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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
HUMAN OPTIONS, INC  
AND  
CHILD GUIDANCE CENTER  
AND  
THE CAMBODIAN FAMILY  
FOR THE PROVISION OF  
SERVICES PROMOTING SAFE AND STABLE FAMILIES

THIS AGREEMENT, entered into this 1st day of July, ~~2011~~ 2014, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and Human Options, Inc., a California non-profit corporation; Child Guidance Center, a California non-profit corporation; and The Cambodian Family, a California non-profit organization; hereinafter collectively referred to as "MINNIE STREET FAMILY RESOURCE CENTER," or "CONTRACTOR." Human Options, Inc., Child Guidance Center, and The Cambodian Family shall ~~may~~ each also be referred to individually as "Contractor Partner Agency" or collectively as "Contractor Partner Agencies." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, Federal legislation has provided funding under the Promoting Safe and Stable Families Program (formerly known as the "Family Preservation

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

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

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

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

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

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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, ~~2014~~ 2015, unless earlier terminated pursuant to the  
4 provisions of Paragraph 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 20.1 of this Agreement does not  
11 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 Minnie Street Family Resource Center, for the Provision of  
8 Services Promoting Safe and Stable Families **Services**, attached hereto and  
9 incorporated herein by reference. CONTRACTOR shall operate continuously  
10 throughout the term of this Agreement with the number and type of staff  
11 described and as required for provision of services hereunder pursuant to the  
12 personnel disclosure provisions of this Agreement.

13 4.2 Subject to thirty (30) days advance 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, and agrees to maintain  
24 these licenses and permits in effect for the duration of this Agreement.  
25 Further, CONTRACTOR warrants that its employees shall conduct themselves in  
26 compliance with such laws and licensure requirements including, without  
27 limitation, compliance with laws applicable to sexual harassment and ethical  
28 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  
28 be deemed an assignment of benefits under the terms of this Agreement

1 requiring COUNTY approval.

2 6.2 Subcontracts:

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

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

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

19 6.2.2 Subcontracts in excess of ~~\$10,000~~ \$25,000:

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



1 award management of subcontracts, including internal audit procedures and  
2 monitoring of subcontractor's performance until completion of services.

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

27 Federal Civil Rights Contact:

28 U.S. Department of Health and Human Services

Office of Civil Rights  
50 U.N. Plaza, Room 322  
San Francisco, CA 94102

9. NOTICES

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

COUNTY: County of Orange Social Services Agency  
Contract Services  
888 N. Main Street  
Santa Ana, CA 92701

CONTRACTOR: Minnie Street Family Resource Center  
c/o Human Options  
P.O. Box 53745  
Irvine, CA 92620

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

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION AND ~~INSURANCE~~

11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in

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

13 12. INSURANCE

14 12.1 Prior to the provision of services under this Agreement,  
15 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
16 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
17 endorsements required herein, necessary to satisfy COUNTY that the insurance  
18 provisions of this Agreement have been complied with, and to keep such  
19 insurance coverage and the certificates therefore on deposit with  
20 ADMINISTRATOR during the entire term of this Agreement.

21 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
22 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
23 to the same terms and conditions as set forth herein for CONTRACTOR.

24 12.3 All self-insured retentions (SIRs) and deductibles shall be  
25 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
26 apply, indicate this on the Certificate of Insurance with a "0" by the  
27 appropriate line of coverage. Any SIR or deductible in an amount in excess of  
28 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by



1 the County Executive Office (CEO)/Office of Risk Management.

2 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
3 the full term of this Agreement, COUNTY may terminate this Agreement.

4 12.5 Qualified Insurer

5 12.5.1 Minimum insurance company ratings as determined by the  
6 most current edition of the Best's Key Rating Guide/Property-Casualty/United  
7 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size  
8 Category).

9 12.5.2 The policy or policies of insurance required herein  
10 must be issued by an insurer licensed to do business in the State of  
11 California (California Admitted Carrier). If the insurer is a non-admitted  
12 carrier in the State of California and does not meet or exceed an A.M. Best  
13 rating of A-/VIII, CEO/Office of Risk Management retains the right to approve  
14 or reject carrier after a review of the company's performance and financial  
15 ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best  
16 rating of A-/VIII, ADMINISTRATOR can accept the insurance.

17 12.6 The policy or policies of insurance maintained by CONTRACTOR shall  
18 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	Human Options (HO); Child Guidance Center (CGC); The Cambodian Family (TCF)
Automobile Liability (including coverage for owned, non-owned and hired vehicles)	\$1,000,000 per occurrence	HO, CGC, and TCF
Workers' Compensation	Statutory	HO, CGC, and TCF
Employer's Liability	\$1,000,000 per occurrence	HO, CGC, and TCF
Professional Liability	\$1,000,000 per claims made or per occurrence	HO, CGC, and TCF
Sexual Misconduct Liability	\$1,000,000 per occurrence	HO, CGC, and TCF
Employee Dishonesty	\$55,567	HO

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.

12.8 Required Endorsements

12.8.1 Commercial General Liability policy shall contain the

1 following endorsements, which shall accompany the Certificate of insurance:

2 12.8.1.1 An Additional Insured endorsement using ISO form  
3 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,  
4 its elected and appointed officials, officers, employees, agents as Additional  
5 Insureds.

6 12.8.1.2 A primary non-contributing endorsement  
7 evidencing that CONTRACTOR's insurance is primary and any insurance or self-  
8 insurance maintained by the County of Orange shall be excess and non-  
9 contributing.

10 12.9 The County of Orange shall be the loss payee on the Employee  
11 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of  
12 Orange is a Loss Payee shall accompany the Certificate of Insurance.

13 12.10 All insurance policies required by this Agreement shall waive all  
14 rights of subrogation against the County of Orange and members of the Board of  
15 Supervisors, its elected and appointed officials, officers, agents and  
16 employees when acting within the scope of their appointment or employment.

17 12.11 The Workers' Compensation policy shall contain a waiver of  
18 subrogation endorsement waiving all rights of subrogation against the County  
19 of Orange, and members of the Board of Supervisors, its elected and appointed  
20 officials, officers, agents and employees.

21 12.12 All insurance policies required by this Agreement shall give the  
22 County of Orange thirty (30) days notice in the event of cancellation and ten  
23 (10) days for non-payment of premium. This shall be evidenced by policy  
24 provisions or an endorsement separate from the Certificate of Insurance.

25 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"  
26 policy, CONTRACTOR shall agree to maintain professional liability coverage for  
27 two (2) years following completion of this Agreement.

28 12.14 The Commercial General Liability policy shall contain a

1 severability of interests clause also known as a "separation of insureds"  
2 clause (standard in the ISO CG 0001 policy).

3 12.15 Insurance certificates should be mailed to COUNTY at the address  
4 indicated in Paragraph 9 of this Agreement.

5 12.16 If CONTRACTOR fails to provide the insurance certificates and  
6 endorsements within seven (7) days of notification by CEO/County Procurement  
7 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

8 12.17 COUNTY expressly retains the right to require CONTRACTOR to  
9 increase or decrease insurance of any of the above insurance types throughout  
10 the term of this Agreement. Any increase or decrease in insurance will be as  
11 deemed by County of Orange Risk Manager as appropriate to adequately protect  
12 COUNTY.

13 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
14 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
15 certificates of insurance and endorsements with COUNTY incorporating such  
16 changes within thirty (30) days of receipt of such notice, this Agreement may  
17 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
18 entitled to all legal remedies.

19 12.19 The procuring of such required policy or policies of insurance  
20 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
21 fulfill the indemnification provisions and requirements of this Agreement, nor  
22 act in any way to reduce the policy coverage and limits available from the  
23 insurer.

24 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

25 CONTRACTOR shall report to COUNTY:

26 13.1 Any accident or incident relating to services performed under this  
27 Agreement which involves injury or property damage which may result in the  
28 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report

1 shall be made in writing within twenty-four (24) hours of occurrence.

2 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
3 from or related to services performed by CONTRACTOR under this Agreement. Such  
4 report shall be submitted to COUNTY within twenty-four (24) hour of  
5 occurrence.

6 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
7 property. Such report shall be submitted to COUNTY within twenty-four (24)  
8 hours of occurrence.

9 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
10 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
11 under the term of this Agreement. Such report shall be submitted to COUNTY  
12 within twenty-four (24) hours of occurrence.

13 14. CONFLICT OF INTEREST

14 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
15 any actions or conditions that could result in a conflict with the best  
16 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,  
17 agents, relatives, subcontractors, and third parties associated with  
18 accomplishing the work hereunder.

19 14.2 CONTRACTOR's efforts shall include, but not be limited to,  
20 establishing precautions to prevent its employees or agents from making,  
21 receiving, providing, or offering gifts, entertainment, payments, loans, or  
22 other considerations which could be deemed to appear to influence individuals  
23 to act contrary to the best interests of COUNTY.

24 15. ANTI-PROSELYTISM PROVISION

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

1 16. SUPPLANTING GOVERNMENT FUNDS

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

11 17. EQUIPMENT

12 17.1 All items purchased with funds provided under this Agreement or  
13 which are furnished to CONTRACTOR by COUNTY which have a single unit cost of  
14 at least five thousand dollars (\$5,000.00), including sales tax, shall be  
15 considered Capital Equipment. Title to all items of Capital Equipment  
16 purchased vests and will remain in COUNTY as such shall be designated by  
17 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the  
18 performance of this Agreement. Upon the termination of this Agreement,  
19 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY  
20 or its representatives, or dispose of them in accordance with the directions  
21 of ADMINISTRATOR.

22 CONTRACTOR further agrees to the following:

23 17.1.1 To maintain all items of Capital Equipment in good working  
24 order and condition, normal wear and tear excepted.

25 17.1.2 To label all items of Capital Equipment, do periodic  
26 inventories as required by ADMINISTRATOR and to maintain an inventory list  
27 showing where and how the Capital Equipment is being used, in accordance with  
28 procedures developed by ADMINISTRATOR. All such lists shall be submitted to

1 ADMINISTRATOR within ten (10) days of any request therefore.

2 17.1.3 To report in writing to ADMINISTRATOR immediately after  
3 discovery, the loss or theft of any items of Capital Equipment. For stolen  
4 items, the local law enforcement agency must be contacted and a copy of the  
5 police report submitted to ADMINISTRATOR.

6 17.1.4 To purchase a policy or policies of insurance covering  
7 loss or damage to any and all Capital Equipment purchased under this  
8 Agreement, in the amount of the full replacement value thereof, providing  
9 protection against the classification of fire, extended coverage, vandalism,  
10 malicious mischief and special extended perils (all risks) covering the  
11 parties' interests as they appear.

12 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
13 requested in writing, shall require the prior written approval of  
14 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are  
15 appropriate and directly related to CONTRACTOR's service or activity under the  
16 terms of ~~the~~ this Agreement. COUNTY may refuse reimbursement for any costs  
17 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,  
18 if prior written approval has not been obtained from ADMINISTRATOR.

19 17.3 No personal computers or any component thereof may be purchased  
20 with funds provided under this Agreement regardless of purchase price, without  
21 prior written approval of ADMINISTRATOR. Any personal computers or any  
22 component thereof purchased shall be in accordance with computer  
23 specifications provided by ADMINISTRATOR, be subject to the same inventory  
24 control conditions specified in Subparagraphs 17.1.1 to 17.1.4 and, at the  
25 sole discretion of ADMINISTRATOR, become the property of COUNTY upon  
26 termination of this Agreement.

27 18. BREACH SANCTIONS

28 Failure by CONTRACTOR to comply with any of the provisions, covenants,

1 or conditions of this Agreement shall be a material breach of this Agreement.  
2 In such event ADMINISTRATOR may, in its sole discretion, and in addition to  
3 immediate termination and any other remedies available at law, in equity, or  
4 otherwise specified in this Agreement:

5 18.1 Afford CONTRACTOR a time period within which to cure the breach,  
6 which period shall be established at the sole discretion of ADMINISTRATOR;  
7 and/or

8 18.2 Discontinue reimbursement to CONTRACTOR for and during the period  
9 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
10 later recovery; and/or

11 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
12 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

16 19. DESIGNATED FISCAL AGENCY

17 19.1 Each of the Contractor Partner Agencies agrees that Human Options  
18 (HO) shall serve as the designated fiscal agent on behalf of CONTRACTOR, with  
19 authority to present claims to COUNTY on behalf of each of the Contractor  
20 Partner Agencies for services delivered by each of them pursuant to this  
21 Agreement. As designated fiscal agent, HO, shall receive the claims from each  
22 of the other Contractor Partner Agencies on a monthly basis and shall submit  
23 these claims, along with its own monthly claim, pursuant to Paragraph 20  
24 herein. Claims submitted to COUNTY by the designated fiscal agent shall  
25 clearly identify the services that were performed by each Contractor Partner  
26 Agency. Any and all payments to be made by COUNTY pursuant to this Agreement  
27 shall be made payable to the designated fiscal agent. The designated fiscal  
28 agent shall thereafter disburse payment as appropriate to the Contractor



1 Partner Agencies. Each of the Contractor Partner Agencies agrees that  
2 COUNTY's disbursement of payment to the designated fiscal agent shall satisfy  
3 COUNTY's payment obligation under this Agreement.

4 19.2 As designated fiscal agent, HO, shall also be responsible for, at  
5 a minimum, facilitating CONTRACTOR meetings, collecting documentation for  
6 invoices and outcome measurements from each Contractor Partner Agency, and  
7 maintaining complete and accurate records of all financial and outcome  
8 measurement data on behalf of CONTRACTOR.

9 20. PAYMENTS

10 20.1 Maximum Contractual Obligation:

11 The maximum obligation of COUNTY under this Agreement shall be  
12 \$333,540 ~~per year for an aggregate total of \$1,000,620~~, or actual allowable  
13 costs, whichever is less.

14 20.2 Allowable Costs:

15 During the term of this Agreement, COUNTY shall pay CONTRACTOR  
16 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR  
17 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by  
18 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR  
19 for anticipated allowable costs that will be incurred by CONTRACTOR for May  
20 and June ~~2012, 2013, 2014~~ 2015, during the month of such anticipated  
21 expenditure.

22 ~~20.3 Advance Payment:~~

23 ~~ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR~~  
24 ~~an amount(s) not in excess of 16.66 percent of the maximum obligation of~~  
25 ~~COUNTY, for the initial twelve month period of this Agreement, upon receipt of~~  
26 ~~a written request(s) by CONTRACTOR, which request(s) shall be accompanied by~~  
27 ~~such justification as ADMINISTRATOR may require. ADMINISTRATOR may, in its~~  
28 ~~sole discretion, deduct any such advances from any one or more payments owed~~

1 to CONTRACTOR prior to March 31, 2012, 2013, and/or 2014. If, at the  
2 conclusion of this Agreement, there is a balance owing COUNTY, CONTRACTOR  
3 shall immediately refund said monies to COUNTY.

