

**FLORENCE CRITTENTON OF ORANGE COUNTY**

**SUBCONTRACT AGREEMENT AND EXHIBITS**

**DATE: July 1, 2023**

36592

**SUBCONTRACT AGREEMENT FOR COMMUNITY FAMILY PRESERVATION NETWORK**

THIS SUBCONTRACT is made and entered into this 1st day of July 2023.

By and between Florence Crittenton of Orange County (hereafter "CONTRACTOR" "Crittenton"), located at 801 East Chapman Avenue, Suite 203, Fullerton, CA 92831.

and City of Long Beach

(Hereafter "SUBCONTRACTOR"), located at 2525 Grand Ave., Long Beach, California, 90815

WHEREAS, CONTRACTOR has entered into an Agreement for Community Family Preservation Network Services (hereafter "Prime Contract") with the County of Los Angeles, State of California (hereafter "COUNTY"); and

WHEREAS, in order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to provide Family Preservation Network services, and

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the terms and conditions of this Subcontract.

NOW, THEREFORE, CONTRACTOR and SUBCONTRACTOR agree as follows:

**1.1 PRIME CONTRACT**

This subcontract is a Subcontract under the Prime Contract and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this subcontract unless otherwise indicated in this subcontract. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY.

This Agreement and all its provisions and any Amendment(s) hereto shall be subject to approval by the COUNTY prior to providing services.

1.2 The following sections of the Prime Contract shall not apply to any SUBCONTRACT without approval from the Crittenton.

- All references to Discretionary Services and Discretionary Funds
- Section 6.2, Self-Evaluation

1.2.1 The CONTRACTOR shall attach a copy of the Prime Contract as Exhibit C to this SUBCONTRACT.

**2.0 TERM OF SUBCONTRACT**

The term of this SUBCONTRACT shall commence on July 1, 2023, and shall expire June 30, 2024 unless terminated earlier pursuant to any of the conditions of termination in the Prime Contract.

### 3.0 PAYMENT & INVOICES

3.1 CONTRACTOR shall compensate SUBCONTRACTOR for an annual amount not to exceed \$657,492.00. The designated service shall be provided as detailed Exhibit A, Statement of Work.

3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. SUBCONTRACTOR shall submit monthly invoices during the duration of this agreement to the CONTRACTOR, by the 5th business day of each month for the previous month beginning August 5, 2023. CONTRACTOR shall compensate SUBCONTRACTOR by check within thirty (30) days of receipt and approval of monthly invoices provided timely payment by County.

3.3 The SUBCONTRACTOR shall provide the following services:

IN-HOME COUNSELING SERVICES  
COUNSELING  
CHILD FOCUSED ACTIVITY  
SUBSTITUTE ADULT ROLE MODEL  
PARENT TRAINING  
TRANSPORTATION  
CHILD FOLLOW-UP VISIT  
TEACHING AND DEMONSTRATION  
CHILD FAMILY TEAM MEETINGS  
(Please see Exhibit A for definition of services)

3.4 The payment to the SUBCONTRACTOR will be FEE FOR SERVICE RATE AS DESIGNATED BELOW. The contract shall not exceed a sum amount of \$657,492.000 for the 2023/24 fiscal year.

3.5.1 Fee for Service Rate: The rate of payment for the specific units of service provided will be as follows:

<u>Service</u>	<u>Payment Rate/Unit*</u>
In-Home Counseling Service	\$ 1,524.00 /Month
Counseling	\$ 87.00
Child Focused Activity	\$ 36.00
Substitute Adult Role Model	\$ 29.00
Parent Training	\$ 29.00
Transportation	\$ 51.00
Child Follow-Up Visit	\$ 29.00
Teaching and Demonstration	\$ 51.00

Team Decision/ CFT                   \$ 101.00  
Supplemental IHOC                   \$ 72.00 BA  
  \$ 87.00 MA/MSW Level  
  \$ 101.00 Licensed

\*rate per hour except as indicated

3.5 CONTRACTOR shall have no obligation to pay for any work performed by SUBCONTRACTOR except for those services which are expressly authorized pursuant to this Subcontract and which are provided during the term of this SUBCONTRACT.

