

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

15 THIS AGREEMENT, entered into this 1st day of July, 2014, which date is
16 particularized for purpose of reference only, is by and between the COUNTY OF
17 ORANGE, hereinafter referred to as "COUNTY," and The Raise Foundation, a
18 California non-profit corporation; Mission Hospital Regional Medical Center, a
19 California medical corporation, Children's Bureau of Southern California, a
20 California non-profit corporation; and Human Options, Inc., a California non-
21 profit corporation, hereinafter collectively referred to as "SOUTH ORANGE COUNTY
22 FAMILY RESOURCE CENTER" or "CONTRACTOR." The Raise Foundation, Mission Hospital
23 Regional Medical Center, Children's Bureau of Southern California, and Human
24 Options, Inc., shall each also be referred to individually as "Contractor
25 Partner Agency" or collectively as "Contractor Partner Agencies." This Agreement
26 shall be administered by the County of Orange Social Services Agency Director or
27 designee, hereinafter referred to as "ADMINISTRATOR."
28

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

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

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

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

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, 2014, and terminate
3 on June 30, 2015, unless earlier terminated pursuant to the provisions of
4 Paragraph 43 of this Agreement; however, CONTRACTOR shall be obligated to
5 perform such duties as would normally extend beyond this term, including but
6 not limited to, obligations with respect to indemnification, audits, reporting
7 and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
8 extend the term of this Agreement, for up to twelve (12) additional months
9 upon the same terms and conditions, provided that COUNTY's maximum obligation
10 as stated in Subparagraph 20.1 of this Agreement does not increase as a
11 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 South Orange County 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 written notice, ADMINISTRATOR may, in
14 his or her sole discretion, require changes in staffing allocations to reflect
15 current workload demands or service needs as long as COUNTY's maximum
16 obligation as set forth in this Agreement is not exceeded.

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

20 5. LICENSES AND STANDARDS

21 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
22 required by the laws of the United States, State of California, County of
23 Orange and all other appropriate governmental agencies, 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 funded Agreements in the amount of \$25,000
11 or more, CONTRACTOR certifies that said Agency's officers and/or principles
12 are not debarred or suspended from Federal financial assistance programs
13 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 \$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 twenty-five
15 thousand dollars (\$25,000) or less during the term of this Agreement. The
16 basis for costs incurred by any such Purchase Order(s) shall be the actual
17 cost of providing services or the usual and customary charges established by
18 the organization(s) providing the services.

19 6.2.2 Subcontracts in excess of \$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 twenty-five thousand dollars
24 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed
25 procurement system shall take into consideration such factors as: degree of
26 price competition; pricing policies and techniques; experience and quality of
27 service; methods of evaluating subcontractor responsibility; relationship of
28 subcontractor to CONTRACTOR; and planning, award, and post-award management of

1 subcontracts, including internal audit procedures and monitoring of
2 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 twenty-five thousand
6 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR
7 shall obtain ADMINISTRATOR's written consent prior to entering into a
8 subcontract with any organization when the total cumulative cost of services
9 to be provided by that organization is anticipated to exceed twenty-five
10 thousand dollars (\$25,000) during the term of this Agreement.

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

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

23 7.1.1 The form of CONTRACTOR's business organization, i.e.,
24 proprietorship, partnership, corporation, etc.

25 7.1.2 A detailed statement indicating the relationship of
26 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
27 individual.

28 7.1.3 A detailed statement indicating the relationship of

1 CONTRACTOR to any subsidiary business organization or to any individual who
2 may be providing services, supplies, material or equipment to CONTRACTOR or in
3 any manner does business with CONTRACTOR under this Agreement.

4 7.2 Change in Form of Business Organization:

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

12 7.3 Real Property Disclosure:

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

18 7.3.1 The location by street address and city of any such real
19 property.

20 7.3.2 The fair market value of any such real property as such
21 value is reflected on the most recently issued County Tax Collector's tax
22 bill.

