

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 ~~THE~~ RAISE FOUNDATION
10 FOR THE PROVISION OF
11 SERVICES PROMOTING SAFE AND STABLE FAMILIES
12

13 THIS AGREEMENT, entered into this 1st day of July, ~~2011~~ 2014, which date
14 is particularized for purpose of reference only, is by and between the COUNTY
15 OF ORANGE, hereinafter referred to as "COUNTY," and Children's Bureau of
16 Southern California, a California non-profit corporation; Human Options, Inc., a
17 California non-profit corporation; and ~~THE~~ Raise Foundation, a California non-
18 profit corporation, hereinafter collectively referred to as "CORBIN FAMILY
19 RESOURCE CENTER" or "CONTRACTOR." Children's Bureau of Southern California,
20 Human Options, Inc., and ~~THE~~ Raise Foundation, shall ~~may~~ each also be referred
21 to individually as "Contractor Partner Agency" or collectively as "Contractor
22 Partner Agencies." This Agreement shall be administered by the County of Orange
23 Social Services Agency Director or designee, hereinafter referred to as
24 "ADMINISTRATOR."
25

26 W I T N E S S E T H:
27

28 WHEREAS, Federal legislation has provided funding under the Promoting

1 Safe and Stable Families Program (formerly known as the "Family Preservation
2 and Support Program" and currently known in the COUNTY as Families and
3 Communities Together [FaCT] Program) and other funding sources for the
4 provision of services intended to maintain the safety of children in their
5 homes, help families through crises that might lead to the removal of children
6 from their homes or speed the return of children to their homes, and to
7 alleviate stress and promote parental competencies; and

8 WHEREAS, COUNTY desires to contract with CONTRACTOR ~~to provide~~ for the
9 provision of services promoting safe and stable families in Orange County; and

10 WHEREAS, CONTRACTOR agrees to render such services on the terms and
11 conditions hereinafter set forth; ~~and~~

12 WHEREAS, such contracts are authorized and provided for pursuant to the
13 Adoptions and Safe Families Act of 1997 (Public Law 105-89), California
14 Welfare and Institutions Code Sections 16600-16605, All County Letter (ACL)
15 No. 01-20, and ACL No. 03-12;

16 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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Exhibit A Title

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1 1. TERM

2 The term of this Agreement shall commence on July 1, ~~2011~~ 2014, and
3 terminate on June 30, ~~2011~~ 2015, unless earlier terminated pursuant to the
4 provisions of Paragraph ~~42~~ 43 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to, obligations with respect to indemnification,
7 audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually
8 agree in writing to extend the term of this Agreement, for up to twelve (12)
9 additional months upon the same terms and conditions, provided that COUNTY's
10 maximum obligation as stated in Subparagraph ~~19.1~~ 20.1 of this Agreement does
11 not increase as a result.

12 2. ALTERATION OF TERMS

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

20 3. STATUS OF CONTRACTOR

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

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

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
6 and supplies as described in the Exhibit "A" to the Agreement Between County
7 of Orange and Corbin Family Resource Center, for the Provision of Services
8 Promoting Safe and Stable Families **Services**, attached hereto and incorporated
9 herein by reference. CONTRACTOR shall operate continuously throughout the
10 term of this Agreement with the number and type of staff described and as
11 required for provision of services hereunder pursuant to the personnel
12 disclosure provisions of this Agreement.

13 4.2 Subject to thirty (30) days written notice, ADMINISTRATOR may, in
14 his or her sole discretion, require changes in staffing allocations to reflect
15 current workload demands or service needs as long as COUNTY's maximum
16 obligation as set forth in this Agreement is not exceeded.

17 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
18 appropriate staff to attend an orientation session and subsequent training
19 sessions given by COUNTY.

20 5. LICENSES AND STANDARDS

21 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
22 required by the laws of the United States, State of California, County of
23 Orange and all other appropriate governmental agencies to perform the services
24 described in this Agreement, and agrees to maintain these licenses and permits
25 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
26 that its employees shall conduct themselves in compliance with such laws and
27 licensure requirements including, without limitation, compliance with laws
28 applicable to sexual harassment and ethical behavior.

1 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
2 unless waived in whole or in part by ADMINISTRATOR, with all applicable
3 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
4 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
5 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
6 applicable laws and regulations of the United States, State of California,
7 County of Orange Social Services Agency and all administrative regulations,
8 rules and policies adopted thereunder as each and all may now exist or be
9 hereafter amended.

10 5.2.1 For ~~federally~~ Federally funded Agreements in the amount of
11 \$25,000 or more, CONTRACTOR certifies that said Agency's officers and/or
12 principles are not debarred or suspended from ~~federal~~ Federal financial
13 assistance programs and/or activities.

14 5.3 CONTRACTOR shall cooperate with the California Department of
15 Social Services (CDSS) on the implementation, monitoring, and evaluation of
16 the State's Child Abuse and Neglect Prevention and Intervention Program, and
17 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all
18 reporting and evaluation requirements established by CDSS.

19 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

20 6.1 Delegation and Assignment:

21 In the performance of this Agreement, CONTRACTOR may neither
22 delegate its duties or obligations nor assign its rights, either in whole or
23 in part, without the prior written consent of COUNTY. Any attempted
24 delegation or assignment without prior written consent shall be void. The
25 transfer of assets in excess of ten (10) percent of the total assets of
26 CONTRACTOR, or any change in the corporate structure, the governing body, or
27 the management of CONTRACTOR, which occurs as a result of such transfer, shall
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1 be deemed an assignment of benefits under the terms of this Agreement
2 requiring COUNTY approval.

3 6.2 Subcontracts:

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

11 6.2.1 Subcontracts of ~~\$10,000~~ \$25,000 or less:

12 CONTRACTOR shall develop a standard form Purchase Order,
13 subject to prior written approval of ADMINISTRATOR, to be utilized for the
14 purchase of services by CONTRACTOR when the cumulative total cost of the
15 services to be provided by any organization is anticipated to be ~~ten~~ twenty-
16 five thousand dollars (~~\$10,000~~ \$25,000) or less during the term of this
17 Agreement. The basis for costs incurred by any such Purchase Order(s) shall
18 be the actual cost of providing services or the usual and customary charges
19 established by the organization(s) providing the services.

20 6.2.2 Subcontracts in excess of ~~\$10,000~~ \$25,000:

21 CONTRACTOR shall develop and submit for approval to
22 ADMINISTRATOR a system for the procurement of subcontracts with any
23 organization in which the total cumulative cost of services provided by any
24 single organization is anticipated to exceed ~~ten~~ twenty-five thousand dollars
25 (~~\$10,000~~ \$25,000) during the term of this Agreement. CONTRACTOR's proposed
26 procurement system shall take into consideration such factors as: degree of
27 price competition; pricing policies and techniques; experience and quality of
28 service; methods of evaluating subcontractor responsibility; relationship of

1 subcontractor to CONTRACTOR; and planning, award, and post-award management of
2 subcontracts, including internal audit procedures and monitoring of
3 subcontractor's performance until completion of services.

4 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
5 procurement system, CONTRACTOR shall comply with such procurement system in
6 obtaining subcontracts with a total cost in excess of ~~ten~~ twenty-five thousand
7 dollars (~~\$10,000~~ \$25,000) during the term of this Agreement. In addition,
8 CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into
9 a subcontract with any organization when the total cumulative cost of services
10 to be provided by that organization is anticipated to exceed ~~ten~~ twenty-five
11 thousand dollars (~~\$10,000~~ \$25,000) during the term of this Agreement.

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

18 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

19 7.1 Form of Business Organization:

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

24 7.1.1 The form of CONTRACTOR's business organization, i.e.,
25 proprietorship, partnership, corporation, etc.

26 7.1.2 A detailed statement indicating the relationship of
27 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
28 individual.

1 7.1.3 A detailed statement indicating the relationship of
2 CONTRACTOR to any subsidiary business organization or to any individual who
3 may be providing services, supplies, material or equipment to CONTRACTOR or in
4 any manner does business with CONTRACTOR under this Agreement.

5 7.2 Change in Form of Business Organization:

6 If during the term of this Agreement the form of CONTRACTOR's
7 business organization changes, or the ownership of CONTRACTOR changes, or
8 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
9 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
10 writing, detailing such changes. A change in the form of business
11 organization may, at COUNTY's sole discretion, be treated as an attempted
12 assignment of rights or delegation of duties of this Agreement.

13 7.3 Real Property Disclosure:

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

19 7.3.1 The location by street address and city of any such real
20 property.

21 7.3.2 The fair market value of any such real property as such
22 value is reflected on the most recently issued County Tax Collector's tax
23 bill.

24 7.3.3 A detailed description of all existing and pending
25 agreements, with respect to the use or occupation of any such real property.
26 Such description shall include, but not be limited to:

27 7.3.3.1 The term duration of any rental, lease or
28 license agreement;

1 7.3.3.2 The amount of monetary consideration to be paid
2 to the lessor or licensor over the term of the rental, lease or license
3 agreement;

4 7.3.3.3 The type and dollar value of any other
5 consideration to be paid to the lessor or licensor; and

6 7.3.3.4 The full names and addresses of all parties to
7 any agreement concerning the real property and a listing of liens (if any)
8 thereof, together with a listing by full names and addresses of all officers,
9 directors and stockholders of any private corporation, and a similar listing
10 of all general and limited partners of any partnership which is a party.

11 7.3.4 A listing by full names of all of CONTRACTOR's officers,
12 directors and/or partners, members of its administrative and advisory boards,
13 staff and consultants, who have any family relationship by marriage or blood
14 with a party to any agreement concerning real property referred to in
15 Subparagraph 7.3.3, immediately above, or who have any present or future
16 financial interest in such person's business, whether the entity concerned is
17 a corporation or partnership. Such listing shall also include the full names
18 of all of CONTRACTOR's officers, directors, partners and those holding a
19 financial interest. Included are members of its advisory boards, members of
20 its staff and consultants, who have any family relationship by marriage or
21 blood to an officer, director, or stockholder of the corporation or to any
22 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
23 also indicate the names of the officers, directors, stockholders, or
24 partner(s), as appropriate, and the family relationship which exists between
25 such person(s) and CONTRACTOR's representatives listed.

26 7.3.5 True and correct copies of all agreements with respect to
27 any such real property shall be appended to the affidavit described above and
28 made a part thereof. If, during the term of this Agreement, there is a change

1 in the agreement(s) with respect to real property where persons receive
2 services. CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
3 describing such changes.

4 8. NON-DISCRIMINATION

5 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
6 shall not engage nor employ any unlawful discriminatory practices in the
7 admission of clients, provision of services or benefits, assignment of
8 accommodations, treatment, evaluation, employment of personnel or in any other
9 respect on the basis of sex, race, color, ethnicity, national origin,
10 ancestry, religion, age, marital status, medical condition, sexual
11 orientation, sexual preference, physical or mental disability or any other
12 protected group in accordance with the requirements of all applicable Federal
13 or State laws.

14 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
15 meets the lawful and applicable requirements of the U.S. Department of Health
16 and Human Services.

17 8.3 CONTRACTOR shall furnish any and all information requested by
18 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
19 books, records and accounts in order to ascertain CONTRACTOR's compliance with
20 Paragraph 8 et seq.

21 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
22 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
23 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

24 8.5 Non-Discrimination in Employment

25 8.5.1 All solicitations or advertisements for employees placed
26 by or on behalf of CONTRACTOR shall state that all qualified applicants will
27 receive consideration for employment without regard to sex, race, color,
28 ethnicity, national origin, ancestry, religion, age, marital status, medical

1 condition, sexual orientation, sexual preference, physical or mental
2 disability or any other protected group in accordance with the requirements of
3 all applicable Federal or State laws. Notices describing the provisions of
4 the equal opportunity clause shall be posted in a conspicuous place for
5 employees and job applicants.

6 8.5.2 CONTRACTOR shall refer any and all employees desirous of
7 filing a formal discrimination complaint to:

8 California Department of Social Services

9 Public Inquiry and Response Bureau

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

11 Sacramento, CA 94244-2430

12 Telephone: (800) 952-5253

13 (800) 952-8349 (For the hard of hearing)

14 8.6 Non-Discrimination in Service Delivery

15 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
16 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
17 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
18 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
19 the Americans with Disabilities Act of 1990; California Civil Code Section 51
20 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
21 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
22 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
23 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
24 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
25 Act of 1996; and other applicable Federal and State laws, as well as their
26 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
27 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
28 Employment Opportunity, Affirmative Action and Nondiscrimination as each may

1 now exist or be hereafter amended. CONTRACTOR shall not implement any
2 administrative methods or procedures which would have a discriminatory effect
3 or which would violate the CDSS Manual of Policies and Procedures (MPP)
4 Division 21, Chapter 21-100. If there are any violations of this paragraph,
5 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
6 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
7 other laws, or the issue may be referred to the appropriate Federal agency for
8 further compliance action and enforcement of Subparagraph 8.6 et seq.

9 8.6.2 CONTRACTOR shall provide any and all clients desirous of
10 filing a formal complaint any and all information as appropriate:

11 8.6.2.1 Pamphlet: "Your Rights Under California Welfare
12 Programs" (PUB 13);

13 8.6.2.2 Discrimination Complaint Form;

14 8.6.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-~~8880~~ 8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

25 P.O. Box 944243, M.S. ~~8-16~~ 15-70

26 Sacramento, CA 94244-2430

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1 Federal Civil Rights Contact:

2 U.S. Department of Health and Human Services

3 Office of Civil Rights

4 50 U.N. Plaza, Room 322

5 San Francisco, CA 94102

6 9. NOTICES

7 All notices, claims, correspondence, reports, and/or statements
8 authorized or required by this Agreement shall be addressed as follows:

9 COUNTY: County of Orange Social Services Agency

10 Contract Services

11 888 N. Main Street

12 Santa Ana, CA 92701

13 CONTRACTOR: Corbin Family Resource Center

14 c/o Children's Bureau of Southern California

15 50 South Anaheim Blvd., Suite 241

16 Anaheim, CA 92805

17 All notices shall be deemed effective when in writing and deposited in
18 the United States mail, first class, postage prepaid and addressed as above.
19 Any notices, claims, correspondence, reports and/or statements authorized or
20 required by this Agreement addressed in any other fashion shall be deemed not
21 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change
22 the addresses to which notices are sent.

23 10. NOTICE OF DELAYS

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

1 11. INDEMNIFICATION AND ~~INSURANCE~~

2 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
3 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
4 State, COUNTY, and their elected and appointed officials, officers, employees,
5 agents and those special districts and agencies which COUNTY's Board of
6 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
7 any claims, demands or liability of any kind or nature, including but not
8 limited to personal injury or property damage, arising from or related to the
9 services, products or other performance provided by CONTRACTOR pursuant to
10 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
11 court of competent jurisdiction because of the concurrent active negligence of
12 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
13 be apportioned as determined by the court. Neither party shall request a jury
14 apportionment.

15 12. INSURANCE

16 12.1 Prior to the provision of services under this Agreement,
17 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
18 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
19 endorsements required herein, necessary to satisfy COUNTY that the insurance
20 provisions of this Agreement have been complied with, and to keep such
21 insurance coverage and the certificates therefore on deposit with
22 ADMINISTRATOR during the entire term of this Agreement.