4 20.4 Claims:

5 20.4.1 CONTRACTOR shall submit monthly reimbursement claims to be  
6 received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of  
7 the month for expenses incurred in the preceding month. In the event the  
8 twentieth (20<sup>th</sup>) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR  
9 shall submit the claim the next business day. COUNTY holidays include New  
10 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'  
11 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,  
12 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

13 20.4.2 All reimbursement claims must be submitted on a form  
14 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit  
15 supporting source documents with the monthly claim, including, inter alia, a  
16 monthly statement of services, general ledgers, supporting journals, time  
17 sheets, invoices, canceled checks, receipts, and receiving records, some of  
18 which may be required to be copied. Source documents that CONTRACTOR must  
19 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-  
20 Controller. CONTRACTOR shall retain all financial records in accordance with  
21 Paragraph 25 (Records, Inspections, and Audits) of this Agreement.

22 ~~20.4.3 CONTRACTOR acknowledges that the amount of reimbursement~~  
23 ~~on a claim received by ADMINISTRATOR after the twentieth (20<sup>th</sup>) calendar day of~~  
24 ~~the month shall be reduced, in accordance with the following table:~~

<del>1 to 30 calendar days late</del>	<del>10% reduction of claim amount to be paid</del>
<del>31 to 60 calendar days late</del>	<del>20% reduction of claim amount to be paid</del>
<del>61 to 90 calendar days late</del>	<del>30% reduction of claim amount to be paid</del>
<del>Over 90 calendar days late</del>	<del>40% reduction of claim amount to be paid</del>

1                   20.4.4 ~~CONTRACTOR and ADMINISTRATOR agree that all reductions of~~  
2 ~~a late claim included in the table above shall be based upon the amount of the~~  
3 ~~CONTRACTOR's correctly submitted claim amount to be paid.~~

4                   20.4.5 Payments should be released by COUNTY within a reasonable  
5 time period of approximately thirty (30) days after receipt of a correctly  
6 completed claim form and required supporting documentation.

7                   20.4.6 Final Claims/Settlement

8                   20.4.6.1 Final claims for the term of July 1, ~~2011~~ 2014  
9 through June 30, ~~2012~~ 2015, must be received no later than August 30, 2015 at  
10 4:00 p.m.

11                   ~~20.4.6.2 Final claims for the term of July 1, 2012~~  
12 ~~through June 30, 2013, must be received no later than August 30, 2013 at 5:00~~  
13 ~~p.m.~~

14                   ~~20.4.6.3 Final claims for the term of July 1, 2013~~  
15 ~~through June 30, 2014, must be received no later than August 30, 2014 at 5:00~~  
16 ~~p.m.~~

17                   20.4.6.4 Claims received after the dates specified in  
18 Subparagraphs 20.4.6.1 to 20.4.6.3, may not be reimbursed. ADMINISTRATOR may,  
19 in its sole discretion, modify the date upon which the final claim per term  
20 must be received, upon written notice to CONTRACTOR.

21                   20.4.6.5 The basis for final settlement shall be the  
22 actual allowable costs as defined in Title 45 of the Code of Federal  
23 Regulations (CFR) and OMB Circular A-122 or 48 CFR 31.2, as applicable,  
24 incurred and paid by CONTRACTOR pursuant to the Agreement; limited, however,  
25 to the maximum obligation of the COUNTY. In the event that any overpayment  
26 has been made, the COUNTY may offset the amount of the overpayment against the  
27 final payment. In the event overpayment exceeds the final payment, CONTRACTOR  
28 shall pay the COUNTY all such sums within five (5) business days of notice

1 from the COUNTY. Nothing herein shall be construed as limiting the remedies  
2 of the COUNTY in the event an overpayment has been made.

3 21. OVERPAYMENTS

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

17 22. OUTSTANDING DEBT

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

21 23. FINAL REPORT

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

27 24. INDEPENDENT AUDIT

28 24.1 CONTRACTOR shall employ a licensed certified public accountant who

1 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of  
2 related expenditures during the term of this Agreement in compliance with the  
3 OMB Circular A-133, Audits of States, Local Governments and Non-Profit  
4 Organizations. The audit must be performed in accordance with generally  
5 accepted government auditing standards and OMB Circular A-122. CONTRACTOR  
6 shall cooperate with COUNTY, State and/or Federal agencies to ensure that  
7 corrective action is taken within six (6) months after issuance of all audit  
8 reports with regard to audit exceptions.

9 24.2 It is mutually understood that CONTRACTOR's organization-wide  
10 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR  
11 agrees to provide ADMINISTRATOR with a copy of its organization-wide audit for  
12 the period July 1, 2011 2014, through June 30, 2012 2015, by December 30, 2012  
13 2015. ~~CONTRACTOR agrees to provide ADMINISTRATOR with copies of its~~  
14 ~~organization wide audit for the period July 1, 2012, through June 30, 2013, by~~  
15 ~~October 30, 2013. CONTRACTOR further agrees to provide ADMINISTRATOR with~~  
16 ~~copies of its organization wide audit for the period July 1, 2013, through~~  
17 ~~June 30, 2014, by October 30, 2014. Failure to provide a copy of the~~  
18 ~~organization-wide audit for the period July 1, 2011 2014, through June 30,~~  
19 ~~2012 2015, shall be sufficient cause for ADMINISTRATOR, in its sole~~  
20 ~~discretion, to deny payment under this or any subsequent Agreement with~~  
21 ~~CONTRACTOR until such time as the required audit is provided to ADMINISTRATOR.~~  
22 ADMINISTRATOR may, in its sole discretion, modify the date upon which the  
23 organization-wide audits must be received, upon notice to CONTRACTOR.

24 25. RECORDS, INSPECTIONS AND AUDITS

25 25.1 Financial Records:

26 25.1.1 CONTRACTOR shall prepare and maintain accurate and  
27 complete financial records. Financial records shall be retained, by  
28 CONTRACTOR, for a minimum of five (5) years from the date of final payment

1 under this Agreement or until all pending COUNTY, State and Federal audits are  
2 completed, whichever is later.

3 25.1.2 CONTRACTOR shall establish and maintain reasonable  
4 accounting, internal control and financial reporting standards in conformity  
5 with generally accepted accounting principles established by the American  
6 Institute of Certified Public Accountants and to the satisfaction of  
7 ADMINISTRATOR.

8 25.2 Client Records:

9 25.2.1 CONTRACTOR shall prepare and maintain accurate and  
10 complete records of clients served and dates and type of services provided  
11 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

12 25.2.2 All client records related to services provided under the  
13 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
14 (5) years from the date of final payment under this Agreement or until all  
15 pending COUNTY, State and Federal audits are completed, whichever is later.  
16 Notwithstanding anything to the contrary, upon termination of this Agreement,  
17 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
18 in accordance with Subparagraph 43.2.

19 25.2.3 COUNTY may refuse payment for a claim if client records  
20 are determined by COUNTY to be incomplete or inaccurate. In the event client  
21 records are determined to be incomplete or inaccurate after payment has been  
22 made, COUNTY may treat such payment as an overpayment within the provisions of  
23 this Agreement.

24 25.3 Public Records:

25 With the exception of client records or other records referenced  
26 in Paragraph 31, entitled Confidentiality, all records, including but not  
27 limited to, reports, audits, notices, claims, statements and correspondence,  
28 required by this Agreement may be subject to public disclosure. COUNTY will

1 not be liable for any such disclosure.

2 25.4 Inspections and Audits:

3 25.4.1 The U.S. Department of Health and Human Services  
4 Comptroller General of the United States, Director of CDSS, State Auditor-  
5 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
6 Department, or any of their authorized representatives, shall have access to  
7 any books, documents, papers and records, including medical records, of  
8 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
9 for the purpose of financial monitoring. Further, all the above mentioned  
10 persons have the right at all reasonable times to inspect or otherwise  
11 evaluate the work performed or being performed under this Agreement and the  
12 premises in which it is being performed.

13 25.4.2 CONTRACTOR shall make available its books and financial  
14 records within the borders of Orange County within ten (10) days after receipt  
15 of written demand by ADMINISTRATOR.

16 25.4.3 In the event CONTRACTOR does not make available its books  
17 and financial records within the borders of Orange County, CONTRACTOR agrees  
18 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
19 designee, necessary to obtain CONTRACTOR's books and financial records.

20 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
21 liability to the State or Federal government or any agency thereof resulting  
22 from any disallowances or other audit exceptions to the extent that such  
23 liability is attributable to CONTRACTOR's failure to perform under this  
24 Agreement.

25 25.5 Evaluation Studies:

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

1       26.    PERSONNEL DISCLOSURE

2           26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
3 all personnel providing services hereunder, including ~~resumes~~ résumés and job  
4 applications. Changes to the list will be immediately provided to  
5 ADMINISTRATOR in writing, along with a copy of a ~~resumes~~ résumé and/or job  
6 application. The list shall include:

7           26.1.1 Names of all full or part-time personnel by title,  
8 including volunteer personnel, whose direct services are required to provide  
9 the programs described herein;

10          26.1.2 A brief description of the functions of each position and  
11 the hours each person works each week; or for part-time personnel, each day or  
12 month, as appropriate;

13          26.1.3 The professional degree, if applicable, and experience  
14 required for each position; and

15          26.1.4 The language skill, if applicable, for all personnel.

16          26.2 CONTRACTOR's employment applications shall require applicants to  
17 provide detailed information regarding the conviction of a crime by any court,  
18 for offenses other than minor traffic offenses. Information not disclosed in  
19 the employment application discovered subsequent to the hiring or promotion of  
20 any applicant shall be cause for termination of that employee from the  
21 performance of services under this Agreement.

22          26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
23 COUNTY, criminal record background checks on all employees and/or volunteers  
24 who will provide services under this Agreement.

25          26.4 CONTRACTOR warrants that all persons employed or otherwise  
26 assigned by CONTRACTOR to provide services under this Agreement have  
27 satisfactory past work records and/or reference checks indicating their  
28 ability to perform the required duties and accept the kind of responsibility



1 anticipated under this Agreement. CONTRACTOR shall maintain records of  
2 background investigations and reference checks undertaken and coordinated by  
3 CONTRACTOR for each employee and/or volunteer assigned to provide services  
4 under this Agreement for a minimum of five (5) years from the date of final  
5 payment under this Agreement or until all pending COUNTY, State and Federal  
6 audits are completed, whichever is later, in compliance with all applicable  
7 laws.

8 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
9 arrest and/or subsequent conviction, for offenses other than minor traffic  
10 offenses, of any paid employee and/or volunteer staff performing services  
11 under this Agreement, when such information becomes known to CONTRACTOR.  
12 ADMINISTRATOR, in its sole discretion, may determine whether such employee  
13 and/or volunteer may continue to provide services under this Agreement and  
14 shall provide notice of such determination to CONTRACTOR in writing.  
15 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a  
16 material breach of this Agreement, pursuant to Paragraph 18 above.

17 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
18 staff performing work hereunder and any proposed changes in CONTRACTOR's  
19 staff, ~~including, but not limited to, CONTRACTOR's Program Director.~~

20 26.7 COUNTY shall have the right, at its sole discretion, to require  
21 CONTRACTOR to remove any employee from the performance of services under this  
22 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace  
23 said personnel.

24 26.8 CONTRACTOR shall notify COUNTY immediately when staff is  
25 terminated for cause from working on this Agreement.

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

1       27.    EMPLOYMENT ELIGIBILITY VERIFICATION

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

19       28.    ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

23           (a)    in the case of an individual contractor, his/her name, date of  
24                    birth, Social Security number, and residence address;

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

1 (c) a certification that CONTRACTOR has fully complied with all  
2 applicable Federal and State reporting requirements regarding its  
3 employees; and

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

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

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

17 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

2 CONTRACTOR shall notify and provide to its employees, a fact sheet  
3 regarding the Safely Surrendered Baby Law, its implementation in Orange  
4 County, and where and how to safely surrender a baby. The fact sheet is  
5 available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The  
6 information shall be posted in all reception areas where clients are served.

7 31. CONFIDENTIALITY

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

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

1           31.3 CONTRACTOR shall inform all of its employees, agents,  
2 subcontractors, volunteers and partners of this provision and that any person  
3 knowingly and intentionally violating the provisions of said State law may be  
4 guilty of a crime.

5           31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
6 be subject to the confidentiality requirements of this Agreement.

7           31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
8 with respect to Juvenile Court matters, in accordance with ~~Welfare and~~  
9 ~~Institutions Code~~ WIC Section 827, all applicable statutes, caselaw, and  
10 Orange County Juvenile Court Policy regarding Confidentiality, as it now  
11 exists or may hereafter be amended.

12           31.6 No access, disclosure or release of information regarding a child  
13 who is the subject of Juvenile Court proceedings shall be permitted except as  
14 authorized. If authorization is in doubt, no such information shall be  
15 released without the written approval of a Judge of the Juvenile Court.

16           31.7 CONTRACTOR must receive prior written approval of the Juvenile  
17 Court before allowing any child to be interviewed, photographed or recorded by  
18 any publication or organization or to appear on any radio, television or  
19 ~~internet~~ Internet broadcast or make any other public appearance. Such  
20 approval shall be requested through child's Social Worker.

21           31.8 Attorney Client Confidentiality Requirements: In the event  
22 ~~CONTRACTOR~~ Contractor Partner Agency is a legal assistance provider, nothing  
23 in this Agreement shall allow COUNTY or the State of California to engage in  
24 any conduct that would impair the attorney-client relationship between  
25 CONTRACTOR and its clients, as that relationship is customarily defined in the  
26 legal community; and, in particular, nothing herein shall require CONTRACTOR  
27 to reveal attorney-client privileged information, nor allow COUNTY or the  
28 State to interfere with any other legal and ethical duties CONTRACTOR owes to

1 its clients. To the extent COUNTY, in fulfilling its contractual obligations  
2 and/or its obligations under State or Federal law, finds it necessary to  
3 examine documents or files prepared by CONTRACTOR in the course of its  
4 confidential relationships with its clients, CONTRACTOR may delete information  
5 which would identify clients from such documents or files before they are  
6 examined by COUNTY.

7 32. COPYRIGHT ACCESS

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

12 33. WAIVER

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

21 34. PETTY CASH

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

24 35. PUBLICITY

25 35.1 Information and solicitations, prepared and released by  
26 CONTRACTOR, concerning the services provided under this Agreement shall state  
27 that the program, wholly or in part, is funded through COUNTY, State and  
28 Federal government funds.