3.6 COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or its officer, employees and agents, for any compensation or costs related to this SUBCONTRACT.

3.7 CONTRACTOR shall take appropriate remedies, such as fiscal penalties or withholding of payment in instances where the SUBCONTRACTOR violates or breaches the Terms of the Agreement.

3.8 All invoices, including signed original invoices, shall be submitted to:

CONTRACTOR:                   Florence Crittenton of Orange County  
  ATTN: Accounts Payable  
  801 E. Chapman Ave. #203  
  Fullerton, CA 92831  
  accountspayable@crittentonsocal.org

#### 4.0 THIRD PARTY BENEFICIARY

4.1 CONTRACTOR and SUBCONTRACTOR understand and agree that this Subcontract is entered into for the benefit of COUNTY, and that COUNTY is hereby expressly made a third-party Beneficiary of this Subcontract.

#### 5.0 INDEMNIFICATION AND INSURANCE COVERAGE REQUIREMENTS

A. Indemnification: SUBCONTRACTOR shall indemnify, defend and hold harmless the CONTRACTOR, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the SUBCONTRACTOR'S acts and/or omissions arising from and/or relating to this agreement.

B. Without limiting SUBCONTRACTOR'S indemnification of COUNTY and CONTRACTOR, during the term of this subcontract, SUBCONTRACTOR shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and CONTRACTOR and shall be primary to and not contributing with any other insurance maintained by the COUNTY and CONTRACTOR certificates or other evidence of coverage shall be delivered to the CONTRACTOR who in turn will deliver to:

Contracts Manager, Contract Management Services  
Department of Children and Family Services  
425 Shatto Place, Room 205 Los Angeles, CA 90020

Certificates or other evidence of coverage shall be delivered prior to commencing services under this Subcontract, shall specifically identify this Subcontract, and shall contain the express condition that the COUNTY is to be given written notice by certified mail at least thirty (30) days in advance of any modification or termination of insurance.

#### Liability Insurance

Any and all insurance described below shall be endorsed naming 1) COUNTY of Los Angeles and 2) CONTRACTOR as an additional insured, and shall include:

5.1.1 General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, products/completed operations, contractual, broad form property damage, personal and advertising injury with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. In addition, said coverage shall include sexual misconduct liability covering actual or alleged claims for sexual misconduct and/or molestation with limits of \$2 million per occurrence and in aggregate for claims related to this SUBCONTRACT.

- If written with an annual aggregate limit, the policy limit shall be two (2) times the above required occurrence limit (i.e., \$2,000,000).
- If written on a claims made form, the SUBCONTRACTOR shall provide an extended (2) year reporting period commencing upon expiration or termination of this Subcontract.

5.1.2 Comprehensive auto liability insurance endorsed for all owned, non-owned and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

5.2 Professional liability: Insurance covering liability arising from any error, omission, or negligent act of the SUBCONTRACTOR, its officers, or employees with a limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

5.3 Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Codes of the State of California, including employer's Liability with a limit no less than one million dollars (\$1,000,000), Covering all persons who provide services for the CONTRACTOR.

5.4 Pursuant to section 10.5 and 10.6 under Prime Contract SUBCONTRACTOR shall adhere and provide certificate of insurance for the property coverage and crime coverage requirements.

5.5 Failure on the part of SUBCONTRATOR to obtain and maintain all required insurance coverage is a material breach upon which CONTRACTOR and/or COUNTY may, in its sole discretion, immediately suspend SUBCONTRACTOR'S performance or terminate this Subcontract.

