

1 AGREEMENT

2 BETWEEN

3 COUNTY OF ORANGE

4 AND

5 ~~CHILDREN’S BUREAU OF SOUTHERN CALIFORNIA~~

6 ~~AND~~

7 ~~HUMAN OPTIONS, INC.~~

8 ~~AND~~

9 ~~ORANGE COUNTY CHILDREN’S THERAPEUTIC ARTS CENTER~~

10 ~~AND~~

11 ~~THE RAISE FOUNDATION~~

12 CHILDREN’S BUREAU OF SOUTHERN CALIFORNIA

13 FOR THE PROVISION OF

14 FAMILY RESOURCE CENTER SERVICES ~~PROMOTING SAFE AND STABLE FAMILIES~~

15
16 ~~THIS~~This AGREEMENT, entered into this 1st day of July ~~1, 2015,~~ 2020, which date is
17 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,
18 hereinafter referred to as “COUNTY,” and ~~Children’s~~Children’s Bureau of Southern California, a
19 California non-profit corporation; ~~and Human Options, Inc., a California non-profit corporation;~~
20 ~~Orange County Children’s Therapeutic Arts Center, a California non-profit corporation; and, The~~
21 ~~Raise Foundation, a California non-profit corporation;~~ hereinafter ~~collectively~~ referred to as
22 “CORBIN FAMILY RESOURCE CENTER” or “CONTRACTOR.” ~~Children’s Bureau of~~
23 ~~Southern California, Human Options, Inc., Orange County Children’s Therapeutic Arts Center, and~~
24 ~~The Raise Foundation, may each also be referred to as “Contractor Partner Agencies.”~~ This
25 Agreement shall be administered by the County of Orange Social Services Agency Director or
26 designee, hereinafter referred to as “ADMINISTRATOR.”
27
28

WITNESSETH:

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1. TERM

The term of this Agreement shall commence on July 1, ~~2015~~2020, and terminate on June 30, ~~2020~~2023, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes 3.2 exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

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

4. DESCRIPTION OF SERVICES, ~~STAFFING~~

CONTRACTOR agrees to provide those services, facilities, equipment, and

1 supplies, as described in ~~the~~ Exhibit "A" to the Agreement between County of Orange and Corbin
 2 Family Resource Center (FRC), for the Provision of ~~Services Promoting Safe and Stable~~
 3 ~~Families~~ Family Resource Center Services, attached hereto and incorporated herein by reference.
 4 CONTRACTOR shall operate continuously throughout the term of this Agreement with the
 5 number and type of staff described and as required for provision of services hereunder.

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

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

11 5. LICENSES AND STANDARDS

12 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 27 of
 13 5.1 this Agreement, who are subject to individual registration and/or licensing requirements, have all
 14 necessary licenses and permits required by the laws of the United States, State of California;
 15 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
 16 agencies to perform the services described in this Agreement, and agrees to maintain, and require
 17 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
 18 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
 19 such laws and licensure requirements, including, without limitation, compliance with laws
 20 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
 21 5.2 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
 22 becoming expired, inactive, etc.).

23 In the performance of this Agreement, CONTRACTOR shall comply, ~~unless~~
 24 ~~waived in whole or in part by ADMINISTRATOR,~~ with all applicable provisions of the California
 25 Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); ~~Federal~~
 26 ~~Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87~~ implementing
 27 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and
 28 Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and

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

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

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

11 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP~~SUBCONTRACTS~~

12 Delegation and Assignment:

13 6.1

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

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

23 Change of Ownership

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

SUBCONTRACTS~~Subcontracts:~~7.

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a ~~6.2~~ subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of ~~6.3.1~~ CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

~~6.3.1~~7.1.1 Subcontracts of \$~~25~~50,000 or less:

CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

~~6.3.2~~7.1.2 Subcontracts in excess of \$~~25~~50,000:

CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to ~~6.3.2~~7.1.2.2 CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

Upon ADMINISTRATOR's approval of CONTRACTOR's

1 proposed procurement system, CONTRACTOR shall comply with such procurement system in
 2 obtaining subcontracts with a total cost in excess of ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000)
 3 during the term of this Agreement. In addition, CONTRACTOR shall obtain
 4 ADMINISTRATOR's written consent prior to entering into a subcontract with any organization
 5 when the total cumulative cost of services to be provided by that organization is anticipated to
 6 exceed ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement.

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

12 ~~7.8. FORM OF BUSINESS ORGANIZATION—AND—REAL—PROPERTY~~
 13 ~~DISCLOSURE/NAME CHANGE~~

14 ~~7.1.8.1~~ Form of Business Organization:

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

18 ~~7.1.1~~8.1.1 The form of CONTRACTOR's business organization, i.e.,
 19 proprietorship, partnership, corporation, etc.

20 ~~7.1.2~~8.1.2 A detailed statement indicating the relationship of CONTRACTOR,
 21 by way of ownership or otherwise, to any parent organization or individual.

22 ~~7.1.3~~8.1.3 A detailed statement indicating the relationship of CONTRACTOR
 23 ~~to any~~ subsidiary business organization or to any individual who may be providing services,
 24 supplies, material, or equipment to CONTRACTOR or in any manner does business with
 25 CONTRACTOR under this Agreement.

26 Change in Form of Business Organization:

27 ##

28 If, during the term of this Agreement, the form of CONTRACTOR's business

1 organization changes, or the ownership of CONTRACTOR changes, or ~~CONTRACTOR's~~
2 ~~relationship to~~ when changes occur between CONTRACTOR and other businesses ~~dealing with~~
3 ~~CONTRACTOR under~~ that could impact services provided through this Agreement ~~changes,~~
4 CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A
5 change in the form of business organization may, at COUNTY's sole discretion, be treated as an
6 attempted assignment of rights or delegation of duties of this Agreement.

7 Real Property Disclosure:

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

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

13 ~~7.3.2 — The fair market value of any such real property as such value is reflected~~
14 ~~on the most recently issued County Tax Collector's tax bill.~~

15 ~~7.3.3 — A detailed description of all existing and pending agreements, with~~
16 ~~respect to the use or occupation of any such real property. Such description shall include, but not~~
17 ~~be limited to:~~ ~~7.3.3.1 _____~~

18 ~~7.3.3.2 _____ The term duration of any rental, lease or license~~
19 ~~agreement;~~

20 ~~7.3.3.3 _____ The amount of monetary consideration to be paid to the~~
21 ~~lessor or licensor over the term of the rental, lease or license agreement;~~

22 ~~7.3.3.4 _____ The type and dollar value of any other consideration to~~
23 ~~be paid to the lessor or licensor; and~~

24 ~~The full names and addresses of all parties to any~~
25 ~~agreement concerning the real property and a listing of liens (if any) thereof, together with a listing~~
26 ~~by full names and addresses of all officers, directors and stockholders of any private corporation,~~
27 ~~and a similar listing of all general and limited partners of any partnership which is a party.~~

28 ~~7.3.4 — A listing by full names of all of CONTRACTOR's officers, directors~~

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

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

~~8/3~~ _____

Name Change

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

~~8.9. NON-DISCRIMINATION~~

~~//~~

In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of

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

6 ~~CONTRACTOR shall develop an Affirmative Action Program Plan which meets~~
 7 ~~the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

8 ~~8.2~~ CONTRACTOR shall furnish any and all information requested by
 9 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
 10 ~~8.3.3~~ books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
 11 ~~8.9~~ et seq.

12 Non-Discrimination in Employment

13 ~~9.3~~ ~~8.3.1~~9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled
 14 "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented
 15 in Department of Labor regulations (Title 41 CFR Part 60).

16 ~~8.4~~ ~~Non-Discrimination in Employment:~~

17 ~~8.4.1~~9.3.2 All solicitations or advertisements for employees placed by or on
 18 behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for
 19 employment without regard to race, religious creed, color, national origin, ancestry, physical
 20 disability, mental disability, medical condition, genetic information, marital status, sex, gender,
 21 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other
 22 protected group, in accordance with the requirements of all applicable ~~Federal~~[federal](#) or State laws.
 23 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous
 24 place for employees and job applicants.

25 ~~8.4.2~~9.3.3 CONTRACTOR shall refer any and all employees desirous of filing
 26 a formal discrimination complaint to:

27 _____ California Department of ~~Social Services~~[Fair Employment](#)

28 ~~Public Inquiry and Response Bureau~~

~~P.O. Box 944243, M.S. 8-3-23~~

~~Sacramento~~ 2218 Kausen Drive, Suite 100

Elk Grove, CA ~~94244-2430~~95758

Telephone: (800) ~~952-5253~~884-1684

~~————(800) 952-8349 (For the hard of hearing)~~700-2320

(TTY)

Non-Discrimination in Service Delivery:

~~8.5.1~~9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular ~~Section 7~~ CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h)~~(4)~~, (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; ~~Title 24, CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable ~~Federal~~federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate ~~Federal~~federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

~~8.5.2~~9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

1 Pamphlet: “Your Rights Under California Welfare
2 Programs” (PUB 13)

3 Discrimination Complaint Form

4 Civil Rights Contacts:

5 ~~8.5.2.19~~4.2.1

County Civil Rights Contact:

6 ~~8.5.2.29~~4.2.2

Orange County Social Services Agency

7 ~~8.5.2.39~~4.2.3

Program Integrity

8 Attn: Civil Rights Coordinator

9 P.O. Box 22001

10 Santa Ana, CA 92702-2001

11 Telephone: (714) 438-8877

12 State Civil Rights Contact:

13 California Department of Social Services

14 Civil Rights Bureau

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

16 Sacramento, CA 94244-2430

17 Federal Civil Rights Contact:

18 U.S. Department of Health and Human Services

19 Office of Civil Rights

20 50 U.N. Plaza, Room 322

21 San Francisco, CA 94102

22 9.4.3.9.4.3 The following websites provide Civil Rights information, publications
23 and/or forms:

24 /// 9.4.3.2 _____

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

27 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->
28 [Rights-Under-California-Welfare-Program \(Pub 13 – Your Rights Under California Welfare](#)

Programs)

<http://ssa.ocgov.com/about/services/contact/complaints/comply>

(SSA Contractor and Vendor Compliance page)

9.10. NOTICES

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

~~9.10.1~~ COUNTY: County of Orange Social Services Agency
~~Contract~~ Contracts and Procurement Services
 500 N. State College Blvd., Suite 100
 Orange, CA 92868-1600

CONTRACTOR: Corbin Family Resource Center
 c/o Children's Bureau of Southern California

~~50 South Anaheim Blvd., Suite 241~~
~~Anaheim~~ 1910 Magnolia Ave.
Los Angeles, CA ~~92805-2900~~ 90007

~~9.210.2~~

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ~~ADMINISTRATOR and CONTRACTOR~~ The parties each may ~~mutually agree~~ designate by written notice from time to time, in the manner aforesaid, any change in the ~~addresses~~ address to which notices ~~are sent. This agreement~~ must be in writing sent.

10.11. NOTICE OF DELAYS

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

1 ~~11.12.~~ 12. INDEMNIFICATION

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

13 ~~12.13.~~ 13. INSURANCE

14 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
 15 purchase all required insurance at CONTRACTOR's expense ~~and to deposit with~~
 16 ~~ADMINISTRATOR Certificates of Insurance~~, including all endorsements required herein,
 17 necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied
 18 with, ~~and~~. CONTRACTOR agrees to keep such insurance coverage ~~and the certificates therefore~~,
 19 Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire
 20 term of this Agreement. ~~CONTRACTOR~~ In addition, all subcontractors performing work on
 21 ~~behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same~~
 22 ~~terms and conditions as set forth herein for CONTRACTOR.~~ terms and conditions as set forth herein for CONTRACTOR.

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

1 It is the obligation of ~~Contractor~~ CONTRACTOR to provide notice of the insurance requirements
 2 to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to
 3 begin work. Such proof of insurance must be maintained by ~~---##CONTRACTOR through the~~
 4 entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
 5 ~~Contractor through the entirety of this Agreement for inspection by County representative(s) at~~
 6 ~~any reasonable time.~~

7 ~~CONTRACTOR shall ensure that all subcontractors performing work on behalf of~~
 8 ~~CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and~~
 9 ~~conditions as set forth herein for CONTRACTOR.~~

10 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on
 11 the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of~~
 12 ~~Insurance with a zero (0) by the appropriate line of coverage.~~ Any self-insured retention (SIR or
 13 deductible) in an amount in excess of ~~\$25~~ fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile~~
 14 ~~liability),)~~ shall specifically be approved by the ~~County Executive Office (CEO)/Office of~~
 15 COUNTY's Risk Management Manager, or designee, upon review of CONTRACTOR's current
 16 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to,
 17 and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the
 18 following:

19 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
 20 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
 21 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
 22 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
 23 same; and

24 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
 25 irrespective of any duty to indemnify or hold harmless; and

26 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
 27 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
 28 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the

insured.

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

Qualified Insurer:

~~12.5.1~~13.5.1 The policy or policies of insurance ~~required herein~~ must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size ~~Category~~ ~~12.5.5~~ as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

~~12.7~~13.7

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
12.8 <u>13.8</u> Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms:

~~12.8.1~~13.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage

1 at least as broad.

2 ~~12.8.2~~13.8.2 Business Auto Liability coverage shall be written on ISO form CA
3 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

4 Required Endorsements:

5 ~~12.9.1~~13.9.1 Commercial General Liability policy shall contain the following
6 endorsements, which shall accompany the Certificate of Insurance:

7 ~~12.9.13.9~~ An Additional Insured endorsement using ISO form
8 CG ~~2010 or CG 2033~~20 26 04 13, or a form at least as broad, naming the County of Orange, its
9 elected and ~~appointed~~ officials, officers, agents and employees, ~~agents~~ as Additional Insureds or
10 provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

11 A primary non-contributing endorsement using ISO
12 form CG ~~2091-24.132~~ or a form at least as broad, evidencing that CONTRACTOR's insurance is
13 primary and any insurance or self-insurance maintained by the County of Orange shall be excess
14 and non-contributing.

15 ~~13.10~~ The Workers' Compensation policy shall contain a waiver of subrogation
16 endorsement waiving all rights of subrogation against the County of Orange, its elected and
17 appointed officials, officers, agents and employees or provide blanket coverage, which will state
18 AS REQUIRED BY WRITTEN CONTRACT.

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

22 CONTRACTOR shall notify ~~County~~COUNTY in writing within thirty (30)
23 ~~days'~~days of any policy cancellation and ten (10) days for non-payment of premium and provide
24 ~~12.12~~13.13 a copy of the cancellation notice to ~~County~~COUNTY. Failure to provide written notice of
25 cancellation may constitute a material breach of the contract, upon which the ~~County~~COUNTY
26 may suspend or terminate this Agreement.

27 If CONTRACTOR's Professional Liability policy is a "claims made"
28 policy, CONTRACTOR shall agree to maintain ~~professional liability~~Professional Liability

1 coverage for two (2) years following completion of this Agreement.

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

5 Insurance certificates should be mailed to COUNTY at the address
6 ~~12.13~~13.14 indicated in Paragraph 10 of this Agreement.

7 If CONTRACTOR fails to provide the insurance certificates and
8 ~~12.14~~13.15 endorsements within seven (7) days of notification by CEO/County Procurement Office or
9 ~~12.15~~13.16 ADMINISTRATOR, award may be made to the next qualified proponent.

10 COUNTY expressly retains the right to require CONTRACTOR to increase
11 or decrease insurance of any of the above insurance types throughout the term of this Agreement.
12 ~~12.16~~13.17 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
13 appropriate to adequately protect COUNTY.

14 ~~12.17~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
15 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of
16 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of
17 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,
18 ~~12.18~~13.19 and COUNTY shall be entitled to all legal remedies.

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

23 ~~13.14~~ 13.14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

26 Any instance in which CONTRACTOR becomes a party to any litigation against
27 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance
28 under this Agreement. While CONTRACTOR is required to provide this information without

prompting from COUNTY, any time there is a change to CONTRACTOR’s litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

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

Any third party claim or lawsuit filed against CONTRACTOR arising from or ~~related~~relating to services performed by CONTRACTOR under this Agreement. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

~~##~~

~~##~~

Any injury to an employee of CONTRACTOR that occurs on COUNTY ~~13.314.4~~property. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

~~14.5~~ Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the term of this Agreement. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

~~13.414.6~~
Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.

~~14.15.~~ CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with ~~the best~~COUNTY interests ~~of COUNTY. This.~~
In addition to the CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, ~~relatives,~~and subcontractors, ~~and third parties~~ associated with ~~accomplishing the work hereunder.~~

provision of goods and services provided under this Agreement. The

1 CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to~~
 2 ~~prevent~~ rules and procedures preventing its employees ~~or~~, agents, and subcontractors from ~~making,~~
 3 ~~receiving,~~ providing, or offering gifts, entertainment, payments, loans, or other considerations
 4 which could be deemed to influence or appear to influence ~~individuals to act contrary to~~ COUNTY
 5 staff or elected officers in the ~~best interests~~ performance of ~~COUNTY~~ their duties.

6 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
 7 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
 8 Agreement performance. While CONTRACTOR will be required to provide this information
 9 without prompting from COUNTY any time there is a change regarding conflict of interest,
 10 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

11 ~~15.~~ 16. ANTI-PROSELYTISM PROVISION

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

16 ~~16.~~ 17. SUPPLANTING GOVERNMENT FUNDS

17 CONTRACTOR shall not supplant any ~~Federal~~ federal, State, or COUNTY funds intended
 18 for the purposes of this Agreement with any funds made available under this Agreement.
 19 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from
 20 COUNTY with respect to, that portion of its obligations which have been paid by another source
 21 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,
 22 either directly or indirectly, as a contribution or compensation for purposes of obtaining
 23 ~~Federal~~ federal, State, or COUNTY funds under any ~~Federal~~ federal, State, or COUNTY program
 24 without prior written approval of ADMINISTRATOR.

25 ~~17.~~ 18. EQUIPMENT

26 All items purchased with funds provided under this Agreement, or which
 27 are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five
 28 thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all

1 Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of
2 Capital Equipment is limited to the performance of this Agreement. Upon the termination of this
3 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
4 COUNTY or its representatives, or dispose of them in accordance with the directions of
5 ADMINISTRATOR.

6 CONTRACTOR further agrees to the following:

7 ~~17.1.1~~18.1.1 To maintain all items of Capital Equipment in good working order
8 and condition, normal wear and tear excepted.

9 ~~17.1.2~~18.1.2 To label all items of Capital Equipment, do periodic inventories as
10 required by ADMINISTRATOR, and to maintain an inventory list showing where and how the
11 Capital Equipment is being used, in accordance with procedures developed by
12 ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days
13 of any request therefore.

14 ~~17.1.3~~18.1.3 To report in writing to ADMINISTRATOR immediately after
15 discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law
16 enforcement agency must be contacted and a copy of the police report submitted to
17 ADMINISTRATOR.

18 ##

19 ~~17.1.4~~18.1.4 To purchase a policy or policies of insurance covering loss or
20 damage to any and all Capital Equipment purchased under this Agreement, in the amount of the
21 full replacement value thereof, providing protection against the classification of fire, extended
22 ~~17.2~~18.2 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
23 parties' interests as they appear.