23 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
24 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
25 to the same terms and conditions as set forth herein for CONTRACTOR.

26 12.3 All self-insured retentions (SIRs) and deductibles shall be
27 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
28 apply, indicate this on the Certificate of Insurance with a "0" by the

1 appropriate line of coverage. Any ~~self-insured~~ (SIR) or deductible in an
2 amount in excess of \$25,000 (\$5,000 for automobile liability), shall
3 specifically be approved by the County Executive Office (CEO)/Office of Risk
4 Management.

5 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
6 the full term of this Agreement, COUNTY may terminate this Agreement.

7 12.5 Qualified Insurer

8 12.5.1 Minimum insurance company ratings as determined by the
9 most current edition of the Best's Key Rating Guide/Property-Casualty/United
10 States ~~or ambest.com~~ shall be A- (Secure A.M. Best's Rating) and VIII
11 (Financial Size Category).

12 12.5.2 The policy or policies of insurance required herein must
13 be issued by an insurer licensed to do business in the State of California
14 (California Admitted Carrier). If the insurer is a non-admitted carrier in the
15 State of California and does not meet or exceed an A.M. Best rating of A-
16 /VIII, CEO/Office of Risk Management retains the right to approve or reject
17 carrier after a review of the company's performance and financial ratings. If
18 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-
19 /VIII, ADMINISTRATOR can accept the insurance.

20 12.6 The policy or policies of insurance maintained by CONTRACTOR shall
21 provide the minimum limits and coverage as set forth below:

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<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Partner Agencies</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Children's Bureau of Southern California (CB); Human Options (HO); and The Raise Foundation (RF)
Automobile Liability (including coverage for owned, non-owned and hired vehicles)	\$1,000,000 per occurrence	CB, HO, and RF
Workers' Compensation	Statutory	CB, HO, and RF
Employer's Liability	\$1,000,000 per occurrence	CB, HO, and RF
Professional Liability	\$1,000,000 per claims made or per occurrence	CB, HO, and RF
Sexual Misconduct Liability	\$1,000,000 per occurrence	CB, HO, and RF
Employee Liability	\$55,567	CB

12.7 Required Coverage Forms

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

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

///

1 12.8 Required Endorsements

2 12.8.1 Commercial General Liability policy shall contain the
3 following endorsements, which shall accompany the Certificate of insurance:

4 12.8.1.1 An Additional Insured endorsement using ISO form
5 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
6 its elected and appointed officials, officers, employees, agents as Additional
7 Insureds.

8 12.8.1.2 A primary non-contributing endorsement
9 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
10 insurance maintained by the County of Orange shall be excess and non-
11 contributing.

12 12.9 The County of Orange shall be the loss payee on the Employee
13 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of
14 Orange is a Loss Payee shall accompany the Certificate of Insurance.

15 12.10 All insurance policies required by this Agreement shall waive all
16 rights of subrogation against the County of Orange and members of the Board of
17 Supervisors, its elected and appointed officials, officers, agents and
18 employees when acting within the scope of their appointment or employment.

19 12.11 The Workers' Compensation policy shall contain a waiver of
20 subrogation endorsement waiving all rights of subrogation against the County
21 of Orange, and members of the Board of Supervisors, its elected and appointed
22 officials, officers, agents and employees.

23 12.12 All insurance policies required by this Agreement shall give the
24 County of Orange thirty (30) days notice in the event of cancellation and ten
25 (10) days for non-payment of premium. This shall be evidenced by policy
26 provisions or an endorsement separate from the Certificate of Insurance.

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1 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"
2 policy, CONTRACTOR shall agree to maintain professional liability coverage for
3 two (2) years following completion of this Agreement.

4 12.14 The Commercial General Liability policy shall contain a
5 severability of interests clause also known as a "separation of insureds"
6 clause (standard in the ISO CG 0001 policy).

7 12.15 Insurance certificates should be mailed to COUNTY at the address
8 indicated in Paragraph 9 of this Agreement.

9 12.16 If CONTRACTOR fails to provide the insurance certificates and
10 endorsements within seven (7) days of notification by CEO/County Procurement
11 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

12 12.17 COUNTY expressly retains the right to require CONTRACTOR to
13 increase or decrease insurance of any of the above insurance types throughout
14 the term of this Agreement. Any increase or decrease in insurance will be as
15 deemed by County of Orange Risk Manager as appropriate to adequately protect
16 COUNTY.

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

23 12.19 The procuring of such required policy or policies of insurance
24 shall not be construed to limit CONTRACTOR's liability hereunder nor to
25 fulfill the indemnification provisions and requirements of this Agreement, nor
26 act in any way to reduce the policy coverage and limits available from the
27 insurer.

28 ///

1 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

2 CONTRACTOR shall report to COUNTY:

3 13.1 Any accident or incident relating to services performed under this
4 Agreement which involves injury or property damage which may result in the
5 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
6 shall be made in writing within twenty-four (24) hours of occurrence.

7 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
8 from or related to services performed by CONTRACTOR under this Agreement.
9 Such report shall be submitted to COUNTY within twenty-four (24) hour of
10 occurrence.

11 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
12 property. Such report shall be submitted to COUNTY within twenty-four (24)
13 hours of occurrence.

14 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
15 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
16 under the term of this Agreement. Such report shall be submitted to COUNTY
17 within twenty-four (24) hours of occurrence.

18 14. CONFLICT OF INTEREST

19 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
20 any actions or conditions that could result in a conflict with the best
21 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
22 agents, relatives, subcontractors, and third parties associated with
23 accomplishing the work hereunder.

24 14.2 CONTRACTOR's efforts shall include, but not be limited to,
25 establishing precautions to prevent its employees or agents from making,
26 receiving, providing, or offering gifts, entertainment, payments, loans, or
27 other considerations which could be deemed to appear to influence individuals
28 to act contrary to the best interests of COUNTY.

1 15. ANTI-PROSELYTISM PROVISION

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

6 16. SUPPLANTING GOVERNMENT FUNDS

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

16 17. EQUIPMENT

17 17.1 All items purchased with funds provided under this Agreement or
18 which are furnished to CONTRACTOR by COUNTY which have a single unit cost of
19 at least five thousand dollars (\$5,000.00), including sales tax, shall be
20 considered Capital Equipment. Title to all items of Capital Equipment
21 purchased vests and will remain in COUNTY as such shall be designated by
22 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
23 performance of this Agreement. Upon the termination of this Agreement,
24 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
25 or its representatives, or dispose of them in accordance with the directions
26 of ADMINISTRATOR.

27 ///

28 ///

1 CONTRACTOR further agrees to the following:

2 17.1.1 To maintain all items of Capital Equipment in good working
3 order and condition, normal wear and tear excepted.

4 17.1.2 To label all items of Capital Equipment, do periodic
5 inventories as required by ADMINISTRATOR and to maintain an inventory list
6 showing where and how the Capital Equipment is being used, in accordance with
7 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
8 ADMINISTRATOR within ten (10) days of any request therefore.

9 17.1.3 To report in writing to ADMINISTRATOR immediately after
10 discovery, the loss or theft of any items of Capital Equipment. For stolen
11 items, the local law enforcement agency must be contacted and a copy of the
12 police report submitted to ADMINISTRATOR.

13 17.1.4 To purchase a policy or policies of insurance covering
14 loss or damage to any and all Capital Equipment purchased under this
15 Agreement, in the amount of the full replacement value thereof, providing
16 protection against the classification of fire, extended coverage, vandalism,
17 malicious mischief and special extended perils (all risks) covering the
18 parties' interests as they appear.

19 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
20 requested in writing, shall require the prior written approval of
21 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
22 appropriate and directly related to CONTRACTOR's service or activity under the
23 terms of ~~the~~ this Agreement. COUNTY may refuse reimbursement for any costs
24 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
25 if prior written approval has not been obtained from ADMINISTRATOR.

26 17.3 No personal computers or any component thereof may be purchased
27 with funds provided under this Agreement regardless of purchase price, without
28 prior written approval of ADMINISTRATOR. Any personal computers or any

1 component thereof purchased shall be in accordance with computer
2 specifications provided by ADMINISTRATOR, be subject to the same inventory
3 control conditions specified in Subparagraphs ~~16.1.1~~ 17.1.1 to ~~16.1.4~~ 17.1.4
4 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY
5 upon termination of this Agreement.

6 18. BREACH SANCTIONS

7 Failure by CONTRACTOR to comply with any of the provisions, covenants,
8 or conditions of this Agreement shall be a material breach of this Agreement.
9 In such event ADMINISTRATOR may, in its sole discretion, and in addition to
10 immediate termination and any other remedies available at law, in equity, or
11 otherwise specified in this Agreement:

12 18.1 Afford CONTRACTOR a time period within which to cure the breach,
13 which period shall be established at the sole discretion of ADMINISTRATOR;
14 and/or

15 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
16 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
17 later recovery; and/or

18 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
19 COUNTY those monies disallowed pursuant to Subparagraph ~~17.2~~ 18.2 above.

20 ADMINISTRATOR will give CONTRACTOR written notice of any action
21 pursuant to this paragraph, which notice shall be deemed served on the date of
22 mailing.

23 19. DESIGNATED FISCAL AGENCY

24 19.1 Each of the Contractor Partner Agencies agrees that of Children's
25 Bureau of Southern California (CB) shall serve as the designated fiscal agent
26 on behalf of CONTRACTOR, with authority to present claims to COUNTY on behalf
27 of each of the Contractor Partner Agencies for services delivered by each of
28 them pursuant to this Agreement. As designated fiscal agent, CB, shall

1 receive the claims from each of the other Contractor Partner Agencies on a
2 monthly basis and shall submit these claims, along with its own monthly claim,
3 pursuant to Paragraph ~~19~~ 20 herein. Claims submitted to COUNTY by the
4 designated fiscal agent shall clearly identify the services that were
5 performed by each Contractor Partner Agency. Any and all payments to be made
6 by COUNTY pursuant to this Agreement shall be made payable to the designated
7 fiscal agent. The designated fiscal agent shall thereafter disburse payment
8 as appropriate to the Contractor Partner Agencies. Each of the Contractor
9 Partner Agencies agrees that COUNTY's disbursement of payment to the
10 designated fiscal agent shall satisfy COUNTY's payment obligation under this
11 Agreement.

12 19.2 As designated fiscal agent, CB, shall also be responsible for, at
13 a minimum, facilitating CONTRACTOR meetings, collecting documentation for
14 invoices and outcome measurements from each Contractor Partner Agency, and
15 maintaining complete and accurate records of all financial and outcome
16 measurement data on behalf of CONTRACTOR.

17 20. PAYMENTS

18 20.1 Maximum Contractual Obligation:

19 The maximum obligation of COUNTY under this Agreement shall be
20 \$333,540, ~~per year for an aggregate total of \$1,000,620 for three years~~ or
21 actual allowable costs, whichever is less.

22 20.2 Allowable Costs:

23 During the term of this Agreement, COUNTY shall pay CONTRACTOR
24 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
25 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by
26 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
27 for anticipated allowable costs that will be incurred by CONTRACTOR for May
28 and June ~~2012, 2013, and 2014~~ 2015, during the month of such anticipated

1 expenditure.

2 ~~20.3 Advance Payment:~~

3 ~~ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR~~
4 ~~an amount(s) not in excess of 16.66 percent of the maximum obligation of~~
5 ~~COUNTY, for the initial twelve-month period of this Agreement, upon receipt of~~
6 ~~a written request(s) by CONTRACTOR, which request(s) shall be accompanied by~~
7 ~~such justification as ADMINISTRATOR may require. ADMINISTRATOR may, in its~~
8 ~~sole discretion, deduct any such advances from any one or more payments owed~~
9 ~~to CONTRACTOR prior to March 31, 2015. If, at the conclusion of this~~
10 ~~Agreement, there is a balance owing COUNTY, CONTRACTOR shall immediately~~
11 ~~refund said monies to COUNTY.~~

12 20.4 Claims:

13 20.4.1 CONTRACTOR shall submit monthly reimbursement claims to be
14 received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
15 the month for expenses incurred in the preceding month. In the event the
16 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
17 shall submit the claim the next business day. COUNTY holidays include New
18 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
19 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,
20 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

21 20.4.2 All reimbursement claims must be submitted on a form
22 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
23 supporting source documents with the monthly claim, including, inter alia, a
24 monthly statement of services, general ledgers, supporting journals, time
25 sheets, invoices, canceled checks, receipts, and receiving records, some of
26 which may be required to be copied. Source documents that CONTRACTOR must
27 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-
28 Controller. CONTRACTOR shall retain all financial records in accordance with

1 Paragraph 24 25 (Records, Inspections, and Audits) of this Agreement.

2 ~~19.4.3~~ CONTRACTOR acknowledges that the amount of
3 reimbursement on a claim received by ADMINISTRATOR after the twentieth (20th)
4 calendar day of the month shall be reduced, in accordance with the following
5 table:

6 1 to 30 calendar days late	10% reduction of claim amount to be paid
7 31 to 60 calendar days late	20% reduction of claim amount to be paid
8 61 to 90 calendar days late	30% reduction of claim amount to be paid
9 Over 90 calendar days late	40% reduction of claim amount to be paid

10 20.4.3 ~~CONTRACTOR and ADMINISTRATOR agree that all reductions of~~
11 ~~a late claim included in the table above shall be based upon the amount of the~~
12 ~~CONTRACTOR's correctly submitted claim amount to be paid.~~

13 20.4.4 Payments should be released by COUNTY within a reasonable
14 time period of approximately thirty (30) days after receipt of a correctly
15 completed claim form and required supporting documentation.

16 20.4.5 Final Claims/Settlement:

17 20.4.5.1 Final claims for the term of July 1, 2011 2014
18 through June 30, 2011 2015, must be received no later than August 30, 2015 at
19 5:00 4:00 p.m.

20 ~~19.4.6.2~~ Final claims for the term of July 1, 2012 through June
21 30, 2013, must be received no later than August 30, 2013 at 5:00 p.m.

22 ~~19.4.6.3~~ Final claims for the term of July 1, 2013 through June
23 30, 2014, must be received no later than August 30, 2014 at 5:00 p.m.

24 20.4.5.2 Claims received after the dates specified in
25 Subparagraph ~~20.4.5.1 to 20.4.5.3~~ 20.4.5.1 may not be reimbursed.
26 ADMINISTRATOR may, in its sole discretion, modify the date upon which the
27 final claim per term must be received, upon written notice to CONTRACTOR.

28 20.4.5.3 The basis for final settlement shall be the

1 actual allowable costs as defined in Title 45 of the Code of Federal
2 Regulations (CFR) and OMB Circular A-122 or 48 CFR 31.2, as applicable,
3 incurred and paid by CONTRACTOR pursuant to the Agreement; limited, however,
4 to the maximum obligation of the COUNTY. In the event that any overpayment
5 has been made, the COUNTY may offset the amount of the overpayment against the
6 final payment. In the event overpayment exceeds the final payment, CONTRACTOR
7 shall pay the COUNTY all such sums within five (5) business days of notice
8 from the COUNTY. Nothing herein shall be construed as limiting the remedies
9 of the COUNTY in the event an overpayment has been made.