6.0 RECORDS AND AUDITS

6.1 SUBCONTRACTOR'S shall maintain accurate and complete financial records of all its activities and operations relating to the Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Exhibit M of the Prime Contract (Contract Accounting and Operating Handbook.) SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. SUBCONTRACTOR agrees that COUNTY, CONTRACTOR, or their authorized representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records and confidential information, shall be kept and maintained by SUBCONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY and CONTRACTOR during the term of this Agreement and for a period of five (5) years after each fiscal year unless COUNTY'S written permission is given to dispose of any such material prior to such time.

6.2 In the event that an audit is conducted of SUBCONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by SUBCONTRACTOR or otherwise, then SUBCONTRACTOR shall file a copy of such audit report with COUNTY, and CONTRACTOR at CONTRACTOR'S option, unless otherwise provided by applicable Federal or State Law or under this Agreement, COUNTY and CONTRACTOR shall make a reasonable effort to maintain the confidentiality of such audit report (s).

6.3 SUBCONTRACTOR shall be responsible for annual financial audits of its agency if requested by COUNTY, CONTRACTOR and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of the audit reports, SUBCONTRACTOR shall forward copies of such reports to COUNTY and CONTRACTOR.

6.4 SUBCONTRACTOR shall, during normal business hours, allow CONTRACTOR, appropriate County, State and Federal agencies, including CDSS, COUNTY'S Auditor-Controller or its designee to evaluate, audit, review and inspect its accounting books and records of program operations, including the interview of SUBCONTRACTOR'S staff, insurance agents, banks, personnel and vendors. Method may include inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease Agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring SUBCONTRACTOR'S accountability of Agreement expenditures and program performance.

6.5 All uses of funds paid to SUBCONTRACTOR and other financial transactions related to SUBCONTRACTOR'S provision of service under this Agreement are subject to review and/or audit by CONTRACTOR, DCFS, COUNTY'S Auditor-Controller or its designee, or the state of California. In the event this Agreement is subject to audit exceptions, SUBCONTRACTOR shall pay COUNTY or CONTRACTOR, the full amount of SUBCONTRACTOR'S liability for such audit exceptions, as determined by COUNTY or CONTRACTOR, upon demand by COUNTY or CONTRACTOR.

6.6 SUBCONTRACTOR hereby agrees to cooperate with the CONTRACTOR, COUNTY Program Directors, COUNTY Family Preservation Programs Manager and any duly authorized COUNTY, State, or Federal representative, in the review of SUBCONTRACTOR'S program, reforms and procedures at any reasonable time.

#### 7.0 TRAINING

7.1 SUBCONTRACTOR shall train all professional and paraprofessional staff, case aid, registered interns, and interns and volunteers providing program services within 45 business days for full-time staff. Part time staff may have a maximum of three months from their start date to complete the 40 hours training. Students working toward their school internship hours may apply relevant training hours obtained, within 6 months prior to the start of the internship, toward the mandatory 40 hours training within 45 days.

7.2 SUBCONTRACTOR will ensure that all staff complete a minimum of 40 hours to include, but not limited to: 1) identifying child safety issues (including domestic violence, substance abuse and mental health issues); 2) instructing staff and volunteers in mandated reporting requirements; 3) working with families affected by abuse and neglect; 4) learning methods of identifying and building family strengths; 5) helping parents build on their own skills and confidence; 6) promoting positive parent-child and family interaction; 7) learning record keeping procedures, documentation and accurate completion of the Family Assessment Form (FAF); 8) linking families to community services and resources; 9) role and participation in the MCPC process; 10) DCFS Core Practice Model, and 11) Protective Factor Framework.

7.3 SUBCONTRACTOR shall ensure that the 40 hours of training are completed annually, more specifically 10 hours per quarter.

7.4 SUBCONTRACTOR shall conduct weekly supervision reviews with all professional staff, paraprofessional staff, registered interns, mentors, and volunteers.

7.5 SUBCONTRACTOR shall hold weekly clinical supervision reviews with All professional staff, paraprofessional staff, registered interns, and all other staff who provide direct services under this Contract. Copies of sign-in logs, agendas and any other supervision materials shall be made available to the CONTRACTOR upon request. Supervision reviews may be held individually at a minimum of one hour or as a group at a minimum of two hours. Clinical Supervisors are not mandated to receive clinical

supervision.