1           35.2 CONTRACTOR shall not disclose any details in connection with this  
2 Agreement to any person or entity except as may be otherwise provided  
3 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
4 identify its services and related clients to sustain itself, COUNTY shall not  
5 inhibit CONTRACTOR from publishing its role under this Agreement within the  
6 following conditions:

7           35.2.1 CONTRACTOR shall develop all publicity material in a  
8 professional manner; and

9           35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
10 and shall not authorize another to, publish or disseminate any commercial  
11 advertisements, press releases, feature articles, or other materials using the  
12 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
13 unreasonably withhold written consent.

14   36.   COUNTY RESPONSIBILITIES

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

17   37.   REFERRALS

18           37.1 CONTRACTOR shall provide services to individuals referred by  
19 ADMINISTRATOR.

20   38.   REPORTS

21           CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR  
22 to complete any State-required reports related to the services provided under  
23 this Agreement.

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

1 39. ENERGY EFFICIENCY STANDARDS

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

5 40. ENVIRONMENTAL PROTECTION STANDARDS

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

12 40.1 No facility to be utilized in the performance of the proposed  
13 grant has been listed on the EPA List of Violating Facilities;

14 40.2 It will notify COUNTY prior to award of the receipt of any  
15 communication from the Director, Office of Federal Activities, U.S. EPA,  
16 indicating that a facility to be utilized for the grant is under consideration  
17 to be listed on the EPA List of Violating Facilities; and

18 40.3 It will notify COUNTY and the EPA about any known violation of the  
19 above laws and regulations.

20 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
21 CERTAIN FEDERAL TRANSACTIONS

22 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
23 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those  
24 provisions set down by the OMB and published in the Federal Register dated  
25 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and  
26 regulations, it is mutually understood that any contract which utilizes  
27 Federal monies in excess of \$100,000 must contain and CONTRACTOR must comply  
28 with the following provisions:



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

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

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

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

23                    3) He or she will include the language of this  
24 certification in all subcontract awards at any tier and require that all  
25 recipients of subcontract awards in excess of \$100,000 shall certify and  
26 disclose accordingly.

27           C.     Submission of this certification and disclosure is a  
28 prerequisite for making or entering into this Agreement imposed by Section

1 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
2 this provision or who fails to file or amend the disclosure form to be filed  
3 or amended by this provision, shall be subject to a civil penalty of not less  
4 than \$10,000, and not more than \$100,000, for each such failure.

5 42. POLITICAL ACTIVITY

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

9 43. TERMINATION PROVISIONS

10 43.1 ADMINISTRATOR may terminate this Agreement without penalty  
11 immediately with cause or after thirty (30) days written notice without cause,  
12 unless otherwise specified. Notice shall be deemed served on the date of  
13 mailing. Cause shall be defined as any breach of contract, any  
14 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
15 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
16 all further obligations under this Agreement.

17 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
18 cooperate with ADMINISTRATOR in the orderly transfer of service  
19 responsibilities, active case records, and pertinent documents.

20 43.3 The obligations of COUNTY under this Agreement are contingent upon  
21 the availability of Federal and/or State funds, as applicable, for the  
22 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
23 for the services hereunder in the budget approved by the Orange County Board  
24 of Supervisors each fiscal year this Agreement remains in effect or operation.  
25 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
26 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
27 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
28 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written

1 notification of such determination. CONTRACTOR shall immediately comply with  
2 ADMINISTRATOR's decision.

3 43.4 If any provision of this Agreement or the application thereof is  
4 held invalid, the remainder of this Agreement shall not be affected thereby.

5 44. GOVERNING LAW AND VENUE

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

15 45. SIGNATURE IN COUNTERPARTS

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

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

3  
4 By: \_\_\_\_\_  
5 Maricela Rios-Faust  
6 Chief Operations Officer  
7 HUMAN OPTIONS, INC.

By: \_\_\_\_\_  
COUNTY OF ORANGE  
CHAIR OF THE  
BOARD OF SUPERVISORS

8  
9 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

10  
11 By: \_\_\_\_\_  
12 Lori M. Pack  
13 Executive Director  
14 CHILD GUIDANCE CENTER

By: \_\_\_\_\_  
Sundaram Rama  
Executive Director  
THE CAMBODIAN FAMILY

15  
16 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

17  
18 SIGNED AND CERTIFIED THAT A COPY OF  
19 THIS DOCUMENT HAS BEEN DELIVERED TO THE  
20 CHAIR OF THE BOARD PER G.C. SEC. 25103,  
21 RESO 79-1535 ATTEST:

22  
23 By: \_\_\_\_\_  
24 SUSAN NOVAK  
25 Clerk of the Board of  
26 Supervisors  
27 Orange County, California

28  
APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
DEPUTY

Dated: \_\_\_\_\_

1 EXHIBIT A  
2 TO  
3 AGREEMENT  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 HUMAN OPTIONS, INC.  
7 AND  
8 CHILD GUIDANCE, INC.  
9 AND  
10 THE CAMBODIAN FAMILY  
11 FOR THE PROVISION OF  
12 SERVICES PROMOTING SAFE AND STABLE FAMILIES  
13

14 1. POPULATION TO BE SERVED

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

22 2. WORKLOAD STANDARDS

23 2.1 CONTRACTOR shall provide services/activities, as described in  
24 Paragraph 4 below, to address one (1) or more of the seven (7) Promoting Safe  
25 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,  
26 and addressing all four (4) of the PSSF service categories defined in  
27 Subparagraphs 2.1.1 through 2.1.4, below. ADMINISTRATOR may, in its sole  
28 discretion and upon written notice to CONTRACTOR, modify: the terms or

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

13           2.1.1 Family Preservation: Family Preservation (FP) services  
14 typically are designed to help families alleviate crises that might lead to  
15 out-of-home placement of children; maintain the safety of children in their  
16 own homes; and assist families in obtaining services and other supports  
17 necessary to address their multiple needs in a culturally sensitive responsive  
18 manner. FP services should comprise approximately twenty-five (25) percent of  
19 the budget for total services. ~~FACT-funded s~~Services must address a minimum  
20 of one (1) of the PSSF outcomes for each contracted service (as specified in  
21 Subparagraph 2.2 below).

22           2.1.2 Family Support: Family Support (FS) services are  
23 primarily community-based preventive activities designed to alleviate stress  
24 and promote parental competencies and behaviors that will increase the ability  
25 of families to successfully nurture their children; enable families to use  
26 other resources and opportunities available in the community; and create  
27 supportive networks to enhance child-rearing abilities of parents and help  
28 compensate for the increased social isolation and vulnerability of families.

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

5 2.1.3 Time-Limited Family Reunification: Time-Limited Family  
6 Reunification (TLFR) are services and activities provided to a child who is  
7 removed from the child's home and placed in a foster family home or a child  
8 care institution. These services are also for the parents or primary  
9 caregiver for the child, in order to facilitate the reunification of the child  
10 safely and appropriately, ~~during the court ordered family reunification~~  
11 ~~period. but only during the fifteen (15) month period that begins on the date~~  
12 ~~the child is considered to have entered the dependency system~~ TLFR services  
13 include individual, group, and family counseling; inpatient, residential, or  
14 outpatient substance abuse treatment services; mental health services;  
15 assistance to address domestic violence; temporary child care and therapeutic  
16 services for families, including crisis nurseries; and transportation to and  
17 from any of the above services. TLFR services should comprise approximately  
18 twenty (20) percent of the budget for total services. ~~FACT-funded s~~Services  
19 must address a minimum of one (1) of the PSSF outcomes for each contracted  
20 service (as specified in Subparagraph 2.2 below).

21 2.1.4 Adoption Promotion and Support: Adoption Promotion and  
22 Support (APS) services are designed to encourage more adoptions out of the  
23 foster care system, when adoptions promote the best interest of children,  
24 including such activities as pre- and post-adoptive services designed to  
25 expedite the adoption process and support adoptive families. APS services  
26 should comprise approximately twenty (20) percent of the budget for total  
27 services. ~~FACT-funded s~~Services must address a minimum of one (1) of the PSSF  
28 outcomes for each contracted service (as specified in Subparagraph 2.2 below).



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

3           2.2.1 Children are, first and foremost, protected from abuse and  
4 neglect.

5           2.2.2 Children are safely maintained in their own homes whenever  
6 possible and appropriate.

7           2.2.3 Children have permanency and stability in their living  
8 situations.

9           2.2.4 The continuity of family relationships and connections is  
10 preserved for children.

11          2.2.5 Families have enhanced capacity to provide for their  
12 children's needs.

13          2.2.6 Children receive appropriate services to meet educational  
14 needs.

15          2.2.7 Children receive adequate services to meet physical and  
16 mental health needs.

17          2.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to  
18 modify workload standards as set forth in this Paragraph and as authorized by  
19 COUNTY, without reducing the level of service to be provided by CONTRACTOR.

20          3.    HOURS OF OPERATION

21          3.1 CONTRACTOR shall provide services during hours that are responsive  
22 to the needs of the target population(s) as determined by ADMINISTRATOR. At a  
23 minimum, CONTRACTOR shall provide services, Monday through Friday, from 8:00  
24 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County  
25 Board of Supervisors. However, CONTRACTOR is encouraged to provide services  
26 on holidays, whenever possible.

27          3.2 COUNTY's holiday schedule is as follows: New Year's Day, Martin  
28 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,

1 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
2 Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior,  
3 written approval from ADMINISTRATOR for any closure outside of COUNTY's  
4 holiday schedule. Any unauthorized closure shall be deemed in material breach  
5 of this Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

6 4. SERVICES

7 4.1 Comprehensive Case Management Team:

8 4.1.1 The Comprehensive Case Management Team consists of an  
9 integrated multidisciplinary team comprised of three (3) or more persons  
10 trained and qualified to provide services. The Comprehensive Case Management  
11 Team is responsible for identifying the educational, health, or social service  
12 needs of a child and child's family and for developing a plan to address these  
13 needs as identified in Welfare and Institutions Code (WIC) section 18986.40.  
14 In addition to the participation of the FRC partner agencies, local  
15 Miscellaneous Order Number 534.3 specifies that multidisciplinary services  
16 team composition include at least two (2) members from the following: Orange  
17 County Probation Department, Orange County Health Care Agency, Orange County  
18 Department of Education, Regional Center of Orange County, North Orange County  
19 Regional Occupational Program, and Orange County Social Services Agency.

20 4.1.2 Child Guidance Center, Inc. (CGC) shall provide  
21 Comprehensive Case Management Team services ~~for~~ to families with and/or  
22 caregivers with of children ages birth to eighteen (0-18) years, who are at-  
23 risk of abuse or neglect. These include ~~and/or~~ low-income, intact families  
24 ~~and/or~~, foster families, and/or families in the process of reunification,  
25 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.1).

26 4.1.3 CGC in coordination with collaborative partners, shall  
27 jointly provide Comprehensive Case Management Team services for a minimum of  
28 ninety (90) unduplicated PARTICIPANTS annually. Comprehensive Case Management

1 Team services include, but are not limited to: identifying the educational,  
2 health, or social service needs of a child, and child's family; developing a  
3 plan to address these multiple needs; weekly reviews; team assessment;  
4 arranging and coordinating appropriate services; monitoring effectiveness of  
5 services; and evaluating the outcome of services. Comprehensive Case  
6 Management Team services shall include, but not be limited to, the following  
7 components:

8 4.1.3.1 Assessment: The Comprehensive Case Management  
9 Team facilitator shall complete a comprehensive assessment of PARTICIPANTS'  
10 strengths and needs, treatment plan, follow-up, and community resources  
11 available to PARTICIPANT. The Family Resource Center (FRC) Coordinator shall  
12 ensure the completion of a FaCT registration form, FaCT consent form, and  
13 referral form.

14 4.1.3.2 Individualized Treatment Plan: On the basis of  
15 the assessment, the FRC Coordinator and Comprehensive Case Management Team  
16 shall jointly develop an individualized treatment plan with the PARTICIPANT  
17 that identifies priorities, desired outcomes, the strategies and resources to  
18 be used in attaining the outcomes, follow up, and termination.

19 4.1.3.3 Reassessment: The Child Guidance Center (CGC)  
20 Counselor, HO FRC Coordinator, and Comprehensive Case Management Team shall  
21 jointly reassess the PARTICIPANT's status, with input from collaborative  
22 partners, in a weekly clinical review of cases. Comprehensive Case Management  
23 Team meetings shall provide weekly evaluations and assessment for  
24 PARTICIPANTS.

25 4.1.3.4 Termination: The Comprehensive Case Management  
26 Team shall terminate the case when the desired outcomes have been attained,  
27 the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

28 4.1.4 CGC shall provide Comprehensive Case Management Team

1 services Monday through Friday during FRC operating hours continuously  
2 throughout the term of this Agreement. Comprehensive Case Management Team  
3 meetings shall be scheduled a minimum of one (1) day per week for a minimum of  
4 one (1) hour in duration. CGC's Clinical Supervisor shall facilitate  
5 Comprehensive Case Management Team meetings.

6 4.1.5 CGC shall provide Comprehensive Case Management Team  
7 services at the FRC location, CGC Santa Ana office or other agreed upon  
8 partner site.

9 4.1.6 CGC shall jointly measure progress by ensuring  
10 PARTICIPANTS complete a FaCT registration form and a FaCT consent form.  
11 Additionally, CGC shall complete the FaCT standardized Case Management Team  
12 Tracking and Outcomes Log.

13 4.1.7 CGC Comprehensive Case Management Team services shall  
14 address the following PSSF service categories: FP, FS, TLFR, and APS.

15 4.1.8 CGC shall provide Comprehensive Case Management Team  
16 Facilitator who is a qualified licensed Counselor or license-eligible  
17 Counselor staff to facilitate Comprehensive Case Management Team meetings; HO  
18 shall provide qualified FRC Coordinator staff as specified in Subparagraph  
19 11.1; and CGC shall provide qualified Comprehensive Case Management Team  
20 Facilitator staff as specified in Subparagraph 11.11 of this Exhibit.

21 4.2 Personal Empowerment Program:

22 4.2.1 HO shall provide Personal Empowerment Program services for  
23 ~~individuals who are at-risk, low-income~~ to parents and/or caregivers with  
24 children ages birth through to eighteen (0-18) years who are at-risk for child  
25 of abuse and or neglect. Individuals may include: those who are dealing with  
26 poverty issues; child abuse; domestic violence; individuals in the COUNTY  
27 adoption process; or those who may be experiencing a crisis due to  
28 interpersonal conflicts, difficult parenting issues, challenging child needs,

1 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes  
2 of Subparagraph 4.2).

