

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and LINDSAY UNIFIED SCHOOL DISTRICT, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain the services of CONTRACTOR to provide a community-based family strengthening service to promote the safety and well-being of children and their families; and
- B. CONTRACTOR has the experience and qualifications necessary to provide the services COUNTY requires pertaining to the Child Welfare Services Program; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached Exhibits A, A-1, A-2, A-3
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits B
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit C.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
 SERVICES AGREEMENT**

| | | |
|-------------------------------------|---------------------|--|
| <input checked="" type="checkbox"/> | Exhibit D | Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement |
| <input checked="" type="checkbox"/> | Exhibit E | Cultural Competence and Diversity |
| <input type="checkbox"/> | Exhibit F | Information Confidentiality and Security Requirements |
| <input type="checkbox"/> | Exhibit G | Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>) |
| <input type="checkbox"/> | Exhibit G1 | National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care |
| <input type="checkbox"/> | Exhibit H | Additional terms and conditions for federally-funded contracts |
| <input type="checkbox"/> | Exhibit ____ | [Insert name of any other exhibit needed and attach] |

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

COUNTY:

TULARE COUNTY HEALTH AND HUMAN
 SERVICES AGENCY
 5957 S. Mooney Blvd.
 Visalia, CA 93277
 Phone No.: 559-624-8000
 Fax No.: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

LINDSAY UNIFIED SCHOOL DISTRICT
 400 E. Hermosa
 Lindsay, CA 93247
 Phone No.: 559-564-3831
 Fax No.: 559-562-5111

(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 will be deemed re-

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

ceived on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

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

LINDSAY UNIFIED SCHOOL DISTRICT

Date: 3/26/18

By [Signature]

Print Name Grant Schimelpfenig

Title CBO

Date: 4/30/18

By [Signature]

Print Name Tom Rooney

Title Superintendent, Board Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

Approved as to Form
County Counsel


By  5/4/18
Deputy
Matter # 2018364

Exhibit A

Lindsay Unified School District
Family Resource Center
400 E Hermosa
Lindsay, CA 93247
(559) 562-5111
Linda Ledesma
lledesma@lindsay.k12.ca.us

Differential Response Pre and Post Services Professional Service Agreement

Fiscal Years: July 1, 2018 – June 30, 2019

Fund Amount: \$156,000

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 operate a Family Resource Center Differential Response Pre and Post Services Program, partnering with Child Welfare Services (CWS) to provide services to families appropriate for Differential Response Pre and Post Services. Contractor shall leverage community resources and collaborate with community organizations. Services shall be provided in English and Spanish and be culturally appropriate. Contractor shall provide an interpreter to clients that speak a language other than English or Spanish. Contractor shall serve families within the Lindsay Unified School District, to include the communities of Exeter, Strathmore, and Tooleville.

Pre Services

Pre Services target population includes children and youth at-risk of child abuse or neglect in Tulare County that have been referred by Tulare County CWS through the Differential Response Multi-Disciplinary Team. Pre Services is a strategy that allows Tulare County CWS to work with the Lindsay Family Resource Center to provide services to families at-risk of child abuse or neglect. These are families that have been reported to CWS but do not meet the requirements to open a CWS case; however, these families are at-risk of child abuse and neglect and in-need of services.

Pre services must be designed to provide pre-placement, preventative care to families who are experiencing stress; improve parenting skills with respect to matters such as child development and coping with stress; increase parents' confidence and competence in their parenting abilities; and afford children a safe, stable and supportive family environment. Services shall include direct services and activities to both the child and the parent or primary caregiver of a child. Differential

Exhibit A

Response Pre Services shall be provided voluntarily or by referral if necessary, and shall not exceed six months unless approved so by CWS. Services shall include, but are not limited to, joint response with CWS and/or by contractor only, home visitation, parent education and support, information and referral services, and individual or group counseling.

Differential Response Pre Services Program will be addressed through this partnership as described:

Through this partnership, CWS shall:

1. Provide referrals of eligible families to the Contractor;
2. Provide Differential Response information to the Contractor in compliance with protocol established by CWS;
3. Actively participate with Contractor to continue the development of a countywide Differential Response system by increasing community awareness of Differential Response and working with the Differential Response team to establish policies and protocols;
4. Attend bi-monthly Multi-Disciplinary Team (MDT) meetings;
5. Conduct joint response efforts to clients with Contractor;
6. Utilize quarterly reports received from the contractor to track recidivism outcomes for families referred to the Contractor; and
7. Enter referrals for all eligible families into the County's Child Welfare Services, Case Management System.