23 7.3.3 A detailed description of all existing and pending
24 agreements, with respect to the use or occupation of any such real property.
25 Such description shall include, but not be limited to:

26 7.3.3.1 The term duration of any rental, lease or
27 license agreement;

28 7.3.3.2 The amount of monetary consideration to be paid

1 to the lessor or licensor over the term of the rental, lease or license
2 agreement;

3 7.3.3.3 The type and dollar value of any other
4 consideration to be paid to the lessor or licensor; and

5 7.3.3.4 The full names and addresses of all parties to
6 any agreement concerning the real property and a listing of liens (if any)
7 thereof, together with a listing by full names and addresses of all officers,
8 directors and stockholders of any private corporation, and a similar listing
9 of all general and limited partners of any partnership which is a party.

10 7.3.4 A listing by full names of all of CONTRACTOR's officers,
11 directors and/or partners, members of its administrative and advisory boards,
12 staff and consultants, who have any family relationship by marriage or blood
13 with a party to any agreement concerning real property referred to in
14 Subparagraph 7.3.3, immediately above, or who have any present or future
15 financial interest in such person's business, whether the entity concerned is
16 a corporation or partnership. Such listing shall also include the full names
17 of all of CONTRACTOR's officers, directors, partners and those holding a
18 financial interest. Included are members of its advisory boards, members of
19 its staff and consultants, who have any family relationship by marriage or
20 blood to an officer, director, or stockholder of the corporation or to any
21 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
22 also indicate the names of the officers, directors, stockholders, or
23 partner(s), as appropriate, and the family relationship which exists between
24 such person(s) and CONTRACTOR's representatives listed.

25 7.3.5 True and correct copies of all agreements with respect to
26 any such real property shall be appended to the affidavit described above and
27 made a part thereof. If, during the term of this Agreement, there is a change
28 in the agreement(s) with respect to real property where persons receive

1 services. CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
2 describing such changes.

3 8. NON-DISCRIMINATION

4 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
5 shall not engage nor employ any unlawful discriminatory practices in the
6 admission of clients, provision of services or benefits, assignment of
7 accommodations, treatment, evaluation, employment of personnel or in any other
8 respect on the basis of sex, race, color, ethnicity, national origin,
9 ancestry, religion, age, marital status, medical condition, sexual
10 orientation, sexual preference, physical or mental disability or any other
11 protected group in accordance with the requirements of all applicable Federal
12 or State laws.

13 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
14 meets the lawful and applicable requirements of the U.S. Department of Health
15 and Human Services.

16 8.3 CONTRACTOR shall furnish any and all information requested by
17 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
18 books, records and accounts in order to ascertain CONTRACTOR's compliance with
19 Paragraph 8 et seq.

20 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
21 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
22 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

23 8.5 Non-Discrimination in Employment

24 8.5.1 All solicitations or advertisements for employees placed
25 by or on behalf of CONTRACTOR shall state that all qualified applicants will
26 receive consideration for employment without regard to sex, race, color,
27 ethnicity, national origin, ancestry, religion, age, marital status, medical
28 condition, sexual orientation, sexual preference, physical or mental

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

5 8.5.2 CONTRACTOR shall refer any and all employees desirous of
6 filing a formal discrimination complaint to:

7 California Department of Social Services

8 Public Inquiry and Response Bureau

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

10 Sacramento, CA 94244-2430

11 Telephone: (800) 952-5253

12 (800) 952-8349 (For the hard of hearing)

13 8.6 Non-Discrimination in Service Delivery

14 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
15 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
16 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
17 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
18 the Americans with Disabilities Act of 1990; California Civil Code Section 51
19 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
20 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
21 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
22 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
23 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
24 Act of 1996; and other applicable Federal and State laws, as well as their
25 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
26 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
27 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
28 now exist or be hereafter amended. CONTRACTOR shall not implement any

1 administrative methods or procedures which would have a discriminatory effect
2 or which would violate the CDSS Manual of Policies and Procedures (MPP)
3 Division 21, Chapter 21-100. If there are any violations of this paragraph,
4 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
5 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
6 other laws, or the issue may be referred to the appropriate Federal agency for
7 further compliance action and enforcement of Subparagraph 8.6 et seq.