3 4.2.2 HO shall provide Personal Empowerment Program services for  
4 a minimum of forty (40) unduplicated PARTICIPANTS ~~annually~~. Personal  
5 Empowerment Program series is comprised of a ten (10) week educational support  
6 program designed to help battered victims break the cycle of domestic violence  
7 through the following: education on the dynamics of domestic violence; effects  
8 of violence on victims and their children; and to help battered victims  
9 protect children who live in domestic violence homes. Topics shall include,  
10 but not be limited to: safety planning; boundaries; anger management; legal  
11 aspects of domestic violence; work through denial; and maintain healthy  
12 relationships. Services shall be provided in a family friendly, culturally  
13 ~~sensitive~~ responsive ~~and affirming~~ manner in English and Spanish as needed by  
14 PARTICIPANT.

15 4.2.3 HO shall provide a minimum of four (4) Personal  
16 Empowerment Program groups ~~annually and ongoing throughout~~ during the term of  
17 this Agreement. Each group shall be a minimum of two (2) hours in duration.  
18 HO shall provide Personal Empowerment Program services from 8:30 a.m. to 5:00  
19 p.m., Monday through Friday, at dates and times convenient for PARTICIPANTS.  
20 HO shall offer Personal Empowerment Program services at additional times based  
21 on PARTICIPANT availability.

22 4.2.4 HO shall provide Personal Empowerment Program services at  
23 the FRC and/or at other community locations, to be approved in advance and in  
24 writing by ADMINISTRATOR.

25 4.2.5 HO shall measure progress by ensuring PARTICIPANTS  
26 complete a FaCT registration form and FaCT approved assessment tools.

27 4.2.6 HO's Personal Empowerment Program services shall address  
28 the following PSSF service categories: FP, FS, and APS.

1           4.2.7 H0 shall provide qualified licensed/licensed eligible  
2 ~~Bilingual~~ Counselor staff as specified in Subparagraph 11.4 of this Exhibit.

3           4.3 Personal Empowerment Program TLFR:

4           4.3.1 H0 shall provide Personal Empowerment Program TLFR  
5 services ~~for individuals who are at-risk, low-income~~ to parents and/or  
6 caregivers ~~with~~ of children ages birth ~~through~~ to eighteen (0-18) years who  
7 are at-risk ~~for child~~ of abuse and or neglect. TLFR individuals may include:  
8 those who are low-income or dealing with poverty issues; child abuse; domestic  
9 violence; ~~and those~~ individuals in the ~~County~~ COUNTY adoption and/or family  
10 reunification process or those who may be experiencing a crisis due to  
11 interpersonal conflicts, difficult parenting issues, challenging child needs,  
12 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes  
13 of Subparagraph 4.3).

14           4.3.2 H0 shall provide Personal Empowerment Program TLFR  
15 services for a minimum of five (5) unduplicated PARTICIPANTS ~~annually~~.  
16 Services are comprised of a minimum number of four (4) series with a maximum  
17 number of fifteen (15) participants per series. Personal Empowerment Program  
18 TLFR series is comprised of a ten (10) week educational support program to  
19 help battered victims break the cycle of domestic violence through the  
20 following: education on the dynamics of domestic violence; effects of violence  
21 on victims and their children; and to help battered victims protect children  
22 who live in domestic violence homes. Topics shall include, but not be limited  
23 to, safety planning, boundaries, anger management, legal aspects of domestic  
24 violence, working through denial, and maintaining healthy relationships.  
25 ~~Additionally~~ Personal Empowerment Program TLFR shall require monitoring client  
26 attendance and participation; and provide verbal and/or written report to  
27 County social workers. Services shall be provided in a family friendly,  
28 culturally ~~sensitive~~ responsive and ~~affirming~~ manner in English and Spanish as

1 needed by PARTICIPANT.

2 4.3.3 HO shall provide a minimum of four (4) ~~annual~~ Personal  
3 Empowerment Program groups ~~ongoing throughout~~ during the term of this  
4 Agreement. Each group shall be a minimum of two (2) hours in duration. HO  
5 shall provide Personal Empowerment Program services from 8:30 a.m. to 5:00  
6 p.m., Monday through Friday, at dates and times convenient for PARTICIPANTS.  
7 HO shall offer Personal Empowerment Program TLFR services at additional times  
8 based on PARTICIPANT availability.

9 4.3.4 HO shall provide 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 4.3.5 HO shall measure progress by ensuring PARTICIPANTS  
13 complete a FaCT registration form and FaCT approved assessment tools.

14 4.3.6 HO's Personal Empowerment Program services shall address  
15 the following PSSF service category: TLFR.

16 4.3.7 HO shall provide qualified licensed Counselor or license-  
17 eligible ~~Bilingual~~ Counselor staff as specified in Subparagraph 11.4 of this  
18 Exhibit

19 4.4 Crisis Intervention Counseling Services:

20 4.4.1 HO shall provide ~~individual~~ Crisis Intervention Counseling  
21 services ~~for parents, foster parents, caregivers, and/or their children ages~~  
22 ~~birth to eighteen (0-18) years, who are not Medi-Cal eligible and/or do not~~  
23 ~~meet the Medi-Cal eligibility requirements for medical necessity and at-risk~~  
24 ~~for~~ of abuse and/or neglect, and/or their parents, foster parents (and their  
25 children), adoptive parents (and their children), and/or caregivers (and their  
26 children). Individuals may include: those who are low-income; coming from  
27 intact families; ~~and/or families~~ individuals in the process of reunification;  
28 those who may be experiencing a crisis due to interpersonal conflicts, family

1 crisis, difficult parenting issues, challenging child needs, and/or traumatic  
2 loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph  
3 4.4). These individuals are not Medi-Cal eligible; and/or do not meet the  
4 Medi-Cal eligibility requirements for medical necessity.

5 4.4.2 HO shall provide Crisis Intervention Counseling services  
6 for a minimum of twenty-four (24) unduplicated PARTICIPANTS annually. Crisis  
7 Intervention Counseling services shall include, but not be limited to, assess  
8 PARTICIPANT's needs provide emotional support, stabilize immediate crisis and  
9 develop goals for PARTICIPANTS, address independent living skills, self-  
10 control, parenting issues, cycle of abuse, victimization, enhance family  
11 dynamics, modify dysfunctional behaviors, incorporate appropriate family roles  
12 and develop time limited goals for the family and child in placement that are  
13 targeted to PARTICIPANTS' particular reunification plans, if applicable and  
14 make appropriate linkages to all needed treatment programs and social support  
15 systems. The ~~Bilingual Therapist~~ Counselor and/or designee, as approved by  
16 ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team  
17 meetings. Services shall be provided in a culturally sensitive responsive  
18 manner in English and Spanish as needed by PARTICIPANT.

19 4.4.3 HO shall provide Crisis Intervention Counseling services  
20 by appointment continuously throughout the term of this Agreement Monday  
21 through Friday during FRC operating hours. HO may also schedule evening hours  
22 at the request of PARTICIPANTS. Crisis Intervention counseling sessions shall  
23 be a minimum of fifty (50) minutes in duration, or as clinically indicated by  
24 the clinician, and offered to PARTICIPANTS on a weekly basis. HO shall  
25 provide a minimum of one (1) counseling session and a maximum of four (4)  
26 sessions for each individual or family. FRC shall provide a phone messaging  
27 system to record messages and post a sign with an emergency contact name and  
28 telephone number for PARTICIPANTS who may call or visit the FRC after hours.



1 4.4.4 HO shall provide Crisis Intervention Counseling services  
2 in a private office space at the FRC, or other community locations, with  
3 advance written approval by ADMINISTRATOR, provided location can accommodate  
4 the confidentiality of the service.

5 4.4.5 HO shall measure progress by ensuring PARTICIPANTS  
6 complete a FaCT registration form, and FaCT approved assessment tools.

7 4.4.6 HO's Crisis Intervention Counseling services shall address  
8 the following PSSF service categories: FP, FS, TLFR, and APS.

9 4.4.7 HO shall provide qualified licensed Counselor or license-  
10 eligible Bilingual Counselor staff as specified in Subparagraph 11.4 of this  
11 Exhibit.

12 4.5 APS Parent/Primary Caregiver Parenting Education Workshop:

13 4.5.1 HO shall provide APS Parent/Primary Caregiver Parenting  
14 Education Workshop services ~~for families who are at risk, low income~~  
15 ~~parents and/or caregivers with~~ of children ages birth to eighteen (0-18) years  
16 ~~who are at-risk for child~~ of abuse and or neglect. Parents may include: those  
17 ~~who are low-income; dealing with poverty issues, child abuse, domestic~~  
18 ~~violence, unemployment, teen pregnancy parent, adoption; and/or~~ those who may  
19 ~~be experiencing a crisis due to interpersonal conflicts, difficult parenting~~  
20 ~~issues, challenging child needs, and/or traumatic loss~~ family reunification  
21 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.5).

22 4.5.2 HO shall provide APS Parent/Primary Caregiver Parenting  
23 Education Workshop services for a minimum of six (6) unduplicated PARTICIPANTS  
24 ~~annually~~. APS Parent/Primary Caregiver Parenting Education Workshop services  
25 shall address attachment, bonding, and traumatic loss issues. APS  
26 Parent/Primary Caregiver Parenting Education Workshop services topics shall  
27 include, but not be limited to the following: parenting styles, child  
28 development and expectations, child exposure to trauma, problem-solving and

1 communication, effective communication and discipline, and stress/anger  
2 management and coping skills. APS Parent/Primary Caregiver Parenting  
3 Education Workshop services shall be provided in a family friendly, culturally  
4 ~~sensitive responsive and affirming~~ manner in English and Spanish as needed by  
5 PARTICIPANT.

6 4.5.3 HO shall provide a minimum of one (1) ~~annual~~ APS  
7 Parent/Primary Caregiver Parenting Education Workshop and shall be a minimum  
8 of six (6) hours in duration. HO shall provide APS Parent/Primary Caregiver  
9 Parenting Education Workshop services ~~continuously throughout~~ during the term  
10 of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates  
11 and times convenient for PARTICIPANTS. HO shall offer APS Parent/Primary  
12 Caregiver Parenting Education Workshop services at additional times based on  
13 PARTICIPANT availability.

14 4.5.4 HO shall provide APS Parent/Primary Caregiver Parenting  
15 Education Workshop services at the FRC and/or at other community locations, to  
16 be approved in advance and in 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 APS Parent/Primary Caregiver Parenting Education  
20 Workshop services shall address the following PSSF service category: APS.

21 4.5.7 HO shall provide qualified licensed ~~Counselor~~, or license-  
22 eligible ~~Bilingual~~ Counselor staff as specified in Subparagraph 11.4 of this  
23 Exhibit.

24 4.6 Parenting Education TLFR:

25 4.6.1 Child Guidance Center (CGC) shall provide Parenting  
26 Education TLFR services ~~for low-income~~ to parents ~~and/or~~ including caregivers  
27 ~~with~~ of children ages birth to eighteen (0-18) years who are in the family  
28 reunification process. TLFR parents may include: those who are low-income;

1 dealing with poverty issues, domestic violence, teen parent: those who may be  
2 experiencing a crisis due to interpersonal conflicts, difficult parenting  
3 issues, challenging child needs, and/or traumatic loss (hereinafter referred  
4 to as "PARTICIPANTS" for purposes of Subparagraph 4.6).

5 4.6.2 CGC shall provide Parenting Education TLFR services for a  
6 minimum of six (6) unduplicated PARTICIPANTS annually. Parenting Education  
7 TLFR services shall emphasize prevention of recurrence of maltreatment.  
8 Parenting Education TLFR topics shall include, but not be limited to the  
9 following: address parent responsibilities; provide psychologically based  
10 behavior principles; stress importance of appropriate discipline and support;  
11 self-control; emotional regulation; attachment and bonding from birth  
12 throughout childhood; difficulties inherent throughout childhood; open and  
13 honest communication; praise and acknowledgement; disruptive cycles of  
14 inappropriate parenting; healthy and supportive parenting; monitor attendance  
15 and participation; written report to County social workers; completion of  
16 pre/post-test, FaCT Assessment and Treatment Plan (A&TP), a County issued  
17 standard form; and required termination reports with the number of sessions  
18 PARTICIPANT attended. Parenting Education TLFR services shall be provided in a  
19 family friendly, culturally sensitive responsive and affirming manner in  
20 English and Spanish as needed by PARTICIPANT.

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

28 4.6.4 CGC shall provide Parenting Education TLFR services at the

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

3 4.6.5 CGC shall measure progress by ensuring PARTICIPANTS  
4 complete a FaCT registration form and FaCT approved assessment tools and the  
5 Assessment and Treatment Plan, and the Termination report.

6 4.6.6 CGC's Parenting Education TLFR services shall address the  
7 following PSSF service category: TLFR.

8 4.6.7 CGC shall provide qualified licensed Counselor or license-  
9 eligible Bilingual Counselor staff as specified in Subparagraph 11.13 of this  
10 Exhibit.

11 4.7 Parenting Education:

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

22 4.7.2 TCF shall provide Parenting Education services for a  
23 minimum of eight (8) unduplicated PARTICIPANTS annually. Parenting Education  
24 services shall improve parenting skills and family functioning by teaching  
25 parents/caregivers about child development (e.g., developmental expectations),  
26 behavior management (e.g., discipline techniques), and coping skills (e.g.,  
27 communication and stress management). Parenting Education topics shall  
28 include, but not be limited to the following: "Parenting Styles," "Child

1 Development and Expectations,” “Problem-Solving and Communication,” “Effective  
2 Communication and Discipline,” and “Exposure of Violence on Children.”  
3 Curriculum shall include psycho-education, improving communication and coping  
4 skills, strengthening parent-child and family relationships. Parenting  
5 Education services include making referrals to other community agencies if  
6 needed. Parenting Education services shall be provided in a family friendly,  
7 culturally sensitive responsive and affirming manner in English and Spanish as  
8 needed by PARTICIPANT.

9 4.7.3 TCF shall provide a minimum of one (1) ~~annual~~ Parenting  
10 Education series comprised of six (6) weekly classes. Each class session  
11 shall be a minimum of one and one-half (1 1/2) hours in duration. TCF shall  
12 provide Parenting Education ~~continuously throughout~~ during the term of this  
13 Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and  
14 times convenient for PARTICIPANTS ~~throughout the term of this Agreement~~. TCF  
15 shall offer Parenting Education services at additional times based on  
16 PARTICIPANT availability.

17 4.7.4 TCF shall provide Parenting Education services at the FRC  
18 and/or at other community locations, to be approved in advance and in writing  
19 by ADMINISTRATOR.

20 4.7.5 TCF shall measure progress by ensuring PARTICIPANTS  
21 complete a FaCT registration form, FaCT consent form, and FaCT approved  
22 assessment tools.

23 4.7.6 TCF's Parenting Education services shall address the  
24 following PSSF service categories: FP and FS.

25 4.7.7 TCF shall provide qualified Family Advocate/Individual  
26 Case Manager staff as specified in Subparagraph 11.18 of this Exhibit.