24 The purchase of any Capital Equipment by CONTRACTOR shall be
25 requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall
26 fulfill the provisions of this Agreement which are appropriate and directly related to
27 CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse
28 reimbursement for any costs resulting from Capital Equipment purchased, which are incurred by

1 CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

2 ~~Personal~~ Computer Equipment:

3 No ~~personal~~ computers and/or personal electronic devices, such as tablets, ~~smart~~
4 ~~phones~~, and laptop computers, or any component thereof, may be purchased with funds provided
5 under this Agreement, regardless of purchase price, without prior written approval of
6 ~~17.3~~18.3 ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by
7 ADMINISTRATOR, be subject to the same inventory control conditions specified in
8 Subparagraphs 18.1.1 to 18.1.4, and, at the sole discretion of ADMINISTRATOR, become the
9 property of COUNTY upon termination of this Agreement.

10 ~~18.19.~~ BREACH SANCTIONS

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

15 ~~18.1.1~~19.1.1 Afford CONTRACTOR a time period within which to cure the
16 breach, which period shall be established by ADMINISTRATOR; and/or

17 ~~18.1.2~~19.1.2 Discontinue reimbursement to CONTRACTOR for and during the
18 period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later
19 recovery; and/or

20 ~~18.2~~19.2 ~~18.1.3~~19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid
21 by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

22 ~~19.120.1~~ ADMINISTRATOR will give CONTRACTOR written notice of any action
23 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

24 ~~19.20.~~ DESIGNATED LEAD AGENCY

25 ~~Each of the Contractor Partner Agencies agrees that Children's~~Children's
26 Bureau of Southern California (~~CB~~Children's Bureau) shall serve as the designated lead agent ~~on~~
27 ~~behalf of the CONTRACTOR~~, with authority to present claims to COUNTY ~~on behalf of each of~~
28 ~~the Contractor Partner Agencies~~ for services delivered ~~by each of them~~ pursuant to this Agreement.

1 As designated lead agent, ~~CB~~Children's Bureau, shall ~~receive the~~submit claims ~~from each of the~~
 2 ~~other Contractor Partner Agencies~~ on a monthly basis ~~and shall submit these claims, along with its~~
 3 ~~own monthly claim~~, pursuant to Paragraph 2021 herein. Claims submitted to COUNTY by the
 4 designated lead agent shall clearly identify the services that were performed ~~by Contractor Partner~~
 5 ~~Agencies~~. Any and all payments to be made by COUNTY pursuant to this Agreement shall be
 6 made payable to the designated lead agent. ~~The designated lead agent shall thereafter disburse~~
 7 ~~payment as appropriate to the Contractor Partner Agencies. Each of the Contractor Partner~~
 8 ~~Agencies agrees that COUNTY's disbursement of payment to the designated lead agent shall~~
 9 ~~satisfy COUNTY's payment obligation under this Agreement.~~

10 As the designated lead agent, ~~CB~~Children's Bureau shall also be
 11 responsible for activities that include but are not limited to the following:

- 12 ~~19.2.1~~20.2.1 Oversight of FRC services;
- 13 ~~19.2.2~~20.2.2 Employment and supervision of the FRC Coordinator;
- 14 ~~20.2.3 Facilitating established meetings for Contractor Partner~~
 15 ~~Agencies~~Employment and generating/or oversight of the Information and Referral Specialist;
- 16 20.2.4 Employment and/or oversight of the Community Engagement Coordinator;
- 17 ~~19.2.3~~20.2.5 Establishing and facilitating a monthly FRC meeting with core
 18 service providers and ensuring meetings minutes are documented;
- 19 ~~19.2.4~~20.2.6 Coordinating ~~a minimum of~~ weekly ~~case management~~Case
 20 Management Team (CMT) meetings;
- 21 ~~19.2.5~~20.2.7 Collecting and maintaining ~~complete~~all invoice documentation ~~for~~
 22 ~~invoices from Contractor Partner Agencies;~~
- 23 ~~19.2.6~~20.2.8 Overseeing the collection, maintenance, and management of all
 24 FRC data, including outcome measurements ~~from Contractor Partner Agencies;~~
- 25 20.2.9 Maintaining the integrity of the Families and Communities Together
 26 (FaCT) database and other reports, as necessary;
- 27 ~~19.2.7~~20.2.10 Generating monthly reports (i.e., Service Grids) and other reports
 28 as requested, in accordance with Paragraph ~~38~~37 of this Agreement and ~~Exhibit~~ Paragraph ~~99~~ of

1 Exhibit A for submission to COUNTY;

2 ~~19.2.8~~ ~~Reimbursing FaCT funded Contractor Partner Agencies for FaCT~~
 3 ~~funded services rendered prior~~ Overseeing and submitting to invoicing the COUNTY;

4 ~~19.2.9~~ 20.2.11 Generating budget/contract modification requests on ~~the FRC's~~
 5 behalf ~~for submission to COUNTY~~ of the FRC;

6 ~~19.2.10~~ 20.2.12 ~~Collecting information from Contractor Partner Agencies~~
 7 ~~and generating~~ Producing, distributing, and maintaining a current, monthly FaCT FRC
 8 event/activity calendar directed by ADMINISTRATOR;

9 ~~19.2.11~~ 20.2.13 ~~Coordinating FRC sustainability efforts referenced in~~
 10 Paragraph 12 of Exhibit "A", Subparagraph 11 of this Agreement;

11 ~~19.2.12~~ 20.2.14 ~~Ensuring all Contractor Partner Agencies~~ FaCT funded
 12 subcontractor(s) are current on required documentation (e.g., insurance certificates, copies of
 13 resumes/applications, independent audits);

14 ~~19.2.13~~ 20.2.15 ~~Ensuring all Nonnon-FaCT Funded Partner Agency funded~~
 15 partner agency(ies) have a current agreement with the FRC and provide copies of agreements to
 16 COUNTY upon request;

17 ~~19.2.14~~ 20.2.16 ~~Facilitating collaborative activities, services, and programs~~
 18 to ensure effective service delivery;

19 ~~19.2.15~~ ~~Maintaining complete and accurate records of all financial and outcome~~
 20 ~~measurement data for the FRC~~;

21 20.2.17 Submitting Special Incident Reports to the COUNTY; and

22 ~~19.2.16~~ ~~Attending required FaCT meetings and mandatory trainings; and~~
 23 ~~20.2.17~~ ~~19.2.17~~ 20.2.18 ~~Maintaining the integrity of the FaCT database and other~~
 24 ~~reports as necessary.~~

25 20.21. PAYMENTS

26 Maximum Contractual Obligation:

27 The maximum obligation of COUNTY under this Agreement shall not exceed the
 28 amount of ~~\$1,500~~ 900,000; or actual allowable costs, whichever is less. The estimated annual

1 amount ~~of~~ for each twelve (12) month period is as follows:

2 21.1.1 Year One: \$300,000 for July 1, 2020 through June 30, 2021;

3 21.1.2 Year Two: \$300,000 for July 1, ~~2015~~2021 through June 30, ~~2016; the~~
4 amount of2022; and

5 ~~20.1.1~~21.1.3 Year Three: \$300,000 for July 1, ~~2016 through June 30, 2017; the~~
6 amount of \$300,000 for July 1, 20172022 through June 30, ~~2018; the amount of \$300,000 for July~~
7 ~~1, 2018 through June 30, 2019; and the amount of \$300,000 for July 1, 2019 through June 30, 2020~~
8 ~~or actual allowable costs, whichever is less~~2023.

9 Allowable Costs:

10 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
11 ~~20.221.2~~
12 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this
13 Agreement, as defined in ~~OMB Circular A-122~~Title 2 CFR Part 200, or as approved by
14 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for
15 anticipated allowable costs that will be incurred by CONTRACTOR for ~~the months of May and~~
16 ~~June in 2016, 2017, 2018, 2019, and 2020~~June 2021, during the month of such anticipated
17 expenditure.
18 ~~20.321.3~~

19 Claims:

20 ~~20.3.1~~21.3.1 CONTRACTOR shall submit monthly claims to be received by
21 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
22 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
23 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
24 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
25 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
26 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

27 ~~20.3.2~~21.3.2 All claims must be submitted on a form approved by
28 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
source documents with the monthly claim, including, inter alia, a monthly statement of services,
general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving

1 records, some of which may be required to be copied. Source documents that CONTRACTOR
 2 must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller.
 3 CONTRACTOR shall retain all financial records in accordance with Paragraph 26-~~(Records,
 4 ~~Inspections, and Audits)~~ of this Agreement.~~

5 ~~20.3.3~~21.3.3 Payments should be released by COUNTY within a reasonable time
 6 period of approximately thirty (30) days after receipt of a correctly completed claim form and
 7 required supporting documentation.

8 ~~20.3.4~~21.3.4 Year-End and Final Claims:

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

16 ~~20.3.4.2~~21.3.4.2 The basis for final settlement shall be the actual
 17 allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122 or 482~~ CFR ~~Section 31.2, as~~
 18 ~~applicable,~~ Part 200, incurred and paid by CONTRACTOR pursuant to this Agreement; limited,
 19 however, to the maximum obligation of COUNTY. In the event that any overpayment has been
 20 made, COUNTY may offset the amount of the overpayment against the final payment. In the
 21 event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums
 22 within five (5) business days of notice from COUNTY. Nothing herein shall be construed as
 23 limiting the remedies of COUNTY in the event an overpayment has been made.

24 ~~21.22.~~ OVERPAYMENTS

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

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

9 ~~22.23.~~ OUTSTANDING DEBT

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

13 ~~23.24.~~ FINAL REPORT

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

19 ~~24.25.1~~

20 ~~24.25.~~ INDEPENDENT AUDIT

21 CONTRACTOR shall employ a licensed certified public accountant who
 22 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related
 23 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
 24 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
 25 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
 26 the ~~OMB Circular A-133, Audits~~ aforementioned regulations for any year covered during the term
 27 of ~~States, Local Governments and Non-Profit Organizations.~~this Agreement, CONTRACTOR
 28 shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's
financial statements. The audit must be performed in accordance with generally accepted

1 government auditing standards ~~and OMB Circular A-122.~~ CONTRACTOR shall cooperate with
 2 COUNTY, State, and/or ~~Federal~~ federal agencies to ensure that corrective action is taken within
 3 six (6) months after issuance of all audit reports with regard to audit exceptions.

4 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers
 5 July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of
 6 organization-wide audits for each of the fiscal cycles corresponding with the term of this
 7 ~~Agreement.~~ ^{24.225.3} CONTRACTOR shall provide each audit within fourteen (14) calendar days of
 8 CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be
 9 sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement
 10 with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.
 11 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to
 12 CONTRACTOR.

13 ~~25.26.~~ RECORDS, INSPECTIONS, AND AUDITS

14 ~~25.26.1~~ Financial Records:

15 ~~25.1.1~~ 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete
 16 financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five
 17 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
 18 State, and ~~Federal~~ federal audits are completed, whichever is later.

19 ~~25.1.2~~ 26.1.2 CONTRACTOR shall establish and maintain reasonable
 20 accounting, internal control, and financial reporting standards in conformity with generally
 21 ~~accepted~~ ^{25.226.2} accounting principles established by the American Institute of Certified Public
 22 Accountants and to the satisfaction of ADMINISTRATOR.

23 Client Records:

24 ~~25.2.1~~ 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete
 25 records of clients served and dates and type of services provided under the terms of this Agreement
 26 in a form acceptable to ADMINISTRATOR.

27 ~~25.2.2~~ 26.2.2 ~~All client records related to services~~ CONTRACTOR shall keep all
 28 COUNTY data provided ~~under~~ to CONTRACTOR during the ~~term~~ term(s) of this Agreement ~~shall~~

1 ~~be retained by CONTRACTOR~~ for a minimum of five (5) years from the date of final payment
 2 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are
 3 completed, whichever is later. These records shall be stored in Orange County, unless
 4 CONTRACTOR requests and COUNTY provides written approval for the right to store the
 5 records in another county. Notwithstanding anything to the contrary, upon termination of this
 6 Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~COUNTY data
 7 to COUNTY in accordance with Subparagraph ~~43.2.42.2~~ of this Agreement.

8 ~~25.2.3~~26.2.3 COUNTY may refuse payment for a claim if client records are
 9 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined
 10 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment
 11 as an overpayment within the provisions of this Agreement.

12 Public Records:

13 ~~25.326.3~~ With ~~To~~ the ~~exception of client records or other records referenced in Paragraph 31,~~
 14 ~~entitled Confidentiality~~extent permissible under the law, all records, including, but not limited to,
 15 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
 16 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

17 ~~##~~426.4

18 Inspections and Audits:

19 ~~25.4.1~~26.4.1 The U.S. Department of Health and Human Services, Comptroller
 20 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,
 21 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized
 22 representatives, shall have access to any books, documents, papers, and records, including medical
 23 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement
 24 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned persons have the right
 25 at all reasonable times to inspect or otherwise evaluate the work performed or being performed
 26 under this Agreement and the premises in which it is being performed.

27 ~~25.4.2~~26.4.2 CONTRACTOR shall make its books and ~~financial~~ records
 28 available within the borders of Orange County within ten (10) days of receipt of written demand

1 by ADMINISTRATOR.

2 ~~25.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and
3 financial records ~~available~~ within the borders of Orange County, CONTRACTOR agrees to pay
4 all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary
5 to obtain CONTRACTOR's books and ~~financial~~ records.

6 ~~25.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of
7 COUNTY's liability to the State or Federal ~~government~~Government or any agency thereof
8 resulting from any disallowances or other audit exceptions to the extent that such liability is
9 attributable to CONTRACTOR's failure to perform under this Agreement.

10 Evaluation Studies:

11 ~~25.5.2~~26.5 ~~25.5.1~~——CONTRACTOR shall participate, as requested by COUNTY, in
12 research and/or evaluative studies designed to show the effectiveness and/or ~~—##~~
13 efficiency of CONTRACTOR's services or provide information about
14 CONTRACTOR's project.

15 ~~26.27.~~ PERSONNEL DISCLOSURE

16 ~~27.1~~ This Paragraph 27 applies to all of CONTRACTOR's personnel providing services
17 through this Agreement, paid and unpaid, including those identified in Paragraph 15 of Exhibit A
18 ~~26.1.2~~27.2 (hereinafter referred to as "Personnel").

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

23 ~~26.1.1~~27.2.1 Names and dates of birth of all ~~full or part-time personnel~~Personnel
24 by title, ~~including volunteer personnel~~, whose direct services are required to provide the programs
25 described herein;

26 ~~26.1.2~~27.2.2 A brief description of the functions of each position and the hours
27 each person works each week, or for part-time ~~personnel~~Personnel, each day or month, as
28 appropriate;

1 ~~26.1.3~~27.2.3 The professional degree, if applicable, and experience required for
2 each position; and

3 ~~26.1.4~~27.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

4 ~~CONTRACTOR's employment applications shall~~Where authorized by
5 law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall
6 require ~~applicants~~prospective Personnel to provide detailed information regarding the conviction
7 ~~of a crime,~~ by any court, for offenses other than minor traffic offenses. Information ~~not disclosed~~
8 ~~in the employment application~~ discovered subsequent to the hiring or promotion of any
9 ~~applicant~~prospective Personnel shall be cause for termination ~~of that employee~~ from the
10 performance of services under this Agreement.

11 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
12 clearance on the following public websites of the names and dates of birth for all Personnel who
13 will have direct, interactive contact with clients served through this Agreement: U.S. Department
14 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
15 Registry (www.meganslaw.ca.gov).

16 ~~26.3~~27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to
17 COUNTY, a criminal record background check on all Personnel who will have direct, interactive
18 contact with clients served through this Agreement. Background checks ~~on all employees and/or~~
19 ~~volunteers who will provide services under this Agreement.~~ conducted through the California
20 Department of Justice shall include a check of the California Central Child Abuse Index, when
21 applicable. Candidates will satisfy background checks consistent with ~~and comparable to those~~
22 ~~required for COUNTY employees~~this Paragraph and their performance of services under this
23 Agreement.

24 ~~27.6~~27.7 CONTRACTOR shall ensure that clearances and background checks described in
25 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing
26 services under this Agreement.

27 In the event a record is revealed through the processes described in Subparagraphs
28 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of

Personnel providing services through this Agreement.

CONTRACTOR warrants that all ~~persons employed or otherwise~~ Personnel assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. ~~CONTRACTOR shall maintain~~ 26.427.8 records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for ~~each employee and/or volunteer~~ Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are completed, whichever is later, in compliance with all applicable laws.

CONTRACTOR shall immediately notify ADMINISTRATOR concerning ~~the arrest~~ and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid employee and/or volunteer staff~~ Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such ~~employee and/or volunteer~~ Personnel may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this ~~Agreement~~, pursuant to Paragraph 19 above. 26.627.10

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

26.827.12 COUNTY shall have the right to require CONTRACTOR to remove any ~~employee~~ Personnel from the performance of services under this Agreement. At the request of 26.927.13 COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~ Personnel.

CONTRACTOR shall notify COUNTY immediately when ~~staff~~ Personnel is terminated for cause from working on this Agreement.

Disqualification, if any, of CONTRACTOR ~~staff~~ Personnel, pursuant to this Paragraph ~~26,27~~ shall not relieve CONTRACTOR of its obligation to complete all work in

1 accordance with the terms and conditions of this Agreement.

2 ~~27.~~28. EMPLOYMENT ELIGIBILITY VERIFICATION

3 As applicable, CONTRACTOR warrants that it fully complies with all ~~Federal~~federal and
 4 State statutes and regulations regarding the employment of aliens and others, and that all its
 5 employees performing work under this Agreement meet the citizenship or alien status requirement
 6 set forth in ~~Federal~~federal statutes and regulations. CONTRACTOR shall obtain, from all
 7 employees performing work hereunder, all verification and other documentation of employment
 8 eligibility status required by ~~Federal~~federal or State statutes and regulations, including, but not
 9 limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as
 10 they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such
 11 documentation for all covered employees for the period prescribed by the law. CONTRACTOR
 12 shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless,
 13 COUNTY, and its agents, officers, and employees from employer sanctions and any other liability
 14 which may be assessed against CONTRACTOR or COUNTY or both in connection with any
 15 alleged violation of any ~~Federal~~federal or State statutes or regulations pertaining to the eligibility
 16 for employment of any persons performing work under this Agreement.

17 ~~28.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

18 In order to comply with child support enforcement requirements of COUNTY,
 19 ~~CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of~~
 20 ~~this Agreement:~~

- 21 ~~(a) in the case of an individual contractor, his/her name, date of birth, Social Security~~
 22 ~~number, and residence address;~~
- 23 ~~(b) in the case of a contractor doing business in a form other than as an individual, the~~
 24 ~~name, date of birth, Social Security number, and residence address of each~~
 25 ~~individual who owns an interest of ten percent (10%) or more in the contracting~~
 26 ~~entity;~~
- 27 ~~(c) a certification that CONTRACTOR has fully complied with all applicable Federal~~
 28 ~~and State reporting requirements regarding its employees; and~~

1 ~~(d) a certification that CONTRACTOR has fully complied with all lawfully served~~
 2 ~~Wage and Earnings Assignment Orders and Notices of Assignment, and will~~
 3 ~~continue to so comply.~~

4 The failure of CONTRACTOR to timely submit the data or certifications required
 5 ~~by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting~~
 6 ~~requirements for child support enforcement or to comply with all lawfully served Wage and~~
 7 ~~Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this~~
 8 ~~Agreement, and failure to cure such breach within sixty (60) calendar days of notice from~~
 9 ~~COUNTY shall constitute grounds for termination of this Agreement.~~

10 It is expressly understood that this data will be transmitted to governmental
 11 ~~agencies charged with the establishment and enforcement of child support orders, and for no other~~
 12 ~~purpose.~~

13 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

14 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
 15 that all employees, ~~volunteers, consultants, or agents~~agents, subcontractors, and all other
 16 individuals performing services under this Agreement report child abuse or neglect to one of the
 17 agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined
 18 in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630.
 19 CONTRACTOR shall require such ~~employee, volunteer, consultant or agent~~employees, agents,
 20 subcontractors, and all other individuals performing services under this Agreement to sign a
 21 statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
 22 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
 23 forth in Section 15630 of the WIC, and ~~will~~shall comply with the provisions of these code sections,
 24 as they now exist or as they may hereafter be amended.