Through this partnership, the Contractor shall:

1. Implement a Differential Response program that incorporates CWS protocols and required outcomes;
2. Actively participate with CWS to continue the development of a countywide Differential Response system by increasing community awareness of Differential Response and working with the Differential Response team to establish policies and protocols;
3. Attend bi-monthly Multi-Disciplinary Team (MDT) meetings;
4. Provide monthly, bi-yearly, and yearly data for families served, as required by CWS;
5. Develop a service delivery plan for each family, including detailed information on agreed-upon activities such as referrals to other agencies, recommended parenting education classes, etc;
6. Keep records on each family served. Records may include, but are not limited to: a copy of the service delivery plan, a chronological list of all contacts with a summary of topics discussed and/or services provided, as well as follow-up, compliance, and outcome information;
7. Connect at-risk children and families to evidence-based services and programs in their community by linking families to appropriate resources and services based on specific needs;
8. Follow-up on referrals and monitor progress for each family served;
9. Collaborate and coordinate, as appropriate, with service providers of parenting education classes and other applicable services to facilitate access for families to needed services;
10. Refer family back to CWS if the alleged allegation of abuse or neglect continues to occur or a new allegation of abuse or neglect is discovered;
11. Conduct joint response efforts to clients with CWS as a community partner when requested by CWS; and

Exhibit A

12. Attend CPPC meetings to make presentations on Differential Response.

Post Services

Post Services target population includes children and families in Tulare County involved with Child Welfare Services or who are reunifying within 15 months from the date the child is considered to have entered foster care. Services shall include direct services and activities to both the child and the family as identified by the service and needs assessment at the point of referral from CWS. Services shall be provided by referral only. Services shall include, but are not limited to, home visitation, substance abuse relapse prevention, parent education and support, case management, information and referral services, individual or group counseling, and assistance with basic needs (not an all-inclusive list of services or activities that might be needed by the child and/or family).

Supportive services under Post Services may be provided to a child that is removed from their home and placed in a foster family home or a child care institution, and to the parents or primary caregiver of such a child, in order to facilitate the reunification of the child, safely, appropriately and in a timely fashion during the 15 month period that begins on the date the child is considered to have entered foster care.

Differential Response Post Services Program will be addressed through this partnership as described:

Through this partnership, CWS shall:

1. Provide referrals of eligible families to the Contractor;
2. Organize an exit meeting with CWS, the referred family, and the Contractor prior to reunification to develop an aftercare plan; and
3. Meet with the Contractor regularly to provide support and monitor outcomes.

Through this partnership, the Contractor shall:

1. Provide a Time-Limited Family Reunification Aftercare Program that incorporates evidence-based practices as well as CWS protocols, policies, and required outcomes;
2. Actively participate with CWS to provide Time-Limited Family Reunification Aftercare Program policies and protocols;
3. Attend an exit meeting with CWS and the referred family prior to reunification;
4. Work collaboratively with the family to develop a needs-driven aftercare plan for each referred family;
5. Have a strong understanding of available resources in Tulare County to connect families to support services;
6. Collect and maintain data on the clients served by the Differential Response Post Services Program and provide this information to CWS as requested; and
7. Attend and participate in meetings with CWS as needed.

Evidence-Based/Promising-Practice

Exhibit A

Contractor shall refer clients to the following evidence-based/promising-practice services, as appropriate:

1. SafeCare;
2. Parenting Wisely;
3. Parent Child Interaction Therapy (PCIT); and
4. Other appropriate evidence-based/promising-practice practices.

Contractor shall administer evidence-based/promising-practice pre and post assessment tools to clients. Contractor shall administer the Protective Factor Survey pre and post assessments with Differential Response pre and post families. This will be standardized with all Differential Response providers.

Contractor shall ensure that Differential Response Pre and Post Services 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 Differential Response Pre and Post Program is families who are at-risk of child abuse or neglect in Tulare and surrounding cities and unincorporated communities referred to the Contractor by Child Welfare Services.

Program Participants or Clients to be Served

Contractor agrees to deliver services to program participants as 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 |
|-----------------|------------------|---------------------------|--------|----------|
| 25 | 25 | | 50 | 100 |

Referral Process and Client Contact

CWS will refer clients to the Differential Response Pre and Post Services program utilizing the Differential Response Pre and Post Client Referral Form. Contractor shall acknowledge receipt of referral to CWS within 48 hours and make a face-to-face visit with client within 10 working days.