8.0 CRIMINAL CLEARANCES

- 8.1 For the safety and welfare of children to be served under the Agreements, SUBCONTRACTOR agrees, as permitted by law, to ascertain and obtain arrest and conviction records for all current and prospective employees, independent CONTRACTOR'S or volunteers who come in contact with children in the course of their work or volunteer activity. For purposes of this Section, only those volunteers, who have frequent and routine contact with children and are used to replace or supplement staff in providing direct care and supervision of children, shall be subject to this provision. SUBCONTRACTOR shall maintain such records in the file of each such person.
- 8.2 SUBCONTRACTOR shall immediately notify CONTRACTOR of any arrest and/or subsequent conviction, other than for a minor traffic offense, of any employee, independent contractor or volunteer staff who comes in contact with children while providing services under this Agreement when such information becomes known to SUBCONTRACTOR. The CONTRACTOR will in turn notify the COUNTY.
- 8.3 SUBCONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, including but not limited to the offenses specified in Health and Safety Code Section 11590 (person required to register as controlled substance offender) and those defined in the following Penal Code Sections or any future Penal Code Sections which address these crimes:

SECTION	TITLE
261.5	Unlawful sexual intercourse with a minor.
272	Causing, encouraging or contributing to delinquency of a person under age 18
273a	Great Bodily harm or death to child; Endangerment of person or health
273ab	Assault resulting in death of child less than 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition
273g	Degrading, immoral or vicious practices in the presence of children
286	Sodomy
288	Lewd or lascivious acts upon the body of child under age 14
288a	Oral copulation
314	Indecent exposure
647 (a) & (d)	Disorderly conduct related to lewd behavior/prostitution
647.6	Annoyance of or molesting a child under age 18

9.0 CASE RECORDS AND FILES



9.1 SUBCONTRACTOR shall document and maintain in its case files all notes, records and any needed approvals for the CFPN services provided. All services shall be documented in the appropriate Services Progress notes. SUBCONTRACTOR shall make available to COUNTY and/or CONTRACTOR all such case files, notes, records and approvals.

9.1.2 SUBCONTRACTOR agrees to maintain confidentiality of client records in accordance with 42 CFR Part 2 and 45 CFR Parts 160 to 164 (commonly known as HIPAA). Any breach of such standards of conduct shall result in immediate termination of this agreement

## 10.0 CONFIDENTIALITY

10.1 SUBCONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records, CONTRACTOR records, and client records in accordance with all applicable federal, state, and local laws, regulations, ordinances and directives regarding confidentiality.

10.2 SUBCONTRACTOR shall inform all its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of SUBCONTRACTOR who have access to confidential records and data must sign and adhere to the Employer Acknowledgment and Confidentiality Agreement. SUBCONTRACTOR shall notify CONTRACTOR of any attempt to obtain confidential records through the legal process.

## 11.0 DISCLOSURE OF INFORMATION

The SUBCONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the SUBCONTRACTOR'S need to identify its services and related clients to sustain itself, the CONTRACTOR shall not inhibit the SUBCONTRACTOR from publicizing its role under this Agreement within the following conditions:

11.1 SUBCONTRACTOR shall develop all publicity material in a professional manner.

11.2 During the course of performance of this Agreement, the SUBCONTRACTOR, its employees and agents shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles, using the name of the COUNTY, or CONTRACTOR without the prior written consent of the CONTRACTOR. Said consent shall not be unreasonably withheld and may be assumed in the event that no adverse comments are received in writing three (3) weeks after submittal.

11.3 SUBCONTRACTOR may, without prior written permission of CONTRACTOR, indicate in its proposals and sales material that it has been awarded an Agreement to provide services, provided, however, that the requirements of this provisions apply.

## 12.0 SUBCONTRACTING

SUBCONTRACTOR may not subcontract any portion of this Agreement.