8 8.6.2 CONTRACTOR shall provide any and all clients desirous of
9 filing a formal complaint any and all information as appropriate:

10 8.6.2.1 Pamphlet: "Your Rights Under California Welfare
11 Programs" (PUB 13)

12 8.6.2.2 Discrimination Complaint Form

13 8.6.2.3 Civil Rights Contacts:

14 County Civil Rights Contact:

15 Orange County Social Services Agency

16 Program Integrity

17 Attn: Civil Rights Coordinator

18 P.O. Box 22001

19 Santa Ana, CA 92702-2001

20 Telephone: (714) 438-8877

21 State Civil Rights Contact:

22 California Department of Social Services

23 Civil Rights Bureau

24 P.O. Box 944243, M.S. 8-1615-70

25 Sacramento, CA 94244-2430

26 Federal Civil Rights Contact:

27 U.S. Department of Health and Human Services

28 Office of Civil Rights

1 50 U.N. Plaza, Room 322
2 San Francisco, CA 94102

3 9. NOTICES

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

6 COUNTY: County of Orange Social Services Agency
7 Contract Services
8 888 N. Main Street
9 Santa Ana, CA 92701

10 CONTRACTOR: South Orange County Family Resource Center
11 c/o ~~The~~ Raise Foundation
12 23832 Rockfield Blvd., Suite 270
13 Lake Forest, CA, 92630

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

20 10. NOTICE OF DELAYS

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

26 11. INDEMNIFICATION

27 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
28 writing by COUNTY, and hold U.S. Department of Health and Human Services, the

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

12 12. INSURANCE

13 12.1 Prior to the provision of services under this Agreement,
14 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
15 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
16 endorsements required herein, necessary to satisfy COUNTY that the insurance
17 provisions of this Agreement have been complied with, and to keep such
18 insurance coverage and the certificates therefore on deposit with
19 ADMINISTRATOR during the entire term of this Agreement.

20 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
21 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
22 to the same terms and conditions as set forth herein for CONTRACTOR.

23 12.3 All self-insured retentions (SIRs) and deductibles shall be
24 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
25 apply, indicate this on the Certificate of Insurance with a "0" by the
26 appropriate line of coverage. Any SIR or deductible in an amount in excess of
27 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by
28 the County Executive Office (CEO)/Office of Risk Management.

1 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
2 the full term of this Agreement, COUNTY may terminate this Agreement.

3 12.5 Qualified Insurer

4 12.5.1 Minimum insurance company ratings as determined by the
5 most current edition of the Best's Key Rating Guide/Property-Casualty/United
6 States ~~or ambest.com~~ shall be A- (Secure A.M. Best's Rating) and VIII
7 (Financial Size Category).

8 12.5.2 The policy or policies of insurance required herein must
9 be issued by an insurer licensed to do business in the State of California
10 (California Admitted Carrier). If the insurer is a non-admitted carrier in the
11 State of California and does not meet or exceed an A.M. Best rating of A-
12 /VIII, CEO/Office of Risk Management retains the right to approve or reject
13 carrier after a review of the company's performance and financial ratings. If
14 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-
15 /VIII, ADMINISTRATOR can accept the insurance.

16 12.6 The policy or policies of insurance maintained by CONTRACTOR shall
17 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	The Raise Foundation (RF); Mission Hospital Regional Medical Center (MH); Children's Bureau of Southern California (CB); and Human Options (HO)
Automobile Liability (including coverage for owned, non-owned and hired vehicles)	\$1,000,000 per occurrence	RF, MH, CB, HO
Workers' Compensation	Statutory	RF, MH, CB, and HO
Employer's Liability	\$1,000,000 per occurrence	RF, MH, CB, and HO
Professional Liability	\$1,000,000 per claims made or per occurrence	RF, MH, CB, and HO
Sexual Misconduct Liability	\$1,000,000 per occurrence	RF, MH, CB, and HO
Employee Dishonesty	\$36,652	RF

12.7 Required Coverage Forms

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

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

1 12.8 Required Endorsements

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

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

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

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

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

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

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

27 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"
28 policy, CONTRACTOR shall agree to maintain professional liability coverage for

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

2 12.14 The Commercial General Liability policy shall contain a
3 severability of interests clause also known as a "separation of insureds"
4 clause (standard in the ISO CG 0001 policy).