Goals

The goals of the Differential Response Program are as follows:

1. Promote and implement strength-based best practices throughout the system and continuum of care from prevention through aftercare;
2. 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;
3. Establish and expand community supports that build resiliency and are responsive to the needs of families;

Exhibit A

4. Share resources, data, and decision-making between and across all agencies to better support families and children;
5. Have families express satisfaction with the efficacy of Differential Response Pre and Post services; and
6. Have family's successfully complete Differential Response Pre and Post services.

Outcomes

Contractor shall measure client satisfaction and engagement outcomes, as required by the County Five Year Child Abuse Prevention Plan. Contractor shall maintain outcome tools and surveys on file for inspection by the County Liaison and representatives of the Office of Child Abuse Prevention.

Contractor shall use a tracking mechanism to monitor the Differential Response 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 report on all logic model outcomes.

Contractor shall use the Differential Response Tracking Log 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 Differential Response Program are (County may adjust outcome measures as baseline data is collected):

Differential Pre Services

1. Contractor shall successfully engage and open DR Pre Service cases with 70% of families referred to the program;
2. Contractor shall successfully refer 60% of families with an open Differential Response case to one or more support services. Half of these referrals shall be to evidence-based services;
3. Contractor shall refer 60% of families with an open Differential Response case to two or more support services. Half of these referrals shall be to evidence-based services;
4. Contractor must successfully complete 60% of open Differential Response cases;
5. 60% of families that successfully complete Differential Response will not be re-referred to the CWS system for the same issues within 18 months of completion;
6. Contractor shall have representation at 95% of all Multi-Disciplinary Team meetings; and
7. Contractors shall maintain an 85% client satisfaction rate.

Differential Response Post Services

1. Contractor shall successfully engage and open DR Post Services cases with 70% of families referred to the program;
2. Contractor shall refer 60% of families to one or more support services. Half of these referrals shall be to evidence-based services;
3. Contractor shall refer 60% of families to two or more support services. Half of these referrals shall be to evidence-based services;
4. Contractor must successfully complete 60% of post services cases;
5. 60% of families that successfully complete post services program will not be re-referred to the CWS system for the same issues within 18 months of completion;

Exhibit A

6. Contractor shall have representation at 95% of all Multi-Disciplinary Team meetings; and
7. 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, 2019:

1. Program Narrative Report
2. Service Goals and Outcomes Summary Report (Exhibit A-2)
3. OCAP Report (Exhibit A-3)
4. Logic Model Matrix Report
5. Differential Response Log
6. Protective Factor Survey results

Contractor shall submit the following reports documenting program progress and clients completing services at year end, no later than July 15, 2019:

1. Program Narrative Report
2. Service Goals and Outcomes Summary Report (Exhibit A-2)
3. OCAP Report (Exhibit A-3)
4. Logic Model Matrix Report
5. Differential Response Log
6. Protective Factor Survey results