10 21. OVERPAYMENTS

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

24 22. OUTSTANDING DEBT

25 CONTRACTOR shall have no outstanding debt with ADMINISTRATOR, or shall
26 be in the process of resolving outstanding debt to ADMINISTRATOR's
27 satisfaction, prior to entering into and during the term of this Agreement.
28

1 23. FINAL REPORT

2 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report
3 within sixty (60) days after the termination of this Agreement, which shall
4 summarize the activities and services provided by CONTRACTOR during the term
5 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing
6 to modify the date upon which the final report must be submitted.

7 24. INDEPENDENT AUDIT

8 24.1 CONTRACTOR shall employ a licensed certified public accountant who
9 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
10 related expenditures during the term of this Agreement in compliance with the
11 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
12 Organizations. The audit must be performed in accordance with generally
13 accepted government auditing standards and OMB Circular A-122. CONTRACTOR
14 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
15 corrective action is taken within six (6) months after issuance of all audit
16 reports with regard to audit exceptions.

17 24.2 It is mutually understood that CONTRACTOR's organization-wide
18 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR
19 agrees to provide ADMINISTRATOR with a copy of its organization-wide audit for
20 the period July 1, ~~2011~~ 2014, through June 30, ~~2011~~ 2015, by December 30, ~~2011~~
21 2015. Failure to provide a copy of the organization-wide audit, for the
22 period July 1, ~~2011~~ 2014, through June 30, ~~2011~~ 2015, shall be sufficient
23 cause for ADMINISTRATOR, in its sole discretion, to deny payment under this or
24 any subsequent Agreement with CONTRACTOR until such time as the required audit
25 is provided to ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion,
26 modify the date upon which the organization-wide audits must be received, upon
27 notice to CONTRACTOR.
28

1 25. RECORDS, INSPECTIONS AND AUDITS

2 25.1 Financial Records:

3 25.1.1 CONTRACTOR shall prepare and maintain accurate and
4 complete financial records. Financial records shall be retained, by
5 CONTRACTOR, for a minimum of five (5) years from the date of final payment
6 under this Agreement or until all pending COUNTY, State and Federal audits are
7 completed, whichever is later.

8 25.1.2 CONTRACTOR shall establish and maintain reasonable
9 accounting, internal control and financial reporting standards in conformity
10 with generally accepted accounting principles established by the American
11 Institute of Certified Public Accountants and to the satisfaction of
12 ADMINISTRATOR.

13 25.2 Client Records:

14 25.2.1 CONTRACTOR shall prepare and maintain accurate and
15 complete records of clients served and dates and type of services provided
16 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

17 25.2.2 All client records related to services provided under the
18 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
19 (5) years from the date of final payment under this Agreement or until all
20 pending COUNTY, State and Federal audits are completed, whichever is later.
21 Notwithstanding anything to the contrary, upon termination of this Agreement,
22 CONTRACTOR shall relinquish control with respect to client records to COUNTY
23 in accordance with Subparagraph ~~42.2~~ 43.2.

24 25.2.3 COUNTY may refuse payment for a claim if client records
25 are determined by COUNTY to be incomplete or inaccurate. In the event client
26 records are determined to be incomplete or inaccurate after payment has been
27 made, COUNTY may treat such payment as an overpayment within the provisions of
28 this Agreement.

1 25.3 Public Records:

2 With the exception of client records or other records referenced
3 in Paragraph ~~30~~ 31, entitled Confidentiality, all records, including but not
4 limited to, reports, audits, notices, claims, statements and correspondence,
5 required by this Agreement may be subject to public disclosure. COUNTY will
6 not be liable for any such disclosure.

7 25.4 Inspections and Audits:

8 25.4.1 The U.S. Department of Health and Human Services
9 Comptroller General of the United States, Director of CDSS, State Auditor-
10 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
11 Department, or any of their authorized representatives, shall have access to
12 any books, documents, papers and records, including medical records, of
13 CONTRACTOR which any of them may determine to be pertinent to this Agreement
14 for the purpose of financial monitoring. Further, all the above mentioned
15 persons have the right at all reasonable times to inspect or otherwise
16 evaluate the work performed or being performed under this Agreement and the
17 premises in which it is being performed.

18 25.4.2 CONTRACTOR shall make available its books and financial
19 records within the borders of Orange County within ten (10) days after receipt
20 of written demand by ADMINISTRATOR.

21 25.4.3 In the event CONTRACTOR does not make available its books
22 and financial records within the borders of Orange County, CONTRACTOR agrees
23 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
24 designee, necessary to obtain CONTRACTOR's books and financial records.

25 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
26 liability to the State or Federal government or any agency thereof resulting
27 from any disallowances or other audit exceptions to the extent that such
28 liability is attributable to CONTRACTOR's failure to perform under this

1 Agreement.

2 25.5 Evaluation Studies:

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

6 26. PERSONNEL DISCLOSURE

7 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
8 all personnel providing services hereunder, including résumés and job
9 applications. Changes to the list will be immediately provided to
10 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
11 application. The list shall include:

12 26.1.1 Names of all full or part-time personnel by title,
13 including volunteer personnel, whose direct services are required to provide
14 the programs described herein;

15 26.1.2 A brief description of the functions of each position and
16 the hours each person works each week; or for part-time personnel, each day or
17 month, as appropriate;

18 26.1.3 The professional degree, if applicable, and experience
19 required for each position; and

20 26.1.4 The language skill, if applicable, for all personnel.

21 26.2 CONTRACTOR's employment applications shall require applicants to
22 provide detailed information regarding the conviction of a crime by any court,
23 for offenses other than minor traffic offenses. Information not disclosed in
24 the employment application discovered subsequent to the hiring or promotion of
25 any applicant shall be cause for termination of that employee from the
26 performance of services under this Agreement.

27 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
28 COUNTY, criminal record background checks on all employees and/or volunteers

1 who will provide services under this Agreement.

2 26.4 CONTRACTOR warrants that all persons employed or otherwise
3 assigned by CONTRACTOR to provide services under this Agreement have
4 satisfactory past work records and/or reference checks indicating their
5 ability to perform the required duties and accept the kind of responsibility
6 anticipated under this Agreement. CONTRACTOR shall maintain records of
7 background investigations and reference checks undertaken and coordinated by
8 CONTRACTOR for each employee and/or volunteer assigned to provide services
9 under this Agreement for a minimum of five (5) years from the date of final
10 payment under this Agreement or until all pending COUNTY, State and Federal
11 audits are completed, whichever is later, in compliance with all applicable
12 laws.

13 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
14 arrest and/or subsequent conviction, for offenses other than minor traffic
15 offenses, of any paid employee and/or volunteer staff performing services
16 under this Agreement, when such information becomes known to CONTRACTOR.
17 ADMINISTRATOR, in its sole discretion, may determine whether such employee
18 and/or volunteer may continue to provide services under this Agreement and
19 shall provide notice of such determination to CONTRACTOR in writing.
20 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
21 material breach of this Agreement, pursuant to Paragraph ~~17~~ 18 above.

22 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
23 staff performing work hereunder and any proposed changes in CONTRACTOR's
24 staff, ~~including, but not limited to, CONTRACTOR's Program Director.~~

25 26.7 COUNTY shall have the right, at its sole discretion, to require
26 CONTRACTOR to remove any employee from the performance of services under this
27 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
28 said personnel.

1 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
2 terminated for cause from working on this Agreement.

3 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
4 Paragraph ~~25~~ 26, shall not relieve CONTRACTOR of its obligation to complete
5 all work in accordance with the terms and conditions of this Agreement.

6 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

24 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

28 (a) in the case of an individual contractor, his/her name, date of

1 birth, Social Security number, and residence address;

2 (b) in the case of a contractor doing business in a form other than as
3 an individual, the name, date of birth, Social Security number,
4 and residence address of each individual who owns an interest of
5 ten (10) percent or more in the contracting entity;

6 (c) a certification that CONTRACTOR has fully complied with all
7 applicable Federal and State reporting requirements regarding its
8 employees; and

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

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

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

22 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

23 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
24 ensure that all employees, volunteers, consultants, or agents performing
25 services under this Agreement report child abuse or neglect to one of the
26 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
27 abuse as defined in Section 15610.07 of the WIC to one of the agencies
28 specified in WIC Section 15630. CONTRACTOR shall require such employee,

1 volunteer, consultant or agent to sign a statement acknowledging the child
2 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
3 Penal Code and the dependent adult and elder abuse reporting requirements as
4 set forth in Section 15630 of the WIC and will comply with the provisions of
5 these code sections as they now exist or as they may hereafter be amended.

6 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

7 CONTRACTOR shall notify and provide to its employees, a fact sheet
8 regarding the Safely Surrendered Baby Law, its implementation in Orange
9 County, and where and how to safely surrender a baby. The fact sheet is
10 available on the Internet at www.babysafe.ca.gov for printing purposes. The
11 information shall be posted in all reception areas where clients are served.

12 31. CONFIDENTIALITY

13 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
14 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
15 and all other provisions of law, and regulations promulgated thereunder
16 relating to privacy and confidentiality, as each may now exist or be hereafter
17 amended.

18 31.2 All records and information concerning any and all persons
19 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
20 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
21 volunteers. CONTRACTOR shall require all of its employees, agents,
22 subcontractors and volunteer staff who may provide services for CONTRACTOR
23 under this Agreement to sign an agreement with CONTRACTOR before commencing
24 the provision of any such services, to maintain the confidentiality of any and
25 all materials and information with which they may come into contact, or the
26 identities or any identifying characteristics or information with respect to
27 any and all participants referred to CONTRACTOR by COUNTY, except as may be
28 required to provide services under this Agreement or to those specified in

1 this Agreement as having the capacity to audit CONTRACTOR, and as to the
2 latter, only during such audit. CONTRACTOR shall comply with any audits
3 specified in Paragraph ~~24~~ 25, provide reports and any other information
4 required by COUNTY in the administration of this Agreement, and as otherwise
5 permitted by law.

6 31.3 CONTRACTOR shall inform all of its employees, agents,
7 subcontractors, volunteers and partners of this provision and that any person
8 knowingly and intentionally violating the provisions of said State law may be
9 guilty of a crime.

10 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
11 be subject to the confidentiality requirements of this Agreement.

12 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
13 with respect to Juvenile Court matters, in accordance with ~~Welfare and~~
14 ~~Institutions Code~~ WIC Section 827, all applicable statutes, caselaw, and
15 Orange County Juvenile Court Policy regarding Confidentiality, as it now
16 exists or may hereafter be amended.

17 31.6 No access, disclosure or release of information regarding a child
18 who is the subject of Juvenile Court proceedings shall be permitted except as
19 authorized. If authorization is in doubt, no such information shall be
20 released without the written approval of a Judge of the Juvenile Court.

21 31.7 CONTRACTOR must receive prior written approval of the Juvenile
22 Court before allowing any child to be interviewed, photographed or recorded by
23 any publication or organization or to appear on any radio, television or
24 ~~internet~~ Internet broadcast or make any other public appearance. Such
25 approval shall be requested through child's Social Worker.

26 31.8 Attorney Client Confidentiality Requirements: In the event
27 CONTRACTOR Partner Agency is a legal assistance provider, nothing in this
28 Agreement shall allow COUNTY or the State of California to engage in any

1 conduct that would impair the attorney-client relationship between CONTRACTOR
2 and its clients, as that relationship is customarily defined in the legal
3 community; and, in particular, nothing herein shall require CONTRACTOR to
4 reveal attorney-client privileged information, nor allow COUNTY or the State
5 to interfere with any other legal and ethical duties CONTRACTOR owes to its
6 clients. To the extent COUNTY, in fulfilling its contractual obligations
7 and/or its obligations under State or Federal law, finds it necessary to
8 examine documents or files prepared by CONTRACTOR in the course of its
9 confidential relationships with its clients, CONTRACTOR may delete information
10 which would identify clients from such documents or files before they are
11 examined by COUNTY.

12 32. COPYRIGHT ACCESS

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

17 33. WAIVER

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

26 34. PETTY CASH

27 CONTRACTOR is authorized to establish a petty cash fund in an amount not
28 to exceed two hundred and fifty dollars (\$250.00).

1 35. PUBLICITY

2 35.1 Information and solicitations, prepared and released by
3 CONTRACTOR, concerning the services provided under this Agreement shall state
4 that the program, wholly or in part, is funded through COUNTY, State and
5 Federal government funds.

6 35.2 CONTRACTOR shall not disclose any details in connection with this
7 Agreement to any person or entity except as may be otherwise provided
8 hereunder or required by law. However, in recognizing CONTRACTOR's need to
9 identify its services and related clients to sustain itself, COUNTY shall not
10 inhibit CONTRACTOR from publishing its role under this Agreement within the
11 following conditions:

12 35.2.1 CONTRACTOR shall develop all publicity material in a
13 professional manner; and

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

19 36. COUNTY RESPONSIBILITIES

20 ADMINISTRATOR will provide consultation and technical assistance, and
21 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

22 37. REFERRALS

23 CONTRACTOR shall provide services to individuals referred by
24 ADMINISTRATOR.

25 38. REPORTS

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

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

6 39. ENERGY EFFICIENCY STANDARDS

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

10 40. ENVIRONMENTAL PROTECTION STANDARDS

11 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
12 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33
13 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,
14 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any
15 may now exist or be hereafter amended. Under these laws and regulations,
16 CONTRACTOR assures that:

17 40.1 No facility to be utilized in the performance of the proposed
18 grant has been listed on the EPA List of Violating Facilities;

19 40.2 It will notify COUNTY prior to award of the receipt of any
20 communication from the Director, Office of Federal Activities, U.S. EPA,
21 indicating that a facility to be utilized for the grant is under consideration
22 to be listed on the EPA List of Violating Facilities; and

23 40.3 It will notify COUNTY and the EPA about any known violation of the
24 above laws and regulations.

25 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
26 FEDERAL TRANSACTIONS

27 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
28 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those

1 provisions set down by the OMB and published in the Federal Register dated
2 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
3 regulations, it is mutually understood that any contract which utilizes
4 Federal monies in excess of \$100,000 must contain and CONTRACTOR must comply
5 with the following provisions:

6 A. The definitions and prohibitions contained in the clause at
7 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
8 Certain Federal Transactions, included in this solicitation, are hereby
9 incorporated by reference in paragraph (B) of this certification.

10 B. The offeror, by signing its offer, hereby certifies to the
11 best of his or her knowledge and belief as of December 23, 1989, that

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

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

28 3) He or she will include the language of this

1 certification in all subcontract awards at any tier and require that all
2 recipients of subcontract awards in excess of \$100,000 shall certify and
3 disclose accordingly.

4 C. Submission of this certification and disclosure is a
5 prerequisite for making or entering into this Agreement imposed by Section
6 1352, Title 31, USC. Any person who makes an expenditure prohibited under
7 this provision or who fails to file or amend the disclosure form to be filed
8 or amended by this provision, shall be subject to a civil penalty of not less
9 than \$10,000, and not more than \$100,000, for each such failure.