25 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
 26 LAW

27 CONTRACTOR~~——~~ shall notify and provide to its employees, a fact sheet regarding the
 28 Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely

1 surrender a baby. The fact sheet is available on the Internet at
 2 www.babysafe.ca.gov ~~www.babysafe.ca.gov~~ for printing purposes. The information shall be
 3 posted in all reception areas where clients are served.

4 31. CONFIDENTIALITY

5 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
 6 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
 7 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
 8 ^{31.1} now exist or be hereafter amended.

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

24 ^{31.4} CONTRACTOR shall inform all of its employees, agents, subcontractors,
 25 ~~volunteers and partners~~and all other individuals performing services under this Agreement of this
 26 provision and that any person violating the provisions of said ~~State~~California state law may be
 27 guilty of a crime.

28 CONTRACTOR agrees that any and all subcontracts entered into shall be subject

1 to the confidentiality requirements of this Agreement.

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

6 31.5

7 31.5.1 No access, disclosure, or release of information regarding a child who is the
8 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
9 in doubt, no such information shall be released without the written approval of a Judge of the
10 Juvenile Court.

11 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
12 before allowing any child to be interviewed, photographed, or recorded by any publication or
13 organization, or to appear on any radio, television, or internet broadcast or make any other public
14 appearance. Such approval shall be requested through child's Social Worker.

15 32. SECURITY

16 32.1 Security Requirements

17 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
18 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
19 confidentiality that currently exists or exists at any time during the term of this Agreement.

20 CONTRACTOR represents and warrants that it has implemented and will maintain during the
21 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
22 private and confidential client information, to protect against anticipated threats to the security or

23 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
24 use of COUNTY data. Such safeguards and controls shall include at a minimum:

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

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

1 Control to prevent unauthorized access and to prevent
2 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

3 Firewall protection.

4 Use of encryption methods of electronic COUNTY data while
5 in transit from ^{32.1.1.3}CONTRACTOR networks to external networks, when applicable.

6 ^{32.1.1.4} Measures to securely store all COUNTY data, including, but not
7 be limited to, ^{32.1.1.5}encryption at rest and multiple levels of authentication and measures to ensure
8 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.

9 ^{32.1.1.6} CONTRACTOR further represents and warrants that it has implemented and will maintain during
10 the term of this Agreement administrative, technical, and physical safeguards and controls
11 consistent with State and federal security requirements.

12 Security Breach Notification

13 ^{32.2} 32.2.1 CONTRACTOR shall have policies and procedures in place for the
14 effective management of Security Breaches, as defined below. In the event of any actual,
15 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
16 experiences or learns of that either compromises or could reasonably be expected to comprise
17 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
18 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
19 notification, ^{32.2.1.1}CONTRACTOR shall, at its own expense, immediately:

20 ^{32.2.1.2} Investigate to determine the nature and extent of the Security
21 Breach.

22 ^{32.2.1.3} Contain the incident by taking necessary action, including, but
23 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
24 security.

25 Report to COUNTY the nature of the Security Breach, the
26 COUNTY data used or disclosed, the person who made the unauthorized use or received the
27 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
28 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will

1 take to prevent future similar unauthorized use or disclosure.

2 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
 3 determine what actions are necessary in response to the Security Breach and who will perform
 4 these actions. Actions may include, but are not limited to: notifications; investigation and
 5 remediation costs, including notification of all whose personal information was disclosed; outside
 6 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
 7 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
 8 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
 9 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
 10 required actions.

11 ~~32.33.~~ COPYRIGHT ACCESS

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

15 ##

16 ~~33.34.~~ WAIVER

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

23 ~~34.~~ PETTY CASH

24 ~~35.1~~

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

26 35. SERVICES DURING EMERGENCY AND/OR DISASTER

27 CONTRACTOR acknowledges that service usage may surge during or after an
 28 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,

1 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
 2 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
 3 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
 4 described above may require resources or support beyond the local government's capability and
 5 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
 6 council, County Board of Supervisors, or State) and may be declared at the federal level by the
 7 President of the United States.

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

15 ~~35.3~~ CONTRACTOR shall service COUNTY during emergencies and/or declared
 16 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.

17 ///

18 ~~35.1~~ 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

19 ~~Information and solicitations, prepared and released by CONTRACTOR,~~
 20 ~~concerning the services provided under this Agreement shall state~~ COUNTY owns all rights to the
 21 name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos,
 22 ~~or~~ symbols for any purpose, including commercial advertisement, promotional purposes,
 23 announcements, displays, or press releases, without COUNTY's prior written consent is expressly
 24 prohibited.

25 CONTRACTOR may develop and publish information related to this Agreement
 26 where all of the following conditions are satisfied:

27 36.2.1 ADMINISTRATOR provides its written approval of the content and
 28 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the

1 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

2 ~~35.1.1~~36.2.2 Unless directed otherwise by ADMINISTRATOR, the information
3 includes a statement that the program, wholly or in part, is funded through ~~COUNTY~~County, State,
4 and Federal ~~government~~Government funds.;

5 CONTRACTOR shall not disclose any details in connection with this Agreement
6 ~~to any person or entity except as may be otherwise provided hereunder or required by law.~~

7 ~~However, in recognizing CONTRACTOR's need to identify its services and related clients to~~
8 ~~sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this~~
9 ~~Agreement within the following conditions:~~

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

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

16 ~~36.~~ ~~COUNTY RESPONSIBILITIES~~

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

19 ~~37.1~~
20 ~~37.~~ ~~REFERRALS~~

21 CONTRACTOR shall provide services to individuals referred by
22 ~~ADMINISTRATOR.~~

23 ~~36.2.3.1~~
24 ~~36.2.3.2~~ 36.2.3 The information does not give the appearance that the COUNTY, its
25 officers, employees, or agencies endorse:

26 Any commercial product or service; and

27 Any product or service provided by CONTRACTOR, unless
28 approved in writing by ADMINISTRATOR; and

36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
or other publicly available social media sites) to publish information related to this Agreement,

1 CONTRACTOR shall develop social media policies and procedures and have them available to
 2 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
 3 and Procedures as they pertain to any social media developed in support of the services described
 4 within this Agreement. The policy is available on the Internet at
 5 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

6 ~~38.~~37. REPORTS

7 CONTRACTOR shall provide information deemed necessary by
 8 ADMINISTRATOR to complete any State-required reports related to the services provided under
 9 ~~this Agreement.~~

10 CONTRACTOR shall maintain records and submit reports containing such
 11 ~~data and information regarding the performance of CONTRACTOR's services, costs, or other data~~
 12 ~~relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by~~
 13 ~~ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon~~
 14 ~~written notice to CONTRACTOR.~~

15 ~~39.~~38. ENERGY EFFICIENCY STANDARDS

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

18 ~~40.~~39. ENVIRONMENTAL PROTECTION STANDARDS

19 CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act [Title 42
 20 USC Section ~~1857(h)], Section 508 of~~ 7401 et seq., the Clean Water Act (Title 33 USC Section
 21 ~~1368),~~ 1251 et seq., Executive Order 11738 and Environmental Protection Agency, hereinafter
 22 ~~referred to as "EPA," regulations (Title 40 CFR Part 15), as any may now exist or be hereafter~~
 23 ~~amended.~~ Under these laws and regulations, CONTRACTOR assures that:

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

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

1 It will notify COUNTY and EPA about any known violation of the above
2 laws and regulations.

3 41.40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
4 CERTAIN FEDERAL TRANSACTIONS

5 ~~40.339.3~~ CONTRACTOR shall be in compliance with Section 319 of Public Law
6 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions
7 set down by the ~~OMB~~Office of Management and Budget (OMB) and published in the Federal
8 ~~41.140.1~~ Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
9 regulations, it is mutually understood that any contract which utilizes ~~Federal~~federal monies in
10 excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form
11 provided by ADMINISTRATOR that cites the following:

12 ~~41.1.1~~40.1.1 A. — The definitions and prohibitions contained in the clause at
13 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
14 Transactions, included in this solicitation, are hereby incorporated by reference in ~~Paragraph~~
15 ~~(B)~~Subparagraph B of this certification.

16 ~~41.1.2~~40.1.2 B. — The offeror, by signing its offer, hereby certifies to the best
17 of his or her ~~own~~ knowledge and belief as of December 23, 1989, that

18 No ~~Federal~~federal appropriated funds have been paid
19 or will be paid to any person for influencing or attempting to influence an officer or employee of
20 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
21 Member of Congress on his or her behalf in connection with the awarding of any ~~Federal~~federal
22 contract, the making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan, the
23 entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,
24 or modification of any ~~Federal~~federal contract, grant, loan or cooperative agreement;

25 If any funds other than ~~Federal~~federal appropriated
26 funds (including profit or fee received under a covered ~~Federal~~federal transaction) have been paid,
27 or will be paid, to any person for influencing or attempting to influence an officer or employee of
28 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

1 Member of Congress on his or her behalf in connection with this solicitation, the offeror shall
 2 complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities,
 3 to the Contracting Officer; and

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

7 ~~41.1.24~~~~41.1.3~~~~40.1.3~~ C. — Submission of this certification and disclosure is a
 8 prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC.
 9 Any person who makes an expenditure prohibited under this provision or who fails to file or amend
 10 the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of
 11 not less than \$10,000, and not more than \$100,000, for each such failure.

12 42.41. POLITICAL ACTIVITY

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

16 43.42. TERMINATION PROVISIONS

17 ~~43.42.1~~

18 ADMINISTRATOR may terminate this Agreement without penalty,
 19 immediately with cause or after thirty (30) days written notice without cause, unless otherwise
 20 specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be
 21 ~~defined as~~ limited, to any breach of contract, any partial misrepresentation ~~or~~ whether negligent or
 22 willful, fraud on the part of CONTRACTOR, ~~discontinuance of the services for reasons within~~
 23 CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY
 24 ordinances unrelated to performance under this Agreement that, in the reasonable opinion of
 25 COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise
 26 by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all
 27 further obligations under this Agreement.

28 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days prior to

1 the expiration date of this Agreement, or upon notice of termination of this Agreement (“Transition
 2 Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of
 3 service responsibilities, ~~active case records, and pertinent documents~~ case records, and pertinent
 4 documents. The Transition Period may be modified as agreed upon in writing by the parties.
 5 During the Transition Period, service and data access shall continue to be made available to
 6 COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
 7 transitioning all data in the format determined by COUNTY.

8 In the event of termination of this Agreement, cessation of business by
 9 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
 10 services, ^{42.3} ~~CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to~~
 11 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
 12 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
 13 Agreement.

14 ~~43.342.4~~ The obligations of COUNTY under this Agreement are contingent upon the
 15 availability of ~~Federal~~ federal and/or State funds, as applicable, for the reimbursement of
 16 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the
 17 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
 18 remains in effect or operation. In the event that such funding is terminated or reduced,
 19 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum
 20 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR
 21 ~~will~~ shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with
 22 ~~43.442.5~~ written notification of such determination. ~~CONTRACTOR shall immediately comply with~~
 23 ADMINISTRATOR’s decision.

24 If any term, covenant, condition, or provision of this Agreement or the
 25 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this
 26 Agreement shall ~~not~~ remain in full force and effect and shall in no way be affected, impaired, or
 27 invalidated thereby.

28 ~~44.43.~~ GOVERNING LAW AND VENUE

1 This Agreement has been negotiated and executed in the State of California and shall be
2 governed by and construed under the laws of the State of California-, [without reference to conflict](#)
3 [of law provisions](#). In the event of any legal action to enforce or interpret this Agreement, the sole
4 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
5 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
6 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
7 to waive any and all rights to request that an action be transferred for trial to another county.

8 ~~45.44.~~ SIGNATURE IN COUNTERPARTS

9 The parties agree that separate copies of this Agreement may be signed by
10 each of the parties, and this Agreement will have the same force and effect as if the original had
11 ~~45.44.1~~ been signed by all the parties.

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1 CONTRACTOR represents and warrants that the person executing this Agreement
2 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
3 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
4 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

5 ~~44.2~~ _____

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

By: _____
— LYN BRAMMER
— DIRECTOR OF COMMUNITY SERVICES
— CHILDREN'S BUREAU OF SOUTHERN
— CALIFORNIA

By: _____
— CHAIRMAN OF THE
— BOARD OF SUPERVISORS
— COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

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

By: _____
— MARICELA RIOS FAUST
— EXECUTIVE DIRECTOR
— HUMAN OPTIONS, INC.

By: _____
— ROBIN STIELER
— Interim Clerk of the Board
— Orange County, California

Dated: _____

Dated: _____

By: _____
— ANA JIMENEZ HAMI
— EXECUTIVE DIRECTOR
— ORANGE COUNTY CHILDREN'S
— THERAPEUTIC ARTS CENTER

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
— ELDON BABER
— EXECUTIVE DIRECTOR
— THE RAISE FOUNDATION

By: _____
DEPUTY

Dated: _____

Dated: _____

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EXHIBIT A
 TO
 AGREEMENT
 BETWEEN
 COUNTY OF ORANGE
 AND
 CHILDREN’S BUREAU OF SOUTHERN CALIFORNIA
 AND
 HUMAN OPTIONS, INC.
 AND
 ORANGE COUNTY CHILDREN’S THERAPEUTIC ARTS CENTER
 AND
 THE RAISE FOUNDATION
 FOR THE PROVISION OF
FAMILY RESOURCE CENTER SERVICES ~~PROMOTING SAFE AND STABLE FAMILIES~~

4.1 POPULATION TO BE SERVED

CONTRACTOR shall provide Family Resource Center (FRC) services ~~Promoting Safe and Stable Families to,~~ as contained in Paragraph 5 of this Exhibit, to: birth, kinship, blended, adoptive, and ~~foster families~~ Resource Families with children, ages birth ~~through~~ to eighteen (0-18) years, who are at risk ~~and/of~~ or are experiencing child abuse and ~~or~~ neglect; families who are living in poverty or suffering economic ~~hardships~~ hardship, domestic violence, unemployment, teen pregnancy, and unhealthy parenting; families involved with and/or receiving child welfare services, ~~including families in the Family Reunification and/or adoption process; homeless families, unaccompanied homeless youth, and those at risk of homelessness;~~ non-minor dependents ages eighteen ~~through~~ (18) to twenty-one (~~18-21~~), who are being served by child welfare or probation agencies and who are under the jurisdiction of the Orange County Juvenile

1 Court; homeless families, unaccompanied homeless youth, and those families at-risk of
2 homelessness; military families ~~(active or veteran)~~; and persons with disabilities. The population
3 to be served as defined in this Paragraph shall hereinafter be referred to as ~~“PARTICIPANTS”~~
4 or “FAMILIES.”

5 CONTRACTOR shall provide ~~Family Resource Center (FRC)~~ services primarily
6 to those PARTICIPANTS residing in the city of Santa Ana and surrounding communities.

7 ~~2. PSSF & CBCAP FUNDING REQUIREMENTS~~

8 1.2 CONTRACTOR shall provide services/activities, as described in Paragraph 5
9 ~~below, to address one (1) or more of the seven (7) Promoting Safe and Stable Families (PSSF)~~
10 ~~outcomes as specified in Subparagraph 2.2 below, and addressing all four (4) of the PSSF service~~
11 ~~categories defined in Subparagraphs 2.3.1 through 2.3.4, below.~~

12 PSSF Outcomes: Services must meet a minimum of one (1) of the following PSSF
13 ~~outcomes:~~

14 ~~2.2.1 Children are, first and foremost, protected from abuse and neglect.~~

15 ~~2.2.2 Children are safely maintained in their own homes whenever possible~~
16 ~~and appropriate.~~

17 ~~2.2.3 Children have permanency and stability in their living situations.~~

18 ~~2.2.4 The continuity of family relationships and connections is preserved for~~
19 ~~children.~~

20 ~~2.2.5 Families have enhanced capacity to provide for their children’s needs.~~

21 ~~2.2.6 Children receive appropriate services to meet educational needs.~~

22 ~~2.3~~

23 ~~2.2.7 Children receive adequate services to meet physical and mental health~~
24 ~~needs.~~

25 The four (4) PSSF service categories are as follows:

26 ~~2.3.1 Family Preservation: Family Preservation (FP) services typically are~~
27 ~~designed to help families alleviate crises that might lead to out-of-home placement of children;~~
28 ~~maintain the safety of children in their own homes; and assist families in obtaining services and~~

1 ~~other supports necessary to address their multiple needs in a culturally responsive manner.~~

2 ~~2.3.2 Family Support: Family Support services are primarily community-~~
3 ~~based preventive activities designed to alleviate stress and promote parental competencies and~~
4 ~~behaviors that will increase the ability of families to successfully nurture their children; enable~~
5 ~~families to use other resources and opportunities available in the community; and create supportive~~
6 ~~networks to enhance child-rearing abilities of parents and help compensate for the increased social~~
7 ~~isolation and vulnerability of families.~~

8 ~~2.3.3 Time Limited Family Reunification: Time Limited Family~~
9 ~~Reunification (TLFR) are services and activities provided to a child who is removed from the~~
10 ~~child's home and placed in a foster family home or a childcare institution. These services are also~~
11 ~~for the parents or primary caregiver for the child, in order to facilitate the reunification of the child~~
12 ~~safely and appropriately during the court ordered family reunification period. TLFR services~~
13 ~~include individual, group, and family counseling; inpatient, residential, or outpatient substance~~
14 ~~abuse treatment services; mental health services; assistance to address domestic violence;~~
15 ~~temporary childcare and therapeutic services for families, including crisis nurseries; and~~
16 ~~transportation to and from any of the above services.~~

17 ~~2.3.4 Adoption Promotion and Support: Adoption Promotion and Support~~
18 ~~(APS) services are designed to encourage more adoptions out of the foster care system, when~~
19 ~~adoptions promote the best interest of children, and include such activities as pre- and post-~~
20 ~~adoptive services designed to expedite the adoption process and support adoptive families.~~

21 ~~Unless specified otherwise, the services described below in Subparagraphs 5.1~~
22 ~~2.5 through 5.11 addresses each of the four (4) PSSF categories described above in Subparagraphs~~
23 ~~2.3.1 through 2.3.4.~~

24 ~~Community-Based Child Abuse Prevention (CBCAP): Services shall align with~~
25 ~~the California Department of Social Services (CDSS) Community Based Child Abuse Prevention~~
26 ~~(CBCAP) program which supports efforts to develop, operate, expand, enhance, and coordinate~~
27 ~~initiatives, programs and activities to prevent child abuse and neglect. In addition, CBCAP~~
28 ~~supports the coordination of resources to better strengthen and support families as well as foster~~

~~understanding, appreciation and knowledge of diverse populations in order to effectively prevent and treat child abuse and neglect.~~

~~ADMINISTRATOR may, in its sole discretion and upon written notice to CONTRACTOR, modify: the terms or definitions, the particular type of services/activities to be provided, the time of day and day of week services/activities are to be provided, the location(s) where services/activities shall be provided, the date(s) services/activities shall begin and end, the service goal(s), measurement tools and outcome indicators, and the number of participants to be provided services/activities as described in Paragraph 5, below, without changing COUNTY's maximum obligation as set forth in this Agreement. Any modification of services/activities shall remain within the scope of defined PSSF service categories and PSSF outcomes and shall promote community participation. CONTRACTOR shall not institute any modification without prior written approval of ADMINISTRATOR.~~

~~CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload standards as set forth in this Paragraph and as authorized by COUNTY, without reducing the level of service to be provided by CONTRACTOR. This agreement must be in writing.~~

2. DEFINITIONS

2.1 Community Engagement Advisory Committee (CEAC): A partnership of multiple agencies and community members that strive to achieve positive outcomes for the populations they serve and build an interdependent system to address issues and opportunities. Collaboratives also share resources and responsibilities to jointly plan, implement, and evaluate programs to achieve common goals.

