Fund Advisor—Spanish	0.40	26.70	0	18,990
Children's Trust Fund Scholarship Coordinator	0.40	26.70	0	18,990
Program Assistant—Spanish	0.50	19.56	9,038	9,038

1	Peer Mentors (as needed, no benefits)	Avg. 0.67	15.00	0	17,500
2	<del>SUBTOTAL DIRECT SERVICE SALARIES</del>			<del>\$225,204</del>	<del>\$222,607</del>
3	<del>DIRECT SERVICE BENEFITS<sup>(3)</sup> (26.14% TOTAL)</del>			<del>\$ 58,861</del>	
4	<del>DIRECT SERVICE BENEFITS MATCH<sup>(3)</sup> (26.13% TOTAL)</del>				<del>\$ 58,173</del>
5	<del>TOTAL DIRECT SALARIES AND BENEFITS</del>			<del>\$284,065</del>	<del>\$280,780</del>
6	<del>ADMINISTRATIVE POSITIONS<sup>(4)</sup></del>				
7	Senior Accountant, Hourly	0.15	32.00	8,870	0
8	<del>— SUBTOTAL ADMINISTRATIVE SALARIES</del>			<del>\$ 8,870</del>	<del>\$ 0</del>
9	<del>ADMINISTRATIVE SERVICE BENEFITS<sup>(5)</sup> (24.22% TOTAL)</del>			<del>2,148</del>	<del>\$ 0</del>
10	<del>— SUBTOTAL ADMINISTRATIVE SALARIES AND BENEFITS</del>			<del>\$ 11,018</del>	<del>\$ 0</del>
11	<del>— TOTAL ALL SALARIES AND BENEFITS</del>			<del>\$295,083</del>	<del>\$280,780</del>
12	<del>SERVICES AND SUPPLIES</del>				
13	<del>Direct Financial Assistance to YOUTH</del>			<del>\$ 0</del>	<del>\$15,000</del>
14	<del>Direct Financial Assistance to YOUTH for Higher Education</del>			<del>0</del>	<del>67,094</del>
15	<del>Office Expenses</del>			<del>6,194</del>	<del>0</del>
16	<del>Program Expense</del>			<del>2,400</del>	<del>0</del>
17	<del>Telephone</del>			<del>4,965</del>	<del>0</del>
18	<del>Mileage<sup>(6)</sup></del>			<del>12,000</del>	<del>0</del>
19	<del>Youth Incentives</del>			<del>0</del>	<del>16,000</del>
20	<del>Caregivers Incentives</del>			<del>0</del>	<del>8,000</del>
21	<del>Youth Special Events</del>			<del>4,000</del>	<del>8,000</del>
22	<del>Food, Snacks for Workshops, Seminars and Special Events</del>			<del>4,200</del>	<del>4,000</del>
23	<del>— SUBTOTAL SERVICES AND SUPPLIES</del>			<del>\$ 33,759</del>	<del>\$118,094</del>
24	<del>OPERATING EXPENSES</del>				
25	<del>Facility Lease/Rental</del>			<del>\$ 31,600</del>	<del>\$ 0</del>
26	<del>Insurance</del>			<del>8,544</del>	<del>0</del>
27	<del>— SUBTOTAL OPERATING EXPENSES</del>			<del>\$ 40,144</del>	<del>0</del>
28	<del>— TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES</del>			<del>\$ 73,903</del>	<del>\$118,094</del>
29	<del>INDIRECT COSTS (8.1%)</del>			<del>\$ 29,888</del>	
30	<del>— SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS</del>			<del>\$398,874</del>	<del>\$398,874</del>
31	<del>— TOTAL LINE ITEM BUDGET</del>			<del>\$398,874</del>	

†

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type</u> <sup>(1)</sup>	<u>Maximum Hourly Rate</u> <sup>(2)</sup>	<u>FTEs</u> <sup>(3)</sup>	<u>Amount</u>
<u>Director of Transitional Age Youth Services</u>	<u>D</u>	<u>65.00</u>	<u>0.50</u>	
<u>Youth Support Specialist<sup>(4)</sup></u>	<u>D</u>	<u>26.70</u>	<u>3.50</u>	
<u>Program Assistant</u>	<u>D</u>	<u>19.56</u>	<u>0.50</u>	
<u>Senior Accountant</u>	<u>A</u>	<u>32.00</u>	<u>0.15</u>	