10 42. POLITICAL ACTIVITY

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

14 43. TERMINATION PROVISIONS

15 43.1 ADMINISTRATOR may terminate this Agreement without penalty
16 immediately with cause or after thirty (30) days written notice without cause,
17 unless otherwise specified. Notice shall be deemed served on the date of
18 mailing. Cause shall be defined as any breach of contract, any
19 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
20 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
21 all further obligations under this Agreement.

22 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to
23 cooperate with ADMINISTRATOR in the orderly transfer of service
24 responsibilities, active case records, and pertinent documents.

25 43.3 The obligations of COUNTY under this Agreement are contingent upon
26 the availability of Federal and/or State funds, as applicable, for the
27 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
28 for the services hereunder in the budget approved by the Orange County Board

1 of Supervisors each fiscal year this Agreement remains in effect or operation.
2 In the event that such funding is terminated or reduced, ADMINISTRATOR may
3 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
4 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
5 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
6 notification of such determination. CONTRACTOR shall immediately comply with
7 ADMINISTRATOR's decision.

8 43.4 If any provision of this Agreement or the application thereof is
9 held invalid, the remainder of this Agreement shall not be affected thereby.

10 44. GOVERNING LAW AND VENUE

11 This Agreement has been negotiated and executed in the State of
12 California and shall be governed by and construed under the laws of the State
13 of California. In the event of any legal action to enforce or interpret this
14 Agreement, the sole and exclusive venue shall be a court of competent
15 jurisdiction located in Orange County, California, and the parties hereto
16 agree to and do hereby submit to the jurisdiction of such court,
17 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties
18 specifically agree to waive any and all rights to request that an action be
19 transferred for trial to another county.

20 45. SIGNATURE IN COUNTERPARTS

21 The parties agree that separate copies of this Agreement may be signed
22 by each of the parties and this Agreement will have the same force and effect
23 as if the original had been signed by all the parties.

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 By: _____
4 Lyn Brammer
5 Director of Community Services
6 CHILDREN'S BUREAU OF SOUTHERN
CALIFORNIA

By: _____
COUNTY OF ORANGE
CHAIR OF THE
BOARD OF SUPERVISORS

7 Dated: _____

Dated: _____

8
9 By: _____
10 Maricela Rios-Faust
11 Executive Director
HUMAN OPTIONS

By: _____
Eldon Baber
Executive Director
RAISE FOUNDATION

12 Dated: _____

Dated: _____

13
14
15 SIGNED AND CERTIFIED THAT A COPY OF THIS
16 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR
17 OF THE BOARD PER G.C. SEC. 25103, RESO
79-1535 ATTEST:

18
19 By: _____
20 SUSAN NOVAK
21 Clerk of the Board of Supervisors
Orange County, California

22
23 APPROVED AS TO FORM
24 COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

25
26 By: _____
DEPUTY

27 Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
8 AND
9 HUMAN OPTIONS, INC.
10 AND
11 ~~THE~~ RAISE FOUNDATION
12 FOR THE PROVISION OF
13 SERVICES PROMOTING SAFE AND STABLE FAMILIES
14

15 1. POPULATION TO BE SERVED

16 CONTRACTOR shall provide services promoting safe and stable families
17 specified below to families with children, ages birth through eighteen (0-18)
18 years, who are at risk, or have a history of abuse and/or maltreatment, or
19 live in poverty, or receive child welfare services that reside in the City of
20 Santa Ana, California, and surrounding communities within Orange County. The
21 population to be served as defined in this paragraph shall hereinafter be
22 referred to as "PARTICIPANTS."

23 2. WORKLOAD STANDARDS

24 2.1 CONTRACTOR shall provide services/activities, as described in
25 Paragraph ~~3~~ 4 below, to address one (1) or more of the seven (7) Promoting
26 Safe and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2
27 below, and addressing all four (4) of the PSSF service categories defined in
28 Subparagraphs 2.1.1 through 2.1.4, below. ADMINISTRATOR may, in its sole

1 discretion and upon written notice to CONTRACTOR, modify: the terms or
2 definitions, the particular type of services/activities to be provided, the
3 time-of-day and day-of-week services/activities are to be provided, the
4 location(s) where services/activities shall be provided, the date(s)
5 services/activities shall begin and end, the service goal(s), measurement
6 tools and outcome indicators, and the number of participants to be provided
7 services/activities as described in Paragraph 3 & 4, below, without changing
8 COUNTY'S maximum obligation as set forth in this Agreement. CONTRACTOR
9 understands that such modification(s) shall promote community participation.
10 Any modification of services/activities shall remain within the scope of
11 defined PSSF service categories and PSSF outcomes. CONTRACTOR shall not
12 institute any modification without prior, written approval of ADMINISTRATOR.
13 The PSSF service categories are as follows:

14 2.1.1 Family Preservation: Family Preservation (FP) services
15 typically are designed to help families alleviate crises that might lead to
16 out-of-home placement of children; maintain the safety of children in their
17 own homes; and assist families in obtaining services and other supports
18 necessary to address their multiple needs in a culturally sensitive responsive
19 manner. FP services should comprise approximately twenty-five (25) percent of
20 the budget for total services. ~~FACT-funded s~~Services must address a minimum
21 of one (1) of the PSSF outcomes for each contracted service (as specified in
22 Subparagraph 2.2 below).

23 2.1.2 Family Support: Family Support (FS) services are
24 primarily community-based preventive activities designed to alleviate stress
25 and promote parental competencies and behaviors that will increase the ability
26 of families to successfully nurture their children; enable families to use
27 other resources and opportunities available in the community; and create
28 supportive networks to enhance child-rearing abilities of parents and help

1 compensate for the increased social isolation and vulnerability of families.
2 FS services should comprise approximately thirty-five (35) percent of the
3 budget for total services. ~~FACT-funded s~~Services must address a minimum of
4 one (1) of the PSSF outcomes for each contracted service (as specified in
5 Subparagraph 2.2 below).

6 2.1.3 Time-Limited Family Reunification: Time-Limited Family
7 Reunification (TLFR) are services and activities provided to a child who is
8 removed from the child's home and placed in a foster family home or a child
9 care institution. These services are also for the parents or primary
10 caregiver for the child, in order to facilitate the reunification of the child
11 safely and appropriately, ~~but only during the fifteen (15) month period that~~
12 ~~begins on the date the child is considered to have entered the dependency~~
13 ~~system~~ during the court ordered family reunification period. TLFR services
14 include individual, group, and family counseling; inpatient, residential, or
15 outpatient substance abuse treatment services; mental health services;
16 assistance to address domestic violence; temporary child care and therapeutic
17 services for families, including crisis nurseries; and transportation to and
18 from any of the above services. TLFR services should comprise approximately
19 twenty (20) percent of the budget for total services. ~~FACT-funded s~~Services
20 must address a minimum of one (1) of the PSSF outcomes for each contracted
21 service (as specified in Subparagraph 2.2 below).

22 2.1.4 Adoption Promotion and Support: Adoption Promotion and
23 Support (APS) services are designed to encourage more adoptions out of the
24 foster care system, when adoptions promote the best interest of children,
25 ~~including~~ and include such activities as pre- and post-adoptive services
26 designed to expedite the adoption process and support adoptive families. APS
27 services should comprise approximately twenty (20) percent of the budget for
28 total services. ~~FACT-funded s~~Services must address a minimum of one (1) of

1 the PSSF outcomes for each contracted service (as specified in Subparagraph
2 2.2 below).

3 2.2 ~~FACT-funded~~ Services must meet a minimum of one (1) of the
4 following PSSF outcomes for each contracted service:

5 2.2.1 Children are, first and foremost, protected from abuse and
6 neglect.

7 2.2.2 Children are safely maintained in their own homes whenever
8 possible and appropriate.

9 2.2.3 Children have permanency and stability in their living
10 situations.

11 2.2.4 The continuity of family relationships and connections is
12 preserved for children.

13 2.2.5 Families have enhanced capacity to provide for their
14 children's needs.

15 2.2.6 Children receive appropriate services to meet educational
16 needs.

17 2.2.7 Children receive adequate services to meet physical and
18 mental health needs.

19 2.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
20 modify workload standards as set forth in this Paragraph and as authorized by
21 COUNTY, without reducing the level of service to be provided by CONTRACTOR.

22 3. HOURS OF OPERATION

23 3.1 CONTRACTOR shall provide services during hours that are responsive
24 to the needs of the target population(s) as determined by ADMINISTRATOR. At a
25 minimum, CONTRACTOR shall provide services, Monday through Friday, from 8:00
26 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County
27 Board of Supervisors. However, CONTRACTOR is encouraged to provide services
28 on holidays, whenever possible.

1 3.2 COUNTY's holiday schedule is as follows: New Year's Day, Martin
2 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
3 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
4 Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior,
5 written approval from ADMINISTRATOR for any closure outside of COUNTY's
6 holiday schedule. Any unauthorized closure shall be deemed in material breach
7 of this Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

8 4. SERVICES

9 4.1 Comprehensive Case Management Team ~~(CMT)~~:

10 4.1.1 The Comprehensive Case Management Team consists of an
11 integrated multidisciplinary team comprised of three (3) or more persons
12 trained and qualified to provide services. The Comprehensive Case Management
13 Team is responsible for identifying the educational, health, or social service
14 needs of a child and child's family and for developing a plan to address these
15 needs as identified in Welfare and Institutions Code (WIC) section 18986.40.
16 In addition to the participation of the FRC partner agencies, local
17 Miscellaneous Order Number 534.3 specifies that multidisciplinary services
18 team composition include at least two (2) members from the following: Orange
19 County Probation Department, Orange County Health Care Agency, Orange County
20 Department of Education, Regional Center of Orange County, North Orange County
21 Regional Occupational Program, and Orange County Social Services Agency.

22 4.1.2 Children's Bureau of Southern California (CB) shall
23 coordinate with collaborative partners and provide Comprehensive ~~CMT~~ Case
24 Management Team services for families with and/or caregivers with of children
25 ages birth to eighteen (0-18) years, who are at-risk of abuse or neglect.
26 These include ~~and/or~~ low-income families, intact families, ~~and/or~~, foster
27 families, and/or families in the process of reunification, (hereinafter
28 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.1).

1 4.1.3 CB, in coordination with Family Resource Center (FRC)
2 partners, shall jointly provide Comprehensive ~~GMT~~ Case Management Team
3 services for a minimum of ninety (90) unduplicated PARTICIPANTS.
4 Comprehensive ~~GMT~~ Case Management Team services include, but are not limited
5 to: identifying the educational, health, or social service needs of a child,
6 and child's family; developing a plan to address these multiple needs; weekly
7 reviews; team assessment; arranging and coordinating appropriate services;
8 monitoring effectiveness of services; and evaluating the outcome of services,
9 and assigned bilingual clinician/intern, in conjunction with appropriate
10 partners, will utilize clinical skills and knowledge of the community in order
11 to access resources that are best suited to client's needs. Comprehensive ~~GMT~~
12 Case Management Team services shall include, but not be limited to, but not be
13 limited to, the following components:

14 4.1.3.1 Assessment: CB Family Advocate, CB FRC
15 Coordinator, and Comprehensive ~~GMT~~ Case Management Team shall complete a
16 comprehensive assessment of PARTICIPANTS' strengths and needs, treatment plan,
17 follow-up, and community resources available to PARTICIPANT. The FRC
18 Coordinator shall ensure the completion of a FaCT registration form, FaCT
19 consent form, and referral form.

20 4.1.3.2 Individualized Treatment Plan: On the basis of
21 the assessment, CB Family Advocate, CB FRC Coordinator, and Comprehensive ~~GMT~~
22 Case Management Team shall jointly develop an individualized treatment plan
23 with the PARTICIPANT that identifies priorities, desired outcomes, the
24 strategies and resources to be used in attaining the outcomes, follow up, and
25 termination.

26 4.1.3.3 Reassessment: CB Family Advocate, CB FRC
27 Coordinator and Comprehensive ~~GMT~~ Case Management Team shall jointly reassess
28 the PARTICIPANT's status, with input from collaborative partners, in a weekly

1 clinical review of cases. Comprehensive ~~CMT~~ Case Management Team meetings
2 shall provide weekly evaluations and assessment for PARTICIPANTS.

3 4.1.3.4 Termination: The Comprehensive ~~CMT~~ Case
4 Management Team shall terminate the case when the desired outcomes have been
5 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

6 4.1.4 CB and FRC Partners shall jointly provide Comprehensive
7 ~~CMT~~ Case Management Team services Monday through Friday ~~during FRC operating~~
8 ~~hours~~ from 8:30 - 5:00 continuously throughout the term of this Agreement.
9 Comprehensive ~~CMT~~ Case Management Team meetings shall be scheduled a minimum
10 of one (1) day per week for a minimum of one (1) hour in duration FRC
11 Coordinator shall facilitate Comprehensive ~~CMT~~ Case Management Team meetings.

12 4.1.5 CB and FRC Partners shall jointly provide Comprehensive
13 ~~CMT~~ Case Management Team services at FRC location.

14 4.1.6 CB and FRC Partners shall jointly measure progress by
15 ensuring PARTICIPANTS complete a FaCT registration form and a FaCT consent
16 form. Additionally, CB shall complete the FaCT standardized Case Management
17 Team Tracking and Outcomes Log.

18 4.1.7 CB and FRC Partners shall address the following PSSF
19 service categories: FP, FS, TLFR, and APS.

20 4.1.8 CB shall provide ~~Comprehensive CMT~~ qualified licensed or
21 license-eligible Counselor/Program Manager as the Comprehensive ~~CMT~~ Case
22 Management Team Facilitator staff to facilitate Comprehensive ~~CMT~~ Case
23 Management Team meetings as specified in Subparagraphs 11.5 of this Exhibit.

24 4.2 Group Counseling:

25 4.2.1 Human Options (HO) shall provide Group Counseling services
26 ~~for parents, foster parents, caregivers, and/or their~~ to children ages birth
27 to eighteen (0-18) years, who are ~~not Medi-Cal eligible and/or do not meet the~~
28 ~~Medi-Cal eligibility requirements for medical necessity and who~~ are at-risk

1 for of abuse and/or neglect, and/or their parents, foster parents (and their
2 children), and/or caregivers (and their children). Individuals may include:
3 those who are low-income; coming from intact families, and/or families
4 individuals in the process of reunification; those who may be experiencing a
5 crisis due to interpersonal conflicts, family crisis, difficult parenting
6 issues, challenging child needs, and/or traumatic loss (hereinafter referred
7 to as "PARTICIPANTS" for purposes of Subparagraph 4.2). These individuals are
8 not Medi-Cal eligible; and/or do not meet the Medi-Cal eligibility
9 requirements for medical necessity.