5 12.15 Insurance certificates should be mailed to COUNTY at the address
6 indicated in Paragraph 9 of this Agreement.

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

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

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

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

26 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

27 CONTRACTOR shall report to COUNTY:

28 13.1 Any accident or incident relating to services performed under this

1 Agreement which involves injury or property damage which may result in the
2 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
3 shall be made in writing within twenty-four (24) hours of occurrence.

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

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

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

15 14. CONFLICT OF INTEREST

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

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

26 15. ANTI-PROSELYTISM PROVISION

27 No funds provided directly to institutions or organizations to provide
28 services and administer programs under Title 42 United States Code (USC)

1 Section 604(a)(1)(A) shall be expended for sectarian worship, instruction, or
2 proselytization, except as otherwise permitted by law.

3 16. SUPPLANTING GOVERNMENT FUNDS

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

13 17. EQUIPMENT

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

24 CONTRACTOR further agrees to the following:

25 17.1.1 To maintain all items of Capital Equipment in good
26 working order and condition, normal wear and tear excepted.

27 17.1.2 To label all items of Capital Equipment, do periodic
28 inventories as required by ADMINISTRATOR and to maintain an inventory list

1 showing where and how the Capital Equipment is being used, in accordance with
2 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
3 ADMINISTRATOR within ten (10) days of any request therefore.

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

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

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

21 17.3 No personal computers or any component thereof may be purchased
22 with funds provided under this Agreement regardless of purchase price, without
23 prior written approval of ADMINISTRATOR. Any personal computers or any
24 component thereof purchased shall be in accordance with computer
25 specifications provided by ADMINISTRATOR, be subject to the same inventory
26 control conditions specified in Subparagraphs 17.1.1 to 17.1.34 and, at the
27 sole discretion of ADMINISTRATOR, become the property of COUNTY upon
28 termination of this Agreement.

1 18. BREACH SANCTIONS

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

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

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

13 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
14 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

18 19. DESIGNATED FISCAL AGENCY

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

1 to this Agreement shall be made payable to the designated fiscal agent. The
2 designated fiscal agent shall thereafter disburse payment as appropriate to
3 the Contractor Partner Agencies. Each of the Contractor Partner Agencies
4 agrees that COUNTY's disbursement of payment to the designated fiscal agent
5 shall satisfy COUNTY's payment obligation under this Agreement.

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

11 20. PAYMENTS

12 20.1 Maximum Contractual Obligation:

13 The maximum obligation of COUNTY under this Agreement shall be
14 \$220,000, or actual allowable costs, whichever is less.

15 20.2 Allowable Costs:

16 During the term of this Agreement, COUNTY shall pay CONTRACTOR
17 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
18 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by
19 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
20 for anticipated allowable costs that will be incurred by CONTRACTOR for May
21 and June 2015, during the month of such anticipated 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
6 be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
7 the month for expenses incurred in the preceding month. In the event the
8 twentieth (20th) 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 Payments should be released by COUNTY within a reasonable
23 time period of approximately thirty (30) days after receipt of a correctly
24 completed claim form and required supporting documentation.

25 20.4.4 Final Claims/Settlement:

26 20.4.4.1 Final claims for the term of July 1, 2014
27 through June 30, 2015, must be received no later than August 30, 2015 at 4:00
28 p.m.

1 20.4.4.2 Claims received after the dates specified in
2 Subparagraphs 20.4.4.1 may not be reimbursed. ADMINISTRATOR may, in its sole
3 discretion, modify the date upon which the final claim per term must be
4 received, upon written notice to CONTRACTOR.