1	<u>Staffing Subtotal</u>	\$234,074
2	<u>EMPLOYEE BENEFITS <sup>(5)</sup></u>	61,009
3	<u>TOTAL STAFFING &amp; EMPLOYEE BENEFITS</u>	<u>\$295,083</u>
4	<u>SERVICES AND SUPPLIES<sup>(6)</sup></u>	
5	<u>TOTAL SERVICES AND SUPPLIES</u>	<u>\$ 33,759</u>
6	<u>OPERATING EXPENSES<sup>(7)</sup></u>	
7	<u>TOTAL OPERATING EXPENSES</u>	<u>\$ 40,144</u>
8	<u>SUBTOTAL STAFFING AND BENEFITS,</u>	
9	<u>SERVICES AND SUPPLIES, AND OPERATING EXPENSES</u>	<u>\$368,986</u>
10	<u>INDIRECT COSTS <sup>(8)</sup></u>	<u>\$ 29,888</u>
11	<u><b>MAXIMUM OBLIGATION JULY 1, 2020 - JUNE 30, 2021</b></u>	<u><b>\$398,874</b></u>

<sup>(1)</sup> Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.

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

<sup>(3)</sup> 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.

~~<sup>(2)</sup> Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid equal to or less than maximum hourly rate.~~

<sup>(3)(4)</sup> A minimum of 1.0 FTE Youth Support Specialist positions shall be filled with bilingual staff.

<sup>(5)</sup> Employee Benefits include contributions to 401k or retirement plans; health insurance;

1 dental insurance; ~~life insurance; long term disability insurance; payroll taxes such as FICA,~~  
 2 ~~Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax. The~~  
 3 ~~overall benefit rate shall not exceed 27.10% of the actual salary expense claimed.~~

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

8 ~~(5) Employee Benefits include contributions to 401k or retirement plans; health insurance;~~  
 9 ~~dental insurance~~ vision insurance; Employee Assistance Plan; life insurance; long-term disability  
 10 insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax,  
 11 and Workers' Compensation Tax. ~~The overall benefit rate shall not exceed 17.81%, based on the~~  
 12 currently prevailing rates; and expense for accrued vacation time payout, for a separated employee,  
 13 limited to the actual vacation time accrued during the fiscal year in which the expense is claimed,  
 14 minus the actual vacation time used by the employee during said fiscal year. The Direct Service  
 15 benefit rate shall not exceed twenty-six and fourteen hundredths percent (26.14%) of the actual  
 16 salary expense claimed. The Administrative Service benefit rate shall not exceed twenty-four and  
 17 twenty-two hundredths percent (24.22%) of the actual salary expense claimed.

18 ~~(6) Mileage is~~ Services and Supplies include costs for program expenses such as office  
 19 expenses and telephone; mileage as limited to the amount allowed by IRS; and group service  
 20 expenses such as costs for food, supplies, and venues needed for Workshops, Seminars, and  
 21 Special Events.

22 (7) Operating Expenses include costs for facility lease/rental and insurance.

23 (8) Indirect costs include administrative costs not directly charged to the program including  
 24 costs for audits, Human Resources, Information Technology, and additional administrative salaries  
 25 and benefits. Indirect costs are based on eight and one tenth percent (8.1%) of the total budget. In  
 26 the event the rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget  
 27 amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any  
 28 changes in the rate.

1 11.2 Pursuant to Subparagraph 20.3 of this Agreement, CONTRACTOR shall provide  
2 the following as part of the Match requirement: ILP Dollars to PARTICIPANTS for expenses,  
3 including, but not limited to: work, training, and extracurricular expenses; ILP Dollars to  
4 PARTICIPANTS for higher education; access to CONTRACTOR’s ORC; ILP Dollar Incentives  
5 for PARTICIPANTS; incentives for caregivers; Special Events for PARTICIPANTS; meals  
6 and/or snacks for group services; and a minimum of 4.5 FTE in-kind direct service positions.

7 11.3 Expenses for extra pay, including, but not limited to, overtime, stipends, bonuses,  
8 staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement  
9 unless authorized in advance, and in writing by ADMINISTRATOR. Such authorization shall be  
10 considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of  
11 ADMINISTRATOR.