Differential Response (DR): A concept that child safety is a responsibility shared by the family, community, and child welfare agencies. DR's primary goal is to engage a greater number of families in services within the community without bringing them into the child welfare system and reduce the recurrence of child maltreatment. DR services are indicated when reported allegations meet statutory definitions of abuse or neglect yet an initial assessment made by SSA Children and Family Services (CFS) determines that with targeted services a family is likely to make needed changes to improve child safety.

1 Families and Communities Together (FaCT): A public-private partnership that
 2 supports FRCs and provides program development and administration, funding, and training.
 3 FaCT receives federal, State, and County funding, as well as volunteer, in-kind support, and private
 4 donations.

5 ^{2.3} Full-Time Equivalent (FTE): The amount of time (stated as a percentage) an hourly
 6 position will be providing services under an agreement. This percentage is based upon a 40-hour
 7 work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage)
 8 the position will be paid under an agreement, regardless of the number of hours actually worked.

9 Military Families: A family unit consisting of active service members, reservists,
 10 veterans (regardless of discharge status) and their children, spouses, partners, and loved ones.

11 ^{2.5} Provider: A funded or non-funded partner agency in partnership with the County
 12 that provides contracted services through a collaborative FRC agreement or an individual agency
 13 agreement.

14 ^{2.7} Resource Family: The Resource Family provides care on a temporary (foster care)
 15 and/or permanent (adoption and legal guardianship) basis and includes all types of caregivers in
 16 the child welfare and probation systems formerly known as foster parents, approved relatives or
 17 approved Non-Relative Extended Family Member.

18 ^{3.1} **HOURS OF OPERATION**

19 CONTRACTOR shall provide services during hours that are responsive to the
 20 needs of ~~PARTICIPANTS~~the target population as determined by ADMINISTRATOR. At a
 21 minimum, CONTRACTOR shall provide services, Monday through Friday, ~~from 9:00 a.m. to 6:00~~
 22 ~~p.m., except COUNTY holidays~~for a minimum of eight (8) hours and thirty (30) minutes per day.
 23 FRC shall remain open until at least 8:00 p.m. two (2) weekdays per week, and until at least 5:30
 24 p.m. on the remaining three (3) weekdays. FRC may off-set regular hours in order to offer FaCT
 25 funded services on weekends for a minimum of four (4) hours. CONTRACTOR holiday schedule
 26 shall not exceed the COUNTY's holiday schedule as established by the Orange County Board of
 27 Supervisors. ~~Weekly hours shall include a minimum of two (2) weeknights until 8:00 p.m. or one~~
 28 ~~(1) weekend day for a minimum of four (4) hours to meet community needs. FRC operating hours~~

1 ~~must be submitted to ADMINISTRATOR for approval. CONTRACTOR may off set regular~~
 2 ~~hours based on the FRC being open for services evenings and/or weekends. For example, services~~
 3 ~~hours on Tuesday and Thursday may be adjusted to 11:00 a.m. to 8:00 p.m. Any changes to the~~
 4 ~~regular schedule must be pre-approved, in writing, by ADMINISTRATOR. FRC shall provide a~~
 5 ~~phone messaging system to record messages and post a sign with an emergency contact name and~~
 6 ~~telephone number for PARTICIPANTS who may call or visit the FRC after hours, as described in~~
 7 Subparagraph 3.2 below. However, CONTRACTOR is encouraged to provide the contracted
 8 services on holidays, whenever possible.

9 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule
 10 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
 11 ^{3,2} Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
 12 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall
 13 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's
 14 holiday schedule. ~~and the hours listed in Subparagraph 3.1 of this Exhibit.~~ Any unauthorized
 15 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~18,19,~~ and
 16 shall not be reimbursed. ~~CONTRACTOR is encouraged to provide contracted services on~~
 17 ~~holidays, whenever possible.~~

18 4. FaCTFRC GENERAL REQUIREMENTS AND CHARACTERISTICS

19 ^{4.1} During the entire term of this Agreement, the ~~FRC will:~~ CONTRACTOR shall:

20 Maintain a family-friendly community facility that functions as a multi-service
 21 community-based site that offers a "one-stop shop" approach to comprehensive array of social and
 22 4.14.2 health services to families and provides a support system that builds on family and community
 23 strengths.

24 Offer multiple programs, including, but not limited to, the following core services:
 25 a case management team, counseling, DR, family support services, parenting education, domestic
 26 violence prevention and treatment (i.e., Personal Empowerment Program), ~~out-of-school-time~~
 27 ~~youth program, TLFR family fun activities, foster/adoptive parent recruitment,~~ and information
 28 and referral services in support of achieving FaCT goals.

1 Be situated in a community-based location easily accessed by pedestrians, as well
2 as public and private transportation.

3 Offer free and accessible parking.

4 Promote the FaCT platform (e.g., FRC sites, services, and literature) at outreach
5 events where FaCT funded staff are utilized.

6 4.4 Display FaCT literature within FRC lobbies and in areas accessible to
7 PARTICIPANTS.

8 4.6 Involve local residents and stakeholders in planning, designing, implementing, and
9 evaluating activities at the FRC.

10 4.7 Maximize the use of volunteers to assist not only in service delivery, but also serve
11 as ambassadors in the community to promote community ownership and sustainability.

12 4.8 Leverage multiple funding streams to offer quality services to the community.

13 4.9 Operate as a collaborative that includes ~~Contractor Partner Agencies, which~~
14 ~~are FaCT Funded and a~~ a minimum of ~~two (2) Non~~ three (3) non-FaCT Funded Partner
15 ~~Agency(ies)~~ funded partner agencies who are providing onsite services at the FRC. Roles and
16 responsibilities of each partner shall be clearly defined for the entire term of the Agreement.

17 4.3.4.11 Have each ~~Non~~ non-FaCT ~~Funded Partner Agency(ies)~~ funded partner
18 agency sign a memorandum of understanding or agreement specifying their commitment to
19 provide services throughout the term of this Agreement.

20 Designate ~~CB~~ Children's Bureau to function as both the designated lead
21 4.5 agency and the program management lead agency. The fiscal and program management
22 responsibilities shall include those referenced in Paragraph ~~19~~ 20 of this Agreement.

23 Provide bilingual ~~staff responsible for~~ direct ~~services~~ service staff that are ~~language~~
24 4.6.4.13 appropriate.

25 ~~Provide services that are culturally~~ proportionate and responsive to the
26 language and cultural needs of the community ~~to be served~~ they serve.

27 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network
28 Administrative Services-~~(FNAS)~~ provider, by attending required meetings, trainings, completing

1 data entry into FaCT database system, and engaging with the FaCT Network in activities related
2 to the FaCT mission and vision.

3 ~~Provide all services at the FRC.~~ Services ~~may also~~ shall be ~~offered~~ provided
4 at the FRC, in-home, ~~at~~ and/or in satellite sites such as schools; and other community locations as
5 ~~needed and as~~ mutually agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential
6 ~~space~~ is required for all Clinical Supervision, Family Support Services, Counseling, and Case
7 Management Team services.

8 ~~Collaborate with other Contractor Partner Agencies and Non FaCT Funded~~
9 ~~Partner Agency(ies) to ensure participants~~ Ensure PARTICIPANTS complete FaCT required
10 ~~registration,~~ consent, sign-in forms, ~~satisfaction surveys,~~ and/or complete assessment tools
11 referenced in Subparagraph ~~8.5~~ 8.6 of this Exhibit when receiving services requiring an assessment.

12 Encourage PARTICIPANTS to complete satisfaction surveys when receiving FRC
13 Services.

14 ~~4.104.18~~ Collaborate with COUNTY staff and COUNTY'S contracted ~~Differential~~
15 ~~Response (DR) and Family Stabilization (FS)~~ services staff who provide services to ~~Social~~
16 ~~Services Agency (SSA) clients~~ PARTICIPANTS.

17 5. SERVICES

18 ~~Case Management Team~~ Throughout this Exhibit, the Contractor Partner Agencies shall
19 ~~hereinafter be referred to as: Children's Bureau of Southern California (CB), Human Options Inc.~~
20 ~~(HO), Orange County Children's Therapeutic Arts Center (OCCTAC), and The Raise Foundation~~
21 ~~(RF).~~

22 Clinical Supervision (HO):

23 ~~5.1.1~~ ~~HO shall provide Clinical Supervision services to ensure the quality of~~
24 ~~counseling services provided at the FRC.~~

25 ~~5.1.2~~ ~~HO's Clinical Supervision services shall include, but are not limited to:~~
26 ~~individual and group clinical supervision for counselor(s) at the FRC, recruitment and supervision~~
27 ~~of Master's level counseling interns, case consultation, verification of laws of confidentiality, and~~
28 ~~ensuring that child and elder/dependent adult abuse reporting requirements are followed.~~

HO's Clinical Supervision

5.1.1 The objectives of Case Management Team (CMT) services are as follows:

Increase collaboration among service providers by meeting on a weekly basis to effectively coordinate PARTICIPANT services;

5.1.1.1 Encourage family attendance and participation in determining their service needs;

Increase and facilitate resource linkages;

5.1.1.2 Improve individual and family functioning;

5.1.1.3 Decrease duplication of PARTICIPANT services ~~shall be provided; and~~ 5.1.1.4

5.1.1.5 Foster the collaboration between the community, service providers, and FRCs to address the needs of children and families.

5.1.2 The CMT consists of an integrated multidisciplinary team, comprised of three (3) or more persons, trained and qualified to provide services. The CMT is responsible for identifying the educational, health, or social service needs of a child, and child's family, and for developing a plan to address these multiple needs as identified in Welfare and Institutions Code section 18986.40. Participants of the CMT shall include FaCT funded and non-FaCT funded representatives and subcontractors that would benefit the family.

5.1.3 CONTRACTOR shall provide CMT services for a minimum of ~~eighty-eight (88) hours~~ seventy-five (75) unduplicated FAMILIES annually. FRC CMT services include, but are not limited to: identifying the educational, health, or social service needs of a child and child's family; developing a plan to address these multiple needs; weekly reviews; team assessment; arranging and coordinating appropriate services; monitoring effectiveness of services; evaluating the outcome of services; and assigned clinician/intern, in conjunction with appropriate partners, 5.1.2.1 5.1.3.1 will utilize clinical skills and knowledge of the community in order to access resources that are best suited to PARTICIPANT's needs. FRC CMT services shall include, but are not limited to, the following components:

~~and shall be~~ Assessment: The CMT Clinical Supervisor,

1 based on ~~the CONTRACTOR's counseling agency supervision requirements~~ input from the CMT,
 2 shall complete an assessment of PARTICIPANTS' strengths and needs and community resources
 3 available to PARTICIPANT.

4 ~~HO's~~ Individual Treatment Plan: On the basis of the assessment
 5 in Subparagraph 5.1.3.1, the CMT shall jointly develop an individualized treatment plan with the
 6 PARTICIPANT that identifies priorities; desired outcomes; strategies; and resources to be used in
 7 attaining the outcomes; follow up; and termination.

8 Reassessment: The CMT Clinical ~~Supervision~~ Supervisor and
 9 CMT shall jointly reassess the PARTICIPANT's status in weekly clinical review of cases. CMT
 10 meetings shall provide weekly evaluations and assessment for PARTICIPANTS.

11 ~~be offered~~ Termination: The CMT Clinical Supervisor and CMT
 12 shall jointly terminate the case from the CMT when the desired outcomes have been attained, the
 13 PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

14 ~~5.1.3~~ 5.1.4 CONTRACTOR shall provide CMT services continuously
 15 throughout the term of this Agreement. CMT meetings shall be scheduled a minimum of one (1)
 16 day per week for a minimum of one (1) hour in duration. The CMT Clinical Supervisor shall
 17 facilitate CMT meetings. CMT meetings shall be held at the FRC or other mutually agreed upon
 18 location, in an appropriate, private, and confidential space.

19 5.1.5 HO CONTRACTOR shall complete the CMT Tracking and Outcomes Log
 20 as well as the required forms referenced in Subparagraph 4.16 of this Exhibit.

21 5.2 ~~5.1.4~~ 5.1.6 CONTRACTOR shall provide qualified ~~licensed~~ CMT Clinical
 22 Supervisor staff, as specified in Subparagraph ~~4.5~~ 5.1.1 of this Exhibit.

23 Counseling Services ~~(HO):~~

24 5.2.1 The objectives of Counseling Services are as follows:

25 ~~5.2.1.1~~ Increase the availability of counseling services for
 26 appropriate non-Medi-Cal clients, underinsured clients, and clients experiencing barriers to
 27 accessing mental health services.

28 Increase participant's coping skills in dealing with stress.

1 Increase PARTICIPANT's coping skills;
 2 Stabilize immediate crisis;
 3 Increase access to social support systems;
 4 Facilitate linkages to appropriate and needed treatment
 5 programs (e.g., domestic violence, substance abuse, mental health, etc.);
 6 5.2.1.2 Reduce risk of violence, abuse, and/or neglect in the home; and
 7 5.2.1.4 Improve individual and family functioning.

8 **Improve individual and family functioning.**

9 5.2.1.6 ~~HO shall~~ CONTRACTOR shall utilize evidence-based practices to provide
 10 Crisis, ~~Individual, Family, and Group, and Individual Counseling services~~ Services for a minimum
 11 of ~~one two~~ two hundred and eleven (111) unduplicated PARTICIPANTS ~~fifty (250) sessions~~ annually.
 12 A completed session of any modality shall be counted as one (1) session regardless of number of
 13 PARTICIPANTS. A session shall be defined as a minimum of fifty (50) minutes in length.

14 5.2.3 Counseling services shall ~~Services shall be held at the FRC, schools, or~~
 15 other mutually agreed upon community location, in an appropriate, private, and confidential space
 16 and be provided to low income, high risk PARTICIPANTS who are not Medi-Cal eligible and
 17 who may be experiencing an immediate crisis that is disrupting their level of functioning.

18 5.2.4 ~~Service Requirements per Modality:~~ _____

19 Crisis Counseling Services: The duration of Crisis Counseling
 20 Services shall consist of a minimum of one (1) session and a maximum of three (3) sessions for
 21 each PARTICIPANT. Crisis Counseling Services shall provide a brief term therapeutic approach
 22 to include, but are not be limited to, assessing the immediate crisis/trauma, helping the
 23 PARTICIPANT identify and develop coping strategies, identifying the factors that led to the crisis
 24 state, and restoring the PARTICIPANT to their previous level of functioning. CONTRACTOR
 25 shall complete a clinical assessment around level of crisis stabilization at the end of service and a
 26 transfer to additional counseling modalities may be offered as deemed necessary and clinically
 27 indicated.

28 Individual Counseling Services: CONTRACTOR shall provide

1 Individual Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20)
 2 sessions, for each PARTICIPANT. Individual Counseling sessions shall be offered to
 3 PARTICIPANTS on a weekly basis. PARTICIPANTS shall receive counseling services to
 4 strengthen their ability to improve individual functioning, explore healthy personal goal(s), and
 5 strengthen social-emotional growth. Individual Counseling Service topics shall include, but are
 6 not limited to: reducing risk of violence, exploring the cycle of abuse, self-control, parenting
 7 issues, victimization, depression, anxiety, social and communication skills, and self-care to cope
 8 with stress. Services shall include prevention and intervention, a psychosocial assessment and
 9 evaluation of the PARTICIPANT, and development of treatment goal(s) focused on needs and
 10 strengths of the PARTICIPANT. Seeking Safety and Trauma-Focused Cognitive Behavioral
 11 Therapy (TFCBT) are evidence-based practices that can be utilized if appropriate to meet
 12 PARTICIPANT needs and to address PARTICIPANT symptoms.

13 Family Counseling Services: CONTRACTOR shall provide
 14 5.2.4.3
 15 Family Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20)
 16 sessions, for each FAMILY. Family Counseling sessions may be weekly or daily, based on
 17 PARTICIPANTS' needs. Family Counseling Services shall include, but not be limited to:
 18 assessing PARTICIPANT's needs; providing emotional support; stabilizing immediate crisis; and
 19 developing goals for PARTICIPANTS~~who are experiencing a crisis due to interpersonal conflicts,~~
 20 ~~family crisis, difficult parenting issues, challenging child needs, and/or traumatic loss. Counseling~~
 21 ~~services will address;~~ addressing parenting issues, cycle of abuse, and victimization, ~~enhance;~~
 22 enhancing family dynamics; and ~~make~~making appropriate linkages to all needed treatment
 23 ~~programs and social support systems. HO shall utilize evidence-based practices, such as Seeking~~
 24 ~~Safety or Trauma Focused Cognitive Behavior Therapy (TF-CBT) as applicable, for Group and~~
 25 ~~Individual Counseling services. The Counselor~~

26 Group Counseling Services: The duration of Group Counseling
 27 Services shall consist of a minimum of six (6) group counseling sessions and a maximum of twenty
 28 (20) sessions, depending on group curriculum at a minimum of ninety (90) minutes each, with a
six (6) week session minimum per series. PARTICIPANTS may join at any point in time and will

1 be considered as having successfully completed group counseling after having attended six (6)
 2 sessions. CONTRACTOR shall provide a multitude of group counseling services, as appropriate
 3 for the PARTICIPANTS, including but not limited to: Women’s Support Group, Stress and
 4 Anxiety Support Group, Grief and Loss Support Group, Pre-Teen Support Group, social skills
 5 development, healthy relationships, relaxation and stress reduction, communication, self-identity,
 6 self-esteem, conflict resolution, A Window Between Worlds, and Seeking Safety. A Window
 7 Between Worlds uses an art curriculum as a tool for healing and empowerment to those who have
 8 experienced violence and trauma. Seeking Safety is an evidence-based modality for individuals
 9 experiencing Post Traumatic Stress Disorder or trauma symptoms.

10 5.2.5 CONTRACTOR shall provide counseling services during FRC operating
 11 hours. CONTRACTOR may also schedule evening hours at the request of the PARTICIPANTS.

12 ~~5.2.2~~ 5.2.6 CONTRACTOR shall provide qualified, bilingual Counselor staff
 13 as specified in Subparagraph 15.4 of this Exhibit. Counselor staff and/or designee, as approved
 14 by ADMINISTRATOR, shall attend ~~the FRC~~ all FRC’s CMT ~~Case Management Team~~ meetings.

15 ~~5.2.3 — HO shall provide Crisis, Group and Individual Counseling services~~
 16 ~~continuously throughout the term of this Agreement by appointment during FRC operating hours.~~
 17 ~~HO may also schedule evening hours at the request of PARTICIPANTS.~~

18 ~~5.2.4 — HO shall provide Crisis Counseling for a minimum of forty three (43)~~
 19 ~~individuals annually. HO shall offer Crisis Counseling services for a minimum of one (1) and not~~
 20 ~~exceed four (4) sessions per PARTICIPANT. Counseling sessions shall be a minimum of fifty~~
 21 ~~(50) minutes in duration, or as clinically indicated by the clinician, and offered to PARTICIPANTS~~
 22 ~~on a weekly basis.~~

23 ~~HO shall provide Group Counseling~~ Differential Response

24 The primary goal of DR Services is to engage a greater number of families in
 25 services within the community without further child welfare intervention and, at the same time,
 26 reduce the recurrence of child maltreatment.