10 4.2.2 H0 shall provide Group Counseling services for a minimum
11 of forty (40) unduplicated PARTICIPANTS. Group Counseling services shall
12 include, but not be limited to, assess PARTICIPANT's needs, provide emotional
13 support, stabilize immediate crisis and develop goals for PARTICIPANTS,
14 address independent living skills, self-control, parenting issues, cycle of
15 abuse, victimization, enhance family dynamics, modify dysfunctional behaviors,
16 incorporate appropriate family roles and develop time limited goals for the
17 family and child in placement that are targeted to PARTICIPANTS' particular
18 reunification plans, if applicable and make appropriate linkages to all needed
19 treatment programs and social support systems, assist parent/caregivers with
20 proper parenting techniques, facilitate therapeutic exploration, discussion of
21 family issues impacting overall family functioning and establish reasonable
22 and attainable goals. The Bilingual Counselor and/or designee, as approved by
23 ADMINISTRATOR, shall attend the FRC's Comprehensive CMT Case Management Team
24 meetings. Services shall be provided in a culturally sensitive responsive
25 manner in English and Spanish as needed by PARTICIPANT.

26 4.2.3 H0 shall provide Group Counseling services continuously
27 throughout the term of this Agreement by appointment Monday through Friday
28 during FRC operating hours. H0 may also schedule evening hours at the request

1 of PARTICIPANTS. HO shall provide a minimum of six (6) Group Counseling
2 series at a minimum of ninety (90) minutes each session with a six (6) week
3 session minimum per series. Each session shall include a minimum of four (4)
4 and maximum of seven (7) PARTICIPANTS per group. FRC shall provide a phone
5 messaging system to record messages and post a sign with an emergency contact
6 name and telephone number for PARTICIPANTS who may call or visit the FRC after
7 hours.

8 4.2.4 HO shall provide Group Counseling services in a private
9 office space at the FRC, or other community locations, with advance written
10 approval by ADMINISTRATOR, provided location can accommodate the
11 confidentiality of the service.

12 4.2.5 HO shall measure progress by ensuring PARTICIPANTS
13 complete a FaCT registration form, FaCT consent form, and FaCT approved
14 assessment tools.

15 4.2.6 HO Group Counseling services shall address the following
16 PSSF service categories: FP, FS, TLFR, and APS.

17 4.2.7 HO shall provide qualified licensed/license-eligible
18 Bilingual Counselor staff as specified in Subparagraph 11.8 of this Exhibit.

19 4.3 Crisis Counseling:

20 4.3.1 HO shall provide individual or family Crisis Counseling
21 services for ~~parents, foster parents, caregivers, and/or their~~ to children
22 ages birth to eighteen (0-18) years, who are ~~not Medi-Cal eligible and/or do~~
23 ~~not meet the Medi-Cal eligibility requirements for medical necessity and who~~
24 are at-risk for ~~of~~ abuse and/or neglect, and/or their parents, foster parents
25 (and their children), and/or caregivers (and their children). Individuals may
26 include: those who are low-income; coming from intact families, and/or
27 families or individuals in the process of reunification; those who may be
28 experiencing a crisis due to interpersonal conflicts, family crisis, difficult

1 parenting issues, challenging child needs, and/or traumatic loss hereinafter
2 referred to unduplicated families for the purpose of "PARTICIPANTS" for
3 purposes of Subparagraph 4.3. These individuals are not Medi-Cal eligible;
4 and/or do not meet the Medi-Cal eligibility requirements for medical
5 necessity.

6 4.3.2 HO shall provide Crisis Counseling services for a minimum
7 of twenty-four (24) unduplicated PARTICIPANTS. Crisis Counseling services
8 shall include, but not be limited to, assessing PARTICIPANT's needs, provide
9 emotional support, stabilize immediate crisis and develop goals for
10 PARTICIPANTS, address independent living skills, self-control, parenting
11 issues, cycle of abuse, victimization, enhance family dynamics, modify
12 dysfunctional behaviors, incorporate appropriate family roles and develop time
13 limited goals for the family and child in placement that are targeted to
14 PARTICIPANTS' particular reunification plans, if applicable, and make
15 appropriate linkages to all needed treatment programs and social support
16 systems, assist parent/caregivers with proper parenting techniques, facilitate
17 therapeutic exploration, discussion of family issues impacting overall family
18 functioning and establish reasonable and attainable goals. The Bilingual
19 Counselor shall attend the FRC's Comprehensive ~~CMF~~ Case Management Team
20 meetings. Services shall be provided in a culturally sensitive responsive
21 manner in English and Spanish as needed by PARTICIPANT.

22 4.3.3 HO shall provide Crisis Counseling services ~~continuously~~
23 throughout the term of this Agreement by appointment Monday through Friday
24 during FRC operating hours. HO may also schedule evening hours at the request
25 of PARTICIPANTS. Counseling sessions shall be a minimum of fifty (50) minutes
26 in duration, or as clinically indicated by the clinician, and offered to
27 PARTICIPANTS on a weekly basis. HO shall provide a minimum of one (1)
28 counseling sessions and a maximum of four (4) sessions for each individual or

1 family. FRC shall provide a phone messaging system to record messages and
2 post a sign with an emergency contact name and telephone number for
3 PARTICIPANTS who may call or visit the FRC after hours.

4 4.3.4 HO shall provide Crisis Counseling services in a private
5 office space at the FRC, or other community locations, with advance written
6 approval by ADMINISTRATOR, provided location can accommodate the
7 confidentiality of the service.

8 4.3.5 HO shall measure progress by ensuring PARTICIPANTS
9 complete a FaCT registration form, FaCT consent form, and FaCT approved
10 assessment tools.

11 4.3.6 HO's Crisis Counseling services shall address the
12 following PSSF service categories: FP, FS, TLFR, and APS.

13 4.3.7 HO shall provide qualified licensed/license-eligible
14 Bilingual Counselor staff as specified in Subparagraph 11.8 of this Exhibit.

15 4.4 Family Advocacy/Case Management Support Services:

16 4.4.1 CB shall provide Family Advocacy/Case Management Support
17 (FACMS) services for at-risk, low-income intact, kinship, relative caregivers,
18 and/or foster and/or pre- and post-adoptive families with to children ages
19 birth through eighteen (0-18) years who are at-risk for abuse and/or neglect,
20 and/or their parents, foster parents (and their children), and/or caregivers
21 (and their children), pre- and post-adoptive families. Families may include:
22 those who are low-income; unemployed; underemployed; homeless families; and
23 those receiving child welfare services including families in the process of
24 reunification; or in the process of COUNTY adoption process; or those who may
25 be experiencing a crisis due to interpersonal conflicts, difficult parenting
26 issues, challenging child needs, and/or traumatic loss hereinafter referred to
27 as "PARTICIPANTS" for purposes of Subparagraph 4.4.

28 4.4.2 CB shall provide FACMS Family Advocacy/Case Management

1 Support services for a minimum of one hundred (100) unduplicated PARTICIPANTS.
2 Family Advocacy/Case Management Support (~~FACMS~~) services shall include, but
3 not be limited to, the following: conduct in-office or in-home assessment of
4 family strengths and needs; arrange, coordinate, monitor, evaluate, and
5 advocate for multiple services for families; link PARTICIPANTS to resources
6 services and opportunities; teach and empower PARTICIPANTS to access community
7 resources, and strengthen problem solving skills; development and
8 implementation of a service plan; building on and supporting family strengths
9 while identifying and linking families to resources and services; coordination
10 of services among service providers and ADMINISTRATOR's Social Workers;
11 monitor to assure PARTICIPANTS' needs are being met and goals are being
12 achieved; reassessment of needs as appropriate; and termination processes.
13 With PARTICIPANT permission, the Family Advocate or FRC Coordinator shall
14 refer PARTICIPANT to CONTRACTOR's Comprehensive ~~CM~~ Case Management Team
15 meetings to assist with mobilizing services in support of families receiving
16 Family Advocacy/Case Management Support (~~FACMS~~) services. ~~FACMS~~ Family
17 Advocacy/Case Management Support services shall be provided in a family
18 friendly, culturally responsive and affirming manner in English and Spanish as
19 needed by PARTICIPANT.

20 4.4.3 CB shall provide ~~FACMS~~ Family Advocacy/Case Management
21 Support services continuously throughout the term of this Agreement Monday
22 through Friday during FRC operating hours. CB shall provide short-term ~~FACMS~~
23 Family Advocacy/Case Management Support services for a minimum of thirty (30)
24 days or long-term ~~FACMS~~ Family Advocacy/Case Management Support services for a
25 minimum of sixty (60) days for each PARTICIPANT.

26 4.4.4 CB shall primarily provide ~~FACMS~~ Family Advocacy/Case
27 Management Support services in family's home, at the FRC, or at other
28 community locations as needed with advance written approval by ADMINISTRATOR.

1 4.4.5 CB shall measure progress by ensuring PARTICIPANTS
2 complete a FaCT registration form, FaCT consent form, and FaCT approved
3 assessment tools.

4 4.4.6 CB's ~~FACMS~~ Family Advocacy/Case Management Support
5 services shall address the following PSSF service categories: FP, FS, TLFR,
6 and APS.

7 4.4.7 CB shall provide qualified Family Advocate/Individual Case
8 Manager staff as specified in Subparagraph 11.2 of this Exhibit.

9 4.5 Parenting Education:

10 4.5.1 HO shall provide Parenting Education (~~PE~~) services for to
11 parents, ~~who are at-risk, low-income~~ foster parents and/or caregivers with of
12 children ages birth to eighteen (0-18) years who are at-risk for of child
13 abuse and or neglect. Parents may include: those who are low-income; coming
14 from intact families; dealing with poverty issues, child abuse issues,
15 domestic violence issues, unemployment, and/or teen pregnancy parent;
16 individuals in the process of reunification; those who may be experiencing a
17 crisis due to interpersonal conflicts, difficult parenting issues, challenging
18 child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS"
19 for purposes of Subparagraph 4.5).

20 4.5.2 HO shall provide PE Parenting Education services for a
21 minimum of fifteen (15) unduplicated PARTICIPANTS. PE Parenting Education
22 services shall: improve parenting skills; family functioning by teaching
23 parents/caregivers about child development (e.g., developmental expectations);
24 behavior management (e.g., discipline techniques); and coping skills (e.g.,
25 communication and stress management). PE Parenting Education topics shall
26 include, but not be limited to the following: address parent responsibilities;
27 provide psychologically based behavior principles; stress importance of
28 appropriate discipline and support; self-control; emotional regulation;

1 attachment and bonding from birth throughout childhood; difficulties inherent
2 throughout childhood; open and honest communication; praise and
3 acknowledgement; disruptive cycles of inappropriate parenting; healthy and
4 supportive parenting. PE Parenting Education services shall be provided in a
5 family friendly, culturally sensitive responsive and affirming manner in
6 English and Spanish as needed by PARTICIPANT.

7 4.5.3 HO shall provide a minimum of one (1) ~~annual~~ PE Parenting
8 Education series comprised of six (6) weekly classes. Each session shall be a
9 minimum of two (2) hours in duration. HO shall provide PE Parenting Education
10 services during the term of this Agreement from 8:30 a.m. to 5:00 p.m., Monday
11 through Friday, at dates and times convenient for PARTICIPANTS. HO shall
12 offer PE Parenting Education services at additional ~~times~~ hours and days based
13 on PARTICIPANT availability.

14 4.5.4 HO shall provide PE Parenting Education services at the
15 FRC and/or at other community locations, to be approved in advance and in
16 writing by ADMINISTRATOR.

17 4.5.5 HO shall measure progress by ensuring PARTICIPANTS
18 complete a FaCT registration form and FaCT approved assessment tools.

19 4.5.6 HO's PE Parenting Education services shall address the
20 following PSSF service categories: FP and FS.

21 4.5.7 HO shall provide qualified Parenting Educator staff as
22 specified in Subparagraph 11.11 of this Exhibit.

23 4.6 Parenting Education TLFR:

24 4.6.1 HO shall provide PE Parenting Education TLFR services ~~for~~
25 ~~to families who are at risk, low income parents and/or including caregivers~~
26 ~~with~~ of children ages birth to eighteen (0-18) years who are in the process of
27 reunification. TLFR parents may include: those who are low-income; at-risk
28 ~~for~~ of child abuse and or neglect; dealing with poverty issues child abuse

1 issues, domestic violence issues, unemployment, teen pregnancy parent; and/or
2 ~~family reunification process~~ those who may be experiencing a crisis due to
3 interpersonal conflicts, difficult parenting issues, challenging child needs,
4 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
5 of Subparagraph 4.6).

6 4.6.2 HO shall provide PE Parenting Education TLFR services for
7 a minimum of six (6) unduplicated PARTICIPANTS. PE Parenting Education TLFR
8 topics shall include, but not be limited to the following: address parent
9 responsibilities; provide psychologically based behavior principles; stress
10 importance of appropriate discipline and support; self-control; emotional
11 regulation; attachment and bonding from birth throughout childhood;
12 difficulties inherent throughout childhood; open and honest communication;
13 praise and acknowledgement; disruptive cycles of inappropriate parenting;
14 healthy and supportive parenting; monitor attendance and participation;
15 written report to County social workers; completion of pre- and post-test,
16 FaCT Assessment and Treatment Plan (A&TP), a County issued standard form; and
17 required termination reports with the number of sessions PARTICIPANT attended.
18 PE Parenting Education TLFR services shall be provided in a family friendly,
19 culturally sensitive responsive and affirming manner in English and Spanish as
20 needed by PARTICIPANT.

21 4.6.3 HO shall provide a minimum of one (1) ~~annual~~ PE Parenting
22 Education TLFR series comprised of a minimum of four (4) weekly classes. Each
23 session shall be a minimum of two (2) hours in duration. PE Parenting
24 Education TLFR services shall be offered during the term of this Agreement
25 from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times
26 convenient for PARTICIPANTS. HO shall offer PE Parenting Education TLFR
27 services at additional times based on PARTICIPANT availability.

28 4.6.4 HO shall provide PE Parenting Education TLFR services at

1 the FRC and/or at other community locations, to be approved in advance and in
2 writing by ADMINISTRATOR.

3 4.6.5 HO shall measure progress by ensuring PARTICIPANTS
4 complete a FaCT registration form and FaCT approved assessment tools.

5 4.6.6 HO's ~~PE~~ Parenting Education TLFR services shall address
6 the following PSSF service category: TLFR.

7 4.6.7 HO shall provide qualified Parenting Educator staff as
8 specified in Subparagraph 11.11 of this Exhibit.

9 4.7 Parenting Education Workshop APS:

10 4.7.1 HO shall provide Parenting Education Workshop (~~PEW~~) APS
11 services ~~for individuals who are at-risk, low-income parents and/or caregivers~~
12 ~~with~~ to parents including caregivers of children ages birth to eighteen (0-18)
13 years who are at-risk for child abuse and neglect. Parents may include: those
14 who are low-income; dealing with poverty issues, child abuse, domestic
15 violence, unemployment, teen pregnancy parent, adoption; those who may be
16 experiencing a crisis due to interpersonal conflicts, difficult parenting
17 issues, challenging child needs, and/or traumatic loss families in the
18 ~~process of reunification~~ (hereinafter referred to as "PARTICIPANTS" for
19 purposes of Subparagraph 4.7).