27 4.8 Family Advocacy/Case Management Support Services:

28 4.8.1 HO and TCF shall jointly provide Family Advocacy/Case

1 Management Support services ~~for at-risk, low-income intact, kinship, relative~~  
2 ~~caregivers, and/or foster and/or pre and post adoptive families with~~ to  
3 children ages birth through to eighteen (0-18) years, who are at-risk ~~for~~ of  
4 abuse and/or neglect, ~~low-income, homeless, unemployed, and/or their parents,~~  
5 ~~foster parents (and their children), and/or caregivers (and their children),~~  
6 pre- and post-adoptive families. Families include: those who are low-income:  
7 unemployed; intact families; homeless families; ~~those receiving child welfare~~  
8 ~~services including~~ families in the process of reunification or in the process  
9 of COUNTY adoption process; or those who may be experiencing a crisis due to  
10 interpersonal conflicts, difficult parenting issues, challenging child needs,  
11 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes  
12 of Subparagraph 4.8).

13 4.8.2 HO and TCF shall jointly provide Family Advocacy/Case  
14 Management Support services. HO and TCF shall each provide services for a  
15 minimum of fifty (50) unduplicated PARTICIPANTS for a total minimum of one  
16 hundred (100) unduplicated PARTICIPANTS annually. Family Advocacy/Case  
17 Management Support services shall include, but not be limited to, the  
18 following: conduct in office or in-home assessment of family strengths and  
19 needs; arrange, monitor, evaluate, and advocate for multiple services for  
20 families; refer PARTICIPANTS to resources, and opportunities; empower  
21 PARTICIPANTS to access community resources, and strengthen problem solving  
22 skills; development and implementation of a service plan; building on and  
23 supporting family strengths while identifying and linking families to  
24 resources and services; coordination of services among service providers and  
25 ADMINISTRATOR's Social Workers; monitor to assure PARTICIPANTS' needs are  
26 being met and goals are being achieved; reassessment of needs as appropriate;  
27 and termination processes. With PARTICIPANT permission, the Family  
28 Advocate/Individual Case Manager or FRC Coordinator shall refer PARTICIPANT to

1 CONTRACTOR's Comprehensive Case Management Team meetings to assist with  
2 mobilizing services in support of families receiving Family Advocacy/Case  
3 Management Support services. Services shall be provided in a family friendly,  
4 culturally sensitive responsive and affirming manner in English and Spanish as  
5 needed by PARTICIPANT.

6 4.8.3 HO and TCF shall jointly provide Family Advocacy/Case  
7 Management Support services continuously throughout the term of this Agreement  
8 Monday through Friday during FRC operating hours. HO and TCF shall provide  
9 short-term Family Advocacy/Case Management Support services for a minimum of  
10 thirty (30) days or long-term Family Advocacy/Case Management Support services  
11 for a minimum of sixty (60) days for each PARTICIPANT.

12 4.8.4 HO and TCF shall jointly primarily provide Family  
13 Advocacy/Case Management Support services in family's home, at the FRC, or at  
14 other community locations as needed with advance written approval by  
15 ADMINISTRATOR.

16 4.8.5 HO and TCF shall jointly measure progress by ensuring  
17 PARTICIPANTS complete a FaCT registration form, FaCT consent form, and FaCT  
18 approved assessment tools.

19 4.8.6 HO's and TCF's Family Advocacy/Case Management Support  
20 services shall address the following PSSF service categories: FP, FS, TLFR,  
21 and APS.

22 4.8.7 HO and TCF shall jointly provide qualified Family  
23 Advocate/Individual Case Manager staff as specified in Subparagraphs 11.2 and  
24 11.18 of this Exhibit.

25 4.9 Community Resource Services:

26 4.9.1 Human Options (HO) shall provide Community Resource  
27 services for ~~at-risk, low-income~~ to the following: parents and/or caregivers  
28 and their children ages birth to eighteen (0-18) years who are at-risk of

1 abuse or neglect; those who are low-income or dealing with poverty issues  
2 (hereinafter referred to as "PARTICIPANTS" for purposes of 4.9).

3 4.9.2 HO shall provide Community Resource services for a minimum  
4 of twelve-hundred (1200) unduplicated PARTICIPANTS annually. Community  
5 Resource services shall include an assessment of need and referral to  
6 emergency housing, emergency food, family counseling, child care, substance  
7 abuse counseling and treatment, parenting training, utility assistance, health  
8 and mental health treatment, education and job training, legal aid, youth  
9 academic and recreation services, and many other services based on client  
10 needs. The FRC shall be required to partner with other County and local  
11 community resource services providers. Services shall be provided in a family  
12 friendly, culturally sensitive responsive and affirming manner in English and  
13 Spanish as needed by PARTICIPANT.

14 4.9.3 HO shall provide Community Resource services Monday  
15 through Friday during FRC operating hours, continuously throughout the term of  
16 this Agreement. FRC shall provide a phone messaging system to record messages  
17 during all other times.

18 4.9.4 HO shall provide Community Resource services at FRC  
19 locations.

20 4.9.5 HO shall measure progress by completing the FaCT approved  
21 measurement tools.

22 4.9.6 HO's Community Resource services shall address the  
23 following PSSF service categories: FP, FS, TLFR, and APS.

24 4.9.7 HO shall provide qualified Community Resource services  
25 Specialist staff as specified in Subparagraph 11.3 of this Exhibit

26 4.10 Individual Counseling Services for Prevention and Treatment of  
27 Child Abuse

28 4.10.1 CGC shall provide Individual Counseling services for



1 ~~parents, foster parents, caregivers, and/or their~~ to children ages birth to  
2 eighteen (0-18) years, ~~who are not Medi-Cal eligible and/or do not meet the~~  
3 ~~Medi-Cal eligibility requirements for medical necessity and who are at-risk~~  
4 ~~for~~ of abuse and/or neglect, and/or their parents, foster parents (and their  
5 children), adoptive parents (and their children), and/or caregivers (and their  
6 children). Individuals may include: those who are low-income; coming from  
7 intact families; ~~and/or families~~ individuals in the process of reunification;  
8 those who may be experiencing a crisis due to interpersonal conflicts, family  
9 ~~crisis~~, difficult parenting issues, challenging child needs, and/or traumatic  
10 loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph  
11 4.10). These individuals are not Medi-Cal eligible; and/or do not meet the  
12 Medi-Cal eligibility requirements for medical necessity.

13 4.10.2 CGC shall provide Individual Counseling services for a  
14 minimum of twenty-four (24) individual unduplicated PARTICIPANTS annually.  
15 Individual Counseling services shall include, but not be limited to; assess  
16 PARTICIPANT's needs, provide emotional support, stabilize immediate crisis and  
17 develop goals for PARTICIPANTS, address independent living skills, self-  
18 control, parenting issues, cycle of abuse, victimization, enhance family  
19 dynamics, modify dysfunctional behaviors, incorporate appropriate family roles  
20 and develop time limited goals for the family and child in placement that are  
21 targeted to PARTICIPANTS' particular reunification plans, if applicable and  
22 make appropriate linkages to all needed treatment programs and social support  
23 systems. The ~~Bilingual~~ Counselor and/or designee, as approved by  
24 ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team  
25 meetings. Services shall be provided in a culturally sensitive responsive  
26 manner in English and Spanish as needed by PARTICIPANT.

27 4.10.3 CGC shall provide Individual Counseling services  
28 continuously throughout the term of this Agreement by appointment Monday

1 through Friday during FRC operating hours. CGC may also schedule evening  
2 hours at the request of PARTICIPANTS. Individual Counseling sessions shall be  
3 a minimum of fifty (50) minutes in duration, or as clinically indicated by the  
4 clinician, and offered to PARTICIPANTS on a weekly basis. CGC shall offer a  
5 minimum of four (4) weeks of counseling sessions and a maximum of twenty (20)  
6 sessions for each PARTICIPANT. FRC shall provide a phone messaging system to  
7 record messages and post a sign with an emergency contact name and telephone  
8 number for PARTICIPANTS who may call or visit the FRC after hours.

9 4.10.4 CGC shall provide Individual Counseling services in a  
10 private office space at the FRC, or other community locations, with advance  
11 written approval by ADMINISTRATOR, provided location can accommodate the  
12 confidentiality of the service.

13 4.10.5 CGC shall measure progress by ensuring PARTICIPANTS  
14 complete a FaCT registration form, FaCT consent form, and FaCT approved  
15 assessment tools.

16 4.10.6 CGC's Individual Counseling services shall address the  
17 following PSSF service categories: FP, FS, and APS.

18 4.10.7 CGC shall provide qualified licensed Counselor or license-  
19 eligible Counselor as specified in Subparagraph 11.13 of this Exhibit.

#### 20 4.11 Family Counseling

21 4.11.1 CGC shall provide Family Counseling services ~~for families~~  
22 ~~with~~ to children ages birth to eighteen (0-18) years, ~~who are not Medi-Cal~~  
23 ~~eligible and/or do not meet the Medi-Cal eligibility requirements for medical~~  
24 ~~necessity and~~ who are at-risk ~~for~~ of abuse and/or neglect, and/or ~~their~~  
25 ~~parents, foster parents (and their children), adoptive families (and their~~  
26 ~~children), and/or caregivers (and their children).~~ Families may include:  
27 those who are low-income; intact families; ~~and/or~~ families in the process of  
28 reunification; ~~who may be~~ families experiencing a crisis due to interpersonal

1 conflicts, ~~family crisis~~, difficult parenting issues, challenging child needs,  
2 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes  
3 of Subparagraph 4.11). These individuals are not Medi-Cal eligible; and/or do  
4 not meet the Medi-Cal eligibility requirements for medical necessity.

5 4.11.2 CGC shall provide Family Counseling services for a minimum  
6 of ten (10) families, unduplicated PARTICIPANTS annually. Family Counseling  
7 services shall include, but not be limited to; assess PARTICIPANT's needs,  
8 provide emotional support, stabilize immediate crisis and develop goals for  
9 PARTICIPANTS, address independent living skills, self-control, parenting  
10 issues, cycle of abuse, victimization, enhance family dynamics, modify  
11 dysfunctional behaviors, incorporate appropriate family roles and develop time  
12 limited goals for the family and child in placement that are targeted to  
13 PARTICIPANTS' particular reunification plans, if applicable and make  
14 appropriate linkages to all needed treatment programs and social support  
15 systems. The ~~Bilingual~~ Counselor and/or designee, as approved by  
16 ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team  
17 meetings. Services shall be provided in a culturally sensitive responsive  
18 manner in English and Spanish as needed by PARTICIPANT.

19 4.11.3 CGC shall provide Family Counseling services continuously  
20 throughout the term of this Agreement by appointment Monday through Friday  
21 during FRC operating hours. CGC may also schedule evening hours at the  
22 request of PARTICIPANTS. Family Counseling sessions shall be a minimum of  
23 fifty (50) minutes in duration, or as clinically indicated by the clinician,  
24 and offered to PARTICIPANTS on a weekly basis. CGC shall offer a minimum of  
25 four (4) weeks of counseling sessions and a maximum of twenty (20) sessions  
26 for each PARTICIPANT. FRC shall provide a phone messaging system to record  
27 messages and post a sign with an emergency contact name and telephone number  
28 for PARTICIPANTS who may call or visit the FRC after hours.

1 4.11.4 CGC shall provide Family Counseling services in a private  
2 office space at the FRC, or other community locations, with advance written  
3 approval by ADMINISTRATOR, provided location can accommodate the  
4 confidentiality of the service.

5 4.11.5 CGC shall measure progress by ensuring PARTICIPANTS  
6 complete a FaCT registration form, FaCT consent form, and FaCT approved  
7 assessment tools.

8 4.11.6 CGC's Family Counseling services shall address the  
9 following PSSF service categories: FP, FS, and APS.

10 4.11.7 CGC shall provide qualified licensed Counselor or license-  
11 eligible Bilingual Counselor as specified in Subparagraph 11.113 of this  
12 Exhibit.

#### 13 4.12 Men's Group Counseling

14 4.12.1 CGC shall provide Men's Group Counseling services for  
15 ~~families with~~ to fathers of children ages birth to eighteen (0-18) years ~~who~~  
16 ~~are not Medi-Cal eligible and/or do not meet the Medi-Cal eligibility~~  
17 ~~requirements for medical necessity and who are at-risk for~~ of abuse and/or  
18 neglect. Individuals may include: those who are and/or low-income; coming  
19 from intact families; and/or families individuals in the process of  
20 reunification; those who may be experiencing a crisis due to interpersonal  
21 conflicts, ~~family crisis~~, difficult parenting issues, challenging child needs,  
22 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes  
23 of Subparagraph 4.12). These individuals are not Medi-Cal eligible; and/or do  
24 not meet the Medi-Cal eligibility requirements for medical necessity.

25 4.12.2 CGC shall provide Men's Group Counseling services for a  
26 minimum of five (5) individuals, unduplicated PARTICIPANTS annually. Family  
27 Counseling services shall include, but not be limited to; assess PARTICIPANT's  
28 needs, provide emotional support, stabilize immediate crisis and develop goals

1 for PARTICIPANTS, address independent living skills, self-control, parenting  
2 issues, cycle of abuse, victimization, enhance family dynamics, modify  
3 dysfunctional behaviors, incorporate appropriate family roles and develop time  
4 limited goals for the family and child in placement that are targeted to  
5 PARTICIPANTS' particular reunification plans, if applicable and make  
6 appropriate linkages to all needed treatment programs and social support  
7 systems. The ~~Bilingual~~ Counselor and/or designee, as approved by  
8 ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team  
9 meetings. Services shall be provided in a culturally sensitive responsive  
10 manner in English and Spanish as needed by PARTICIPANT.

11 4.12.3 Men's Group Counseling sessions shall be a minimum of one-  
12 hundred twenty (120) minutes in duration, or as clinically indicated by the  
13 clinician, and offered to PARTICIPANTS on a weekly basis. CGC shall offer a  
14 minimum of five (5) weeks of counseling sessions for each PARTICIPANT. FRC  
15 shall provide a phone messaging system to record messages and post a sign with  
16 an emergency contact name and telephone number for PARTICIPANTS who may call  
17 or visit the FRC after hours.

18 4.12.4 CGC shall provide Men's Group Counseling services in a  
19 private office space at the FRC, or other community locations, with advance  
20 written approval by ADMINISTRATOR, provided location can accommodate the  
21 confidentiality of the service.

22 4.12.5 CGC shall measure progress by ensuring PARTICIPANTS  
23 complete a FaCT registration form, FaCT and FRC consent forms, and FaCT  
24 approved assessment tools.

25 4.12.6 CGC's Men's Group Counseling services shall address the  
26 following PSSF service categories: FP, FS, TLFR and APS.