27 5.3.1 The objectives of DR Services are as follows:

28 Support the family while in crisis;

1 Collaborate with the COUNTY social worker and the family to
2 devise a plan that identifies resources in an effort to protect the children and preserve the family;

3 Assess the family’s needs, stabilize immediate crisis, and
4 increase coping skills and family cohesiveness;

5 5.3.1.2 Develop a treatment plan to address individual and family needs
6 to be offered for a minimum of thirty (30) individuals annually. HO shall offer a minimum of four

7 ~~(4) Group Counseling series annually. Each series shall consist of six (6) weekly sessions. Group~~
8 ~~Counseling sessions shall each be~~ 5.3.1.4 days;

9 Provide in-home services, as needed, to address positive
10 parenting skills, discipline, child development, and child health and safety; and

11 5.3.1.5 Present DR cases at the CMT.

12 5.3.1.6 5.3.2 DR services shall focus on a family centered approach to: maintain children
13 safely in the home; reduce entry into the child welfare system; serve as a support to families while
14 in crisis; assess safety concerns and family’s willingness to participate; team home visit;
15 comprehensive family assessment; develop an individualized, needs based, and collaborative
16 service plan; make referrals to community resources as appropriate; create linkage to assistance
17 with service receipt; provide ongoing support; engage in advocacy; provide case management;
18 provide ongoing tracking; follow up with family; provide assistance in accessing community
19 resources; work with DR COUNTY social worker(s) to ensure appropriateness of service plan in
20 meeting goals while protecting children; and refer to CMT, facilitate attendance, and include, at
21 the family’s request, extended family, non-family, and community leaders such as
22 pastors/religious leaders as a long term support for family.

23 5.3.3 CONTRACTOR shall provide DR Services during FRC operating hours.
24 CONTRACTOR may also schedule evening hours at the request of the PARTICIPANTS.

25 Family Support Services

26 Family Support Services shall be provided to families with a minimum of two (2)
27 ~~hours in duration~~ core service needs. Services are provided through a collaborative process that
28 assesses, plans, implements, coordinates, monitors, and evaluates the options and services required

1 to meet PARTICIPANT needs.

2 ~~5.2.5 HO shall provide Individual Counseling for a minimum of thirty eight~~
3 ~~(38) individuals annually. HO shall offer Individual Counseling sessions for a minimum of four~~
4 ~~(4) and not exceed twenty (20) sessions in duration, per PARTICIPANT. Counseling sessions~~
5 ~~shall be a minimum of fifty (50) minutes in duration, or as clinically indicated by the clinician, and~~
6 ~~offered to PARTICIPANTS on a weekly basis.~~

7 ~~5.2.6 HO shall provide qualified, bilingual licensed or license eligible~~
8 ~~Counselor staff as specified in Subparagraph 14.7 of this Exhibit.~~

9 Family Support Services (CB):

10 ~~5.3~~ 5.4.1 The objectives of Family Support Services are as follows:

11 ~~5.3.1.1~~ Increase families' follow-through with service
12 ~~providers.~~ ~~5.3.1.1~~

13 Increase access to resources.

14 ~~5.3.1.2~~ 5.4.1.1 Increase Support effective coordination of services among
15 service providers;

16 ~~5.3.1.4~~ 5.4.1.2 ~~Assist in accessing resources so families may achieve~~
17 ~~economic~~ Promote knowledge of, and provide linkages, to resources, services, and opportunities to
18 improve self-sufficiency; and

19 ~~CB~~ Support families in following through with recommended
20 services.

21 ~~5.3.2~~ 5.4.2 CONTRACTOR shall provide Family Support Services for a
22 minimum of one hundred ~~and ten (10)~~ (100) unduplicated FAMILIES annually. Family Support
23 Services are those services ~~employing a case manager (e.g., Family Support Specialist)~~ responsible
24 for assessing the strengths and meeting the multiple needs of a PARTICIPANT and family;
25 arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families.
26 ~~The primary goal of case management shall be to link; and linking~~ PARTICIPANTS ~~with multiple~~
27 ~~needs~~ to resources, services, and opportunities. The Family Support ~~Specialist~~ Advocate shall also
28 teach and empower ~~PARTICIPANTS~~ families to access community resources; and ~~to~~ strengthen

1 problem solving skills.

2 ~~5.3.3~~5.4.3 ~~CB~~CONTRACTOR shall provide Family Support Services
3 continuously throughout the term of this Agreement during FRC operating hours or ~~at dates and~~
4 ~~times convenient to PARTICIPANTS.~~ ~~CB~~on evenings as required by FAMILIES.
5 CONTRACTOR shall provide Family Support Services for a minimum of thirty (30) days per
6 FAMILY.

7 ~~5.3.4~~5.4.4 ~~CB~~CONTRACTOR shall ~~primarily~~ provide Family Support
8 Services in English and Spanish, primarily at the FRC, in family's home, ~~at the FRC,~~ or at other
9 community locations as ~~needed with advance written approval~~agreed upon by
10 ~~ADMINISTRATOR~~PARTICIPANT and FRC.

11 ~~5.3.5~~5.4.5 ~~CB~~CONTRACTOR shall provide qualified, bilingual Family
12 Support ~~Specialist~~Advocate staff as specified in Subparagraph ~~14.8~~15.5 of this Exhibit.

13 Foster and Adoptive Parent Recruitment (CB):

14 ~~5.4~~ ~~5.4.1~~ ~~The objective of Foster and Adoptive Parent Recruitment services is to~~
15 ~~increase foster/adoptive awareness to prospective caregivers.~~

16 ~~##~~

17 ~~5.4.2~~ ~~CB shall help promote, in collaboration with ADMINISTRATOR, the~~
18 ~~need for foster and adoptive resources for children in need of a permanent home. Promotional~~
19 ~~activities may include, but are not limited to: providing information on the adoption process,~~
20 ~~available services, and community involvement via distribution of flyers and other marketing~~
21 ~~materials to local community residents, Partner Agency newsletters, and outreach events.~~

22 ~~5.4.3~~ ~~CB shall distribute Foster and Adoptive Parent Recruitment flyers to a~~
23 ~~minimum of five hundred (500) unduplicated PARTICIPANTS annually.~~

24 ~~5.4.4~~ ~~CB's Foster and Adoptive Parent Recruitment services shall be offered~~
25 ~~continuously throughout the term of this Agreement. Foster and Adoptive Parent Recruitment~~
26 ~~shall be offered at the FRC and other community locations as needed and approved by~~
27 ~~ADMINISTRATOR.~~

28 ~~5.4.5~~ ~~CB's Foster and Adoptive Parent Recruitment Services shall address~~

1 only the following PSSF service category: APS

2 5.4.6 ~~CB shall provide qualified Foster and Adoptive Parent Recruiter (e.g.,~~
3 ~~Family Support Specialist) staff to provide this service as specified in Subparagraph 14.9 of this~~
4 ~~Exhibit.~~

5 FRC Case Management Team (CB):

6 5.5.1 ~~The objectives of FRC Case Management Team (CMT) services are as~~
7 ~~follows:~~

8 5.5 ~~_____~~ Increase collaboration among Contractor Partner
9 ~~Agencies to effectively coordinate services.~~

10 5.5.1.1 ~~_____~~ Improve resource linkages.

11 5.5.1.2 ~~_____~~ ~~Improve individual and family functioning.~~

12 ~~5.5.1.3.1.1.1 _____~~ Decrease duplication of services.

13 5.5.1.4 ~~_____~~ Build the capacity of communities and FRC to address
14 ~~the needs of children and families.~~

15 5.5.2 ~~CB's FRC CMT consists of an integrated multidisciplinary team~~
16 ~~comprised of three (3) or more persons trained and qualified to provide services. The FRC CMT~~
17 ~~is responsible for identifying the educational, health, or social service needs of a child and child's~~
18 ~~family and for developing a plan to address these multiple needs as identified in Welfare and~~
19 ~~Institutions Code (WIC) section 18986.40. Participants of the FRC CMT shall include all~~
20 ~~Contractor Partners Agencies and Non FaCT Funded Partner Agency(ies) representatives that~~
21 ~~would benefit the family. In addition to the participation of the Contractor Partners Agencies,~~
22 ~~local Miscellaneous Order Number 534.3 specifies that multidisciplinary services team~~
23 ~~composition include at least two (2) members from the following: Orange County Probation~~
24 ~~Department, Orange County Health Care Agency, Orange County Department of Education,~~
25 ~~Regional Center of Orange County, North Orange County Regional Occupational Program, and~~
26 ~~Orange County SSA.~~

27 ~~5.5.3.1.1.1 _____~~ ~~CB, in coordination with Contractor Partners Agencies, shall~~
28 ~~provide FRC CMT services for a minimum of one hundred (100) unduplicated FAMILIES~~

~~annually. FRC CMT services shall include, but are not limited to, the following components:~~

~~Assessment: CB's FRC CMT Clinical Supervisor, based on input from the CMT, shall complete an assessment of PARTICIPANTS' strengths and needs, and community resources available to PARTICIPANT.~~

~~Individualized Treatment Plan: On the basis of the 5.5.3.1 assessment in Subparagraph 5.5.3.1, the FRC CMT shall develop an individualized treatment plan with the PARTICIPANT that identifies priorities, desired outcomes, the strategies and resources to be used in attaining the outcomes, follow up, and termination. 5.5.3.2~~

~~##~~

~~Reassessment: The FRC CMT Clinical Supervisor and CMT shall jointly reassess the PARTICIPANT's status, with input from Contractor Partners 5.5.3.1.1.1 Agencies, in a weekly clinical review of cases. FRC CMT meetings shall provide weekly evaluations and assessment for PARTICIPANTS.~~

~~5.5.3.4 Termination: The FRC CMT Clinical Supervisor and CMT shall jointly terminate the case from FRC CMT when the desired outcomes have been attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.~~

~~5.5.4 CB in coordination with Contractor Partners Agencies shall provide FRC CMT services during FRC Operating hours continuously throughout the term of this Agreement during FRC hours of operation. FRC CMT meetings shall be scheduled a minimum of one (1) day per week for a minimum of one (1) hour in duration. The FRC CMT Clinical Supervisor shall facilitate FRC CMT meetings.~~

~~5.5.5 CB and CONTRACTOR PARTNER AGENCIES shall jointly measure progress by ensuring PARTICIPANTS complete the required forms referenced in Subparagraph 5.6.5 4.9 and also the FRC CMT Tracking and Outcomes Log specified in Subparagraph 8.5.~~

~~5.5.6 CB shall provide qualified FRC CMT Clinical Supervisor staff to facilitate FRC CMT meetings as specified in Subparagraphs 14.10 of this Exhibit.~~

Information and Referral Services (RF):

~~5.6.15.5.1 The objective of Information and Referral Services is to increase~~

1 access to community resources for families in need.

2 5.5.2 RFCONTRACTOR shall provide Information and Referral Services ~~for~~to a
3 minimum of ~~two thousand (2,000) unduplicated~~fifteen hundred (1,500) PARTICIPANTS
4 annually. ~~Information and Referral~~

5 ~~5.6.2~~5.5.3 Services ~~shall include, but are not limited to the following:~~ an
6 assessment of need and referral services, including, but not limited to, the following: emergency
7 housing, emergency food, ~~family~~ counseling, childcare, substance abuse counseling and treatment,
8 parenting ~~training~~education, utility assistance, health and mental health treatment, education and
9 job training, legal aid, and youth academic and recreation services. Information and Referral
10 Specialist shall collaborate with other ~~County and local~~ community agencies by receiving and
11 referring ~~clients, which may include, but are not limited to 2-1-1 Orange County and Community~~
12 ~~Engagement Advisory Committee (CEAC).~~PARTICIPANTS.

13 ~~5.6.3~~5.5.4 RF's Information and Referral Specialist shall be stationed at the
14 FRC reception area as the first point of contact for walk-in and telephone/email inquiries during
15 FRC operating hours. Information and Referral ~~Services shall be offered during FRC operating~~
16 ~~hours. RF shall provide Information and Referral Services during FRC hours continuously~~
17 ~~throughout the term of this Agreement~~Specialist shall follow-up with linked service provider to
18 verify linkages.

19 5.5.5 RFCONTRACTOR shall track Information and Referral Services using the
20 FRC Daily Information and Referral Tracking Log to capture number of PARTICIPANTS served,
21 PARTICIPANT zip code, mode of contact (e.g. phone call, walk-in, internet), and service(s)
22 referred.

23 ~~5.6.4~~5.5.6 CONTRACTOR shall provide qualified, bilingual Information and
24 Referral Specialist, ~~staff as specified in Subparagraph 14.12~~15.7 of this Exhibit.

25 Other Services - Life Skills Workshops (CB):

26 ~~5.7.1~~ 5.7.1 ~~The objectives for Life Skills Workshops are as follows:~~

27 Improve self-esteem.

28 Increase coping skills.

1 Improve family bonding.

2 ~~5.7.2 — CB shall provide Life Skills Workshop services to children ages three to~~
3 ~~eighteen (3-18) years who are at risk of child abuse or neglect. Individuals may include: those who~~
4 ~~are low income or dealing with issues of poverty; those experiencing domestic violence, teen~~
5 ~~parenting or ^{5.7.1.3} receiving child welfare services, including families in the process of family~~
6 ~~reunification or adoption; and those who may be experiencing a crisis due to interpersonal~~
7 ~~conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss.~~

8 ~~5.7.3 — CB shall provide Life Skills Workshop services for a minimum of~~
9 ~~twenty (20) PARTICIPANTS annually. Life Skills Workshop services topics shall include, but~~
10 ~~are not limited to the following: self-esteem and character building, increased coping skills and~~
11 ~~family coherence, family building and bonding, children and teen issues facing youth, stress~~
12 ~~management, and impact of family trauma, child abuse and domestic violence.~~

13 ~~5.7.4 — CB shall provide two (2) annual Life Skills Workshop services during~~
14 ~~FRC operating hours, at dates and times convenient to PARTICIPANTS, during the term of this~~
15 ~~Agreement. Life Skills Workshop services shall be a minimum of ninety minutes in duration.~~

16 ~~5.7.5 — CB shall provide Life Skills consultant staff with expertise in the Life~~
17 ~~Skills Workshop subject matter. Life Skills topics to be approved in advance and in writing by~~
18 ~~ADMINISTRATOR.~~

19 Out-of-School-Time Youth Program (OCCTAC):

20 ~~5.8.1.1~~ ~~5.8.1 — The objectives of Out of School Time Youth Program are as follows:~~

21 ~~5.8.1.3~~ ~~————— Increase social connection amongst peers.~~

22 ~~Provide a safe place for school-aged children.~~

23 ~~Increase enrichment opportunities to enhance academic~~
24 ~~achievement and healthy social behavior.~~

25 ~~5.8.2 — OCCTAC shall provide Out of School Time Youth Program services~~
26 ~~for a minimum of forty (40) unduplicated PARTICIPANTS annually. Out-of-School-Time Youth~~
27 ~~Program will provide PARTICIPANTS with a safe and nurturing place during after school and~~
28 ~~non-school hours. Activities may include, but are not limited to: recreation, education, healthy~~

development, artistic and cultural enrichment, and leadership development.

##

5.8.3 — During the academic school year, OCCTAC shall provide Out of School Time Youth Program services through weekly two (2) hour after school art classes with a curriculum that focus on art activities which integrates literacy and the creation of books to help students enhance their language and literacy skills via fun and creative art projects.

5.8.4 — OCCTAC shall provide qualified Out of School Time Youth Leader staff as specified in Subparagraph 14.14 of this Exhibit.

Parenting Education (HO):

5.9.1 5.6.1 The objectives for Parent Education are as follows:
5.9.5.6

Increase Provide social support.;

5.9.1.1 5.6.1.1

Enhance coping skills.;

5.9.1.2 5.6.1.2

Improve knowledge of child development.;

5.9.1.3 5.6.1.3

Improve knowledge of appropriate and effective discipline.

5.9.1.4 5.6.1.4

5.9.2 5.6.2 HO shall provide Parenting Education services for a minimum of sixty (60) unduplicated PARTICIPANTS annually. CONTRACTOR shall provide evidence-based parenting curriculum as listed on the California Evidence Based Clearinghouse website (CEBC4CW.org). Elements of an effective parenting education program shall improve parenting skills and family functioning by teaching parents/caregivers about child development (e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g., communication and stress management). As applicable, parenting education emphasis shall be placed on the prevention of recurrence of ~~child abuse~~ maltreatment and/or shall address attachment, bonding, and traumatic loss issues. ~~HO shall utilize Incredible Years and/or Positive Parenting Program (Triple P), evidenced based parenting programs, or an evidenced informed curriculum, to enhance the parent child relationship and decrease the risk of child abuse.~~

5.6.3 HO CONTRACTOR shall provide Parenting Education services for a minimum of thirty-two (32) unduplicated PARTICIPANTS annually. CONTRACTOR shall provide curriculums to target FAMILIES with children between ages five (5) to seventeen (17)

1 years old.

2 5.6.4 CONTRACTOR shall provide a minimum of four (4) Parenting Education
3 series annually. ~~HO's Parenting Education~~Frequency and length of each parenting series
4 ~~comprised of a minimum of eight (8) and a maximum of fourteen (14) weekly classes. Each class~~
5 ~~shall be a minimum of ninety (90) minutes in duration with a minimum of two (2)~~
6 ~~PARTICIPANTS per class. HO shall provide Parenting Education services will be based on~~
7 selected evidence-based curriculum.

8 ~~5.9.3~~5.6.5 Parenting Education services shall be provided continuously during
9 the term of this Agreement ~~or~~ at dates and times convenient for PARTICIPANTS. Services shall
10 be offered at the FRC, schools, and other community locations as needed and approved by
11 ADMINISTRATOR. A minimum of one (1) class shall be offered at the FRC annually.

12 ~~5.9.4~~5.6.6 ~~HO~~CONTRACTOR shall ensure completion of required paperwork
13 when providing parenting education to PARTICIPANTS receiving child welfare services,
14 including, but not limited to, verification of attendance, issuance of certificates of completion, and
15 verbal and/or written reports to COUNTY ~~Social Workers~~social workers.

16 ~~5.9.5~~ ~~HO shall provide qualified, bilingual Parenting Educator staff (e.g.,~~
17 ~~Counselor) as specified in Subparagraph 14.15 of this Exhibit.~~

18 5.6.7 CONTRACTOR shall provide parenting education in English and Spanish,
19 with the capacity to provide courses in Vietnamese, Farsi, Korean, and Arabic.

20 ~~5.10.7~~ 5.6.8 CONTRACTOR shall provide parenting instructors that are trained and
21 certified to provide the selected evidence-based curriculum.

22 Personal Empowerment Program (Certified Domestic Violence Prevention
23 and Treatment Education Program) ~~General and Time Limited Family Reunification Participants~~

24 ~~(HO):~~ ~~5.10.1~~5.7.1.1

25 ~~5.10.1~~5.7.1 The objectives of Personal Empowerment Program (PEP) are as
26 follows:

27 ~~Increase~~ ~~victim's~~Raise awareness of the
28 ~~threat~~various types of domestic violence and its short/and long term effects.;

1 Develop or enhance safety plan for domestic
2 violence victims;

3 Increase victim’s understanding of the effects
4 domestic violence has on children; and

5 ~~5.10.1.2~~ 5.7.1.2 Increase victim’s awareness on the various types of
6 ~~abuse.~~ ~~5.10.1.3~~ 5.7.1.3

7 Promote safety and permanency in homes and
8 communities through prevention efforts aimed at child abuse and domestic violence.