20 4.7.2 HO shall provide ~~PEW~~ Parenting Education Workshop APS
21 services for a minimum of twelve (12) unduplicated PARTICIPANTS. ~~PEW~~
22 Parenting Education Workshop APS services shall address attachment, bonding,
23 and traumatic loss issues. ~~PEW~~ Parenting Education Workshop APS services
24 topics shall include, but not be limited to the following: "Active Parent,"
25 "Straight Talk," "Love and Logic" and "Common Sense" curriculum
26 psychologically based behavior principles, including attachment, bonding and
27 traumatic loss issues, consequences, emotional reactivity, pro-activity in
28 planning child's growth process, modeling appropriate behaviors, limit setting

1 and boundaries, attachment and bonding, child development expectation and
2 milestones, behavioral management, effective praise, safety and prevention,
3 coping skills development, self-control, alcohol and substance abuse
4 awareness, self-esteem, parent roles, communication with adolescents, health,
5 nutrition, and responsible behavior. PEW Parenting Education Workshop APS
6 services shall be provided in a family friendly, culturally sensitive
7 responsive and affirming manner in English and Spanish as needed by
8 PARTICIPANT.

9 4.7.3 HO shall provide a minimum of one (1) ~~annual~~ PEW Parenting
10 Education Workshop APS and shall be a minimum of six (6) hours in duration.
11 HO shall provide PEW Parenting Education Workshop APS services ~~continuously~~
12 ~~throughout~~ during the term of this Agreement from 8:30 a.m. to 5:00 p.m.,
13 Monday through Friday, at dates and times convenient for PARTICIPANTS. HO
14 shall offer PEW Parenting Education Workshop APS after hours and on weekends
15 based on PARTICIPANT availability.

16 4.7.4 HO shall measure progress by ensuring PARTICIPANTS
17 complete a FaCT registration form and FaCT approved assessment tools.

18 4.7.5 HO's PEW Parenting Education Workshop APS services shall
19 address the following PSSF service categories: APS.

20 4.7.6 HO shall provide qualified Parenting Educator staff as
21 specified in Subparagraph 11.11 of this Exhibit.

22 4.8 Personal Empowerment Program (PEP):

23 4.8.1 HO shall provide PEP Personal Empowerment Program services
24 ~~for individuals who are at-risk, low-income~~ to parents and/or caregivers with
25 of children ages birth through eighteen (0-18) years who are at-risk ~~for~~
26 of child abuse ~~and~~ or neglect. Individuals may include: those who are low-income
27 or dealing with poverty issues; child abuse issues; domestic violence issues;
28 individuals in the COUNTY adoption process; or those who may be experiencing a

1 crisis due to interpersonal conflicts, difficult parenting issues, challenging
2 child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS"
3 for purposes of Subparagraph 4.8).

4 4.8.2 HO shall provide PEP Personal Empowerment Program services
5 for a minimum of forty (40) unduplicated PARTICIPANTS. PEP Personal
6 Empowerment Program series is comprised of a ten (10) week educational support
7 program designed to help battered victims break the cycle of domestic violence
8 through the following: education on the dynamics of domestic violence; effects
9 of violence on victims and their children; and to help battered victims
10 protect children who live in domestic violence homes. PEP Personal
11 Empowerment Program topics shall include, but not be limited to: safety
12 planning; boundaries; anger management; legal aspects of domestic violence;
13 work through denial; and maintain healthy relationships. PEP Personal
14 Empowerment Program services shall be provided in a family friendly,
15 culturally sensitive responsive and affirming manner in English and Spanish as
16 needed by PARTICIPANT.

17 4.8.3 HO shall provide PEP Personal Empowerment Program groups
18 ~~continuously throughout~~ during the term of this Agreement with a minimum of
19 four (4) groups. Each group shall be a minimum of two (2) hours in duration.
20 HO shall provide PEP Personal Empowerment Program services from 8:30 a.m. to
21 5:00 p.m., Monday through Friday, at dates and times convenient for
22 PARTICIPANTS. HO shall offer PEP Personal Empowerment Program services at
23 additional times based on PARTICIPANT availability.

24 4.8.4 HO shall provide PEP Personal Empowerment Program services
25 at the FRC and/or at other community locations, to be approved in advance and
26 in writing by ADMINISTRATOR.

27 4.8.5 HO shall measure progress by ensuring PARTICIPANTS
28 complete FaCT measurement tools.

1 4.8.6 HO's PEP Personal Empowerment Program services shall
2 address the following PSSF service categories: FP, FS and APS.

3 4.8.7 HO shall provide qualified PEP Personal Empowerment
4 Program Instructor staff as specified in Subparagraph 11.7 of this Exhibit.

5 4.9 PEP Personal Empowerment Program TLFR:

6 4.9.1 HO shall provide PEP Personal Empowerment Program TLFR
7 services ~~for individuals who are at-risk, low-income~~ to parents and/or
8 caregivers ~~with~~ of children ages birth through eighteen (0-18) years who are
9 at-risk of abuse or neglect. TLFR individuals may include: those who are low-
10 income or dealing with poverty issues, child abuse, domestic violence;
11 individuals in the process of reunification; individuals in the COUNTY
12 adoption process; or those who may be experiencing a crisis due to
13 interpersonal conflicts, difficult parenting issues, challenging child needs,
14 and/or traumatic loss (in the family reunification process hereinafter
15 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.9).

16 4.9.2 HO shall provide PEP Personal Empowerment Program TLFR
17 services for a minimum of five (5) unduplicated PARTICIPANTS. PEP Personal
18 Empowerment Program series is comprised of a ten (10) week educational support
19 program to help battered victims break the cycle of domestic violence through
20 the following: education on the dynamics of domestic violence; effects of
21 violence on victims and their children; and to help battered victims protect
22 children who live in domestic violence homes. Topics shall include, but not
23 be limited to, safety planning, boundaries, anger management, legal aspects of
24 domestic violence, work through denial, and maintain healthy relationships.
25 Additionally PEP Personal Empowerment Program TLFR shall require monitor
26 client attendance and participation; and provide verbal and/or written report
27 to County social workers. PEP Personal Empowerment Program TLFR services
28 shall be provided in a family friendly, culturally sensitive responsive and

1 affirming manner in English and Spanish as needed by PARTICIPANT.

2 4.9.3 HO shall provide ~~PEP~~ Personal Empowerment Program TLFR
3 groups ~~continuously throughout~~ during the term of this Agreement. Each ~~group~~
4 class shall be a minimum of two (2) hours in duration. ~~It~~ HO shall provide
5 ~~PEP~~ Personal Empowerment Program TLFR services from 8:30 a.m. to 5:00 p.m.,
6 Monday through Friday, at dates and times convenient for PARTICIPANTS. ~~PEP~~
7 Personal Empowerment Program TLFR services shall be offered at additional
8 times based on PARTICIPANT availability.

9 4.9.4 HO shall provide ~~PEP~~ Personal Empowerment Program TLFR
10 services at the FRC and/or at other community locations, to be approved in
11 advance and in writing by ADMINISTRATOR.

12 4.9.5 HO shall measure progress by ensuring PARTICIPANTS
13 complete FaCT measurement tools.

14 4.9.6 HO's ~~PEP~~ Personal Empowerment Program TLFR services shall
15 address the following PSSF service category: TLFR.

16 4.9.7 ~~It~~ HO shall provide qualified ~~PEP~~ Personal Empowerment
17 Program Instructor staff as specified in Subparagraph 11.7 of this Exhibit.

18 4.10 Community Resource Services:

19 4.10.1 Raise Foundation (RF) shall provide Community Resource
20 Services ~~(CRS) for at-risk, low-income~~ to the following: parents and/or
21 caregivers and their children ages birth to eighteen (0-18) years who are at-
22 risk of abuse or neglect; ~~or~~ those who are low-income or dealing with poverty
23 issues hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph
24 4.10.

25 4.10.2 RF shall provide ~~CRS~~ Community Resource Services for a
26 minimum of ~~one thousand two hundred (1200)~~ two thousand (2,000) unduplicated
27 PARTICIPANTS. ~~CRS~~ Community Resource Services shall include, but not be
28 limited to the following: an assessment of need; referral to emergency

1 housing; emergency food; family counseling; child care; substance abuse
2 counseling and treatment; parenting training; utility assistance; health and
3 mental health treatment; education and job training; legal aid; youth academic
4 and recreation services; linkages to a wide range of community services;
5 general family support; family advocacy; case management team; parenting
6 services; treatment services; domestic violence; basic needs; and many other
7 services based on client needs. The FRC shall be required to partner with
8 other County and local community resource services providers. ~~CRS~~ Community
9 Resource Services shall be provided in a family friendly, culturally sensitive
10 responsive and affirming manner in English and Spanish as needed by
11 PARTICIPANT.

12 4.10.3 RF shall provide ~~CRS~~ Community Resource Services Monday
13 through Friday from 8:30 a.m. to 5:00 p.m., continuously throughout the term
14 of this Agreement. FRC shall provide a phone messaging system to record
15 messages during all other times.

16 4.10.4 RF shall provide ~~CRS~~ Community Resource Services at FRC
17 locations.

18 4.10.5 RF shall measure progress by completing FaCT measurement
19 tools.

20 4.10.6 RF's ~~CRS~~ Community Resource Services shall address the
21 following PSSF service categories: FP, FS, TLFR, and APS.

22 4.10.7 RF shall provide qualified ~~CRS~~ Community Resource Services
23 Specialist as specified in Subparagraph 11.13 of this Exhibit.

24 4.11 Life Skills Workshops:

25 4.11.1 CB, through a subcontractor, CB staff, or partner
26 agencies, shall provide Life Skills Workshops (LSW) services to at-risk
27 parents, foster parents, and ~~for~~ caregivers of, ~~and/or~~ their children ages
28 birth to eighteen (0-18) years ~~of age~~ who are at risk for abuse or neglect. ~~in~~

1 the community Individuals may include: those who are low-income; dealing with
2 poverty issues, domestic violence, teen parent, receiving child welfare
3 services including families in the process of reunification or COUNTY adoption
4 process; and/or those who may be experiencing a crisis due to interpersonal
5 conflicts, difficult parenting issues, challenging child needs, and/or
6 traumatic loss; have been identified by ADMINSTRATOR and referred to
7 CONTRACTOR as potential risk for child abuse or neglect; and/or those referred
8 by FRC staff and partners, (hereinafter referred to as "PARTICIPANTS" for
9 purposes of Subparagraph 4.11).

10 4.11.2 CB, through a subcontractor, CB staff, or partner agency,
11 shall provide a LSW Life Skills Workshop for a minimum of ~~seventy (70)~~ eight
12 (8) PARTICIPANTS. LSW Life Skills Workshop services shall include, but not
13 limited to the following: self-esteem and character building, increased coping
14 skills and family coherence, family building and bonding, children and teen
15 issues facing youth, stress management, and impact of family trauma, child
16 abuse and domestic violence. Life skills workshop services shall be provided
17 in a family friendly, culturally responsive, and life affirming manner in
18 English and Spanish as needed by PARTICIPANTS.

19 4.11.3 CB, through a subcontractor, CB staff, or partner
20 agencies, shall provide ~~five (5)~~ one (1) LSW Life Skills Workshop Monday
21 through Friday during FRC operating hours, and/or on evenings as required by
22 PARTICIPANTS, continuously throughout during the term of this Agreement. Each
23 LSW Life Skills Workshop shall be a minimum of two (2) hours in duration. CB
24 shall provide childcare to PARTICIPANTS of the LSW Life Skills Workshop as
25 needed or required.

26 4.11.4 CB, through a subcontractor, CB staff, or partner
27 agencies, shall provide LSW Life Skills Workshop at the FRC and/or at other
28 community locations, to be approved in advance and in writing by

1 ADMINISTRATOR.

2 4.11.5 CB, through a subcontractor, CB staff, or partner
3 agencies, shall measure progress by ensuring PARTICIPANTS complete the Group
4 Services Tracking Log and FaCT Services Sign-In Sheet.

5 4.11.6 CB's subcontracted LSW Life Skills Workshop service shall
6 address the following PSSF service categories: FP, FS, TLFR, and APS.

7 4.11.7 CB, through a subcontractor, CB staff, or partner
8 agencies, shall provide qualified Life Skills consultant who is able to
9 address specific Life Skills topic areas to be approved in advance and in
10 writing by ADMINISTRATOR.

11 4.12 Differential Response Family Advocacy:

12 4.12.1 CB shall provide Differential Response (DR) Family
13 Advocacy (FA) services ~~for at-risk,~~ to the following: families with children
14 ages birth through eighteen (0-18) years, who have been identified by
15 ADMINISTRATOR and referred to CONTRACTOR as potential risks for child abuse
16 and/or neglect (hereinafter referred to as "PARTICIPANTS" for purposes of
17 Subparagraph 4.12).

18 4.12.2 CB shall provide DR FA Family Advocacy services for a
19 minimum of seventy-five (75) unduplicated PARTICIPANTS. DR FA Family Advocacy
20 services shall focus on a family centered approach to maintain children safely
21 in the home; reduce entry into the child welfare system; serve as a support to
22 families while in crisis; and provide assistance to PARTICIPANTS in accessing
23 community resources. DR FA Family Advocacy services shall be provided in a
24 family friendly, culturally sensitive responsive and affirming manner in
25 English and Spanish as needed by PARTICIPANT.

26 4.12.3 CB shall provide a minimum of one (1) in-home DR FA Family
27 Advocacy visit and one (1) phone call per family. DR FA Family Advocacy
28 services shall be provided continuously throughout the term of this Agreement

1 Monday through Friday during FRC operating hours. CB shall provide DR FA
2 Family Advocacy services for a minimum of thirty (30) days for each
3 PARTICIPANT.

4 4.12.4 CB shall primarily provide DR FA Family Advocacy services
5 in family's home, at the FRC, or at other community locations as needed with
6 advance written approval by ADMINISTRATOR.

7 4.12.5 CB shall measure progress by ensuring PARTICIPANTS
8 complete a FaCT registration form, FaCT consent form, and FaCT approved
9 assessment tools.

10 4.12.6 CB's DR FA Family Advocacy services shall address the
11 following PSSF service categories: FP.

12 4.12.7 CB shall provide qualified DR Family Advocate staff as
13 specified in Subparagraph 11.3 of this Exhibit.

14 4.13 ~~Differential Response~~ DR In-Home Family Support:

15 4.13.1 CB shall provide DR In-Home Family Support (~~DR IHFS~~)
16 services ~~for at-risk,~~ to the following: families with children ages birth
17 through eighteen (0-18) years, who have been identified by ADMINISTRATOR and
18 referred to CONTRACTOR as potential risks for child abuse and/or neglect
19 (hereinafter referred to as "PARTICIPANTS" for purposes of purposes of
20 Subparagraph 4.13).

21 4.13.2 CB shall provide DR ~~IHFS~~ In-Home Family Support services
22 for a minimum of sixty (60) unduplicated PARTICIPANTS. DR ~~IHFS~~ In-Home Family
23 Support services shall address positive parenting skills, discipline, child
24 development, child health and safety, assess family needs; stabilize immediate
25 crisis; increase coping skills and family cohesiveness; reduce exposure to
26 violence; and improve communication skills. DR ~~IHFS~~ In-Home Family Support
27 services shall be provided in a family friendly, culturally sensitive
28 responsive and affirming manner in English and Spanish as needed by

1 PARTICIPANT.

2 4.13.3 CB shall provide a minimum of four (4) weeks and maximum
3 of six (6) weeks of DR ~~IHFS~~ In-Home Family Support per family. DR ~~IHFS~~ In-
4 Home Family Support services shall be provided continuously throughout the
5 term of this Agreement Monday through Friday during FRC operating hours.