The Logic Model for Pre & Post Services

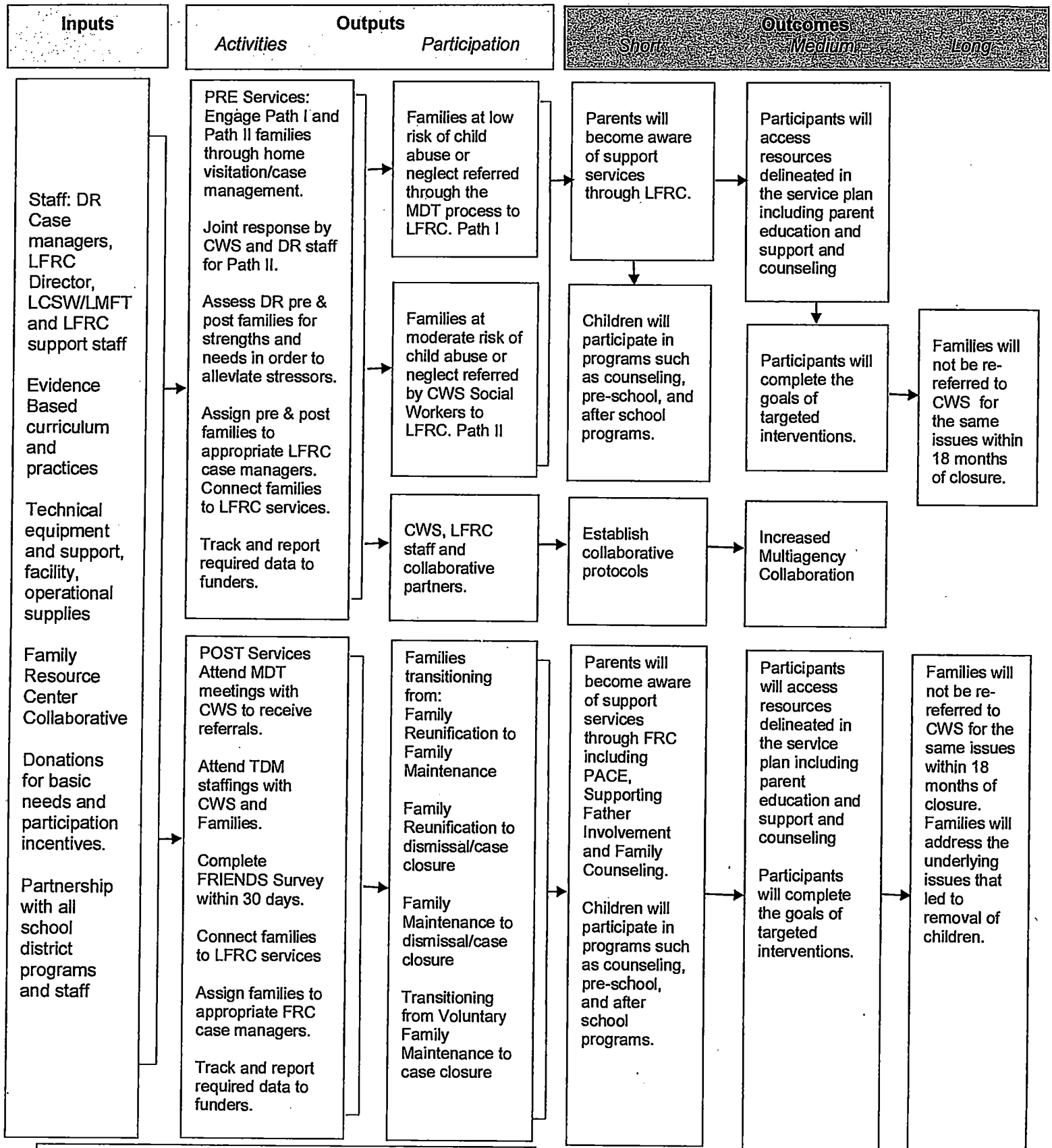


Exhibit A-2

Service Goals and Outcomes Summary County Fiscal Year 2018 / 2019

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, 2019
 Final Report is due July 31, 2019

Grantee Lindsay Unified School District FRC

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 | | 25 | 25 | | | 50 | 100 | | | | | | |

OCAP MID/YEAR END REPORT - CAPIT

Fiscal Year 2018/2019

Agency Name: **Family Resource Center**

| | Total Number of Clients Completing Services | | | | |
|--|---|---------------|----------------------|--------|----------|
| | Children | | | Adults | Families |
| | 0-5 Years | 6-18 Years | with disabilities | | |
| Direct Services | | | | | |
| Basic needs, concrete supports | | | | | |
| Behavior health, mental health services | | | | | |
| Case management | | | | | |
| Child Care / Day care | | | | | |
| Differential Response | | | | | |
| Disability services | | | | | |
| Domestic violence services | | | | | |
| Early childhood services | | | | | |
| Family Resouce Center | | | | | |
| Financial literacy education | | | | | |
| Health services | | | | | |
| Home visiting (0-5) | | | | | |
| Housing services | | | | | |
| Parenting education | | | | | |
| Parent/sibling visitation | | | | | |
| Peer support | | | | | |
| Respite care | | | | | |
| Sustance abuse services | | | | | |
| Team Decision Making | | | | | |
| Transportation | | | | | |
| Youth programs | | | | | |
| Other (not defined above) | | | | | |
| Client Characteristics | | | | | |
| White (Non Hispanic) | | | | | |
| Hispanic or Latino | | | | | |
| Black or African American (Non Hispanic) | | | | | |
| Asian | | | | | |
| American Indian or Alaska Native | | | | | |
| Native Hawaiian & Other Pacific Islander | | | | | |
| Two or more races | | | | | |
| Other | | | | | |

Enter an unduplicated count for each service provided under CAPIT. A participant is counted as either an individual or a family but not both. For participants who access multiple services at multiple times, count once for each service provided.

