AGREEMENT

I. INTRODUCTION

THIS AGREEMENT is entered into as of _____, between the COUNTY OF TULARE, referred to as COUNTY, and **CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT**, referred to as CONTRACTOR, with reference to the following:

A. County wishes to retain the services of CONTRACTOR for the purpose of providing a community-based family support and preservation service to promote the safety and well-being of children and their families.

B. CONTRACTOR has the experience and qualifications to provide the services the COUNTY requires pertaining to the COUNTY'S Child Welfare Services Programs; and

C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

ACCORDINGLY, IT IS AGREED:

1. **TERM**: This Agreement shall become effective as of July 1, 2015 and shall expire at 11:59 PM on June 30, 2016 unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED**: See attached **EXHIBIT A, A-1, A-2, A-3**

3. **PAYMENT FOR SERVICES**: See attached **EXHIBIT B.**

4. **INDEPENDENT CONTRACTOR STATUS:**

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any

duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

5. **COMPLIANCE WITH LAW**: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. **GOVERNING LAW**: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

7. **RECORDS AND AUDIT**: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall

make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

8. **CONFLICT OF INTEREST**:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

9. **INSURANCE**: Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of insurance as set forth in **EXHIBIT C** attached, which outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **EXHIBIT C** shall not be used to reduce limits available to COUNTY as an additional insured from CONTRACTOR's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

10. **INDEMNIFICATION**: CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims

that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTORS failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. **TERMINATION**:

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

(1) be adjudged a bankrupt, or
(2) become insolvent or have a receiver appointed, or
(3) make a general assignment for the benefit of creditors, or
(4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
(5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

(6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
(7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

13. **FORM DE-542**: If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the

required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

14. **NOTICES**:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:
Tulare County Health & Human Services Agency
Contracts Unit
5957 S. Mooney Blvd.
Visalia, CA. 93277
Phone No.: (559) 624-8000
Fax No.: (559) 737-4059

CONTRACTOR:
Cutler-Orosi Joint Unified School District
Family Educational Center
12623 Avenue 416
Orosi, CA. 93647
Phone No.: (559) 528-4763
Fax No.:_____

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

15. **ASSIGNMENT/SUBCONTRACTING**: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

16. **DISPUTE RESOLUTION**: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless

the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

17. **FURTHER ASSURANCES**: Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

18. **CONSTRUCTION**: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

19. **HEADINGS**: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

20. **NO THIRD-PARTY BENEFICIARIES INTENDED**: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

21. **WAIVERS**: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

22. **EXHIBITS AND RECITALS**: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

23. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY**: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

24. **ENTIRE AGREEMENT REPRESENTED**: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

25. **ASSURANCES OF NON-DISCRIMINATION**: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

26. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):**

(a) CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in **EXHIBIT D** attached.

(b) At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protection of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

(c) COUNTY may immediately terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this provision.

27. **CULTURAL COMPETENCE AND DIVERSITY:** CONTRACTOR shall comply with the Cultural Competence exhibit, as set forth in **EXHIBIT E** attached.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date:_____ BY_____
Chairman, Board of Supervisors

ATTEST: JEAN ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By_____
Deputy Clerk

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Date: 5-15-15 By_____
TITLE Pres. of Bd. of Directors

Date: 5-15-15 By_____
TITLE Superintendent

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By_____
Deputy 2015673

Date 5/21/15

Exhibit A

Cutler-Orosi Joint Unified School District
Family Educational Center
12623 Avenue 416
Orosi, California 93647
(559) 528-4763
Cyndee Garcia
CAGarcia@cojusd.org

Time-Limited Family Reunification (TLFR)
Family Transitional Support Services Program
Professional Service Agreement

Budget Line: 001-142-6043-2150
Fiscal Years: July 1, 2015 – June 30, 2016
Fund Amount: $119,217

Services to be Performed and Location

Contractor to perform a community-based family support and preservation service to promote the safety and well being of children and their families; increase strength and stability of families; increase parent's confidence in their parenting abilities; afford children a safe, stable and supportive family environment; strengthen parental relationships; and otherwise enhance child development. Services may include but are not limited to parent education and information and referral services. Services may also include transportation to and from any of the services and activities described above. Services must utilize an intensive, family-centered, strengths-based approach to serving families. Services must be evidence-based or promising-practice as appropriate. Contractor shall leverage community resources and collaborate with community organizations such as, but not limited to, Tulare County Child Welfare Services (CWS), health, and mental health organizations.