9 ~~5.10.1.5~~ ~~5.7.2~~ ~~5.7.4~~ 5.7.2 HO’s CONTRACTOR shall provide PEP services ~~are comprised to a~~
10 minimum of ~~a~~ forty-five (45) unduplicated PARTICIPANTS annually.

11 ~~5.10.2~~ 5.7.3 PEP services shall be an evidence-based ten (10) week educational
12 support program designed to help victims break the cycle of domestic violence through education
13 on the dynamics of domestic violence, effects of violence on victims and their children, and to
14 help victims protect children who live in domestic violence homes. ~~PEP~~ Topics shall include, but
15 ~~are not~~ be limited to: safety planning, boundaries, anger management, legal aspects of domestic
16 violence, working through denial, and maintaining healthy relationships. ~~PEP curriculum shall~~
17 ~~educate PARTICIPANTS about domestic violence and make informed decisions to ensure~~
18 ~~personal safety and decrease risk of child abuse. Services shall target the general community as~~
19 ~~well as COUNTY’s TLFPR population.~~

20 ~~5.10.3~~ ~~HO~~ CONTRACTOR shall provide PEP services ~~to a minimum of forty~~
21 ~~(40) unduplicated PARTICIPANTS annually.~~

22 ~~5.7.4~~ ~~HO~~ shall ~~provide PEP group series~~ continuously during the term of this
23 Agreement ~~with a minimum.~~

24 5.7.5 During the entire term of this agreement, PEP providers must be approved
25 by the PEP Program Collaborative of ~~four (4) group series annually. Each group shall meet weekly~~
26 ~~for a minimum of two (2) hours in duration.~~ ~~HO~~ shall provide Orange County.

27 ~~5.10.4~~ 5.7.6 CONTRACTOR shall offer PEP services ~~during at the~~ FRC
28 ~~operating hours or~~ and other community locations at dates and times convenient for

1 PARTICIPANTS, and as approved by ADMINISTRATOR. CONTRACTOR may refer
2 PARTICIPANTS to attend PEP services at any IH facilitated location that fits their language
3 preference and schedule availability.

4 5.7.7 When PEP instructors shall administer the FaCT-approved pre/post
5 measurement tools and enter the results into the FaCT database.

6 ~~5.10.5~~ 5.7.8 CONTRACTOR shall ensure completion of required paperwork
7 when providing PEP to PARTICIPANTS receiving child welfare services ~~to COUNTY's TLFR~~
8 ~~population, HO shall also be required to include, including,~~ but not be limited to, verification of
9 attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY
10 ~~Social Workers~~ social workers. With written authorization from PARTICIPANT, PEP instructors
11 shall provide verbal and/or written reports to County social worker.

12 ~~5.10.6~~ — ~~HO shall provide qualified, bilingual PEP Instructor staff as specified in~~
13 ~~Subparagraph 14.16 of this Exhibit. During the entire term of this Agreement, PEP providers must~~
14 ~~be approved by the PEP Program Collaborative of Orange County.~~

15 ##

16 ##

17 ~~5.11~~ _____

18 5.8 Time-Limited Family Reunification Family Fun Activities (CB):

19 Other Services: Emergency Assistance

20 ~~5.11.1~~ — ~~The objectives of Time-Limited Family Reunification (TLFR) Family~~
21 ~~Fun Activities are as follows:~~ _____

22 Increase parent-child bonding.

23 Provide a safe and enriching interactive environment for
24 ~~TLFR families.~~

25 ~~5.11.2~~ 5.8.1 CB shall provide TLFR Family Fun Activities objective of
26 Emergency Assistance (EA) services is to PARTICIPANTS. In addition help stabilize families in
27 crisis due to PARTICIPANTS referenced in Paragraph 1, TLFR Family Fun Activities may also
28 include: children that are removed from their home and placed in a foster family home or a
childcare institution and parents or primary caregiver of such a child, in order to facilitate the

1 ~~reunification of the child, safely and appropriately.~~ inability to meet their basic needs.

2 ~~5.11.3 — CB shall provide TLFR Family Fun Activities services for a minimum~~
3 ~~of ten (10) unduplicated families annually. TLFR Family Fun Activities shall include supervised~~
4 ~~and organized activities and events for children of parents and/or caregivers in the reunification~~
5 ~~process. Activities can include arts and cultural enrichment, education, and recreation to promote~~
6 ~~healthy parent-child bonding, quality time, and communication. In the event a parent is~~
7 ~~participating in monitored/supervised visitation while simultaneously participating in a Family~~
8 ~~Fun Activity, the SSA approved monitor or supervised visitation specialist must be present during~~
9 ~~the entire length of the Family Fun Activity.~~

10 ~~5.11.4 — CB shall provide a minimum of two (2) TLFR Family Fun Activities~~
11 ~~(events) annually; topics may include, but are not limited to the following: Halloween Party,~~
12 ~~Holiday Adopt a Family, Spring Celebration, Movie Night, and Family Bonding Day.~~

13 ~~5.11.5 — CB's TLFR Family Fun Activities services shall address only the~~
14 ~~following PSSF category: TLFR.~~

15 5.8.2 CB Services shall include an assessment of emergency needs. The
16 assessment shall be completed by the Information and Referral Specialist and include
17 recommendation(s) to meet the emergency needs of the PARTICIPANTS. Recommendations for
18 use of EA funds shall be in accordance with Subparagraph 1.1.1 of this Exhibit.

19 5.8.3 CONTRACTOR shall provide EA services for a minimum of twenty (20)
20 unduplicated FAMILIES annually, no more than one (1) time for each PARTICIPANT, during the
21 term of this Agreement.

22 5.8.4 CONTRACTOR shall provide EA services primarily at the FRC and other
23 community locations, as needed. Services shall be offered during FRC hours of operation or at
24 5.9 dates and times convenient for the PARTICIPANT. CONTRACTOR shall provide EA services
25 continuously throughout the term of this Agreement.

26 ///

27 Other Services: Legal Advocacy

28 5.9.1 CONTRACTOR shall conduct legal assessments with Parents/adult victims

1 of domestic violence to identify existing or anticipated legal issues, and provide education,
2 referrals, direct services, and resources. CONTRACTOR shall provide PARTICIPANTS with
3 education on legal options available and work with PARTICIPANTS to achieve their legal goals.

4 5.9.2 CONTRACTOR shall provide Legal Advocacy services for a minimum of
5 twenty (20) PARTICIPANTS annually.

6 5.9.3 CONTRACTOR shall provide Legal Advocacy services at locations
7 approved by ADMINISTRATOR.

8 5.9.4 CONTRACTOR shall provide qualified staff to assist in providing Legal
9 Advocacy services to PARTICIPANTS

10 Other Services: Out of School Time Art Classes

11 5.10.1 CONTRACTOR shall provide Out of School Time (OST) Art Classes to
12 children ages six (6) to seventeen (17) years including reunifying and adopting families.

13 5.10.2 CONTRACTOR shall provide OST services for a minimum of forty (40)
14 unduplicated PARTICIPANTS annually.

15 5.10.3 CONTRACTOR shall provide OST Art Class services one time per month
16 for ninety (90) minutes throughout the term of this Agreement.

17 5.10.4 CONTRACTOR shall provide OST services at locations approved by
18 ADMINISTRATOR.

19 ~~5.11.6~~ 5.10.5 CONTRACTOR shall provide qualified ~~TLFR—Family—Fun~~
20 ~~Activities~~ OST Leader/Program Facilitator staff ~~(e.g., subcontractor or CB staff) as referenced in~~
21 ~~Subparagraph 14.20 of this Exhibit.~~

22 6.1 ADDITIONAL CONTRACTOR RESPONSIBILITIES

23 In addition to providing the services described in Paragraph ~~55~~ of this Exhibit ~~A~~,
24 ~~6.16.2~~ CONTRACTOR agrees to:

25 Provide a minimum of three (3) non-FaCT funded onsite services throughout the
26 term of this Agreement.

27 Provide ADMINISTRATOR a bi-annual detailed marketing plan for each
28 contracted service, and revise, if necessary, as requested by ADMINISTRATOR.

1 Actively engage the community, including local residents, faith-based groups,
 2 businesses, public and private organizations, civic groups, and others in the planning and
 3 implementation of services that promote the well-being, safety, and permanency of children,
 4 families, and communities.

5 ~~6.2.3~~ ~~6.2.1~~ CONTRACTOR shall use EA funds to meet the basic needs of
 6 PARTICIPANTS in support of services as described herein. Allowable costs include emergency
 7 food, emergency clothing, diapers, medicine, bus tickets to access services, safety items, one-time
 8 rent payment assistance, and one-time utility payment assistance. Other allowable costs are to be
 9 approved in advance and in writing by ADMINISTRATOR. ~~Develop and maintain a Governance~~
 10 ~~Structure document outlining resource sharing, accountability, decision-making strategies, and a~~
 11 ~~conflict resolution plan. The Governance Structure shall include, but not be limited to, the addition~~
 12 ~~and/or deletion of any Contractor Partner Agencies, change of designated lead agent, ongoing~~
 13 ~~community input and involvement, principles of collaboration, and voting quorum (including what~~
 14 ~~constitutes a quorum).~~

15 6.4 ~~Develop a Community Engagement Advisory Committee (All purchases from EA~~
 16 funds in excess of one hundred (\$100) dollars per PARTICIPANT must be requested in advance
 17 and in writing for approval by ADMINISTRATOR. CONTRACTOR shall research available
 18 ~~6.2.5~~ community resource options prior to approving expenditures.

19 ~~Develop a CEAC~~ that shall meet a minimum of quarterly during the term of this
 20 Agreement. CEAC shall develop and advance a community agenda to affect community level
 21 change. The FRC will maintain a roster and a copy of minutes for all CEAC meetings. The
 22 composition of CONTRACTOR's CEAC shall vary, depending on the specific goals of, and the
 23 services to be provided by the FRC. ~~The~~ CEAC shall consist of community members such as
 24 parents, youths, teachers, school community liaisons, businesses professionals, religious
 25 community leaders, law enforcement, human and health service professionals, and city
 26 representatives. On an annual basis, CEAC shall assess, survey, and identify community strengths
 27 and needs to advocate for FRC services to meet community need; develop parent and youth
 28 leadership; and engage business community to provide tangible support and leadership. CEAC

1 shall enlist broad community support and advocacy for the FRC by fundraising for the FRC and
 2 hosting events. A minimum of ~~one thousand~~ five hundred dollars (\$~~1,000~~500) shall be allocated
 3 to the CEAC within the FRC budget for the purposes of its members to use for planning events,
 4 and other activities as deemed necessary by the CEAC committee. ~~CB~~CONTRACTOR shall
 5 provide a qualified Community Engagement ~~Volunteer~~ Coordinator staff as specified in
 6 Subparagraph ~~14.6~~15.3 of this Exhibit.

7 Follow procedures provided by ADMINISTRATOR for reporting any special
 8 incidents that occur during CONTRACTOR's performance of duties under this Agreement,
 9 ~~involving~~ CONTRACTOR's staff, ~~PARTICIPANTS~~PARTICIPANTS, and/or property.

10 ~~Human Options (HO)~~CONTRACTOR shall provide ~~a minimum of two hundred~~
 11 ~~eight (208) hours annually of childcare~~child care services at the FRC to children of parents
 12 attending FRC programs during FRC operating hours, continuously throughout the term of this
 13 Agreement, at dates and times convenient for PARTICIPANTS. Allowable costs include direct
 14 childcare services and purchases of cleaning supplies, snacks directly related to childcare services,
 15 activities, age appropriate toys, crafts, and games. Childcare services shall be reimbursed based
 16 on actual hours worked. ~~Childcare Worker position does not include any benefits. HO shall~~
 17 ~~provide qualified Childcare Worker staff as specified in Subparagraph 14.4 of this~~
 18 ~~Exhibit~~CONTRACTOR shall provide Childcare staff that are at least eighteen (18) years of age;
 19 possess a high school diploma or equivalent; have one (1) year of childcare experience; possession
 20 of, or ability to obtain a valid Pediatric CPR and First Aid Certification prior to providing childcare
 21 duties; and ability to deal with stressful situations.

22 ~~CONTRACTOR shall use Emergency Assistance Funds to meet basic needs of~~
 23 ~~clients in support of services as described herein. Allowable costs include emergency food,~~
 24 ~~emergency clothing, diapers, medicine, bus tickets to access services, safety items, one-time rent~~
 25 ~~payment assistance, and one-time utility payment assistance. Other allowable costs are to be~~
 26 ~~approved in advance and in writing by ADMINISTRATOR. All purchases from Emergency~~
 27 ~~Assistance Funds in excess of one hundred (\$100) dollars per client must be requested in advance~~
 28 ~~and in writing for approval by ADMINISTRATOR. CONTRACTOR shall research available~~

~~community resource options prior to approving expenditures.~~

7. FACILITIES

Corbin ~~Family Resource Center~~FRC is located at:

2215 ~~West W.~~ McFadden Avenue Ave., Suite G

Santa Ana, CA 92704-2803

7.1 Administrative services under this Agreement shall be provided at Corbin ~~Family Resource Center~~FRC and:

Children's Bureau of Southern California

7.2 ~~50 South Anaheim Blvd., Suite 241~~

~~Anaheim~~1910 Magnolia Ave.

Los Angeles, CA 92805-290090007

CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing ~~the~~ COUNTY's maximum obligation, referenced in Subparagraph ~~20.1.21.1~~ of this Agreement.

8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

~~8.1~~ ~~CONTRACTOR shall electronically track the type and amount of services provided to each PARTICIPANT by Contractor Partner Agencies and a minimum of two (2) required Non-FaCT Funded Partner Agency(ies). The FRC Designated Lead Agency~~CONTRACTOR shall maintain data that includes the types and amounts of services provided to each PARTICIPANT, assessment data, and key demographic items ~~Including, including,~~ but not limited to: family ~~8.2.1~~ identifier, family member identifier, ethnicity, date of birth, sex, referral reason(s), services recommended, services provided, date service delivery begins, date service ~~///~~ 8.2

delivery ends, status indicators [e.g., previous abuse reports, existing health problems], and primary language spoken as determined by ADMINISTRATOR.

CONTRACTOR shall be responsible for the integrity of all data. This includes ensuring all required PARTICIPANT and service data is entered and maintained in the FaCT database. Data for services incurred in the preceding month shall be available for review prior to the date of the regularly scheduled monthly steering committee meeting, or as requested by

ADMINISTRATOR. Data includes monthly service grids, quarterly assessment reports, and other reports as required by ADMINISTRATOR.

FaCT utilizes a model developed by the Center for the Study of Social Policy called “Strengthening Families” to frame outcomes and evaluation data. This model, which has been identified as preventing child abuse and neglect, identifies the following five (5) protective factors:

8.3.1 Provide concrete support in times of need;

8.3.2 Increase parental resilience;

8.3.3 Increase knowledge of parenting and child development;

8.3.4 Support the social and emotional competence of children; and

8.3.5 Build parents’ social connections.

Services provided at the FRC fall under one (1) or more of the protective factors.

8.4 FaCT core services have their own measurement tool that shall be administered and used to collect data and entered into the FaCT database. The current FaCT database system is a ~~Web~~web-based ~~client~~PARTICIPANTS management system, managed by FaCT and its administrative contractor, which provides contractual and outcome based reporting for each FRC. FRCs shall work closely with ADMINISTRATOR to maximize utility and adhere to confidentiality within the data system. FaCT shall provide technical assistance and training to the FRCs to ensure strong data collection and outcome reporting.

~~FRC direct services staff (e.g., Information and Resource Specialist, Family Support Specialist, etc.) shall~~ Direct service staff shall be responsible for entering ~~client~~PARTICIPANT service and outcome data for FaCT funded ~~and a minimum of two (2) required non-FaCT funded~~ services into the FaCT ~~data system~~database. These include, but are not limited to, the following:

8.5.1 ~~FRC-CMT Clinical Supervisor~~Facilitator shall administer, collect, and enter the ~~FRC-CMT~~ tracking and assessment tool;

8.5.2 Family Support ~~Specialist~~Advocate shall administer, collect, and enter the Family Development Matrix Tool(s);

1 8.5.3 Parenting Educator shall administer, collect, and enter the Parenting
2 Education Survey; [and](#)

3 ~~8.5.4 — OST Youth Leader~~ [Direct service provider](#) shall administer, collect, and
4 enter ~~FaCT Measurement tools; and,~~

5 ~~8.5.5~~ [8.5.4](#) ~~Direct service staff shall enter specific data collection information~~
6 ~~and complete standardized assessment forms, FaCT~~ [the](#) Registration Form, ~~attendance sheets, and~~
7 ~~other documents required by ADMINISTRATOR.~~

8 In addition to the FaCT Registration form and/or FaCT Large Group Tracking form,
9 the following assessment tool(s) required for each core service ~~includes~~ [include](#):

10 8.6 <u>Core Service</u>	Required Assessment Tool(s)
11 FRC-CMT	FRC-CMT Tracking & Outcomes Log
Information & Referral Services	Information & Referral Tracking Log
12 Family Support Services	Family Development Matrix
Counseling Services	Protective Factors Counseling Survey
13 Parenting Education	Protective Factors Parenting Survey
Personal Empowerment Program	PEP Pre/Post Test
Out of School Time Youth Program	To be determined (TBD)
TLFR Family Fun Activities	TBD
Foster & Adoptive Parent Recruitment	Large Group Tracking Log

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8.7 The FRC Coordinator is responsible for ensuring data integrity and accurate data collection. FRC Coordinator shall also ensure that the data is entered correctly into the FaCT data system and within timelines required by ADMINISTRATOR. ~~Contractor Partner Agencies are responsible for their own staff data collection, ensuring data integrity, and accurate submission to the FRC Coordinator.~~

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~~8.9.8~~ FRCs can administer COUNTY-approved measurement tools (e.g., tracking logs, ~~pre/post-tests~~, satisfaction surveys, etc.) to collect data on ~~—##~~

other services. ADMINISTRATOR shall provide CONTRACTOR a minimum of ten (10) business day notice in the event a measurement tool is changed.

The COUNTY measurement tools, referenced in Subparagraph ~~8.5,4.16~~ [of this Exhibit](#) are subject to change based on program and evaluation needs as defined by ADMINISTRATOR.

9. REPORTS

1 CONTRACTOR shall prepare and submit written reports in a format approved in writing
2 by ADMINISTRATOR. Written reports include the Quarterly Assessment Report and the
3 Monthly Service Grid.

4 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the
5 twentieth (20th) day of each month for the preceding month of services. In the event the twentieth
6 (20th) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph 3.23.2
7 of this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day.

8 CONTRACTOR shall complete the FaCT standardized Marketing Outreach Log
9 and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days
10 following the end of each quarter.

11 CONTRACTOR shall provide information deemed necessary by
12 ADMINISTRATOR to complete any state-required reports related to the services provided under
13 this Agreement.

14 10. GOALS AND OUTCOME OBJECTIVES

15 10.1 A minimum of ninety percent (90%) of counseling PARTICIPANTS will complete
16 a pre and post-test.