27 4.12.7 CGC shall provide qualified licensed Counselor or license-  
28 eligible ~~Bilingual~~ Counselor as specified in Subparagraph 11.113 of this

1 Exhibit.

2 4.13 Child Empowerment Group Services

3 4.13.1 HO and CGC shall provide Child Empowerment Group services  
4 ~~for~~ to children ages six through eleven (6-11) years, (hereinafter referred to  
5 as "PARTICIPANTS" for purposes of Subparagraph 4.13).

6 4.13.2 HO and CGC shall jointly provide Child Empowerment Group  
7 services for two (2) series of groups to two (2) different age ranges. One  
8 Child Empowerment Group services shall be provided to children ages six (6)  
9 through eight (8) years and one to children ages nine (9) to eleven (11) years  
10 in order to ensure appropriateness of discussions and material presented. The  
11 main goal of the group is to improve self-confidence, social skills, family  
12 communication, problem-solving and personal safety through various mediums  
13 including discussion, activities and artwork that is shared in the group.  
14 Children shall receive a completion certificate at the end of the group  
15 series.

16 4.13.3 HO and CGC shall jointly provide Child Empowerment Group  
17 services for a minimum of twelve (12) unduplicated PARTICIPANTS. HO and CGC  
18 shall provide two (2) series for six (6) consecutive weeks. HO and CGC shall  
19 jointly provide Child Empowerment Group services continuously throughout the  
20 term of this Agreement Monday through Friday during FRC operating hours.

21 4.13.4 HO and CGC shall provide Child Empowerment Group services  
22 at the FRC and/or at other community locations, to be approved in advance and  
23 in writing by ADMINISTRATOR

24 4.13.5 HO and CGC shall measure progress by ensuring  
25 PARTICIPANT'S caregiver complete a FaCT registration form, and FaCT approved  
26 assessment tools.

27 4.13.6 CGC's Child Empowerment Group services shall address the  
28 following PSSF service categories: FP, FS, TLFR and APS.

1                   4.13.7 HO and CGC shall provide qualified licensed Counselor or  
2 license-eligible Bilingual Counselor staff as specified in Subparagraph 11.13  
3 of this Exhibit.

4                   4.14 Parent-Child Interaction Therapy for Pre-Post Adoptive Parents

5                   4.14.1 CGC shall provide Parent-Child Interaction Therapy  
6 services for at risk, low income, pre/post adoptive and/or foster to parents,  
7 and/or pre/post adoptive parents (and their children), foster parents (and  
8 their children), caregivers (and their children) ages two (2) to ten (10)  
9 years (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph  
10 4.14).

11                   4.14.2 CGC shall provide Parent-Child Interaction Therapy for  
12 Pre- and Post-Adoptive Parents services for eight (8) unduplicated  
13 PARTICIPANTS. Parent-Child Interaction Therapy for Pre- and Post-Adoptive  
14 Parents services shall include, but not be limited to, the following: live-  
15 coached counseling sessions with both the parent/caregiver and the child  
16 present in a room. Using a wireless earphone, transmitter and receiver  
17 system, the parent/caregiver shall be coached in specific skills as he/she  
18 interacts in specific play with the child. CGC's Counselor II staff shall  
19 coach the parent/caregiver from behind a one-way mirror. Parent-Child  
20 Interaction Therapy for Pre- and Post-Adoptive Parents services shall be  
21 provided in Spanish and English as required by PARTICIPANTS.

22                   4.14.3 CGC shall provide Parent-Child Interaction Therapy for  
23 Pre- and Post-Adoptive Parents services by appointment from Monday from 9:00  
24 a.m. to 8:00 p.m.; Tuesday from 8:30 a.m. to 5:00 p.m.; Wednesday from 8:00  
25 a.m. to 5:00 p.m.; Thursday from 8:30 a.m. to 5:00 p.m.; and on Friday from  
26 8:30 a.m. to 5:00 p.m., continuously throughout the term of this Agreement.  
27 Parent-Child Interaction Therapy for Pre- and Post-Adoptive Parents services  
28 shall be a minimum of sixteen (16) weeks in duration. Each Parent-Child

1 Interaction Therapy counseling session shall be a minimum of one (1) hour in  
2 duration.

3 4.14.4 CGC shall provide Parent-Child Interaction Therapy for  
4 Pre- and Post-Adoptive Parents services at CGC's offices.

5 4.14.5 CGC's Parent-Child Interaction Therapy for Pre- and Post-  
6 Adoptive Parents services shall address the following PSSF service categories:  
7 FP, FS, TLFR, and APS

8 4.14.6 CGC shall measure progress by ensuring PARTICIPANTS  
9 complete a FaCT registration form and FaCT approved assessment tools.

10 4.14.7 CGC shall provide qualified Counselor II staff as  
11 specified in Subparagraph 11.12 of this Exhibit.

12 4.15 Life Skills Workshops

13 4.15.1 HO shall provide Life Skills Workshops to ~~at-risk~~ parents,  
14 foster parents(and/or their children), caregivers (and/or their children) ages  
15 birth to eighteen (0-18) years of age ~~in the community who have been~~  
16 ~~identified by the ADMINSTRATOR and referred to CONTRACTOR as potential risk~~  
17 ~~for child abuse/neglect and/or referred by FRC staff and partners.~~ are at-risk  
18 of abuse or neglect. Individuals may include: those who are low-income;  
19 dealing with poverty issues, domestic violence, teen parent, receiving child  
20 welfare services including families in the process of reunification or COUNTY  
21 adoption process and/or those who may be experiencing a crisis due to  
22 interpersonal conflicts, difficult parenting issues, challenging child needs,  
23 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes  
24 of Subparagraph 4.15).

25 4.15.2 HO shall provide Life Skills Workshops services for a  
26 minimum of ninety (90) unduplicated PARTICIPANTS. Life Skills Workshops shall  
27 include but not be limited to, self-esteem and character building, increased  
28 coping skills and family coherence, family building and bonding, children and



1 teen issues facing youth, stress management, and impact of family trauma,  
2 child abuse and domestic violence.

3 4.15.3 HO shall provide six (6) Life Skills Workshops. Each  
4 workshop shall be a minimum of one and one-half (1-1/2) hours in duration.  
5 Workshops shall be provided Monday through Friday during FRC operating hours,  
6 and/or other approved sites by ADMINISTRATOR on evenings as required by  
7 PARTICIPANTS. HO shall provide childcare to PARTICIPANTS of the Life Skills  
8 Workshops as needed or required.

9 4.15.4 HO shall provide Life Skills Workshops at the FRC and/or  
10 at other community locations, to be approved in advance and in writing by  
11 ADMINISTRATOR.

12 4.15.5 HO shall measure progress by ensuring PARTICIPANTS  
13 complete a FaCT registration form and FaCT approved assessment tools.

14 4.15.6 HO Life Skills Workshops shall address the following PSSF  
15 service categories: FP, FS, TLFR, and APS.

16 4.15.7 HO shall provide qualified Community Resource Specialist  
17 as specified in Subparagraph 11.3 of this Exhibit.

18 4.16 Differential Response Family Advocacy:

19 4.16.1 HO shall provide Differential Response Family Advocacy  
20 services ~~for at-risk,~~ to the following: families with children ages birth  
21 ~~through~~ to eighteen (0-18) years, who have been identified by ADMINISTRATOR  
22 and referred to CONTRACTOR as potential risks for child abuse ~~and/or~~ neglect  
23 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.16).

24 4.16.2 HO shall provide Differential Response Family Advocacy  
25 services for a minimum of seventy-five (75) unduplicated PARTICIPANTS.  
26 Differential Response Family Advocacy services shall focus on a family  
27 centered approach to maintain children safely in the home; reduce entry into  
28 the child welfare system; serve as a support to families while in crisis; and

1 provide assistance to PARTICIPANTS in accessing community resources. Services  
2 shall be provided in a family friendly, culturally sensitive responsive and  
3 affirming manner in English and Spanish as needed by PARTICIPANT.

4 4.16.3 HO shall provide a minimum of one (1) in-home Differential  
5 Response Family Advocacy visit and one (1) phone call per family.  
6 Differential Response Family Advocacy services shall be provided continuously  
7 throughout the term of this Agreement Monday through Friday during FRC  
8 operating hours. HO shall provide Differential Response Family Advocacy  
9 services for a minimum of thirty (30) days for each PARTICIPANT.

10 4.16.4 HO shall primarily provide Differential Response Family  
11 Advocacy services in family's home, at the FRC, or at other community  
12 locations as needed with advance written approval by ADMINISTRATOR.

13 4.16.5 HO shall measure progress by ensuring PARTICIPANTS  
14 complete a FaCT registration form, FaCT consent form, and FaCT approved  
15 assessment tools.

16 4.16.6 HO's Differential Response Family Advocacy services shall  
17 address the following PSSF service category: FP

18 4.16.7 HO shall provide qualified DR Family Advocate staff as  
19 specified in Subparagraph 11.6 of this Exhibit.

20 4.17 Differential Response In-Home Family Support:

21 4.17.1 HO and CGC shall jointly provide DR In-Home Family Support  
22 services for ~~at risk,~~ to the following: families with children ages birth  
23 through to eighteen (0-18) years, who have been identified by ADMINISTRATOR  
24 and referred to CONTRACTOR as potential risks for child abuse and/or neglect  
25 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.17).

26 4.17.2 HO and CGC shall jointly provide DR In-Home Family Support  
27 services. HO shall provide services for a minimum of forty-eight (48)  
28 PARTICIPANTS and CGC shall provide services for a minimum of twelve (12)

1 PARTICIPANTS, for a total of sixty (60) unduplicated PARTICIPANTS annually. DR  
2 In-Home Family Support services shall address positive parenting skills,  
3 discipline, child development, child health and safety, assess family needs;  
4 stabilize immediate crisis; increase coping skills and family cohesiveness;  
5 reduce exposure to violence; and improve communication skills. Services shall  
6 be provided in a family friendly, culturally sensitive responsive and  
7 affirming manner in English and Spanish as needed by PARTICIPANT.

8 4.17.3 HO and CGC shall jointly provide a minimum of four (4)  
9 weeks and maximum of six (6) weeks of DR In-Home Family Support per family.  
10 DR In-Home Family Support services shall be provided continuously throughout  
11 the term of this Agreement Monday through Friday during FRC operating hours.

12 4.17.4 HO and CGC shall jointly primarily provide DR In-Home  
13 Family Support services in family's home, at the FRC, or at other community  
14 locations as needed with advance written approval by ADMINISTRATOR.

15 4.17.5 HO and CGC shall jointly measure progress by ensuring  
16 PARTICIPANTS complete a FaCT registration form, FaCT consent form, and FaCT  
17 approved assessment tools.

18 4.17.6 HO and CGC's DR In-Home Family Support services shall  
19 address the following PSSF service categories: FP, FS, TLFR, and APS.

20 4.17.7 HO and CGC shall jointly provide qualified DR In-Home  
21 Family Specialist staff as specified in Subparagraphs 11.6 and 11.16 of this  
22 Exhibit.

23 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

24 5.1 In addition to providing the services described in Paragraph 3 of  
25 this Exhibit A, CONTRACTOR agrees to:

26 5.1.1 Provide ADMINISTRATOR a detailed marketing plan for each  
27 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

28 5.1.2 Actively engage the community including local residents,

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

4 ~~5.1.3 Be community based and maximize opportunities to provide~~  
5 ~~integrated, coordinated and easily accessible resources for families that~~  
6 ~~assure the successful linkage of program participants with needed services.~~

7 ~~5.1.4 Affirm families' cultural, ethnic, and linguistic~~  
8 ~~identities and enhance their ability to function in a multicultural society.~~

9 ~~5.1.5 Be outcome driven and identify indicators that accurately~~  
10 ~~reflect progress towards stated goal(s).~~

11 ~~5.1.6 Employ program strategies based on principles that have~~  
12 ~~been demonstrated to be effective with the target population to be served.~~

13 ~~5.1.7 Identify and address family and child abuse issues in the~~  
14 ~~community with an emphasis on prevention, early intervention, and permanency.~~

15 ~~5.1.8 Identify and address substance abuse problems, including~~  
16 ~~prevention and access to intervention strategies.~~

17 5.1.9 Demonstrate the ability, now and in the future, to  
18 integrate multiple public, private, and collaborative partner funding sources.

19 5.2 CONTRACTOR shall develop and maintain a Governance Structure  
20 document outlining resource sharing, accountability, decision-making  
21 strategies, and a conflict resolution plan. The Governance Structure shall  
22 include, but not be limited to, the addition and/or deletion of any partner  
23 agency, change of designated fiscal agent, ongoing community input and  
24 involvement, principles of collaboration, and voting quorum (including what  
25 constitutes a quorum).

26 5.3 CONTRACTOR's FRC Coordinator shall participate in meetings, to be  
27 held not more than once per month, of all FaCT FRC Program Coordinators for  
28 the purpose of information sharing, joint problem solving, identification of

1 Best Practices, development of common approaches to case management and  
2 intake, training, and other related matters. ADMINISTRATOR will provide  
3 CONTRACTOR with detailed information regarding meeting date(s) and  
4 location(s).

5 5.4 CONTRACTOR shall develop a Community Engagement Advisory Committee  
6 (CEAC) that shall meet a minimum of quarterly during the term of this  
7 Agreement. CEAC shall develop and advance a community agenda to affect  
8 community level change. The FRC will maintain a roster and a copy of minutes  
9 for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary,  
10 depending on the specific goals of, and the services to be provided by the  
11 FRC. The CEAC shall consist of community members such as parents, youths,  
12 teachers, school community liaisons, businesses professionals, religious  
13 community leaders, law enforcement, human and health service professionals,  
14 and city representatives. CEAC shall assess, survey, and identify community  
15 strengths and needs to advocate for FRC services to meet community need on an  
16 annual basis; develop parent and youth leadership; and engage business  
17 community to provide tangible support and leadership. The FRC shall provide  
18 staff and volunteer coordination to develop and support CEAC.

19 5.5 Appropriate CONTRACTOR staff shall participate in all required  
20 training identified by ADMINISTRATOR, including, but not limited to,  
21 management information system, FRC Program Coordinator's role in the FRC, and  
22 other FRC responsibilities and activities. ADMINISTRATOR will provide  
23 CONTRACTOR with detailed information regarding meeting date(s) and  
24 location(s).

25 5.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures for  
26 reporting any special incidents that occur during CONTRACTOR's performance of  
27 duties under this Agreement, involving CONTRACTOR's staff, participants,  
28 and/or property.