Contractor shall operate a Time-Limited Family Reunification (TLFR) Family Transitional Support Services (FTSS) program, partnering with CWS, to provide services to CWS clients who are on track to reunify with their children within less than 15 months from the date the child is considered to have entered foster care. The TLFR FTSS Program must be a strength-based, needs-driven, family-centered, and flexible program that helps children and families strengthen individual and family supports so that family functioning is improved and reunification is successful. Services must be done by providing or connecting families to necessary support services, as well as helping them to identify informal supports they can rely on when they exit the program. Examples of formal supports include, but are not limited to: respite care, professional mentoring, in-home counseling, parenting support groups, financial programs, transportation, and child care. Examples of informal supports include, but are not limited to: extended family members, meal planning, budgeting, babysitting, and help with children's homework. Contractor shall provide an interpreter to clients that speak a language other than English or Spanish. Contractor shall serve all Zip Codes in North Tulare County that are not served by another Family Resource Center.

Through this partnership, CWS shall:

1. Provide referrals of eligible families to the Contractor for FTSS services. The following: FTSS meeting; Exit from Placement Team Decision making (TDM) meeting: Voluntary Family Maintenance (VFM) Case Plan meeting; Family Engagement Staffing; and Initial Case Plan meeting for all new cases with a FM recommendation.
2. Organize an exit meeting with CWS, the referred family, and the Contractor prior to reunification to develop a FTSS plan; and
3. Utilize reports/logs received from the Contractor to track open cases, services, and recidivism outcomes for families referred to the Contractor
4. Enter referrals for all eligible families into the County's Child Welfare Services, Case Management System (CWS/CMS)

Through this partnership, the Contractor shall:

1. Implement a TLFR FTSS Program that incorporates evidence-based practices as well as CWS protocols, policies, and required outcomes;
2. Actively participate with CWS and the California Evidence-Based Clearinghouse for Child Welfare to develop the TLFR FTSS Program, and the program's policies and protocols;
3. Attend staffing meeting with CWS and the referred family prior to reunification;
4. Work collaboratively with the family to develop a needs-driven FTSS plan for each referred family;
5. Connect at-risk children and families to services and programs, based on the child/family-driven services plans.
6. Collect and maintain data on the clients served by the TLFR FTSS Program and provide this information to CWS as requested; and
7. Provide quarterly and semi-annual data reports for families served, as required by CWS.

Evidence-Based/Promising-Practice

Contractor will work with CWS and the California Evidence-Based Clearinghouse to continually develop the FTSS Program in accordance with evidence-based and promising practice efforts.

Contractor shall refer clients to evidence-based/promising practice services as appropriate. Contractor shall administer evidence-based/promising-practice pre and post assessment tools to clients. Contractor shall work with CWS to determine the appropriate assessment tools to use.

Contractor shall ensure that the TLFR FTSS Program staff members are properly trained in all applicable evidence-based and promising-practice models they are delivering.

Target Population

The target population of the TLFR FTSS Program is children and families in North Tulare County, that are not in the service area of another Family Resource Center, reunifying within 15 months from the date the child is considered to have entered foster care.

Program Participants or Clients to be Served

Contractor agrees to deliver services to program participants described in Table 1 below. Contractor shall maintain all necessary sign-in sheets and program documentation.

Table 1

Children 0-5	Children 6-18	Children Special Needs	Adults	Families
30	20			

Referral Process and Client Contact

A family may be referred to the FTSS program at different points throughout the case. Once the family is determined to be eligible for FTSS services the CWS SW will bring the referral to one of the following meetings:

- FTSS Meeting
- Exit from Placement TDM Meeting
- VFM Case Plan Meeting
- Family Engagement Staffing
- Initial CWS Case Plan Meeting for all new cases with a FM recommendation

Goals

The goals of the Time-Limited Family Reunification FTSS Program are as follows:

1. Connect at-risk children and families to evidence-based services and programs in their community by linking families to appropriate resources and support services based on specific needs;
2. Increase the number of FTSS plans with deliberate referrals;
3. Increase the number of clients that follow through with FTSS plans;
4. Reduce the number of families that are re-referred to the CWS system for the same issues;
5. Decrease recidivism; and
6. Families express satisfaction with the efficacy of TLFR FTSS Program services.