### 13.0 LICENSES AND LAW

SUBCONTRACTOR shall, throughout the term of this Subcontract, maintain all necessary licenses, permits, approvals, certificates, waivers, and exemptions necessary for all provisions of the services hereunder by the laws and regulations of the United States, State of California, Los Angeles County, and any other applicable governmental agencies. Subcontractor shall notify Behavioral Health Services immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers, and exemptions. Said inability shall be cause of termination of Subcontract.

### 14. STANDARDS OF CONDUCT

SUBCONTRACTOR agrees to comply with standards of conduct and Code of Ethics required of Crittenton employees and volunteers, especially as regards to the use of alcohol and drugs, relations with clients, and conflict of interest. (Exhibit B)

#### 14.1 Volunteers shall follow the Employee Conduct and Work Rules as listed in Exhibit B, however prior to being allowed to work with clients, they must follow the following:

- Must pass the criminal background check PRIOR to working alone with clients. The process includes completion of fingerprint clearance from the Federal Bureau of Investigations (FBI) Child Abuse Clearance Index (CACI) and the Bureau of California Information & Identification (BCII). All background investigation documentation on each volunteer will be submitted to CONTRACTOR upon their request.
- Volunteers may not smoke, consume alcohol or illicit substances, or ingest prescribed medications that may temporarily impair the volunteer such as narcotic analgesics or non-prescribed medication while volunteering. Violation of client's rights or any Crittenton guidelines could result in the immediate termination of the volunteer assignment. Volunteers will follow all procedures and expectations within the Volunteer Agreement at all times. Volunteers will report any concerns in real-time to the Community Engagement Director who will communicate and coordinate follow up with the VP of the program if deemed necessary.
- Any concerns involving a volunteer, an investigation will be conducted by SUBCONTRACTOR. The volunteer will not return until the conclusion of the investigation and dependent on the findings of the investigation. Any volunteer with a substantiated allegation of sexual abuse or sexual harassment will be prohibited from volunteering. The SUBCONTRACTOR will implement remedial measures and consider whether to prohibit further contact with clients who have not engaged in sexual abuse or sexual harassment but violated contractual and agency requirements and expectations. Before a volunteer is allowed to have contact with clients, SUBCONTRACTOR will get CONTRACTOR'S approval. If a volunteer returns after the investigation, meetings coordinated by applicable staff to

ensure a smooth transition to volunteering as well as establish necessary follow up by the volunteer such as additional training or support.

**15. STATUS AS SUBCONTRACTOR**

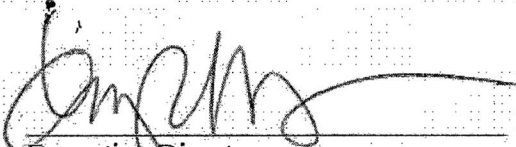
In the performance of this SUBCONTRACTOR is performing its contractual responsibilities and duties as an independent contractor, and not as an agent, or associate of Crittenton. SUBCONTRACTOR has not authority, under this contract, directly or indirectly, to obligate or bind Crittenton to third persons or parties.

**SUBCONTRACTOR FOR  
COMMUNITY FAMILY PRESERVATION NETWORK**

IN WITNESS, WHEREOF, the parties have entered into this Agreement as of the 1st day of July 2023.

CONTRACTOR

Florence Crittenton of Orange County  
Name of Agency

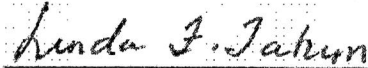
  
Executive Director

\_\_\_\_\_  
Federal Tax I.D. Number

5/23/23  
Date

SUBCONTRACTOR



City of Long Beach  
Name of Agency

  
City Manager

\_\_\_\_\_  
Federal Tax I.D. Number

4/27/2023  
Date

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

APPROVED AS TO FORM  
April 26, 2023  
  
DAWN MCINTOSH, City Attorney  
By   
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

## EXHIBIT A

### STATEMENT OF WORK

The SUBCONTRACTOR shall provide Supplementary Services to clients referred by SUBCONTRACTOR. Services to be provided include:

1. In Home Outreach Counseling- A service of the MCPC plan where an LMFT/LCSW or Master's level human services professional (unless prior experience and education are approved and waived by DCFS), directly supervised by a licensed clinician certified by the California Board of Behavioral Sciences, provides a mandatory counseling session to the families provided primarily in home of the referred. The case Manager will work with the family in meeting the goals and services. The counseling sessions also includes clinical direction which includes clinical supervision, direct services and others. (Applying Base Rate Services as per Contract) base rate services consist of once weekly In Home Outreach Counseling visits these sessions include indirect costs, Clinical Direction and Crisis Intervention. With months containing 5 weeks supplemental IHOC visits may be billed at the rates specified in section 3.4.1.
2. Counseling (Substance Abuse, domestic violence, Teen Pregnancy, Anger Management) Counseling - A face to face meetings/interventions by a counselor with an individual couple, group or family to: (1) help identify and assist in solving family problems; (2) identify substance abuse and refer for treatment; (3) address and treat domestic violence or anger management issues; (4) help identify personal, vocational and educational goals.
3. Parent Training- These are services that support and enhance parenting skills through trainings through areas such as (1) anger management; (2) impulse control; (3) child development; and (4) alternative discipline.
4. Child Focused Activities - Activities designed to enhance a child's growth and development which may be provided while parents are receiving family preservation services.
5. Substitute Adult Role Model - These are services in which adult role mentors, trained and supervised are paired with children and to: 1) foster positive behavior through the mentors' example; and (2) broaden the children's recreational, social, and educational dreams through shared experiences. Subcontractor shall invoice per family for all children participating in a particular SARM activity at the same time. Subcontractor may invoice individually if the children in a family participate in separate activities.
6. Transportation - A service which transports by van pool, bus pass or private vendor, children and families to the site of a specific service when no other means of conveyance is available.
7. Child Follow-Up-Visit- the IHOC shall make subsequent visit whenever a child (ren) is absent during the in-home counseling session. The IHOC shall make this

contract within (5) business days.

8. **Teaching and Demonstration (T & D)-** These are services in which a T& D worker demonstrates and teaches primary caregivers the skills to successfully manage and maintain a home including, but not limited to, home safety, cleanliness, meal planning, and budgeting.
9. **Child and Family Team Meeting (CFT):** HOC will attend CFT to present status of case and advocate for the child(ren)'s best interest. There is a maximum billable time of three (3 hours).
10. **Subcontractor shall perform the additional tasks;**
  - Participate in MCPC/Case Review Meetings as appropriate.
  - Submit monthly report (report template to be provided by Star View)
  - Participate in Star View CQI/QA process as requested

## **EXHIBIT B**

### **Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, CONTRACTOR expects employees and SUBCONTRACTOR to follow rules of conduct that will protect the interests and safety of all employees and CONTRACTOR.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment and termination of any subcontracts:

1. Falsification of employment records, employment information or other CONTRACTOR records. Failure to provide any necessary personnel documents required for employment.
2. Recording the work time of another employee or allowing any other employee to record your time, or allowing falsification of any time card/time sheet, either your own or another employee's.
3. Working overtime without authorization or refusing to work assigned overtime.
4. Excessive absenteeism, tardiness or failure to notify a supervisor in a timely manner when unable work.
5. Unreported absence of three (3) consecutive scheduled workdays.
6. Failure to obtain permission to leave work for any reason during normal working hours or abandonment of position while on duty without supervisory approval.
7. Failure to observe work schedule, including rest and lunch period.
8. Failure to provide a physician's certificate when required.
9. Sleeping while on duty.
10. Using agency telephones or personal electronic devices (cell phones, pagers etc.) for personal calls during working hours, except in cases of emergency or extreme circumstances. Making unauthorized long distance telephone calls on agency telephones.
11. Using cell phones while driving agency vehicles.
12. Insubordination or refusal to comply with instructions including, but not limited to, failure or refusal to obey the orders of any supervisor or member of management.
13. Theft, fraud, embezzlement, or violation of criminal laws or ordinances or engaging in criminal conduct whether or not related to job performance.
14. Threatening, fighting, intimidating, coercing, using abusive language with staff or clients, or otherwise interfering with the work performance of fellow employees.
15. Horseplay or practical jokes, or other disorderly conduct which may endanger any employee's well-being or the work operation.
16. Participating in gossip or slander against any employee, client or guest.
17. Immoral or indecent conduct on our premises or job site.
18. Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
19. Carrying firearms or any other dangerous weapons on CONTRACTOR premises at any time.
20. Unlawful harassment.
21. Conviction of a felony.
22. Failure to report any arrest to the supervisor, who in turn must report the arrest to Human Resources Director and CONTRACTOR.
23. Being impaired by, or under the influence of, drugs or alcohol on our premises or job site; bringing alcohol or drugs into the workplace; or any other violation of our drug-free workplace policy.