1           5.7 HO shall provide child care services at the FRC to children of  
2 parents attending FRC programs Monday through Friday during FRC operating  
3 hours, and on evenings and weekends as required by PARTICIPANTS. HO shall  
4 provide qualified Child Care staff as specified in Subparagraph 11.9 of this  
5 Exhibit. HO shall provide a minimum of two hundred fifty (250) hours of child  
6 care continuously throughout the term of this Agreement

7       6.    FACILITIES

8           Administrative services under this Agreement shall be provided at:

9                   Minnie Street Family Resource Center

10                   c/o Human Options

11                   1300 E. McFadden, Room 13

12                   Santa Ana, CA 92705

13                                   and

14                   1626 E. Fourth Street

15                   Santa Ana, CA 92701

16           Home Based Services will be provided in the homes of PARTICIPANTS  
17 referred for service.

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

21       7.    REPORTS

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

25           7.1 Family identifier;

26           7.2 Family member identifier;

27           7.3 Ethnicity;

28           7.4 Date of birth;

1           7.5    Sex;

2           7.6    Referral reason(s);

3           7.7    Services recommended;

4           7.8    Services provided;

5           7.9    Date services delivery begins;

6           7.10   Date service delivery ends;

7           7.11   Status indicators (e.g., previous abuse reports, existing health

8           problems, etc.);

9           7.12   Primary language spoken;

10          7.13   PSSF service outcomes as identified in Paragraph 2 of this

11          Exhibit; and,

12          7.14   PSSF service category as identified in Paragraph 2 of this

13          Exhibit.

14          7.15   Reports shall be prepared in a format approved in writing by

15          ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and

16          Social Services Agency (SSA) Contract Administrator by the twentieth (20th)

17          day of each month for the preceding month of services.

18          7.16   CONTRACTOR shall complete registration forms and attendance sheets

19          for every service delivered to participant(s) unless specifically exempted by

20          ADMINISTRATOR.

21          7.17   CONTRACTOR shall complete the FaCT standardized Marketing Outreach

22          Log and CEAC Data Form and shall submit to ADMINISTRATOR quarterly, ten (10)

23          calendar days following the end of each quarter.

24          7.18   CONTRACTOR shall provide information deemed necessary by

25          ADMINISTRATOR to complete any state-required reports related to the services

26          provided under this Agreement.

27        8.    UTILIZATION REVIEW

28          8.1    CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's

1 request at CONTRACTOR's facility identified in Paragraph 6 of this Exhibit A,  
2 to review and evaluate a random selection of PARTICIPANT case records. The  
3 review shall include, but is not limited to, an evaluation of the necessity  
4 and appropriateness of services provided and length of services. PARTICIPANT  
5 cases to be reviewed shall be randomly selected by ADMINISTRATOR.

6 8.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve  
7 differences of opinion regarding the necessity and appropriateness of services  
8 and length of services, the dispute shall be submitted to COUNTY's Director of  
9 Children and Family Services for final resolution.

10 9. SUSTAINABILITY

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

14 9.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order  
15 to pursue long-term sustainability of CONTRACTOR's FaCT collaborative  
16 programs. This includes, but is not limited to, participation in the  
17 following:

18 9.1.1 Assessment of long-term need for and reasonableness of  
19 FaCT collaborative programs;

20 9.1.2 Training programs developed by or for FaCT;

21 9.1.3 Outreach activities initiated by FaCT staff or FaCT  
22 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

23 9.1.4 Research of other public/private funding sources and  
24 opportunities;

25 9.1.5 Pursuit of linkages with other partners, as appropriate;  
26 and,

27 9.1.6 Development of marketing and community education materials  
28 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.



1 9.2 CONTRACTOR agrees to cooperate in these efforts, as well as  
 2 independently pursue opportunities to improve sustainability of their  
 3 collaborative program. Independent activities may include activities  
 4 identified above as well as grant writing, and engaging in collaborative  
 5 agreements with other integrated service initiatives.

6 9.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain  
 7 CONTRACTOR's FaCT collaborative program by including written progress reports  
 8 in FaCT measurement tools reports.

9 10. BUDGET

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

12 BUDGET FOR PERIOD OF JULY 1, 2011 2014 THROUGH JUNE 30, 2014 2015:

<u>LINE ITEMS:</u>	Maximum		
		Hourly	Annual
<u>SALARIES:</u>	<u>FTE</u> <sup>(1)</sup>	<u>Rate</u> <sup>(2)</sup>	<u>Budget</u>
<u>Human Options (HO):</u>			
FRC Coordinator (Service 4.1)	1.00	\$26.52	\$ 55,162
Family Advocate/Individual Case Manager (Service 4.8)	0.50	16.32	16,973
Community Resource Specialist (Service 4.9 and 4.15)	1.00	15.50	32,240
Bilingual Counselor I (Services 4.2, - 4.5, 4.13)	0.20	22.97	9,556
Grant Coordinator (Admin)	0.10	20.00	<u>4,160</u>
Subtotal HO Salaries:			\$118,091
HO Benefits (17%) <sup>(3)</sup>			<u>20,075</u>
Subtotal HO Salaries and Benefits:			\$138,166
<u>Child Guidance Center (CGC):</u>			

1	Comprehensive Case Management Team			
2	Facilitator (Service 4.1)	0.08	30.00	\$ 4,992
3	Clinical Supervisor (Admin)	0.10	\$35.00	7,280
4	Counselor II/Parent-Child Interaction			
5	Therapy Trainer (Service 4.14)	0.075	26.25	4,095
6	Bilingual Counselor III (Services 4.6,			
7	4.10 - 4.12)	0.45	23.50	21,996
8	Program Director (Admin)	0.035	37.28	<u>2,714</u>
9	Subtotal CGC Salaries:			\$ 41,077
10	CGC Benefits (19.37%) <sup>(3)</sup>			<u>7,957</u>
11	Subtotal CGC Salaries and Benefits:			\$ 49,034
12	<u>Cambodian Family (TCF):</u>			
13	Family Advocate/Individual Case Manager			
14	(Services 4.7, 4.8)	0.50	\$18.00	\$ 18,720
15	Subtotal TCF Salaries:			<u>18,720</u>
16	TCF Benefits (30%) <sup>(3)</sup>			<u>5,616</u>
17	Subtotal TCF Salaries and Benefits:			\$ 24,336
18	SUBTOTAL ALL SALARIES AND BENEFITS:			\$211,536
19	<u>SERVICES AND SUPPLIES:</u>			
20	HO - Childcare <sup>(6)</sup>			\$ 3,500
21	HO - Admin Office Expenses			1,000
22	HO - Internet/Computer Equipment			776
23	HO - Mileage <sup>(4 &amp; 5)</sup>			400
24	CGC - Independent Audit/CPA			350
25	CGC - Admin Office Expenses			500
26	CGC - Program Expenses			250
27	CGC - Telephone			325
28				

1	CGC - Mileage <sup>(4 &amp; 5)</sup>			151
2	CGC - Continuing Education/Training			450
3	TCF - Mileage <sup>(4 &amp; 5)</sup>			<u>237</u>
4	SUBTOTAL SERVICES AND SUPPLIES:			\$ 7,939
5	<u>OPERATING EXPENSES:</u>			
6	CGC - Insurance			<u>525</u>
7	SUBTOTAL OPERATING EXPENSES:			\$ 525
8	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES,			
9	SUPPLIES, AND OPERATING EXPENSES:			\$220,000
10	<u>DIFFERENTIAL RESPONSE (DR) PROGRAM:</u>			
11	<u>HO - DR SALARIES:</u>			
12	DR Family Advocate (Service 4.16)	1.00	\$18.00	\$ 37,440
13	DR In-Home Family Specialist (Service			
14	4.17)	0.80	22.97	38,222
15	DR Clinical Supervisor (Admin)	0.045	30.00	<u>2,808</u>
16	SUBTOTAL HO DR SALARIES:			\$ 78,470
17	DR Benefits (17%) <sup>(3)</sup>			<u>13,340</u>
18	SUBTOTAL HO DR SALARIES AND BENEFITS:			\$ 91,810
19	<u>CGC - DR SALARIES:</u>			
20	DR Clinical Supervisor (Admin)	0.059	\$35.00	\$ 4,295
21	DR In-Home Family Specialist (Service			
22	4.17)	0.20	23.50	9,776
23	DR Program Director (Admin)	0.02	37.28	<u>1,551</u>
24	SUBTOTAL CGC DR SALARIES:			\$ 15,622
25	DR Benefits (12.8%) <sup>(3)</sup>			<u>2,000</u>
26	SUBTOTAL CGC DR SALARIES AND			
27	BENEFITS:			\$ 17,622
28				

1	<u>DR PROGRAM SERVICES AND SUPPLIES:</u>	
2	HO - DR Administrative Office Expenses	\$ 500
3	HO - DR Family Stabilization Funds	784
4	HO - DR Mileage <sup>(4 &amp; 5)</sup>	750
5	HO - DR Child Care <sup>(6)</sup>	1,256
6	CGC - DR Administrative Office Expenses	300
7	CGC - DR Program Expenses	123
8	CGC - DR Mileage <sup>(4 &amp; 5)</sup>	<u>195</u>
9	SUBTOTAL DR SERVICES AND SUPPLIES:	\$ 3,908

10	<u>DR PROGRAM OPERATING EXPENSES:</u>	
11	CGC DR INSURANCE	\$ 200
12	SUBTOTAL DR OPERATING EXPENSES:	\$ 200
13	SUBTOTAL ALL DR SALARIES, BENEFITS, SERVICES,	
14	SUPPLIES, AND OPERATING EXPENSES:	\$113,540
15	MAXIMUM COUNTY OBLIGATION:	\$333,540

17       <sup>(1)</sup> For hourly employees, Full-Time Equivalent (FTE) is defined as the  
18 amount of time (stated as a percentage) the position will be providing  
19 services under the terms of this Agreement. This percentage is based upon a  
20 40-hour work week. For salaried employees, FTE is defined as the amount of  
21 time (stated as a percentage) the position will be paid for under the terms of  
22 this Agreement, regardless of the number of hours actually worked.

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

25       <sup>(3)</sup> Medical, long-term disability, retirement, pension, employee  
26 assistance, FICA, SUI, Workers' Compensation and vacation accrual.

27       <sup>(4)</sup> Mileage is limited to the amount allowed by IRS.

28       <sup>(5)</sup> Travel costs will be in accordance with Title 41 CFR Chapter 301,

1 Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must  
2 be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for  
3 actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter  
4 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid  
5 to employees for meals and incidental expenses incurred during travel up to  
6 the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

7 (6) HO shall use this funding only for child care services as described  
8 herein. Allowable costs include direct child care services and the purchase  
9 of supplies directly related to the provision of child care services. All  
10 purchases for child care related supplies must be requested in advance and in  
11 writing for approval by ADMINISTRATOR. Services shall be reimbursed based on  
12 actual hours worked. Child Care Worker position does not include any benefits.

13 11. STAFF

14 HO shall provide the following described staff positions:

15 11.1 FRC Coordinator:

16 11.1.1 Duties: Perform a variety of administrative functions  
17 including; coordinate service providers; supervise FRC staff including DR  
18 staff; oversee the day-to-day operation of the FRC; compile statistical and  
19 financial data for various reports; facilitate community involvement in the  
20 CEAC; coordinate governance and policy procedure development; coordinate  
21 opportunities for staff; prepare and monitor program budget; market FRC  
22 services within the community; initiate outreach to new partners and service  
23 providers; answer public inquiries regarding services, procedures, operations,  
24 and regulations; facilitate FRC and staff meetings; complete all required  
25 documentation and data oversight; attend all required FaCT meetings; and  
26 perform related duties as assigned.

27 ~~11.1.2~~ Qualifications: Bachelor's degree (or Master's degree  
28 preferred) in social work, sociology, psychology or related field from an

1 accredited university and two (2) years of experience working with at-risk  
2 families and the community; ~~two (2) years of experience working with the~~  
3 ~~community; some~~ knowledge of the child welfare system; capability of relating  
4 well to individuals from diverse of backgrounds, and cultures, varied income  
5 levels, and educational levels; ~~some~~ supervisory experience in management;  
6 ~~demonstrated~~ ability to work successfully in a collaborative environment;  
7 attention to detail; ~~proficient in written and verbal English;~~ and computer  
8 literate competency Master's degree and bilingual in Spanish is preferred.

9 ~~Or~~ A minimum of four (4) years of experience working with at-risk families  
10 and the community may substitute for the required Bachelor's degree and two  
11 (2) years of experience. Bilingual in English/Spanish is preferred and  
12 proficiency in English is required. ~~working with the community; some knowledge~~  
13 ~~of the child welfare system; capability of relating well to individuals from~~  
14 ~~diverse backgrounds and cultures, varied income levels, and educational~~  
15 ~~levels; some supervisory experience in management; demonstrated ability to~~  
16 ~~work successfully in a collaborative environment; attention to detail;~~  
17 ~~proficient in written and verbal English; and computer literate.~~

## 18 11.2 Family Advocate/Individual Case Manager:

19 11.2.1 Duties: Assess needs and assist families in crisis to  
20 access resources to meet needs, including court ordered families to facilitate  
21 family reunification; coordinate information for PARTICIPANT referrals;  
22 participate in Comprehensive Case Management Team meetings; follow up on  
23 PARTICIPANT's progress; help alleviate barriers to accessing services; compile  
24 and maintain records; prepare reports; collect and input data into FaCT  
25 database; and attend all required meetings and trainings.

26 11.2.2 Qualifications: Bachelor's degree in human services or  
27 related field from an accredited college; knowledge of the child welfare  
28 system and two (2) years of ~~community~~ experience, ~~is preferred or three (3)~~

1 ~~years of community experience~~ and working directly with families in crisis in  
2 and the community is preferred. ~~human services or related field.~~ A minimum of  
3 three (3) years of experience may substitute for the required Bachelor's  
4 degree and two (2) years of experience. Bilingual in English/Spanish or  
5 English/Vietnamese and proficiency in English is required.

### 6 11.3 Community Resource Specialist:

7 11.3.1 Duties: Responsible for providing community resource  
8 information assistance to participants, providing linkages to service  
9 providers, performing outreach to community businesses and schools,  
10 researching information regarding community services, collecting and inputting  
11 required program data, promoting FRC program services, assisting in the  
12 evaluation of participant needs, representing the FRC at community events, and  
13 maintaining required documentation; collecting and inputting data into the  
14 FaCT database. Plan, implement and facilitate Life Skills Workshops.  
15 ~~Bilingual in English/Spanish or English/Vietnamese and proficiency in English~~  
16 ~~is required.~~

17 11.3.2 Qualifications: High school diploma or equivalent GED;  
18 thorough knowledge and understanding of ~~the~~ services provided ~~by~~ at the FRC  
19 and surrounding community; ability to relate well to individuals from diverse  
20 backgrounds and cultures, varied income ~~levels~~, and educational levels;  
21 ~~bilingual is required based on community need; and proficiency in English is~~  
22 ~~required.~~ Bilingual in English/Spanish or English/Vietnamese and proficiency  
23 in English is required.