Outcomes

Contractor shall measure client satisfaction and engagement outcomes, as required by the County Three Year Child Abuse Prevention Plan. Contractor shall measure short-term, intermediate, and long-term client outcomes and maintain outcome tools and surveys on file for inspection by the County Liaison and representatives of the Office of Child Abuse Prevention (OCAP).

Contractor shall develop a tracking mechanism to monitor the TLFR FTSS Program short-term, intermediate, and long-term outcomes outlined in the logic model (Exhibit A-1). Outcome measures must be quantifiable and must be evaluated using pre and post evidence-based or promising-practice tools whenever appropriate. Contractor shall develop a Logic Model Matrix (approved by CWS) to report on all logic model outcomes.

Contractor shall use the TLFR FTSS Family Development Matrix Tool to monitor the outcomes below. Outcome measures must be quantifiable and must be evaluated using pre and post evidence-based or promising-practice tools whenever appropriate. The outcomes of the Family Transitional Support Services Program are (County may adjust outcome measures as baseline data is collected):

1. 75% of families receiving treatment will show an increase in family functioning and resiliency; and
2. 75% of families that successfully complete TLFR FTSS Program will not be re-referred to the CWS system for the same issues within 18 months of completion; and
3. Contractors shall maintain an 85% client satisfaction rate.

Deliverables

Contractor shall submit the following reports documenting program progress and clients completing services at mid year, no later than January 15, 2016:

1. Service Goals and Outcomes Summary Report (Exhibit A-2)
2. OCAP Report (Exhibit A-3)
3. Logic Model Matrix Report
4. TLFR FTSS Family Development Matrix Report

Contractor shall submit the following reports documenting program progress and clients completing services at year end, no later than July 15, 2016:

1. Service Goals and Outcomes Summary Report (Exhibit A-2)
2. OCAP Report (Exhibit A-3)
3. Logic Model Matrix Report
4. TLFR FTSS Family Development Matrix Report

Contractor shall submit the following reports documenting program progress and clients completing services at year end, no later than August 15, 2016:

1. Three page narrative detailing an outcome-based evaluation of services addressing:
    a. The use of evidence-based and promising-practice within the FTSS Program including the number of clients served by each evidence-based practice;
    b. Results with regard to meeting the goals of the program; and
    c. Braided funding that is used to support the program.

Case Management Requirements

Contractor shall comply with the provision of Welfare and Institutions Code Section 10850, the California Department of Social Services Manual of Policy and Procedures, Division 19 Regulations, the federal statutes and regulations to assure (in partial summary) that all records concerning an individual shall be kept confidential and shall not be open to examination for any purpose not directly connected with administration, performance, compliance, monitoring or auditing of the agreement.

Child Abuse and Neglect Reporting Act

The California Child Abuse and Neglect Reporting Law are currently found in Penal Code (P.C.) Sections 11164-11174.31. The primary intent of the reporting law is to protect an abused child from further child abuse. Child abuse must be reported when a mandated reporter, "in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect." (P.C. 11166 (a))

Contractor shall notify CWS in all instances where there is suspected child abuse in the home of a CWS client and contractor shall further carry out their duties as a mandated reporter under the California Child Abuse and Neglect Reporting Law.