17 10.2 Family Support Advocate shall make efforts to contact one hundred percent (100%)
18 of PARTICIPANTS referred to CMT a minimum of three (3) business days prior to their scheduled

19 10.3 CMT to encourage attendance.

20 A minimum of ninety percent (90%) of participants receiving services at the FRC
21 will complete a FaCT FRC Satisfaction Survey.

22 10.11. UTILIZATION REVIEW

23 CONTRACTOR and ADMINISTRATOR shall meet upon
24 ADMINISTRATOR's request designee shall meet annually at CONTRACTOR's facility
25 identified in Paragraph 7 of this Exhibit A FRC to review compliance with required documentation,
26 record-keeping, and evaluate a random selection of PARTICIPANT case records. service delivery
27 performance. The review shall may include, but is not limited to, an evaluation of the necessity,
28 and appropriateness, of services provided and length of services provided. PARTICIPANT.

FAMILY cases to be reviewed shall be randomly selected by ~~COUNTY~~ADMINISTRATOR and may include both open and closed cases.

~~##~~

ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S facility referenced in Paragraph 7 of this Exhibit, with date and time determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

In the event CONTRACTOR ~~and~~ ADMINISTRATOR, ADMINISTRATOR and COUNTY's Children and Family Services staff representatives and/or ~~ADMINISTRATOR's designee~~ ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity, and appropriateness, of services and length of services ~~provided~~, the dispute shall be submitted to COUNTY's Director of Children and Family Services (~~CFS~~) for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Agreement.

~~11.12.~~ 12.2 SUSTAINABILITY

~~11.12.1~~ CONTRACTOR agrees to demonstrate, throughout the term of this Agreement, the ability to integrate multiple public, private, and collaborative partner funding sources.

CONTRACTOR must provide measurable goals that demonstrate resource ~~leveraging and in-kind partnerships and/or grants based on service gaps and identified needs,~~ specific to the community.

CONTRACTOR agrees to work with ADMINISTRATOR ~~and/or FaCT~~ in order to pursue long-term sustainability of CONTRACTOR's FaCT collaborative programs. This includes, but is not limited to, participation in the following:

~~11.2.1~~ 12.3.1 Assessment of long-term need for and reasonableness of FaCT collaborative programs;

~~11.2.2~~ 12.3.2 Training programs developed by or for FaCT;

1 ~~11.2.3~~12.3.3 Outreach activities initiated by FaCT staff or FaCT committees, as
 2 mutually agreed by CONTRACTOR and ADMINISTRATOR;

3 ~~11.2.4~~12.3.4 Research of other public/private funding sources and opportunities;

4 ~~11.2.5~~12.3.5 Pursuit of linkages with other partners, as appropriate; and;

5 ~~11.2.6~~12.3.6 Development of marketing and community education materials as
 6 mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

7 CONTRACTOR agrees to cooperate in these efforts, as well as
 8 independently pursue opportunities to improve sustainability of their collaborative program.
 9 Independent activities may include activities identified above as well as grant writing and engaging
 10 in collaborative agreements with other integrated service initiatives.

11 ///

12 ~~12.13.~~ MEETINGS AND TRAININGS:

13 CONTRACTOR shall ensure the FRC Coordinator participates in meetings
 14 ~~12.13.1~~13.1 of all FaCT FRC Coordinators for the purpose of information sharing, joint problem solving,
 15 identification of Best Practices, development of common approaches to case management and
 16 intake, training, and other related matters. Meetings will occur a minimum of one (1) time per
 17 month. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
 18 ~~12.13.2~~13.2 meeting date(s) and location(s).

19 CONTRACTOR shall ensure appropriate CONTRACTOR staff
 20 participates in all required trainings and/or meetings as identified by ADMINISTRATOR.
 21 ~~12.313.3~~13.3 ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
 22 ~~12.413.4~~13.4 training/meeting date(s) and location(s).

23 Trainings eligible for reimbursement through this Agreement must be
 24 approved in advance, in writing, by ADMINISTRATOR.

~~13.14.1~~14.1

25 At the request of ADMINISTRATOR, CONTRACTOR shall attend
 26 trainings presented or sponsored by COUNTY.

27 ~~13.14.~~ BUDGET

28 For ~~each of the five (5)~~three (3) COUNTY fiscal years (July 1 through June

30) included during the term of this Agreement, the maximum ~~annual~~ budget for services provided pursuant to Exhibit A of this Agreement shall not exceed \$~~300~~900,000.

~~The~~In the event ADMINISTRATOR ~~and CONTRACTOR may agree,~~
~~subject to advance written notice, to add, delete, modify, line item and/or amounts, and/or the~~
~~number and type of FTE positions, specified in~~ reduces the ~~annual budget included in~~
~~Subparagraph 13.11, without reducing the level of services to be provided or exceeding~~
~~13.21.2~~ COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Agreement,
CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately
reduce the service goals as set forth in this Exhibit.

~~##~~

The budget specified in Subparagraph 14.4 below shall be for the period of July 1, 2020, through June 30, 2023. Each period shall be defined as follows:

14.3.1 Year One shall be for the period of July 1, 2020, through June 30, 2021.

14.3.2 Year Two shall be for the period of July 1, 2021, through June 30, 2022.

14.3.3 Year Three shall be for the period of July 1, 2022, through June 30, 2023.

14.4 The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

<u>FRC Services</u>	<u>YEAR ONE</u>	<u>YEAR TWO</u>	<u>YEAR THREE</u>
<u>Direct Service Costs ⁽¹⁾</u>	<u>\$ 286,774</u>	<u>\$ 286,774</u>	<u>\$ 286,774</u>
<u>Indirect Costs ⁽²⁾</u>	<u>\$ 13,226</u>	<u>\$ 13,226</u>	<u>\$ 13,226</u>
<u>TOTAL MAXIMUM OBLIGATION:</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>

⁽¹⁾ Direct Service Costs are costs that are incurred and specifically allocable to the provision of services identified in this Agreement. Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year.

1 (2) Indirect Costs are costs that are incurred for an organization's common objectives and
 2 that cannot be readily identified with a particular final cost objective.

3 For the purpose of meeting specific program needs, CONTRACTOR may
 4 request to reallocate funds between budgeted line items by utilizing a Budget Modification Request
 5 form provided by ADMINISTRATOR, which shall include a justification narrative specifying the
 6 purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact
 7 as applicable to the current and subsequent fiscal years. -CONTRACTOR shall obtain advance
 8 written approval from ADMINISTRATOR for any Budget Modification Request prior to
 9 implementation. Failure to obtain advance written notice approval for any proposed Budget
 10 Modification Request may result in disallowance of reimbursement for those costs.

11 In the event CONTRACTOR identifies savings within their budget,
 12 CONTRACTOR shall prioritize and utilize funding to meet the service requirements identified in
 13 Paragraph 5 of this Exhibit before adding new services and/or programming.

14 In the event the budget shown in Subparagraph 13.1114.4 of this Exhibit is
 15 modified, the modified budget shall remain in effect for the remainder of the ~~contract term~~ fiscal
 16 year, unless superseded by subsequent budget modification(s) that have been approved in writing
 17 by ADMINISTRATOR. For example, if Budget Modification #1 is approved on ~~March~~ August
 18 15, 20162020, the modified budget will remain in effect until Budget Modification #2 is requested
 19 and approved in writing. ~~The annual budget beginning on July 1st of each fiscal year shall be~~
 20 ~~identical to the most recently modified annual budget. Under no circumstances shall funds unspent~~
 21 ~~in one fiscal year carry over to another fiscal year.~~

22 ~~It is anticipated multiple budget modifications will occur during the term of this~~
 23 ~~Agreement. When appropriate, CONTRACTOR will delay submitting a Budget Modification~~
 24 ~~Request until multiple changes can be incorporated into a single Budget Modification Request~~
 25 ~~versus submitting several Budget Modification Requests that include a single line item change.~~

26 ~~For purposes of this Agreement, Direct Services Expense is defined as a non-~~
 27 ~~administrative expense required to provide goods or services for the direct benefit of~~
 28 ~~PARTICIPANTS. Examples include, but are not limited to: ///~~

~~parent education handbooks, chore charts, art materials, water and snacks for PARTICIPANT consumption, incentives for clients to attend events, etc.~~

~~For purposes of this Agreement, Program Expense is defined as an administrative expense required for overall service delivery rather than an expense benefitting an individual PARTICIPANT. Examples include, but are not limited to: marketing materials, display boards, educational DVDs and video equipment to broadcast, parent education curriculums, educational books/reference material to be used by CONTRACTOR's staff, furniture, volunteer staff recognition events, etc.~~

~~Budget Modification Requests will be considered for approval when such requests are to reallocate funds within a similar category such as reallocating unused funds from a direct service salary position to a new direct participant service (i.e., Life Skills Workshop) or reallocating unused Office Supply funds to increase an Insurance line item. Funds may not shift from a direct service line item to an administrative line item.~~

~~13.8.1 Consideration for an exception to the provision described in Subparagraph 13.8 will be considered on a case-by-case basis and shall be approved at the sole discretion of COUNTY.~~

~~13.9 In the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit.~~

~~To ensure a meaningful collaboration among Contractor Partner Agencies and decision-making, no single CONTRACTOR shall have more than fifty one percent (51%) of the total collaborative FRC budget. Exception to the fifty one percent (51%) maximum may include:~~

~~13.10.1 The CONTRACTOR is a governmental and/or public agency, and/or~~

~~13.10.2 Any CONTRACTOR is providing more than fifty one percent (51%) of the total collaborative services. Any partner agency receiving more than fifty one percent (51%) of the total FRC collaborative budget must provide a proportional share of the total FRC collaborative services~~

~~The annual budget for services provided pursuant to Exhibit A of this Agreement is~~

set forth as follows:

<u>LINE ITEMS</u>	<u>FTE</u> ⁽¹⁾	<u>Hourly Maximum Rate</u> ⁽²⁾	<u>Budget</u>
<u>SALARIES</u>			
<u>Children's Bureau of Southern California (CB)</u> ⁽⁵⁾			
Community Engagement Volunteer Coordinator (Service 6.1.4)	0.50	\$20.85	\$17,680
Family Support Specialist (Services 5.3 and 5.4)	1.00	20.55	39,737
FRC CMT Clinical Supervisor (Service 5.5)	0.05	44.70	4,648
FRC Coordinator (Admin.)	1.00	28.75	56,160
Program Manager (Admin.)	0.041	44.70	400
— SUBTOTAL CB SALARIES:			\$118,625
CB Benefits (28%) ^(3 and 4)			33,118
— SUBTOTAL CB SALARIES AND BENEFITS:			\$151,743
<u>Human Options (HO)</u> ⁽⁵⁾			
Childcare Worker (Service 6.2)	0.10	\$14.50	\$3,016
Clinical Supervisor (Service 5.1)	0.05	32.69	3,400
Counselor/Parenting Educator (Services 5.2 and 5.9)	0.50	25.13	26,000
Program Director (Admin.)	0.025	41.35	2,150
— SUBTOTAL HO SALARIES:			\$34,566
HO Benefits (16%) ^(3 and 4)			5,531
— SUBTOTAL HO SALARIES AND BENEFITS:			\$40,097
<u>Orange County Children's Therapeutic Arts Center (OCCTAC)</u> ⁽⁵⁾			
OST Leader (Service 5.8)	0.06	\$35.00	\$4,288
— SUBTOTAL OCCTAC SALARIES:			\$4,288
OCCTAC Benefits (8%) ⁽³⁾			328
— SUBTOTAL OCCTAC SALARIES AND BENEFITS:			\$4,616
<u>The Raise Foundation (RF)</u> ⁽⁵⁾			
Accountant/Bookkeeper (Admin.)	0.05	\$33.76	\$3,120
Information and Referral Specialist (Service 5.6)	1.00	16.48	32,032
Operations Manager (Admin.)	0.03	30.00	1,352
Program Manager (Admin.)	0.05	27.86	2,600
— SUBTOTAL RF SALARIES:			\$39,104
RF Benefits (19%) ^(3 and 4)			7,430
— SUBTOTAL RF SALARIES AND BENEFITS:			\$46,534
— SUBTOTAL ALL SALARIES AND BENEFITS:			\$242,990
<u>PARTICIPANT RELATED SERVICES AND EXPENSES</u>			
CB CEAC (Service 6.1.4)			\$1,000
CB Direct Service Expense (Subparagraph 13.6)			1,000
CB Emergency Assistance Fund (Service 6.3)			1,000
CB Life Skills Workshop (Service 5.7)			500

1	CB TLFR Family Fun Activities (Service 5.11)	500
	HO Direct Service Expense (Subparagraph 13.6)	1,000
2	HO Parenting Education (Service 5.9)	7,500
3	HO PEP Expense (Service 5.10) ⁽⁷⁾	6,000
4	OCCTAC Direct Service Expense (Subparagraph 13.6)	384
5	RF Direct Service Expense (Subparagraph 13.6)	1,239
	RF Emergency Assistance Fund (Service 6.3)	1,200
6	— SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES:	\$ 21,323
	ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁵⁾	
7	SERVICES:	
	RF Independent Audit	\$ 900
8	SUPPLIES:	
9	CB Office Supplies	700
	CB Postage	100
10	CB Printing/Marketing Materials (Service 5.4)	100
11	CB Program Expense/Set-Up Costs	900
12	HO Program Expense	3,095
13	RF Office Supplies	800
	RF Program Expense	500
14	— SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:	\$ 7,095
	OPERATING EXPENSES⁽⁵⁾	
15	CB Equipment Purchase/Lease/Maintenance	\$ 1,498
16	CB Mileage⁽⁶⁾	800
17	CB Staff Training	300
	CB Telephone/Internet	1,700
18	CB Utilities	1,800
19	HO Internet Expenses	750
20	HO Mileage⁽⁶⁾	750
21	HO Staff Training	1,000
22	HO Telephone Expenses	599
23	RF Insurance	900
	RF Mileage⁽⁶⁾	950
24	RF Phone/DSL/Internet/Tech	1,275
25	RF Staff Training	100
26	— SUBTOTAL OPERATING EXPENSES	\$ 12,422
	Indirect Cost⁽⁵⁾	
27	CB Indirect Cost	\$ 9,549
28	HO Indirect Cost	6,019
	RF Indirect Cost	602
	— SUBTOTAL INDIRECT COST:	\$ 16,170
	— SUBTOTAL ALL SALARIES, BENEFITS, PARTICIPANT RELATED SERVICES AND SUPPLIES, ADMINISTRATIVE SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COST:	\$ 300,000

~~—MAXIMUM COUNTY OBLIGATION~~~~\$300,000~~15. STAFF

CONTRACTOR shall provide the following described staff positions continuously throughout the term of the Agreement:

<u>Position</u>	<u>FTE ⁽¹⁾</u>	<u>Maximum Hourly Rate ⁽²⁾</u>
<u>CMT Clinical Supervisor</u>	<u>0.10</u>	<u>\$29.00</u>
<u>Community Engagement Coordinator</u>	<u>0.25</u>	<u>\$19.55</u>
<u>Counselor</u>	<u>0.60</u>	<u>\$27.00</u>
<u>Family Support Advocate</u>	<u>1.00</u>	<u>\$22.29</u>
<u>FRC Coordinator</u>	<u>1.00</u>	<u>\$32.71</u>
<u>Information and Referral Specialist</u>	<u>1.00</u>	<u>\$19.36</u>

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

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

~~⁽³⁾ Employee Benefits may include contributions to 401k or retirement plans; health insurance; dental insurance; life, vision insurance; long term/short term disability insurance; life and disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, and vacation/sick time accrual as specified in footnote four (4) below. CB's overall benefit rate shall not exceed twenty eight percent (28%) of actual salary expense claimed. HO's overall benefit rate shall not exceed sixteen percent (16%) of actual salary expense claimed. OCCTAC's overall benefit rate shall not exceed eight percent (8%) of actual salary expense claimed. RF' overall benefit rate shall not exceed nineteen percent (19%) of actual salary expense claimed.~~

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~~⁽⁴⁾ Actual expenses for a vacation/sick time accrual, paid to an employee upon separation in accordance with Contractor's established policy, will be included as an itemized amount on the~~

~~Salary and Benefit Worksheet submitted as part of Contractor's monthly invoice packet. The expense shall be limited to the amount of vacation/sick time earned by the employee during the County fiscal year in which the claim is made, minus any vacation/sick time the employee used during the same fiscal year. For example, if an employee separates on February 15, 2016, the vacation/sick time accrual amount eligible for reimbursement through the Agreement shall be based upon the period of July 1, 2015 through February 15, 2016 only.~~

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

~~(6) Mileage is limited to the amount allowed by IRS.~~

~~(7) HO shall allocate a minimum of seven thousand five hundred dollars (\$7,500) annually to the provision of PEP Services. Allowable costs shall include expenses directly related to PEP services and salary and benefit for PEP Instructor staff. Monthly reimbursement is based on actual hours worked.~~

~~14.1. STAFF~~
~~14.15.1~~

Recruitment Practices:

~~14.1.1~~15.1.1 CONTRACTOR shall use a formal recruitment plan, which complies with ~~Federal~~federal and State employment and labor regulations. CONTRACTOR shall hire staff with the education, language skills, and experience necessary to appropriately perform all functions as described in this Agreement.

15.1.2 CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during the term of this Agreement. For resignations, CONTRACTOR's notification shall include employee's name, position title, date of resignation, a description of planned recruitment activities, and the CONTRACTOR's contingency plan to cover services during the vacancy. For new hires, CONTRACTOR's notification shall include candidate's resume or application, position title, and date of hire.

~~14.1.2~~15.1.3 The number of direct service bilingual staff ~~shall~~ proposed should include how staffing will meet the needs of the community to be served.

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~~14.1.3~~15.1.4 CONTRACTOR may be required to submit employer’s bilingual certification criteria and/or test results to ADMINISTRATOR.

CONTRACTOR shall specify the FTE percentage for each service for staff that ~~provides more than one service. The combined FTE for any individual staff may not exceed a 1.0 maximum.~~

~~14.2~~ _____

CONTRACTOR shall provide the following described staff positions:

Accountant/Bookkeeper (RF):

~~14.3~~ 14.3.1 Duties: Responsible for ensuring accurate and timely payment of FRC partner agency invoices, timely billing to ADMINISTRATOR, documenting expenditures for audit purposes, attending FaCT required training, and providing financial reports as required or requested by FRC partner agencies and/or ADMINISTRATOR.

~~14.3.2~~ Qualifications Option One (1): Bachelor’s degree in business, management or related field from an accredited university. CMT Proficiency in English is ~~required.~~

~~14.3.3~~ Qualifications Option Two (2): A minimum of five (5) years of experience in office management including knowledge of QuickBooks and Microsoft Office programs, attention to detail, ability to work in a collaborative environment and computer ~~competency.~~ ^{14.4} Proficiency in English is required and bilingual, based on the community need is preferred.

Childcare Worker (HO):

14.4.1 Duties: Provide childcare activities at the FRC to children of PARTICIPANTS attending FRC services, communicate with FRC Coordinator and HO’s supervisor, attend all required meetings and trainings, and complete required documents.