6 4.13.4 CB shall primarily provide DR ~~IHFS~~ In-Home Family Support
7 services in family's home, at the FRC, or at other community locations as
8 needed with advance written approval by ADMINISTRATOR.

9 4.13.5 CB shall measure progress by ensuring PARTICIPANTS
10 complete a FaCT registration form, FaCT consent form, and FaCT approved
11 assessment tools.

12 4.13.6 CB's DR ~~IHFS~~ In-Home Family Support services shall address
13 the following PSSF service categories: FP.

14 4.13.7 CB shall provide qualified DR In-Home Family Specialist
15 staff as specified in Subparagraph 11.4 of this Exhibit.

16 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

17 5.1 In addition to providing the services described in Paragraph 2.3
18 of this Exhibit A, CONTRACTOR agrees to:

19 5.1.1 Provide ADMINISTRATOR a detailed marketing plan for each
20 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

21 5.1.2 Actively engage the community including local residents,
22 faith-based groups, businesses, public and private organizations, civic
23 groups, and others in the planning and implementation of services that promote
24 the well-being, safety, and permanency of children, families and communities.

25 ~~5.1.3 Be community based and maximize opportunities to provide~~
26 ~~integrated, coordinated and easily accessible resources for families that~~
27 ~~assure the successful linkage of program participants with needed services.~~

28 ~~5.1.4 Affirm families' cultural, ethnic, and linguistic~~

1 ~~identities and enhance their ability to function in a multicultural society.~~

2 ~~5.1.5 Be outcome driven and identify indicators that accurately~~
3 ~~reflect progress towards stated goal(s).~~

4 ~~5.1.6 Employ program strategies based on principles that have~~
5 ~~been demonstrated to be effective with the target population to be served.~~

6 ~~5.1.7 Identify and address family and child abuse issues in the~~
7 ~~community with an emphasis on prevention, early intervention, and permanency.~~

8 ~~5.1.8 Identify and address substance abuse problems, including~~
9 ~~prevention and access to intervention strategies.~~

10 5.1.9 Demonstrate the ability, now and in the future, to
11 integrate multiple public, private, and collaborative partner funding sources.

12 5.2 CONTRACTOR shall develop and maintain a Governance Structure
13 document outlining resource sharing, accountability, decision-making
14 strategies, and a conflict resolution plan. The Governance Structure shall
15 include, but not be limited to, the addition and/or deletion of any partner
16 agency, change of designated fiscal agent, ongoing community input and
17 involvement, principles of collaboration, and voting quorum (including what
18 constitutes a quorum).

19 5.3 CONTRACTOR's FRC Coordinator shall participate in meetings, to be
20 held not more than once per month, of all FaCT FRC Program Coordinators for
21 the purpose of information sharing, joint problem solving, identification of
22 Best Practices, development of common approaches to case management and
23 intake, training, and other related matters. ADMINISTRATOR will provide
24 CONTRACTOR with detailed information regarding meeting date(s) and
25 location(s).

26 5.4 CONTRACTOR shall develop a Community Engagement Advisory Committee
27 (CEAC) that shall meet a minimum of quarterly during the term of this
28 Agreement. CEAC shall develop and advance a community agenda to affect

1 community level change. The FRC will maintain a roster and a copy of minutes
2 for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary,
3 depending on the specific goals of, and the services to be provided by the
4 FRC. The CEAC shall consist of community members such as parents, youths,
5 teachers, school community liaisons, businesses professionals, religious
6 community leaders, law enforcement, human and health service professionals,
7 and city representatives. CEAC shall assess, survey, and identify community
8 strengths and needs to advocate for FRC services to meet community need on an
9 annual basis; develop parent and youth leadership; and engage business
10 community to provide tangible support and leadership. The FRC shall provide
11 staff and volunteer coordination to develop and support CEAC.

12 5.5 Appropriate CONTRACTOR staff shall participate in all required
13 training identified by ADMINISTRATOR, including, but not limited to,
14 management information system, FRC Program Coordinator's role in the FRC, and
15 other FRC responsibilities and activities. ADMINISTRATOR will provide
16 CONTRACTOR with detailed information regarding meeting date(s) and
17 location(s).

18 5.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures for
19 reporting any special incidents that occur during CONTRACTOR's performance of
20 duties under this Agreement, involving CONTRACTOR's staff, participants,
21 and/or property.

22 5.7 Human Options (HO) shall provide child care services at the FRC to
23 children of parents attending FRC programs Monday through Friday during FRC
24 operating hours, and on evenings and weekends as required by PARTICIPANTS.
25 ~~continuously throughout the term of this Agreement.~~ HO shall provide a
26 qualified Child Care Activity Leader as specified in Subparagraph 11.7 of this
27 Exhibit. HO shall provide a minimum of two hundred fifty (250) hours of child
28 continuously throughout the term of this Agreement.

1 6. FACILITIES

2 Administrative services under this Agreement shall be provided at:

3 Corbin Family Resource Center
4 c/o Children's Bureau of Southern California
5 2215 West McFadden Avenue, Suite G
6 Santa Ana, CA 92704

7 Home Based Services will be provided in the homes of PARTICIPANTS
8 referred for service.

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

12 7. REPORTS

13 CONTRACTOR shall prepare and submit written reports regarding each
14 participant to ADMINISTRATOR's FaCT Program Coordinator including, but not
15 limited to, the following information:

- 16 7.1 Family identifier;
- 17 7.2 Family member identifier;
- 18 7.3 Ethnicity;
- 19 7.4 Date of birth;
- 20 7.5 Sex;
- 21 7.6 Referral reason(s);
- 22 7.7 Services recommended;
- 23 7.8 Services provided;
- 24 7.9 Date services delivery begins;
- 25 7.10 Date service delivery ends;
- 26 7.11 Status indicators (e.g., previous abuse reports, existing health
27 problems, etc.);
- 28 7.12 Primary language spoken;

1 7.13 PSSF service outcomes as identified in Paragraph 2 of this
2 Exhibit; and,

3 7.14 PSSF service category as identified in Paragraph 2 of this
4 Exhibit.

5 7.15 Reports shall be prepared in a format approved in writing by
6 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and
7 Social Services Agency (SSA) Contract Administrator by the twentieth (20th)
8 day of each month for the preceding month of services.

9 7.16 CONTRACTOR shall complete registration forms and attendance sheets
10 for every service delivered to participant(s) unless specifically exempted by
11 ADMINISTRATOR.

12 7.17 CONTRACTOR shall complete the FaCT standardized Marketing Outreach
13 Log and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10)
14 calendar days following the end of each quarter.

15 7.18 CONTRACTOR shall provide information deemed necessary by
16 ADMINISTRATOR to complete any state-required reports related to the services
17 provided under this Agreement.

18 8. UTILIZATION REVIEW

19 8.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's
20 request at CONTRACTOR's facility identified in Paragraph 6 of this Exhibit A,
21 to review and evaluate a random selection of PARTICIPANT case records. The
22 review shall include, but is not limited to, an evaluation of the necessity
23 and appropriateness of services provided and length of services. PARTICIPANT
24 cases to be reviewed shall be randomly selected by ADMINISTRATOR.

25 8.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
26 differences of opinion regarding the necessity and appropriateness of services
27 and length of services, the dispute shall be submitted to COUNTY's Director of
28 Children and Family Services for final resolution.

1 9. SUSTAINABILITY

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

5 9.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order
6 to pursue long-term sustainability of CONTRACTOR's FaCT collaborative
7 programs. This includes, but is not limited to, participation in the
8 following:

9 9.1.1 Assessment of long-term need for and reasonableness of
10 FaCT collaborative programs;

11 9.1.2 Training programs developed by or for FaCT;

12 9.1.3 Outreach activities initiated by FaCT staff or FaCT
13 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

14 9.1.4 Research of other public/private funding sources and
15 opportunities;

16 9.1.5 Pursuit of linkages with other partners, as appropriate;
17 and,

18 9.1.6 Development of marketing and community education materials
19 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

20 9.2 CONTRACTOR agrees to cooperate in these efforts, as well as
21 independently pursue opportunities to improve sustainability of their
22 collaborative program. Independent activities may include activities
23 identified above as well as grant writing, and engaging in collaborative
24 agreements with other integrated service initiatives.

25 9.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain
26 CONTRACTOR's FaCT collaborative program by including written progress reports
27 in FaCT measurement tools reports.

28 ///

10. BUDGET

The budget for services provided pursuant to Exhibit A of this Agreement shall span ~~thirty-six (36)~~ twelve (12) months and is set forth as follows:

BUDGET FOR PERIOD OF JULY 1, 2014 THROUGH JUNE 30, 2015:

<u>LINE ITEMS:</u>		Maximum	
		Hourly	Annual
<u>SALARIES:</u>	<u>FTE</u> ⁽¹⁾	<u>Rate</u> ⁽²⁾	<u>Budget</u>
<u>Children's Bureau (CB)</u>			
FRC Coordinator/Supervisor (Service 4.1 Admin.)	1.00	\$27.04	\$ 56,243
Family Advocate/Individual Case Manager (Service 4.4)	1.00	18.16	37,779
Comprehensive CMT Case Management Team Facilitator/Program Manager (Service 4.1)	0.0454	37.07	<u>3,500</u>
SUBTOTAL CB SALARIES:			\$ 97,522
CB Benefits (25%) ⁽³⁾			<u>24,381</u>
SUBTOTAL CB SALARIES AND BENEFITS:			\$121,903
<u>Raise Foundation (RF)</u>			
CRS Community Resource Services Specialist (Service 4.10)	1.00	\$15.30	\$ 31,824
Program Supervisor (Admin.)	0.025	21.00	1,092
Accountant/Bookkeeper (Admin.)	0.025	20.00	<u>1,040</u>
SUBTOTAL RF SALARIES:			\$ 33,956
RF Benefits (20%) ⁽³⁾			<u>6,791</u>
SUBTOTAL RF SALARIES AND BENEFITS:			\$ 40,747
<u>Human Options (HO)</u>			
Bilingual Counselor (Services 3.2 - 4.3)	0.35	\$27.00	\$ 19,656
Program Supervisor/Director (Admin.)	0.05	26.50	2,756

1	Administrative Assistant (Admin.)	0.025	14.00	728
2	Parenting Educator (Services 4.5 - 4.7)	0.025	27.00	1,404
3	Clinical Supervisor (Admin.)	0.025	37.00	<u>1,924</u>
4	SUBTOTAL HO SALARIES:			\$ 26,468
5	HO Benefits (16%) ⁽³⁾			<u>4,235</u>
6	SUBTOTAL HO SALARIES AND BENEFITS:			\$ 30,703
7	SUBTOTAL ALL SALARIES AND BENEFITS:			\$193,353
8	<u>SERVICES AND SUPPLIES:</u>			
9	CB - Program Expenses			\$ 901
10	CB - Emergency Assistance Expenses ⁽⁹⁾			200
11	CB - CEAC Meeting (Subparagraph 5.4)			<u>200</u>
12	CB - Life Skills Expenses (Service 4.11) ⁽⁷⁾			<u>1</u>
13				<u>201</u>
14	RF - Program Expenses			500
15	HO - Program Expense			721
16	HO - PEP Personal Empowerment Program Classes (Service 4.8 - 4.9)			6,000
17	HO - Child Care ⁽⁸⁾			<u>3,370</u>
18	SUBTOTAL SERVICES AND SUPPLIES:			\$ 12,093
19	<u>OPERATING EXPENSES:</u>			
20	CB - Administrative Office Expenses			\$ <u>637</u>
21	CB - Equipment Lease/Rental			500
22	CB - Computer/Printer/Fax			<u>1</u>
23	CB - Telephone/DSL/Internet			2,500
24	CB - Mileage/Parking ^(4 & 5)			1,200
25	CB - Facilities/Lease/Utilities			1,500
26	CB - Computer and Equipment Maintenance			<u>101</u>
27	CB - Staff Training			<u>50</u>
28	CB - Courier/Postage Expense			<u>50</u>

1	RF - Staff Training			100
2	RF - Mileage ^(4 & 5)			400
3	RF - Telephone/DSL/Internet/IT Technical Support			100
4	RF - Recruitment			100
5	RF - Administrative Office Expenses			353
6	HO - Mileage ^(4 & 5)			387
7	HO - Telephone			330
8	HO - Staff Training			118
9	HO - Office Expenses			<u>868</u>
10	SUBTOTAL Operating Expenses:			\$ 9,294
11	<u>INDIRECT COSTS:</u>			
12	CB - Indirect Cost ⁽⁶⁾			\$ 870
13	CB - Insurance			30
14	RF - Insurance			100
15	RF - Audit			100
16	HO - Liability Insurance			400
17	HO - Indirect Cost ⁽⁶⁾			<u>3,760</u>
18	SUBTOTAL INDIRECT COSTS:			\$ 5,260
19	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES,			
20	OPERATING EXPENSES AND INDIRECT COSTS:			\$220,000
21				
22	<u>DIFFERENTIAL RESPONSE (DR) PROGRAM:</u>			
23	<u>CB - DR SALARIES:</u>			
24	DR Family Advocate (Service 4.12)	1.00	\$19.90	\$ <u>41,392</u>
25	DR In-Home Family Specialist (Service 4.13)	1.00	19.90	<u>41,392</u>
26	DR Program Manager (Admin.)	0.0413	37.07	<u>3,184</u>
27	SUBTOTAL CB DR SALARIES:			\$ 85,968
28	DR Benefits (24.998%) ⁽³⁾			<u>21,490</u>

1	SUBTOTAL CB DR SALARIES AND BENEFITS:	\$107,458
2	<u>CB DR PROGRAM SERVICES AND SUPPLIES:</u>	
3	CB - DR Courier/Postage Expenses	\$ 50
4	CB - DR Administrative Office Expenses	701
5	CB - DR Program Expenses	661
6	CB - DR Family Stabilization ⁽¹⁰⁾	500
7	CB - DR Telephone/DSL/Internet	2,040
8	CB - DR Mileage/Parking ^(4 & 5)	<u>2,000</u>
9	SUBTOTAL DR SERVICES AND SUPPLIES	\$ 5,952
10	<u>CB DR PROGRAM OPERATING EXPENSES:</u>	
11	CB - DR Lease/Utilities	\$ 50
12	CB - DR Computer and Equipment Maintenance	20
13	CB - DR Computer/Printer/Fax	10
14	CB - DR Computer Maintenance	10
15	CB - DR Staff Training	25
16	CB - DR Indirect Cost ⁽⁶⁾	<u>25</u>
17	SUBTOTAL CB DR OPERATING EXPENSES:	\$ 130
18	SUBTOTAL CB DR SALARIES, BENEFITS, SERVICES, SUPPLIES AND	
19	OPERATING EXPENSES:	\$113,540
20	MAXIMUM COUNTY OBLIGATION:	\$333,540

22 ⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the
23 amount of time (stated as a percentage) the position will be providing
24 services under the terms of this Agreement. This percentage is based upon a
25 40-hour work week. For salaried employees, FTE is defined as the amount of
26 time (stated as a percentage) the position will be paid for under the terms of
27 this Agreement, regardless of the number of hours actually worked.