5 20.4.4.3 The basis for final settlement shall be the
6 actual allowable costs as defined in Title 45 of the Code of Federal
7 Regulations (CFR) and OMB Circular A-122 or 48 CFR 31.2, as applicable,
8 incurred and paid by CONTRACTOR pursuant to the Agreement; limited, however,
9 to the maximum obligation of the COUNTY. In the event that any overpayment
10 has been made, the COUNTY may offset the amount of the overpayment against the
11 final payment. In the event overpayment exceeds the final payment, CONTRACTOR
12 shall pay the COUNTY all such sums within five (5) business days of notice
13 from the COUNTY. Nothing herein shall be construed as limiting the remedies
14 of the COUNTY in the event an overpayment has been made.

15 21. OVERPAYMENTS

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

1 22. OUTSTANDING DEBT

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

5 23. FINAL REPORT

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

11 24. INDEPENDENT AUDIT

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

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

1 ADMINISTRATOR may, in its sole discretion, modify the date upon which the
2 organization-wide audits must be received, upon notice to CONTRACTOR.

3 25. RECORDS, INSPECTIONS AND AUDITS

4 25.1 Financial Records:

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

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

15 25.2 Client Records:

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

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

26 25.2.3 COUNTY may refuse payment for a claim if client records
27 are determined by COUNTY to be incomplete or inaccurate. In the event client
28 records are determined to be incomplete or inaccurate after payment has been

1 made. COUNTY may treat such payment as an overpayment within the provisions of
2 this Agreement.

3 25.3 Public Records:

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

9 25.4 Inspections and Audits:

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

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

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

27 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
28 liability to the State or Federal government or any agency thereof resulting

1 from any disallowances or other audit exceptions to the extent that such
2 liability is attributable to CONTRACTOR's failure to perform under this
3 Agreement.

4 25.5 Evaluation Studies:

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

8 26. PERSONNEL DISCLOSURE

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

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

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

20 26.1.3 The professional degree, if applicable, and experience
21 required for each position; and

22 26.1.4 The language skill, if applicable, for all personnel.

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

1 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
2 COUNTY, criminal record background checks on all employees and/or volunteers
3 who will provide services under this Agreement.

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

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

24 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
25 staff performing work hereunder and any proposed changes in CONTRACTOR's
26 staff.

27 26.7 COUNTY shall have the right, at its sole discretion, to require
28 CONTRACTOR to remove any employee from the performance of services under this

1 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
2 said personnel.

3 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
4 terminated for cause from working on this Agreement.

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

8 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

26 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

27 In order to comply with child support enforcement requirements of
28 COUNTY, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days of

1 the award of this Agreement:

- 2 (a) in the case of an individual contractor, his/her name, date of
3 birth, Social Security number, and residence address;
- 4 (b) in the case of a contractor doing business in a form other than as
5 an individual, the name, date of birth, Social Security number,
6 and residence address of each individual who owns an interest of
7 ten (10) percent or more in the contracting entity;
- 8 (c) a certification that CONTRACTOR has fully complied with all
9 applicable Federal and State reporting requirements regarding its
10 employees; and
- 11 (d) a certification that CONTRACTOR has fully complied with all
12 lawfully served Wage and Earnings Assignment Orders and Notices of
13 Assignment, and will continue to so comply.

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

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

24 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 abuse as defined in Section 15610.07 of the WIC to one of the agencies
2 specified in WIC Section 15630. CONTRACTOR shall require such employee,
3 volunteer, consultant or agent to sign a statement acknowledging the child
4 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
5 Penal Code and the dependent adult and elder abuse reporting requirements as
6 set forth in Section 15630 of the WIC and will comply with the provisions of
7 these code sections as they now exist or as they may hereafter be amended.

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

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

14 31. CONFIDENTIALITY

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

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

1 any and all participants referred to CONTRACTOR by COUNTY, except as may be
2 required to provide services under this Agreement or to those specified in
3 this Agreement as having the capacity to audit CONTRACTOR, and as to the
4 latter, only during such audit. CONTRACTOR shall comply with any audits
5 specified in Paragraph 25, provide reports and any other information required
6 by COUNTY in the administration of this Agreement, and as otherwise permitted
7 by law.