Cutler – Orosi Time-Limited Family Reunification FTSS Logic Model

Program Name: Cutler-Orosi Family Education Center Time-Limited Family Reunification Program	**Program Vision:** Qualified families in the Cutler-Orosi area are identified and effectively connected to community-based services that are responsive to family needs and prevent re-entrance into the County Child Welfare System.
Population Served: Families of children and youth at-risk the Cutler-Orosi area who are reunited with their families within 15 months of the date that the child is considered to have entered foster care.	**Population Needs to be Addressed by Services:** Family Transitional Support Service clients are in need of Family Preservation and Support Services, including programs to improve parenting skills, provide a safe and stable family environment for children, strengthen parental relationships, and enhance overall child development.
Services: Individual, group, and family counseling; Inpatient, residential, or outpatient substance abuse treatment services; Mental health services; Assistance to address domestic violence; Services to provide temporary child care and therapeutic services for families; Transportation to and from any of the activities or services described above; Case management, including home visits; Family needs assessment and support plan; Parenting skills classes; Resource and referral services; Regular monitoring to track progress and address issues.	**Assumptions:** Child safety is improved when social workers and families focus on the safety of children, and build upon families' strengths that contribute to child safety meeting family needs. Many families will benefit more from a Family Support Plan than a traditional child protection response. Collaboration between social workers and families increases the likelihood of finding solutions to the areas of need. Engaging with the family and acknowledging their needs will increase the likelihood of family investment in change.

Resources: Outreach Aide; Grant Coordinator; training for Outreach Aide and Grant Coordinator\; ongoing collaboration with Child Welfare Services; office space, supplies, and equipment for Outreach Aide; transportation for Outreach Aide to make home visits; transportation for families to services.

Measurement: All indicators will be measured using the Family Development Matrix.

Outcomes	Indicators
Participants know how to manage child behavior in a nurturing and effective manner (behavior management, discipline).	▪ Participants demonstrate knowledge of the importance of spending time positively interacting with their children. ▪ Participants demonstrate knowledge of the importance of predictable and developmentally appropriate routines for their children (bedtime, meals, homework, etc.). ▪ Participants demonstrate knowledge of realistic expectations for their children's behavior.
Participants know how to access formal support systems in their communities.	▪ Participants demonstrate knowledge of how to access needed services available to them in the community. ▪ Participants demonstrate knowledge of the Federal, State, and local entitlement programs for which they qualify and where to go to apply for them. ▪ Participants demonstrate knowledge of their own abilities to meet theirs and their family's needs independently.
Participants know how to manage family life to promote self-sufficiency, safety, and stability.	▪ Participants demonstrate knowledge of how to develop and manage a household budget. ▪ Participants demonstrate knowledge of how to obtain safe and affordable housing.

Exhibit A - 1

Outcomes	Indicators
	▪ Participants demonstrate knowledge of where they can access clothing, food, medications, and shelter in emergency situations.
Participants know the importance of having a mutual support network of friends, family, and neighbors.	▪ Participants demonstrate knowledge of how reliable, safe, and appropriate friends, family members, and neighbors can provide their families with support when they need it. ▪ Participants demonstrate knowledge of how they can assist friends, family, and neighbors with support when they need it. ▪ Participants demonstrate knowledge of their personal needs for support.
Participants know appropriate and effective strategies for mediating their children's challenging behaviors (behavior management).	▪ Participants demonstrate knowledge of how to structure their children's environment to facilitate positive behaviors. ▪ Participants demonstrate knowledge of appropriate, effective, and nonabusive methods of reducing negative behaviors. ▪ Participants demonstrate knowledge of when to seek outside help with their children's behaviors.
Participants meet their children's needs for health and safety.	▪ Participants maintain a healthy standard of hygiene for their infants and children. ▪ Participants received appropriate medical care for their children as needed. ▪ Participants have selected appropriate caregivers for their infants or children. ▪ Participants do not spank, hit, slap, or yell at their children.
Participants make alterations to their homes as needed to create a safe environment.	▪ Participants remove household hazards (including outside hazards) that jeopardize child safety.