12 11.4 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
13 notice, to add, delete, or modify line items and/or amounts and/or the number and type of FTE  
14 positions without changing COUNTY’s maximum obligation as stated in Subparagraph 1920.1 of  
15 this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in  
16 accordance with Subparagraph 4342.4 of this Agreement, in the event ADMINISTRATOR  
17 reduces the maximum obligation as stated in Subparagraph 1920.1 of this Agreement,  
18 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately  
19 reduce the service goals as set forth in this Exhibit. Failure to obtain advance written approval for  
20 any proposed Budget Modification Request may result in disallowance of reimbursement for those  
21 costs.

22 ##

23 ~~12. MATCH~~

24 ~~nn. Pursuant to Subparagraph 19.3 of this Agreement, CONTRACTOR shall~~  
25 ~~provide the following as part of the Match requirement:~~

26 ~~Direct Financial Assistance to youth/young adults, including but~~  
27 ~~not limited to work expenses, training expenses and extracurricular~~  
28 ~~expenses.~~

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

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

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

~~In kind positions stated in Paragraph 13:~~

~~Lead Resource Center Coordinator.~~

~~Transitional Housing Coordinator.~~

~~Mentor Coordinator.~~

~~Children's Trust Fund Advisor.~~

~~Peer Mentor.~~

~~Transitional Housing Site Supervisor.~~

~~Volunteer.~~

11.5 In the event the budget shown in Subparagraph 11.1 of this Exhibit 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. For example, if Budget Modification #1 is approved on August 15, 2020, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget beginning on July 1<sup>st</sup> of each Agreement year shall be identical to the most recently modified annual budget.

13.12. STAFF

~~CONTRACTOR shall hire staff with the education, proficient English language skills and experience necessary to appropriately perform all functions as described in this Agreement.~~



~~Bilingual staff shall meet the cultural and language needs of the community to be served.~~

CONTRACTOR shall provide the following described staff positions:

~~13.1~~12.1 Director of Transitional Age Youth Services

Duties:

~~12.1.1~~ 12.1.1 Oversee the direct service programs for ~~emancipating—foster youth.~~ emancipating PARTICIPANTS.

~~12.1.2~~ 12.1.2 Provide assistance to ~~the ILP Program Supervisors~~ supervisory staff in setting program objectives and outcome goals. ~~Interacts regularly~~

~~13.1.1~~12.1.3 Interact with ~~SSA—staff~~ ADMINISTRATOR to maintain communication and ~~the sharing of~~ provide requested information.

~~13.1.2~~12.1.4 Provide direct oversight and supervision for service delivery.

~~12.1.5~~ 12.1.5 Provide a minimum of one (1) hour per week of individual supervision to direct service staff.

~~13.1.2~~ Provide a minimum of two (2) hours ~~per month with each direct service staff.~~

~~13.1.4~~12.1.6 Provide two (2) hours of group supervision per month to ~~the~~ direct service staff.

Qualifications:

~~12.1.7~~ 12.1.7 Master’s degree in human services or related field with a minimum of two (2) years of experience ~~in human services~~ coordinating social services related programs. ~~Excellent~~

~~13.1.5~~12.1.8 Knowledge and understanding of issues related to child abuse.

~~13.2~~ Independent Living specialist

12.2 Youth Support Specialist

Duties:

~~13.2.1~~12.2.1 Provide and coordinate ~~the vast array of independent living services~~ ILP Services currently available ~~and as defined in California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 31-525~~ to referred PARTICIPANTS.

~~12.2.2~~ 12.2.2 Develop ~~an individualized~~ Individualized ILP services plan, which supports youth/young adult’s TILP Services Plans to support PARTICIPANT’s TILPs, in collaboration with



PARTICIPANTS, caregivers, and ADMINISTRATOR's SSWs.

Support, in collaboration with ~~youth/young adult, caregiver,~~  
and ADMINISTRATOR's SSW.

~~13.2.3~~ 12.2.3 ~~In collaboration with SSA staff, Independent Living Specialists~~  
~~shall support~~, pregnant and parenting ~~youth/young adults, including,~~ PARTICIPANTS, by  
providing referrals to community-based parent education, housing resources, child care resources,  
and education ~~regarding on~~ future family planning and pregnancy prevention.