24. Smoking on the premises, near the premises, or in the presence of clients.
25. Unauthorized circulation of petitions, making solicitations and taking collections from staff or clients.
26. Religious proselytizing with staff or clients.
27. Willful or repeated violation of safety, health, security or CONTRACTOR'S policies, rules or program procedures.
28. Failure to perform reasonable duties assigned including house safety duties to eliminate tripping, slipping or falling CONTRACTOR, EMPLOYEE HANDBOOK hazards.
29. Theft, deliberate or careless damage of any SUBCONTRACTOR property or the property of any employee/client/customer.
30. Unauthorized or personal use of CONTRACTOR equipment, vehicles, time, materials or facilities.
31. Abusing, destroying, removing, borrowing or wasting the agency's property or equipment.
32. Performing personal business while on duty.
33. Actions that interfere, delay, or otherwise impede work performance of any employee(s), in your area or in other programs/departments. (Wandering, malingering)
34. Being on the CONTRACTOR'S property while off-duty for unauthorized reasons is prohibited. The VP/Program Director must authorize visiting while off-duty.
35. Incompetent or inefficient performance of assigned duties.
36. Conduct which indicate an inattentive or indifferent attitude toward you duties.
37. Negative attitude or behavior that is demeaning toward clients, or staff, and injurious to their welfare.
38. Failure to maintain a California Department of Motor Vehicles driver's license.
39. Performance which does not meet the requirements of the position.

**With respect to the clients and families in our programs, the following rules are to be observed by SUBCONTRACTOR:**

1. Business or financial dealings between SUBCONTRACTOR and clients and their families are forbidden.
2. Social, romantic, or sexual overtures by the SUBCONTRACTOR to the clients and their families, or social relations outside those required within the work setting between SUBCONTRACTOR and clients and their families are absolutely forbidden.
3. SUBCONTRACTOR will not take clients out of the program for any planned or unplanned activity unless it is in the scope of their shift responsibilities, or with permission of the CONTRACTOR.
4. SUBCONTRACTOR will not give or receive individual monies, gifts, pictures, personal addresses or telephone numbers from clients or their families.
5. SUBCONTRACTOR will not condone or conduct practices, which are illegal, inhumane, or discriminatory in nature.
6. SUBCONTRACTOR will not conduct procedures, in which they have not been trained, except under the direct monitoring of a supervisor.
7. SUBCONTRACTOR who is experiencing emotional difficulties which may jeopardize their work performance must inform their supervisor of the condition. The SUBCONTRACTOR must determine whether the scope of professional activities should be limited.
8. Special privileges are not to be granted to clients or their families. All clients and families are subject to the same level system for privileges and punishments, rights and responsibilities.
9. Revealing confidential information of any kind regarding our clients and families is not allowed.
10. Revealing information of a personal nature to clients and families is strictly prohibited.



**11. SUBCONTRACTOR shall never threaten or intimidate clients or families. Employment with CONTRACTOR is at the mutual consent of CONTRACTOR and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.**