Exhibit A - 2

Service Goals and Outcomes Summary
County Fiscal Year 2015 / 2016

INSTRUCTIONS: Please provide the following requested information.
Check box designating a report for CAPIT, CBCAP, PSSF, or CTF
Mid-Year Report is due by January 15, 2016
Final Report is due July 31, 2016
CAPIT and CBCAP grantees must file an OCAP 150 Report with Final Report

Grantee: Cutler-Orosi Unified School District FEC (TLFR Family Transitional Support Services Program)

CAPIT ☐ CBCAP ☐

PSSF ☒ CTF ☐

		PROJECTED GOALS					ACTUAL OUTCOMES				
Time Period	Funds Expended	Total Number Of Clients to be served					Total Number of clients completing services				
		Children			Adults	Families	Children			Adults	Families
		0-5	6-18	w/disabilities			0-5	6-18	w/disabilities		
July 1 – December 31											
January 1 – June 30											
Total		30	20								

Exhibit A - 3

OCAP MID/YEAR END REPORT - PSSF
Time-Limited Family Reunification
Fiscal Year 2015/2016

Agency Name: **Cutler-Orosi Family Educational Center**

	Total Number of Clients Completing Services				
	Children			Adults	Families
	0-5 Years	6-18 Years	with disabilities		
Services					
Behavior, health, mental health services					
Childcare					
Domestic violence services					
Parent/sibling visitation					
Peer Support					
Respite care					
Substance Abuse Treatment Services					
Transportation (to and from services)					
Client Characteristics					
White (Non Hispanic)					
Hispanic					
Black (Non Hispanic)					
Asian					
Native American					
Other					

Exhibit B

Payment Amount and Fee Schedule
Contractor shall invoice County monthly. The maximum amount payable for this agreement is $119,217. Payment for service shall be on a reimbursement basis for adequately documented costs associated with cost principles and standards of OMB circular A-87.

- Costs shall be adequately documented
- Direct cost shall be specifically identified to services performed
- Employees shall be compensated for time specifically identified to service performed
- Travel expenses shall be specifically identified to service performed

A standard indirect cost allowance may be used in lieu of determining actual indirect costs of service.

Budget Reductions
In the event the contractor anticipates that funds shall not be expended in full by the end of each fiscal year, contractor shall give Tulare County HHSA immediate written notice and negotiate a budget reduction so that the PSSF funds can be reallocated and expended by year-end.

Publications
Materials published by Contractor shall ensure all publications funded through this contract will include acknowledgement of the Health and Human Services Agency, Child Welfare Services.

EXHIBIT "C"
PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of $1,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than $2,000,000.

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of $1,000,000 per occurrence. If an annual aggregate applies it must be no less than $2,000,000.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

2. CONTRACTOR must submit endorsements to the General Liability and Auto Liability reflecting the following provisions:

   a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.*

   b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*

   c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

   a. *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the*

contractor, its employees, agents and subcontractors. CONTRACTOR waives all rights against the County and its officers, agents, official, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds $100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

F. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Exhibit "D"
HIPAA REQUIREMENT

The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
   1. *Business Associate.* "Business Associate" shall mean CONTRACTOR.
   2. *Covered Entity.* "Covered Entity" shall mean COUNTY.
   3. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
   4. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
   5. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
   6. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
   7. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

B. Obligations and Activities of CONTRACTOR
   1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
   2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
   3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
   4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
   5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524

6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR's and/or COUNTY's compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528
9. CONTRACTOR shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of Protected Health Information in accordance with Title 45, CFR, Section 164.528

C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, CONTRACTOR may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.

D. Specific Use and Disclosure
   1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
   2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
   3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B)

4. CONTRACTOR may used Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of COUNTY
   1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information.
   2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information
   3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information.

F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY

G. Miscellaneous

   1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
   2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
   3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
   4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.

EXHIBIT "E"

CULTURAL COMPETENCE AND DIVERSITY

The CONTRACTOR is encouraged to support Tulare County Health and Human Services Agency in the journey to work effectively across and among all cultures. It is the desire of HHSA that services be sensitive to the diversity of the community served, including but not limited to ethnic, linguistic, sexual and cultural characteristics. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

CONTRACTOR and COUNTY agree that:

- **Cultural competence** is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

CONTRACTOR will strive to:

- Ensure that agents, employees or officers providing services are sensitive to the ethnic, linguistic, sexual and cultural diversity of the community served. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

- Assure equal access for people with diverse cultural backgrounds and/or limited English proficiency. Limited English Proficiency includes literacy issues: those who cannot either read or write in any language.