~~13.2.4~~ 12.2.4 Assist ~~youth~~ PARTICIPANTS and caregivers during  
~~seminars~~ Seminars and ~~workshops, to answer~~ Workshops, address questions, and maximize the  
learning ~~experience~~ and participation experience.

~~13.2.5~~ 12.2.5 Provide direct case management services including assessments,  
ILP plan and development ~~and of ILP curriculum development~~ and Individualized Services Plans.

~~13.2.6~~ 12.2.6 ~~Conducts~~ Conduct individualized one-on-one meetings with  
~~youth/young adults~~ PARTICIPANTS.

~~13.2.7~~ 12.2.7 Facilitate ~~workshops~~ Workshops, coordinate services, and work with  
~~youth/young adults~~ PARTICIPANTS, caregivers, and interdisciplinary team.

Qualifications:

12.2.8 Bachelor's degree in ~~either~~ sociology, social work, education, or ~~a~~ related  
field from an accredited college or university; ~~and one~~.

~~13.2.8~~ 12.2.9 One (1) year of experience working in ~~the~~ human services field.

~~13.2.9~~ 12.2.10 ~~Must possess~~ Possess a valid California driver's license with  
proof of current automobile insurance.

~~13.2.10~~ 12.2.11 ~~Must possess~~ Possess basic understanding of developmental  
learning theory and ~~of~~ adolescent and child abuse issues.

~~Must be a minimum age of twenty~~ Twenty-one (21) years-

~~oo. — Lead Resource Center Coordinator (in kind)~~

Duties:

~~Responsible for the general supervision of the Orangewood Resource~~

1 ~~Center located at CONTRACTOR's facility indicated in Paragraph 5.1~~  
2 ~~of this Exhibit.~~

3 ~~Provide youth/young adults and former foster youth with emergency~~  
4 ~~clothing, hygiene items, food and laundry facilities; Internet~~  
5 ~~access, fax, phone and copier; help with resume building, job search~~  
6 ~~skills and goal setting.~~

7 ~~Conducts individualized one-on-one meetings with youth/young~~  
8 ~~adults.~~

9 ~~Qualifications:~~

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

14 ~~pp. Transitional Housing Coordinator (in-kind)~~

15 ~~Duties:~~

16 ~~Provides and coordinates the vast array of emancipation and~~  
17 ~~independent living services currently available.~~

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

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

24 ~~Identifies and connect youth/young adult to relevant community~~  
25 ~~resources.~~

26 ~~Coordinates care with SSW and other care team members.~~

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

28 ~~Conducts individualized one-on-one meetings with youth/young~~

1 ~~adults.~~

2 ~~Completes the Monthly Service Progress Reports as established in~~  
3 ~~Subparagraph 6.2 of this Exhibit.~~

4 ~~Qualifications:~~

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

8 ~~Additional experience may be substitute for degree.~~

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

11 ~~qq. Mentor Coordinator (in-kind)~~

12 ~~Duties:~~

13 ~~Facilitate mentor-youth/young adult matching by recruiting~~  
14 ~~assessing eligible youth/young adults for the program.~~

15 ~~Provide case management for new and existing mentor youth/young~~  
16 ~~adult matches.~~

17 ~~Plan workshops and outings/activities.~~

18 ~~Initiate and maintain contact with social workers, caregivers and~~  
19 ~~school personnel.~~

20 ~~Assist with mentor training.~~

21 ~~Represent Mentor Program to youth, group homes, resource families,~~  
22 ~~social workers, school personnel and in other arenas.~~

23 ~~Conducts individualized one-on-one meetings with youth/young~~  
24 ~~adults.~~

25 ~~Qualifications:~~

26 ~~Bachelor's Degree in social science, education, human services, or~~  
27 ~~a related field preferred with a minimum of two (2) years of~~  
28 ~~experience with non-profit organizations or relevant experience and~~

~~experience with higher educational systems and foster youth.  
Demonstrate strong independent project management skills and be  
proficient in Microsoft Word, Outlook, Excel and Internet; knowledge  
of PowerPoint preferred.~~

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

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

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

~~rr. Children's Trust Fund Advisor (in-kind)~~

~~Duties:~~

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

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

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

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

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

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

~~Qualifications:~~

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

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

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

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

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

~~13.6.12~~12.2.12 ~~Must possess a valid California driver's license and proof of current automobile insurance~~older.