14.4.2 Qualifications: High school diploma or equivalent and one (1) year of childcare experience, including working with infants; ability to deal with stressful situations; and

1 ~~be creative and energetic. Proficiency in English is required and bilingual, based on community~~
 2 ~~language need, is preferred.~~

3 Clinical Supervisor ~~(HO):~~

4 ~~14.5.1 — Duties: Provide individual and group supervision as applicable, clinical~~
 5 ~~supervision for counseling services, case consultation to HO staff as needed, monitor cases, be~~
 6 ~~available for crisis and clinical consultation as needed, review documents for clinical content,~~
 7 ~~verify the laws of confidentiality, and ensure that child and elder/dependent adult abuse reporting~~
 8 ~~are followed up on every case consult. Ensure accuracy of paperwork and data entered into the~~
 9 ~~FaCT approved database and attend all required meetings and trainings.~~

10 15.2.1 Duties: A licensed clinician shall facilitate case management team group
 11 process, ensure thorough assessment and linkages for families to resources, and ensure team and/or
 12 staff members follow up on all mandated reporting requirements. Responsibilities include, but are
 13 not limited to: verify and track attendance of required CMT members; ensure PARTICIPANT
 14 confidentiality/release forms are signed by PARTICIPANT and CMT members; review the laws
 15 of confidentiality and child and elder/dependent adult abuse reporting on an annual basis, and
 16 ensure compliance for each case presented; ensure all CMT cases conferenced are multiple needs
 17 cases (i.e., not just information and referral); facilitate weekly review of CMT cases, including a
 18 thorough assessment of needs, treatment plan, follow up plan, and termination; provide and
 19 coordinate ongoing cross-training to CMT on clinical training needs; ensure families are invited
 20 to the CMT meetings; maintain weekly case logs and registration forms for each case conferenced
 21 at CMT; complete standardized CMT assessment tools, ensuring COUNTY required CMT data is
 22 accurately entered into FaCT database; and actively engage new collaborative partners and/or
 23 other COUNTY agency representatives to conference cases that would benefit families.

24 ~~14.5.2~~ 15.2.2 Qualifications: A Licensed Clinical Social Worker ~~(LCSW),~~
 25 Licensed ~~Marriage and Family Therapist (MFT),~~ or Licensed Clinical Psychologist ~~and two (2)~~
 26 years. A minimum of clinical supervision ~~one (1) year of group/meeting facilitation~~ experience.
 27 Proficiency and proficiency in English is required.

28 Community Engagement ~~Volunteer~~ Coordinator

1 The Community Engagement Coordinator ~~(CB):~~ shall not be a current member of
 2 the CEAC.

3 ~~14.5.3~~ 15.3.1 Duties: ~~Responsible for assisting~~ To assist in advocacy for the
 4 expansion of the FRC CEAC, and Youth Action Council programs, and activities focusing on
 5 issues that affects the health, well-being, and public safety of residents in the FRC community.
 6 Oversee community organizing, volunteer recruitment and training, problem solving, and
 7 developing and implementing an outreach plan. In addition, support the efforts of local programs
 8 to explore donation and service opportunities for the FRC; develop and promote FRC volunteer
 9 project activities; develop and maintain regular contact with community organizations;
 10 coordinate and communicate with FRC Coordinator, attend all required meetings and trainings,
 11 administer FaCT-approved measurement tools, and enter the results into the FaCT-~~approved~~
 12 database.

13 ~~##~~

14 15.3.2 Qualifications:

15 ~~14.5.4~~ Option One (1): ~~Bachelor's~~ An Associate's degree or
 16 sixty (60) college units in human services or related field from an accredited college/university;
 17 ~~two (2) years~~ one (1) year of experience ~~working with at risk families and the community,~~
 18 including ~~one (1) year supervision~~ leadership/supervisory experience; ~~knowledge of public and~~
 19 ~~private social,~~ providing direct services ~~agencies, community resources, including Federal and~~
 20 ~~State programs; capable of relating well to individuals from diverse backgrounds, cultures, varied~~
 21 ~~income, and education levels; and computer competency. Proficiency in English is required, and~~
 22 ~~bilingual, based on community language need, is preferred.~~

23 ~~Qualifications Option Two (2): A minimum of five (5) years of experience working with~~
 24 ~~at risk families and the community, including one (1) supervision experience; knowledge of public~~
 25 ~~and private social services agencies, community resources, including Federal and State~~
 26 ~~program~~ the target population; capable of relating well to individuals from diverse backgrounds,
 27 cultures, varied income, and education levels; and computer competency. Proficiency in English
 28 is required, ~~and bilingual, based.~~ Based on community ~~language~~ need, ~~is preferred.~~ bilingual

1 proficiency may be required; or

2 Counselor (HO):

3 ~~Duties: Responsible for~~ Option Two (2): Three (3) years of experience, including one (1)
 4 year of leadership/supervisory experience, providing direct services to the target population;
 5 capable of relating well to individuals from diverse backgrounds, cultures, varied income, and
 6 14.6 education levels; and computer competency. Proficiency in English is required. Based on
 7 community need, bilingual proficiency may be required.

8 Counselor

9 ~~14.6.1~~ 15.4.1 Duties: The counselor shall: provide therapy, including assessment,
 10 15.4 treatment planning, termination, and documentation. ~~Administer: communicate applicable case~~
 11 related information to SSA staff, as requested; and complete FaCT ~~approved pre/post~~ designated
 12 measurement tools and ~~entering results~~ enter all required data into the FaCT ~~approved~~ database.

13 ~~14.6.2~~ 15.4.2 Qualifications: Licensed ~~or license eligible~~ clinician, MFT Intern,
 14 ~~or Masters in Social Work (MSW) Intern enrolled in~~ or an accredited graduate program
 15 ~~under~~ intern registered with the State of California Department of Consumer Affairs, Board of
 16 Behavioral Sciences (BBS). All interns must be receiving direct clinical supervision; in
 17 accordance with BBS requirements. Proficiency in English ~~and bilingual, based~~ is required. Based
 18 on community ~~language~~ need, is bilingual proficiency may be required.

19 ~~14.7~~ 15.5

20 ~~14.7~~

21 Family Support ~~Specialist (CB):~~ Advocate

22 ~~14.7.1~~ 15.5.1 Duties: Responsible for servicing all Family Support Services
 23 referrals. Services shall include, but not limited to: assessing family strengths and needs ~~and~~
 24 ~~assisting families to access;~~ linkages to ~~resources to meet those needs, including court ordered~~
 25 ~~families to facilitate family reunification;~~ case planning; in-home services; communicating
 26 applicable case related information to SSA staff, as requested; compiling and maintaining records;
 27 preparing reports; ~~attending and~~ presenting cases at CMT meetings; completing FaCT ~~approved~~
 28 ~~assessment~~ designated measurement tools; and entering all required data ~~entry~~ into the FaCT-

1 ~~approved~~ database; and attending all required FaCT meetings and trainings, ~~identifying and~~
 2 ~~encouraging families to participate and become active in volunteer and leadership opportunities at~~
 3 ~~the FRC (e.g., CEAC and community projects); and performing related duties as assigned.~~

4 15.5.2 Qualifications:

5 Option One (1): Bachelor's degree in human services or related field from
 6 an accredited university, ~~two~~. Proficiency in English is required. Based on community need,
 7 bilingual proficiency may be required; or

8 Option Two (2): A minimum of three (3) years of experience ~~working~~
 9 ~~directly with families in crisis and~~providing direct services to the ~~community, and knowledge of~~
 10 ~~the child welfare system~~target population. Proficiency in English ~~and bilingual, based~~is required.
 11 Based on community ~~language~~ need, ~~is~~bilingual proficiency may be required.

12 ~~14.7.2 — Qualifications Option Two (2):~~ A minimum of five (5) years of
 13 ~~experience working directly with families in crisis and the community and knowledge of the child~~
 14 ~~welfare system. Proficiency in English and bilingual, based on community language need, is~~
 15 ~~required.~~

16 ~~14.8 —~~ Foster and Adoptive Parent Recruiter (CB):

17 ~~14.8.1 — Duties:~~ Responsible for ~~promoting, at community events/workshops~~
 18 ~~and other local community events in collaboration with ADMINISTRATOR, information about~~
 19 ~~the adoption process, available services, community involvement, and the need for foster and~~
 20 ~~adoptive resources for children in need of a permanent home.~~

21 ~~14.8.2 — Qualifications:~~ High school diploma or equivalent, ~~one (1) year of~~
 22 ~~experience working directly with families in crisis and community, knowledge of local resources,~~
 23 ~~excellent customer service skills, and computer competency (i.e., knowledge and ability to use~~
 24 ~~computers and related technology). Proficiency in English and bilingual, based on community~~
 25 ~~language need, is required.~~

26 FRC CMT Clinical Supervisor (CB):

27 ~~14.9.1 — Duties:~~ Facilitate ~~case management team group process, ensure~~
 28 ~~thorough assessment and linkages for families to resources, and ensure team and/or staff members~~

1 follow up on all mandated reporting requirements. Responsibilities include, but are not limited to:

2 Verify and track attendance of required FRC CMT
3 members;

4 Ensure PARTICIPANT confidentiality/release forms are
5 signed by PARTICIPANT and FRC CMT members;

6 ~~14.9.1.1~~ Review the laws of confidentiality and child,
7 elder/dependent adult abuse reporting on an annual basis and ensure compliance for each case
8 presented;

9 ~~14.9.1.3~~ Ensure all FRC CMT cases conferenced are multiple
10 needs cases (i.e., not just information and referral);

11 ~~14.9.1.4~~ Facilitate weekly review of FRC CMT cases, including
12 a thorough assessment of needs, treatment plan, and termination;

13 ~~14.9.1.6~~ Provide and coordinate ongoing cross-training to FRC
14 CMT on clinical training needs;

15 ~~14.9.1.7~~ Ensure families are invited to the FRC CMT meetings;

16 ~~14.9.1.8~~ Maintain a binder of weekly case logs and registration
17 forms for each case conferenced at FRC CMT;

18 ~~14.9.1.9~~ Complete standardized FRC CMT assessment tools,
19 ensuring COUNTY required FRC CMT data is accurately entered into FaCT database; and

20 ~~14.9.1.10~~ Actively engage new collaborative partners and/or other
21 COUNTY agency representatives to conference cases that would benefit families.

22 ~~14.10.15.6~~ ~~14.9.2~~ Qualifications: LCSW, MFT, or Licensed Clinical Psychologist. A
23 minimum of one (1) year of group/meeting facilitation experience is preferred. Proficiency in
24 English is required.

25 FRC Coordinator (CB):

26 ~~14.10.15.6.1~~ Duties: FRC Coordinator's work schedule shall be
27 consistent with FRC operating hours and their workspace shall be located at the FRC. Perform a
28 variety of administrative functions, including: coordinate service providers; supervise FRC staff;

1 oversee the day-to-day ~~FRC operations~~operation of the FRC; compile statistical and financial data
 2 for various reports; facilitate community involvement in the CEAC; coordinate governance and
 3 policy procedure development; coordinate training opportunities for staff; prepare and monitor
 4 program budget; perform outreach to community businesses and schools; market FRC services
 5 within the community; initiate outreach to new partners and service providers; address public
 6 inquiries regarding ~~FRC~~-services, procedures, operations, and regulations; facilitate ~~Contractor~~
 7 ~~Partner Agencies~~FRC partners and staff meetings and ensure completion of meeting minutes;
 8 complete all required documentation; attend ~~all~~-required FaCT meetings and trainings; and
 9 perform related duties as assigned.

10 ///

11 15.6.2 Qualifications:

12 Option One (1):- Bachelor's degree (Master's degree preferred) in social
 13 work, sociology, psychology, or related field from an accredited university; and two (2) years of
 14 experience ~~working with at risk families and providing direct services to~~ the ~~community;~~
 15 ~~knowledge of the child welfare system~~target population; capable of relating well to individuals
 16 from diverse backgrounds, cultures, varied income, and education levels; ~~supervision~~leadership
 17 and/or supervisory experience ~~in management~~; ability to work successfully in a collaborative
 18 environment; attention to detail; and computer competency. Proficiency in English is required ~~and~~
 19 ~~bilingual, based.~~ Based on community ~~language~~-need, ~~is preferred.~~bilingual proficiency may be
 20 required; or

21 Qualifications- Option Two (2): -A minimum of five (5) years of experience ~~working with~~
 22 ~~at risk families and providing direct services to~~ the ~~community;~~ ~~knowledge of the child welfare~~
 23 ~~system~~target population; capable of relating well to individuals from diverse backgrounds,
 24 cultures, varied income, and education levels; ~~supervision~~leadership and/or supervisory
 25 ~~14.11.15.7~~ experience ~~in management~~; ability to work successfully in a collaborative environment; attention
 26 to detail; and computer competency. Proficiency in English is required ~~and bilingual, based.~~
 27 Based on community ~~language~~-need, ~~is preferred~~bilingual proficiency may be required.

28 Information and Referral Specialist ~~(RF):~~

1 ~~14.11.1~~15.7.1 Duties: Responsible for responding to walk-in, call-in, and referred
 2 PARTICIPANTS seeking community resources. Assess ~~PARTICIPANT'S~~PARTICIPANTS'S
 3 immediate needs and make referrals to appropriate resources. Administer FaCT-approved
 4 ~~measurement tools~~tracking tool and enter results into the FaCT-~~approved~~ database. ~~Collaborate~~
 5 ~~with ADMINISTRATOR and FRC Coordinator in promoting the need for foster and adoptive~~
 6 ~~resources for children in need of a permanent home. Identify and encourage families to participate~~
 7 ~~and become active in volunteer and leadership positions at the FRC (e.g., CEAC community~~
 8 ~~projects).~~

9 ~~14.11.2~~ Qualifications: High school diploma or equivalent; ~~one (1) year of~~
 10 ~~community~~customer service experience working directly with ~~families in crisis and community,~~
 11 ~~knowledge of local resources, excellent customer service skills~~the public, and computer
 12 competency (i.e., knowledge and ability to use computers and related technology). Proficiency in
 13 English ~~and bilingual, based~~is required. Based on community ~~language need, is required.~~

14 ~~14.12~~ Operations Manager (RF):

15 ~~14.12.1~~ Duties: ~~Administer all human resource functions including~~
 16 ~~administration of benefits; manage insurance renewals; maintain accounts receivable and accounts~~
 17 ~~payable functions; and oversee payroll.~~

18 ~~##~~

19 ~~14.12.2~~15.7.2 Qualifications Option One (1): Bachelor's degree in business,
 20 ~~management or related field from an accredited university. Proficiency in English is~~bilingual
 21 proficiency may be required ~~and bilingual, based on the community need, is preferred.~~

22 ~~14.12.3~~ Qualifications Option Two (2): Five (5) years of experience in office
 23 ~~management including knowledge of QuickBooks and Microsoft Office programs; attention to~~
 24 ~~detail, ability to work in a collaborative environment and computer competency skills. Proficiency~~
 25 ~~in English is required and bilingual, based on the community need, is preferred~~

26 Out-of-School-Time Youth Leader (OCCTAC):

27 ~~14.13.1~~ Duties: Responsible for providing weekly Out-of-School-Time Youth
 28 Program services, supervising art activities, monitoring attendance, ensuring the health and safety

1 of PARTICIPANTS is maintained at all times, coordinating and communicating with FRC
 2 Coordinator, and submit completed administered FaCT approved measurement tools to FRC
 3 Coordinator to enter results into the FaCT approved database. An OCCTAC representative will
 4 attend required meetings.

5 14.13.2 — Qualifications: Two (2) years of college education, including twelve
 6 (12) units of child development or related coursework; two (2) years of experience teaching art to
 7 children and youths, including one (1) year of experience working with children is required.
 8 Proficiency in English is required, and bilingual, based on community language need, is preferred.

9 Parenting Educator (HO):

10 14.14.1 — Duties: Responsible for teaching parenting education classes,
 11 administering FaCT approved pre/post tests measurement tools, and entering results into FaCT-
 12 approved database.

13 14.14.2 — Qualifications: Twelve (12) units of college education in child
 14 development, psychology, sociology, social work, or a related field; one (1) year of experience
 15 working in the human services field; and trained and/or certified to provide CONTRACTOR's
 16 chosen evidence based or evidence informed curriculum. Proficiency in English and bilingual,
 17 based on community language need, is required.

18 PEP Instructor (HO):

19 14.15.1 — Duties: Provide and instruct Personal Empowerment Program (PEP)
 20 services, administer FaCT approved pre/post measurement tools, and enter results into the FaCT-
 21 approved database.

22 14.15.2 — Qualifications: PEP certified instructor shall possess a minimum of two
 23 (2) years of experience working with domestic violence families, forty (40) hours of Domestic
 24 ^{14.16} Violence Prevention training, eight (8) hours of Child Abuse Prevention and Reporting Training,
 25 completion of PEP Training, and a valid Domestic Violence Advocate Certificate is required.
 26 Proficiency in English and bilingual, based on community language need, is required.

27 Program Manager (CB):

28 14.16.1 — Duties: Provide general oversight of and responsibility for

~~COUNTY/FaCT contract at designated site, supervise FRC Coordinator and FRC projects, integrate new and existing FRC programs, collaborate with FaCT staff, attend FaCT committee meetings and forums, and provide local and regional FRC advocacy.~~

~~14.16.2 — Qualifications: Master's degree in social work or related field from an accredited university, five (5) years of social services experience, and three (3) years of supervision experience is required. Two (2) years of experience in more than one child welfare service (i.e., foster care, residential care, in-home services, Wraparound services, family preservation, or other child abuse prevention) is preferred. Proficiency in English is required.~~

Program Manager (RF):

~~14.17.1 — Duties: Provide oversight and supervision of RF's staff in Agreement; attend meetings (i.e., Steering Committee, case management, and other partner related meetings) as contractually required; act as liaison between FRC partners, RF accounting department, and FaCT to ensure accurate and timely invoicing to the Designated Lead Agency; ensure accuracy of billings; and maintain complete and accurate records of all financial and outcome measurement data.~~

~~14.17.2 — Qualifications Option One (1): Bachelor's Degree in social work, psychology, or a related field from an accredited university, two (2) years of experience working with at risk families and the community, knowledge of the child welfare system, supervision experience, ability to work successfully in a collaborative environment, attention to detail, computer competency skills, ability to facilitate meetings and excellent speaking, writing and organizational skills. Proficiency in English is required.~~

~~14.17.3 — Qualifications Option Two (2): Five (5) years of supervision experience, five (5) years of experience working with at risk families and the community, ^{14.18} knowledge of the child welfare system, ability to work successfully in a collaborative environment, attention to detail computer competency skills, ability to facilitate meetings and excellent speaking writing and organizational skills. Proficiency in English is required.~~

Program Manager/Director (HO):

~~14.18.1 — Duties: Oversee all HO services contracted with FaCT, supervising~~

~~FaCT contracted staff, ensure accuracy of data into FaCT approved database, and attend all required FaCT meetings and trainings.~~

~~14.18.2 Qualifications: Master’s degree in social work, counseling, or related field from an accredited university (LCSW or Licensed MFT preferred); two (2) years of management and supervision experience; computer competency; excellent written and verbal communication skills; knowledge of program support, grant writing, and community development; domestic violence, clinical supervision, field instructor certifications; and program development experience is preferred. Proficiency in English is required and bilingual, based on community language need, is preferred.~~

TLFR Family Fun Activities Leader (CB):

~~14.19.1 Duties: Provide supervision and TLFR Family Fun Activities to children and youth in the reunification process, monitor attendance, and ensure the health and safety of the children is maintained at all times, coordinate events with FRC Coordinator, attend all required meetings, and administer FaCT approved measurement tools and enter results into the FaCT approved database.~~

~~14.19.2 Qualifications: Twelve (12) units of college education in child development, education, psychology, sociology, social work, health, recreation, business, or related field from an accredited institution of higher learning; one (1) year of experience working with families and/or children; and one (1) year of experience facilitating groups and/or workshops. Proficiency in English is required and bilingual, based on community language need, is preferred.~~

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