### 24 11.4 Bilingual Counselor I

25 11.4.1 Duties: Provide individual, family, group, and crisis  
26 intervention counseling, Personal Empowerment Program and parent education  
27 services for children, parents, and/or caregivers who are experiencing a  
28 crisis due to interpersonal conflicts, family crisis, difficult parenting

1 issues, challenging child needs, and/or traumatic loss; provide emotional  
2 support; stabilize immediate crisis; develop goals for the family; maintain  
3 records; prepare reports; collect and input data into FaCT database; and  
4 attend all required meetings and trainings.

5 11.4.2 Qualifications: Licensed clinician, license-eligible  
6 clinician from an accredited university, or a qualified professional under  
7 clinical supervision, including student trainees and interns enrolled in an  
8 accredited graduate program ~~under clinical supervision~~. Bilingual in  
9 English/Spanish or English/Vietnamese and proficiency in English is required.

#### 10 11.5 Grant Coordinator

11 11.5.1 Duties: Shall gather and document materials for grant  
12 invoicing for all government grant contracts, maintain separate files for each  
13 grant with required documentation, administer grants in compliance with all  
14 fiscal, programmatic and administrative compliance guidelines, maintain grant  
15 calendar of activities for all grants, communicate with appropriate contacts  
16 regarding budget modifications/ adjustments according to program spending,  
17 track progress of grant application and funding, participate in annual audit  
18 process and budgeting, abide by professional confidentiality guidelines.

19 11.5.2 Qualifications: Bachelor's degree in finance or related  
20 field preferred; two (2) to five (5) years experience with detailed  
21 accounting, government grant contracts, and grant writing. Ability to  
22 communicate with all grant funding sources, excellent written and verbal  
23 communication skills, computer skills, including word processing and  
24 spreadsheet experience.

#### 25 11.6 DR Family Advocate:

26 11.6.1 Duties: Provide DR family advocacy services; assess  
27 PARTICIPANTS needs; provide one-on-one support with PARTICIPANT's consent;  
28 assist families in crisis to access resources to meet needs; participate in



1 Comprehensive Case Management Team meetings; assist PARTICIPANTS with  
2 completion of paperwork or forms; coordinate information for PARTICIPANT  
3 referrals; ensure PARTICIPANTS access services; follow up with PARTICIPANTS  
4 needed and perform home, school, and other community site visits as needed;  
5 work closely with FRC partners and COUNTY social workers; coordinate with  
6 other service providers providing services to PARTICIPANT; compile, prepare  
7 and submit data and reports as required by County; maintain records; collect  
8 and input data into FaCT database; and attend all required meetings and  
9 trainings.

10 11.6.2 Qualifications: Bachelor's degree in social work, human  
11 services or related field from an accredited university; one (1) year of  
12 community experience working with children and families; excellent verbal and  
13 written communication skills. Proficiency in English and bilingual in Spanish  
14 required.

15 11.7 DR In-Home Family Specialist:

16 11.7.1 Duties: Responsible for providing DR in-home family  
17 support services, parenting education, providing resource brokering,  
18 coordinating with multiple service providers to prevent abuse and out-of-home  
19 placement; provide DR crisis intervention including assessment and  
20 stabilization of immediate crisis and resource linkages, preparing and  
21 submitting data and reports as required by Administrator, and attending  
22 required meetings and training as needed.

23 11.7.2 Qualifications: Master's degree in social work or related  
24 field from an accredited university is preferred or Bachelor's degree in  
25 social work or related field from an accredited university. Two (2) years of  
26 experience working with children and families, possess excellent verbal and  
27 written communication skills, and ability to work in a multicultural  
28 environment. Bilingual in English/Spanish, proficiency in English, and a

1 valid California "Class C" driver's license are required.

2 11.8 DR Clinical Supervisor

3 11.8.1 Duties: Clinically supervise and evaluate the  
4 counselor's/therapist's skills to effectively provide counseling to clients.  
5 Oversee and monitor client files to ensure appropriate documentation is  
6 completed. Abide by professional confidentiality guidelines.

7 11.8.2 Qualifications: Licensed Clinical Social Worker (LCSW) or  
8 Licensed Marriage & Family Therapist (MFT), three (3) years clinical  
9 experience in working in the field, knowledge of problems in domestic  
10 violence, principles of crisis counseling and family therapy, and ~~must have~~  
11 possess excellent written and verbal skills.

12 11.9 Child Care Worker:

13 11.9.1 Duties: Responsible for providing child care for children  
14 of parents attending FRC programs and completing required documentation;  
15 provide activities including, but not be limited to, arts and crafts, playing  
16 with building blocks and play dough, and educational games such as counting,  
17 sorting, color recognition, and puzzles; ensure the health and safety of the  
18 children are maintained at all times; set up and clean up designated areas;  
19 taking appropriate action in the event of an emergency; report any incidents  
20 that impact the health and safety of a child immediately to the FRC  
21 Coordinator; report any suspected abuse and/or neglect of a child immediately  
22 to the FRC Coordinator; maintain confidentiality of clients; maintain a  
23 positive attitude; and work effectively with parents, staff, and volunteers.

24 11.9.2 Qualifications: High school diploma or equivalent; one (1)  
25 year of child care experience, including experience working with infants;  
26 professional demeanor; ability to deal with stressful situations; creative;  
27 energetic; ability to work in a multicultural environment; Bilingual in  
28 Spanish is preferred; and proficiency in English is required.

1 CGC shall provide the following described staff positions:

2 11.10 Clinical Supervisor

3 11.10.1 Duties: Under the guidance of the Clinical Program  
4 Director provide individual supervision to CGC's Counselor positions on a  
5 weekly basis, assist Program Director in training clinical staff.

6 11.10.2 Qualifications: Current California Licensure as LCSW or  
7 MFT and/or Ph.D/PsyD. Has and two (2) years clinical experience in working  
8 with child abuse victims and their families. Possess the experience and  
9 training necessary to supervise ~~under~~ within the guidelines of the California  
10 Board of Behavioral Sciences.

11 CGC shall provide the following described staff positions:

12 11.11 Comprehensive Case Management Team Facilitator:

13 11.11.1 Duties: The licensed clinician or license-eligible  
14 clinician shall be legally responsible for ensuring the team and/or staff  
15 member follows up on all mandated reporting requirements and be hereinafter  
16 referred to as Case Management Team facilitator. Case Management Team  
17 facilitator duties include but are not limited to: check attendance of  
18 required Comprehensive Case Management Team members; ensure confidentiality  
19 forms are signed for each staff attending Comprehensive Case Management Team  
20 meeting and interfacing with FRC participants; ensure client  
21 confidentiality/release forms are signed by client and applicable  
22 Comprehensive Case Management Team member(s); review the laws of  
23 confidentiality, child, elder, and dependent adult abuse reporting on an  
24 annual basis, and as needed; verify all Comprehensive Case Management Team  
25 cases conferenced are multiple needs cases (i.e., not just information and  
26 resource); facilitate weekly review of Comprehensive Case Management Team  
27 cases, including a thorough assessment of needs, treatment plan, follow up  
28 plan, and termination; review each case and documenting update weekly; provide

1 and coordinate ongoing cross-training to Comprehensive Case Management Team on  
2 clinical training needs; review and follow up on need to file a child, elder,  
3 and/or dependent adult abuse report for each case; assess Comprehensive Case  
4 Management Team for different training needs; work with FRC Coordinator to set  
5 up training time and presenters; ensure families are invited to the  
6 Comprehensive Case Management Team meeting(s) as required by the County's WIC  
7 Multidisciplinary Team confidentiality requirements; maintain binder of weekly  
8 case logs and registration forms for each case conferenced at Comprehensive  
9 Case Management Team; complete standardized Case Management Team assessment  
10 tools; ensure County required Comprehensive Case Management Team data is  
11 accurately entered into FaCT database; invite new and/or other collaborative  
12 partners to conference cases as needed; assess functioning of Comprehensive  
13 Case Management Team; and invite other County and other agency representatives  
14 to attend that would benefit the family.

15 11.11.2 Qualifications: Licensed ~~clinician~~ or license-eligible  
16 ~~clinician~~ (registered with the Board of Behavioral Science [BBS] and assigned  
17 an intern number or an Associate Clinical Social Worker [ACSW] number)  
18 ~~clinician~~ such as a ~~Licensed Clinical Social Worker (LCSW)~~, ~~Marriage and~~  
19 ~~Family Therapist (MFT)~~, or Clinical Psychologist. Bilingual in  
20 English/Spanish or English/Vietnamese preferred and proficiency in English is  
21 required.

#### 22 11.12 Counselor II/ Parent-Child Interaction Therapy

23 11.12.1 Duties: Provide individual, family, group, and crisis  
24 intervention counseling services for children, parents, and/or caregivers who  
25 are experiencing a crisis due to interpersonal conflicts, family crisis,  
26 difficult parenting issues, challenging child needs, and/or traumatic loss;  
27 provide emotional support; stabilize immediate crisis; develop goals for the  
28 family; maintain records; prepare reports, collect and input data into FaCT

1 database; and attend all required meetings and trainings.

2 11.12.2 Qualifications Trained in Parent-Child Interaction  
3 Therapy ~~trained~~, licensed ~~clinician~~, license-eligible clinician, or a  
4 qualified professional under clinical supervision including student trainee  
5 and interns enrolled in an accredited graduate program under clinical  
6 supervision. Bilingual in English/Spanish or English/Vietnamese and  
7 proficiency in English is required.

8 11.13 Bilingual Counselor III

9 11.13.1 Duties: Provide individual, family, group, and crisis  
10 intervention counseling services, and as needed, parent education and  
11 children's empowerment group services for children, parents, and/or caregivers  
12 who are experiencing a crisis due to interpersonal conflicts, family crisis,  
13 difficult parenting issues, challenging child needs, and/or traumatic loss;  
14 provide emotional support; stabilize immediate crisis; develop goals for the  
15 family; maintain records; prepare reports, collect and input data into FaCT  
16 database; and attend all required meetings and trainings.

17 11.13.2 Qualifications Licensed ~~clinician~~, license-eligible  
18 clinician, or a qualified professional under clinical supervision including  
19 student trainee and interns enrolled in an accredited graduate program under  
20 clinical supervision. Bilingual in English/Spanish or English/Vietnamese and  
21 proficiency in English is required.

22 11.14 Program Director:

23 11.14.1 Duties: Supervise FRC Coordinator and FRC projects;  
24 integrate new and existing FRC programs; oversee data entry, data collection,  
25 and VistaShare reports; collaborate with FaCT staff; attend FaCT committee  
26 meetings and forums, and local and regional FRC platform advocacy.

27 11.14.2 Qualifications: Master's degree in Social Work, ~~Marriage~~  
28 ~~and Family Therapy (MFT)~~, or Clinical Psychology; three (3) years business or

1 non-profit management experience; two years (2) supervision experience;  
2 excellent speaking and writing skills; ability to facilitate meetings;  
3 excellent organizational skills; program design, planning, development,  
4 implementation, and grant management experience. Bilingual English/Spanish  
5 preferred and proficiency in English is required.

6 11.15 DR Clinical Supervisor:

7 11.15.1 Duties: Clinically supervise and evaluate the  
8 counselor's/therapist's skills to effectively provide counseling to clients.  
9 Oversee and monitor client files to ensure appropriate documentation is  
10 completed. Abide by professional confidentiality guidelines.

11 11.15.2 Qualifications: ~~Must be~~ Current California Licensure as  
12 LCSW, ~~or~~ MFT, Clinically licensed, or a Licensed Clinical Psychologist. ~~Have~~  
13 Possess a minimum of ~~at least~~ three (3) years of experience working in the  
14 field, knowledge of the problems in domestic violence, principles of crisis  
15 intervention counseling, and family therapy, and possess excellent written and  
16 verbal communication skills.

17 11.16 DR In-Home Family Specialist:

18 11.16.1 Duties: Responsible for providing DR in-home family  
19 support services, parenting education, providing resource brokering,  
20 coordinating with multiple service providers to prevent abuse and out-of-home  
21 placement; provide DR crisis intervention including assessment and  
22 stabilization of immediate crisis and resource linkages, preparing and  
23 submitting data and reports as required by Administrator, and attending  
24 required meetings and training as needed.

25 11.16.2 Qualifications: Master's degree in social work or related  
26 field from an accredited university is preferred or Bachelor's degree in  
27 social work or related field from an accredited university. Two (2) years of  
28 experience working with children and families, possess excellent verbal and

1 written communication skills, and ability to work in a multicultural  
2 environment. ~~Must be~~ Bilingual in English/Spanish, proficiency in English,  
3 and a valid California "Class C" driver's license are required.

4 11.17 DR Program Director:

5 11.17.1 Duties: Legally responsible for ensuring the team and/or  
6 staff members follow up on all mandated reporting requirements; check  
7 attendance of required Comprehensive Case Management Team; ensure  
8 confidentiality and/or release forms are signed and maintained; possess a  
9 thorough understanding of the laws of confidentiality, child, elder, and  
10 dependent adult abuse reporting; provide supervision and support to the  
11 Clinical Supervisor, attend monthly Steering Committee meetings, attend weekly  
12 Comprehensive Case Management Team meetings as needed, serve as a liaison to  
13 the community, provide resources and training to partners as needed.

14 11.17.2 Qualifications: Current California Licensure as LCSW,  
15 MFT, or Psychologist required. Master's degree, Ph.D. or PsyD in psychology  
16 preferred; minimum of five years directly related experience in the  
17 administration and supervision of mental health services with a demonstrated  
18 ability to effectively lead a mental health team as required.

19 TCF shall provide the following described staff position:

20 11.18 Family Advocate/Individual Case Manager:

21 11.18.1 Duties: Assess needs and assist families in crisis to  
22 access resources to meet needs, including court ordered families to facilitate  
23 family reunification; coordinate information for PARTICIPANT referrals;  
24 participate in Comprehensive Case Management Team meetings; follow up on  
25 PARTICIPANT's progress; help alleviate barriers to accessing services; compile  
26 and maintain records; prepare reports; collect and input data into FaCT  
27 database; and attend all required meetings and trainings.

28 11.18.2 Qualifications: Bachelor's degree in human services or

1 related field from an accredited university; knowledge of the child welfare  
2 system; and two (2) years of community experience is preferred or three (3)  
3 ~~years of community experience and~~ working directly with families in crisis in  
4 and the human services or related field community is preferred. A minimum of  
5 three (3) years of experience may substitute for the required Bachelor's  
6 degree and two (2) years of experience. Bilingual in English/Spanish or  
7 English/Vietnamese and proficiency in English is required.

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