~~13.7~~12.3 Program Assistant

Duties:

~~13.7.1~~12.3.1 ~~Manage and track ILP Dollar Incentives, enter all incoming Financial Assistance applications into the database, enter expenditure updates, and verify Financial Assistance and ILP Dollar Incentives eligibility.~~

~~13.7.2~~12.3.2 ~~Communicate with youth/young adults about their Financial Assistance application~~PARTICIPANTS and inform them of ILP Dollar Incentives eligibility criteria.

~~13.7.3~~12.3.3 ~~Distribute ILP Dollar Incentives to youth/young adults~~PARTICIPANTS.

~~13.7.4~~12.3.4 ~~Serve as the main Financial Assistance~~primary ~~contact to assist with PARTICIPANTS and address ILP Dollar Incentives queries (e.g., questions, documents, referrals,~~

etc..)

~~13.7.5~~ 12.3.5 Provide meeting/event support (e.g., preparation, meeting minutes, and/or reports).

~~12.3.6~~ Responsible for overall efficient completeness of database youth/young adult (client) general tab by entering Enter all new youth/young adult PARTICIPANT records, ~~Orangewood Resource Center (ORC)~~ attendance, and services provided, ~~and maintaining into~~ database.

~~13.7.6~~ 12.3.7 Maintain and ~~reconciling~~ reconcile ILP files.

~~13.7.7~~ 12.3.8 Manage ~~Transitional Independent Living Plan (TILP)~~ referrals.

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

Qualifications:

~~13.7.9~~ 12.3.9 ~~Bachelor's Degree preferred, high~~ High school diploma or equivalent with ~~approximately~~ two (2) or more years of experience performing administrative functions ~~acceptable~~ is required. Bachelor's degree is preferred.

~~12.3.10~~ Excellent written and oral communication skills including phone ~~experience, proficient~~ communications.

~~13.7.10~~ 12.3.11 Proficiency in ~~all~~ Microsoft Office applications, (e.g., Outlook, Excel, Power Point, ~~E-mail,~~ Word, etc.), and ~~able~~ ability to learn new programs quickly.

~~13.7.11~~ 12.3.12 ~~Must possess~~ Possess a valid California driver's license and proof of current automobile insurance.

~~Peer Mentor (in kind)~~

Duties:

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

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

Qualifications:

~~Some college preferred.~~

~~Must be former foster youth over the age of nineteen (19) years.~~

~~Position may require bilingual Spanish speaking.~~

~~13.9~~ 12.4 Senior Accountant

Duties:

~~12.4.1 Oversees~~ Oversee contractual financial compliance, ~~prepares~~

~~13.9.1~~ 12.4.2 Prepare monthly ~~invoice~~ invoices from payroll records ~~and~~  expense ~~report, prepares~~ reports, and budget modification requests ~~if~~ as necessary.

Qualifications:

~~12.4.3 Minimum of four~~ Four (4) years of accounting and bookkeeping experience. ~~Advanced education is required; bachelor's degree~~ in accounting is preferred.

Education may be substituted for experience on the following basis:  
one (1) year of experience in the maintenance and review of fiscal, financial or statistical records may be substituted by completion of twelve (12) semesters or eighteen (18) ~~quarters~~ quarter college level units in accounting, business math, bookkeeping, or ~~a closely~~ related field.

~~uu. Transitional Housing Site Supervisor (in-kind)~~

~~Duties:~~

~~Provide supervision and direction to Transitional Housing staff.~~

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

~~Qualifications:~~

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

~~Supervisor experience preferred.~~

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

~~Proficient in Microsoft Office: Outlook, Word, Access and internet.  
Must be a minimum of 21 (twenty-one) years old.  
Must possess a valid California driver's license and proof of  
current automobile insurance.~~

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~~vv. Volunteer (in kind)~~

~~Duties:~~

~~Provide child care.~~

~~Qualifications:~~

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

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~~13.2.1~~ 12.4.4 ~~##~~ coursework.

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