OCAP MID YEAR REPORT 18/19

PSSF - Family Support Services & Family Preservation Services

Agency Name:

Family Resource Center

| | Total Number of Clients Completing Services | | | | |
|--|---|---------------|----------------------|--------|----------|
| | Children | | | Adults | Families |
| | 0-5 Years | 6-18 Years | with disabilities | | |
| Direct Services | | | | | |
| Basic needs, concrete supports | | | | | |
| Behavior health, mental health services | | | | | |
| Case management | | | | | |
| Child Care / Day care | | | | | |
| Differential Response | | | | | |
| Domestic violence services | | | | | |
| Early childhood services | | | | | |
| Family Resource Center | | | | | |
| Financial literacy education | | | | | |
| Health services | | | | | |
| Home visiting (0-5) | | | | | |
| Housing services | | | | | |
| Parenting education | | | | | |
| Peer support | | | | | |
| Respite care | | | | | |
| Sustance abuse services | | | | | |
| Team Decision Making | | | | | |
| Transportation | | | | | |
| Youth programs | | | | | |
| Other (not defined above) | | | | | |
| Client Characteristics | | | | | |
| White (Non Hispanic) | | | | | |
| Hispanic or Latino | | | | | |
| Black or African American (Non Hispanic) | | | | | |
| Asian | | | | | |
| American Indian or Alaska Native | | | | | |
| Native Hawaiian & Other Pacific Islander | | | | | |
| Two or more races | | | | | |
| Other | | | | | |

Enter an unduplicated count for each service provided under PSSF Family Preservation/Family Support. A participant is counted as either an individual or a family but not both. For participants who access multiple services at multiple times, count once for each service provided.

**OCAP MID/YEAR END REPORT - PSSF
Time-Limited Family Reunification
Fiscal Year 2018/2019**

Agency Name: **Family Resource Center**

| | Total Number of Clients Completing Services | | | | |
|---|---|---------------|----------------------|--------|----------|
| | Children | | | Adults | Families |
| | 0-5 Years | 6-18 Years | with disabilities | | |
| Direct Services | | | | | |
| Behavioral health, mental health services | | | | | |
| Childcare (Temporary) | | | | | |
| Domestic violence services | | | | | |
| Parent/sibling visitation | | | | | |
| Peer support | | | | | |
| Respite care | | | | | |
| Substance abuse treatment services | | | | | |
| Transportation | | | | | |
| | | | | | |
| Client Characteristics | | | | | |
| White (Non Hispanic) | | | | | |
| Hispanic or Latino | | | | | |
| Black or African American (Non Hispanic) | | | | | |
| Asian | | | | | |
| American Indian or Alaska Native | | | | | |
| Native Hawaiian & Other Pacific Islander | | | | | |
| Two or more races | | | | | |
| Other | | | | | |

Enter an unduplicated count for each service provided under PSSF Time Limited Family Reunification. A participant is counted as either an individual or a family but not both. For participants who access multiple services at multiple times, count once for each service provided.

Exhibit B

Payment Amount and Fee Schedule

Contractor shall invoice County monthly. The maximum amount payable for this agreement is \$156,000. This agreement is funded by Child Abuse Prevention, and Intervention Treatment (CAPIT); Child Welfare Services (CWS); and Promoting Safe and Stable Families (PSSF) funds. 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.

Matching Requirement

There is a minimum 10% matching requirement for CAPIT funding in this agreement. Contractor agrees to provide an annual project match. Contractor shall provide a separate report with the final invoice describing the sources of the project match. Matching shall not be reported on a monthly basis nor reported on the actual invoice claiming reimbursement for expenditures.

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 CAPIT, CWS, and PSSF funds can be reallocated and expended by year-end.

Fiscal Impact/Financing

These funds are contingent upon funding by the California Department of Social Services. In the event these funds are affected, then the contract shall be modified or terminated.

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))

Exhibit B

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.

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. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. 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 three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General 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 including material, parts, or equipment furnished in connection with such work or operations.*
 - 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. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after 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. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, 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

Self-insured retentions must be declared and 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.

E. 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 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.