28 ⁽²⁾ Maximum hourly rate which will be permitted during the term of this

1 Agreement; employees may be paid at less than maximum rate.

2 (3) Medical, long-term disability, retirement, pension, employee
3 assistance, FICA, SUI, Workers' Compensation and vacation accrual.

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

5 (5) Travel costs will be in accordance with Title 41 CFR Chapter 301,
6 Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must
7 be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for
8 actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter
9 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid
10 to employees for meals and incidental expenses incurred during travel up to
11 the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

12 (6) ~~CB's~~ Indirect costs include overhead, insurance and/or independent
13 audit expenses.

14 (7) CB shall allocate a minimum of two hundred ~~forty four (\$244)~~ (\$200)
15 dollars, to the provision of Life Skills services during the term of this
16 Agreement. Life Skills allowable costs shall include expenses directly
17 related to the provision of Life Skills services.

18 (8) HO shall use this funding for child care services as described
19 herein. Allowable costs include direct child care services and purchases of
20 supplies and snacks directly related to child care services; activities and
21 games. All purchases for child care supplies must be requested in advance and
22 in writing for approval by ADMINISTRATOR. Child Care services shall be
23 reimbursed based on actual hours worked. Child Care Activity Leader position
24 does not include any benefits.

25 (9) CONTRACTOR shall use Emergency Assistance Funds to meet basic needs
26 of clients in support of services as described herein. Allowable costs
27 include emergency food, emergency clothing, diapers, medicine, bus tickets to
28 access services, safety items, one-time rent payment assistance, and one-time

1 utility payment assistance. Other allowable costs are to be approved in
2 advance and in writing by ADMINISTRATOR. All purchases from Emergency
3 Assistance Funds in excess of one hundred (\$100) dollars per client must be
4 requested in advance and in writing for approval by ADMINISTRATOR. CONTRATOR
5 shall research available community resource options prior to approving
6 expenditures.

7 (10) CONTRACTOR shall use DR Family Stabilization funds to meet basic
8 needs of DR clients in order to stabilize an immediate crisis in support of
9 services as described herein. Allowable costs include emergency food,
10 emergency clothing, diapers, medicine, bus tickets to access services, safety
11 items, one-time rent payment assistance, and one-time utility payment
12 assistance. All purchases for DR Family Stabilization funds in excess of one
13 hundred (\$100) dollars per DR client must be requested in advance and in
14 writing for approval by ADMINISTRATOR. CONTRACTOR shall research available
15 community resources prior to approving expenditures.

16 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
17 notice, to add, delete or modify line items and/or amounts and/or the number
18 and type of FTE positions without changing COUNTY's maximum obligation as
19 stated in Subparagraph 20.1 of this Agreement or reducing the level of service
20 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3
21 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
22 as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually
23 agree in writing to proportionately reduce the service goals as set forth in
24 this Exhibit.

25 11. STAFF

26 CB shall provide the following described staff positions:

27 11.1 FRC Coordinator/Supervisor:

28 11.1.1 Duties: Perform a variety of administrative functions;

1 coordinate service providers; supervise FRC staff including DR staff; oversee
2 day-to-day FRC operations; compile statistical and financial data for various
3 reports; facilitate CEAC community involvement; coordinate governance and
4 policy procedure development; coordinate staff training opportunities; prepare
5 and monitor program budget; market FRC services within the community; provide
6 outreach; respond to public inquires on FRC services, procedures, operations,
7 and regulations; facilitate FRC and staff meetings; complete all required
8 documentation; attend all required meetings and trainings; and perform related
9 duties as assigned.

10 11.1.2 Qualifications: ~~Master's degree is preferred;~~ Bachelor's
11 degree (or Master's degree preferred) in social work, sociology, psychology,
12 or related field from an accredited university; and two (2) years of
13 experience working with at-risk families and the community; ~~or four (4) years~~
14 ~~of experience working with at risk families and the community;~~ knowledge of
15 the child welfare system; capable of relating well to individuals from diverse
16 backgrounds and cultures, varied income, and education levels; supervisory
17 experience in management; demonstrated ability to work successfully in a
18 collaborative environment; attention to detail; computer competency. A
19 minimum of four (4) years of experience working with at-risk families and the
20 community may substitute for the required Bachelor's degree and two (2) years
21 of experience. Possess proficient written and verbal English skills is
22 required and ~~computer literate.~~ bilingual in English/Spanish is preferred.

23 11.2 Family Advocate/Individual Case Manager:

24 11.2.1 Duties: Assess needs and assist families in crisis to
25 access resources to meet needs, including court ordered families to facilitate
26 family reunification; coordinate information for PARTICIPANT referrals;
27 participate in Comprehensive ~~GMT~~ Case Management Team meetings; follow up on
28 PARTICIPANT's progress; help alleviate barriers to accessing services; compile

1 and maintain records; prepare reports; collect and input data into FaCT
2 database; and attend all required meetings and trainings.

3 11.2.2 Qualifications: Bachelor's degree in human services or
4 related field from an accredited university; knowledge of the child welfare
5 system and one (1) year of community experience working directly with families
6 in crisis and the community is preferred. ~~or~~ A minimum of three (3) years of
7 community experience may substitute for the required Bachelor's degree and two
8 (2) years of experience. ~~working directly with families in crisis in the~~
9 ~~human services or related field~~; Proficiency in English and bilingual in
10 Spanish is required.

11 11.3 DR Family Advocate:

12 11.3.1 Duties: Provide DR family advocacy services; assess
13 PARTICIPANTS needs; provide one-on-one support with PARTICIPANT's consent;
14 assist families in crisis to access resources to meet needs; participate in
15 Comprehensive ~~CMT~~ Case Management Team meetings; assist PARTICIPANTS with
16 completion of paperwork or forms; coordinate information for PARTICIPANT
17 referrals; ensure PARTICIPANTS access services; follow up with PARTICIPANTS
18 needed and perform home, school, and other community site visits as needed;
19 work closely with FRC partners and COUNTY social workers, participate in
20 Comprehensive ~~CMT~~ Case Management Team Meetings; coordinate with other service
21 providers providing services to PARTICIPANT; compile, prepare and submit data
22 and reports as required by County; maintain records; collect and input data
23 into FaCT database; and attend all required meetings and trainings.

24 11.3.2 Qualifications: Bachelor's degree in social work, human
25 services or related field from an accredited university; one (1) year of
26 community experience working with children and families; excellent verbal and
27 written communication skills. Proficiency in English and bilingual in Spanish
28 required.

1 11.4 DR In-Home Family Specialist:

2 11.4.1 Duties: Provide DR in-home family support services;
3 parent education; resource brokering; coordinate with multiple service
4 providers to prevent abuse and out of home placement; provide DR crisis
5 intervention including assessment and stabilization of immediate crisis and
6 resource linkage, prepare and submit data and reports as required by
7 ADMINISTRATOR; and attend all required meetings and trainings.

8 11.4.2 Qualifications: Master's degree in social work or related
9 field from an accredited university is preferred; Bachelor's degree in social
10 work or related field from an accredited university; two (2) years experience
11 working with children and families; possess excellent verbal and written
12 communication skills, ability to work in a multicultural environment; and a
13 valid California "Class C" driver's license is required. Bilingual in Spanish
14 and proficiency in English is required.

15 11.5 Comprehensive GMF Case Management Team Facilitator/Program
16 Manager:

17 11.5.1 Duties: Legally responsible for ensuring the team and/or
18 staff members follow up on all mandated reporting requirements; check
19 attendance of required Comprehensive GMF Case Management Team; ensure
20 confidentiality and/or release forms are signed and maintained; possess a
21 thorough understanding of the laws of confidentiality, child, elder, and
22 dependent adult abuse reporting; facilitate weekly Comprehensive GMF Case
23 Management Team cases including a thorough assessment of needs, treatment
24 plan, follow up plan, and termination; document and maintain case management
25 team records; collect and input data into the FaCT database; and attend all
26 required meetings and trainings. Supervise FRC Coordinator and FRC projects;
27 integrate new and existing FRC programs; collaborate with FaCT staff; attend
28 FaCT committee meetings and forums, and local and regional FRC platform

1 advocacy.

2 11.5.2 Qualifications: Licensed or license-eligible (registered
3 with the Board of Behavioral Science [BBS] and assigned an intern number or an
4 Associate Clinical Social Worker [ACSW] number) clinician such as a Licensed
5 Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), or
6 Clinical Psychologist. Three (3) years business or non-profit management
7 experience; two years (2) supervision experience; excellent speaking and
8 writing skills; ability to facilitate meetings; excellent organizational
9 skills; program design, planning, development, implementation, and grant
10 management experience. Bilingual in English/Spanish or English/Vietnamese and
11 proficiency in English is required.

12 HO shall provide the following described staff positions:

13 11.6 Child Care Activity Leader:

14 11.6.1 Duties: Provide child care activities at the FRC to
15 children of PARTICIPANTS attending FRC services; communicate with FRC
16 coordinator and Program Coordinator; attend all required meetings and
17 trainings; and complete required documents.

18 11.6.2 Qualifications: High school diploma or one (1) year of
19 child care experience, including working with infants; ability to deal with
20 stressful situations; and be creative and energetic. Bilingual in
21 English/Spanish and proficiency in English is required.

22 11.7 PEP Personal Empowerment Program Instructor:

23 11.7.1 Duties: Provide PEP Personal Empowerment Program
24 educational support to victims to break the cycle of domestic violence by
25 increasing knowledge of the dynamics of domestic violence, effect of violence
26 on victims and their children, and to help battered victims protect children
27 who live in violent homes; increase family functioning by teaching coping
28 skills and prevention of recurrence of maltreatment; providing emotional

1 support, stabilize immediate crisis; developing goals for the family; monitor
2 attendance and participation; provide written report(s); compile and maintain
3 records; collect and input data into FaCT database; and attend all required
4 meetings and trainings.

5 11.7.2 Qualifications: Bachelor's degree in counseling or
6 related field; two (2) years of experience working with domestic violence
7 families; forty (40) hours of Domestic Violence Prevention training; eight (8)
8 hours of Child Abuse Prevention and Reporting Training; completion of PEP
9 Personal Empowerment Program Training; and a valid Domestic Violence Advocate
10 Certificate is required. Bilingual in English/Spanish or English/Vietnamese
11 and proficiency in English is required.

12 11.8 Bilingual Counselor:

13 11.8.1 Duties: Provide individual, family, group, and crisis
14 counseling services for children, parents, and/or caregivers who are
15 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
16 parenting issues, challenging child needs, and/or traumatic loss; provide
17 emotional support; stabilize immediate crisis; develop goals for the family;
18 maintain records; prepare reports, collect and input data into FaCT database;
19 and attend all required meetings and trainings.

20 11.8.2 Qualifications: Licensed clinician or license-eligible
21 clinician or a qualified professional under clinical supervision including
22 student trainee and interns enrolled in an accredited graduate program under
23 clinical supervision. Bilingual in English/Spanish or English/Vietnamese and
24 proficiency in English is required.

25 11.9 Program Supervisor/Director:

26 11.9.1 Duties: Oversee administration of Administrative
27 Assistant and Parenting Educator, ensure accuracy of data into FaCT database;
28 and attend all required meetings and trainings.

1 11.9.2 Qualifications: Bachelor's degree in human service or
2 related field; five (5) years experience administering human service programs,
3 Bilingual in English/Spanish is preferred and proficiency in English is
4 required.

5 11.10 Administrative Assistant:

6 11.10.1 Duties: Provide general support to Program Supervisor,
7 collect required data, audit files, gather community resources, and other
8 duties as requested.

9 11.10.2 Qualifications: High school diploma; one (1) year
10 experience in related field, excellent interpersonal and customer service
11 skills. Bilingual in English/Spanish is preferred and proficiency in English
12 is required.

13 11.11 Parenting Educator:

14 11.11.1 Duties: Provide parenting education classes and workshops
15 for child development, behavior management, coping skills, prevention of
16 recurrence of maltreatment and attachment, bonding, and traumatic loss,
17 improve parenting skills and family functioning; monitor attendance and
18 participation; provide written reports; administer FaCT approved pre/post
19 tests; compile and maintain records; collect and input data into FaCT
20 database; and attend all required meetings and trainings.

21 11.11.2 Qualifications: Twelve (12) units of college education in
22 child development, psychology, sociology, social work, or a related field; one
23 (1) year of experience working in the human services field; and one (1) year
24 of experience working with public speaking or teaching or two (2) years
25 experience working in the human services field, certificate of completion in
26 child development or parenting curriculum, and one (1) year experience with
27 public speaking or teaching. Bilingual in English/Spanish and proficiency in
28 English is required.

1 11.12 Clinical Supervisor:

2 11.12.1 Duties: Provide clinical supervision for counseling
3 services; monitor cases; as necessary be available for crisis and clinical
4 consultation; and review documents for clinical content.

5 11.12.2 Qualifications: Master's degree in social work or related
6 field from an accredited university; valid license as a LCSW; MFT; or licensed
7 Psychologist; and two (2) years clinical supervision experience.

8 RF shall provide the following described staff positions:

9 11.13 Community Resource Specialist:

10 11.13.1 Duties: Provide community resource information assistance
11 to walk-in, call-in, and referred PARTICIPANTS; assess and evaluate
12 PARTICIPANT's immediate needs; linkage to service providers; refer to
13 appropriate resources; perform outreach to community, businesses, and schools;
14 collect and input data into FaCT database; promote FRC program services;
15 assist in evaluation of PARTICIPANT needs; represent FRC at community events;
16 maintain required documentation; and collect and input data into FaCT
17 database.

18 11.13.2 Qualifications: High school diploma or equivalent GED;
19 thorough knowledge and understanding of services provided at the FRC and the
20 surrounding community; ability to relate well to individuals from diverse
21 backgrounds and cultures; varied income levels; and educational levels.
22 Bilingual in English/Spanish or English/Vietnamese and proficiency in English
23 is required.

24 11.14 Program Supervisor:

25 11.14.1 Duties: Responsible for overseeing the administration of
26 services provided by the Information and Referral Specialist and the
27 Accountant Positions; ensuring staff are provided with adequate training,
28 ensuring the accuracy of financial records; and attending FRC Partner Meetings

1 and trainings as required.

2 11.14.2 Qualifications: Bachelor's Degree in human services or a
3 related field from an accredited university; five years of management and
4 supervisory experience in the social service field; and possess excellent
5 written and verbal skills.

6 11.15 Accountant/Bookkeeper:

7 11.15.1 Duties: Responsible for ensuring accurate and timely
8 payment of FRC partner agency invoices; timely billing to ADMINISTRATOR;
9 documenting expenditures for audit purposes; attending FaCT-required training;
10 providing financial reports as required or requested by FRC partner agencies
11 and/or ADMINISTRATOR.

12 11.15.2 Qualifications: Bachelor's degree in accounting or in a
13 business or finance related field from an accredited university; two (2) years
14 of experience working as an accountant. Proficiency in English is required.

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