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

12 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
13 be subject to the confidentiality requirements of this Agreement.

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

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

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

27 31.8 Attorney Client Confidentiality Requirements: In the event
28 CONTRACTOR Contractor Partner Agency is a legal assistance provider, nothing in

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

13 32. COPYRIGHT ACCESS

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

18 33. WAIVER

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

27 34. PETTY CASH

28 CONTRACTOR is authorized to establish a petty cash fund in an amount not

1 to exceed two hundred and fifty dollars (\$250.00).

2 35. PUBLICITY

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

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

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

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

20 36. COUNTY RESPONSIBILITIES

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

23 37. REFERRALS

24 37.1 CONTRACTOR shall provide services to individuals referred by
25 ADMINISTRATOR.

26 38. REPORTS

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

1 this Agreement.

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

7 39. ENERGY EFFICIENCY STANDARDS

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

11 40. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

28 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121

1 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those
2 provisions set down by the OMB and published in the Federal Register dated
3 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
4 regulations, it is mutually understood that any contract which utilizes
5 Federal monies in excess of \$100,000 must contain and CONTRACTOR must comply
6 with the following provisions:

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

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

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

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

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

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

11 42. POLITICAL ACTIVITY

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

15 43. TERMINATION PROVISIONS

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

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

26 43.3 The obligations of COUNTY under this Agreement are contingent upon
27 the availability of Federal and/or State funds, as applicable, for the
28 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds

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

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

11 44. GOVERNING LAW AND VENUE

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

21 45. SIGNATURE IN COUNTERPARTS

22 The parties agree that separate copies of this Agreement may be signed
23 by each of the parties and this Agreement will have the same force and effect
24 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
2 of Orange, California.

3 By: _____
4 Eldon Baber
5 Executive Director
6 THE RAISE FOUNDATION

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

7 Dated: _____

Dated: _____

8
9 By: _____
10 Peter F. Bastone
11 President and
12 Chief Executive Officer
13 MISSION HOSPITAL
14 REGIONAL MEDICAL CENTER

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

15 Dated: _____

Dated: _____

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

By: _____
Maricela Rios-Faust
Chief Operations
Officer
HUMAN OPTIONS, INC.

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

Dated: _____

24 APPROVED AS TO FORM
25 COUNTY COUNSEL
26 COUNTY OF ORANGE, CALIFORNIA

27 By: _____
28 DEPUTY

Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ~~THE~~ RAISE FOUNDATION
8 AND
9 MISSION HOSPITAL REGIONAL MEDICAL CENTER
10 AND
11 CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
12 AND
13 HUMAN OPTIONS, INC.
14 FOR THE PROVISION OF
15 SERVICES PROMOTING SAFE AND STABLE FAMILIES
16

17 1. POPULATION TO BE SERVED

18 CONTRACTOR shall provide services promoting safe and stable families
19 specified below to families with children, ages birth through eighteen (0-18)
20 years, who are at risk, or have a history of abuse and/or maltreatment, or
21 live in poverty, or receive child welfare services, that reside in the cities
22 of San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Mission
23 Viejo, Laguna Hills, Lake Forest, in California, and surrounding communities
24 within Orange County. The population to be served as defined in this
25 paragraph shall hereinafter be referred to as "PARTICIPANTS."

26 2. WORKLOAD STANDARDS

27 2.1 CONTRACTOR shall provide services/activities, as described in
28 Paragraph 4 below, to address one (1) or more of the seven (7) Promoting Safe

1 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,
2 and addressing all four (4) of the PSSF service categories defined in
3 Subparagraphs 2.1.1 through 2.1.4, below. ADMINISTRATOR may, in its sole
4 discretion and upon written notice to CONTRACTOR, modify: the terms or
5 definitions, the particular type of services/activities to be provided, the
6 time-of-day and day-of-week services/activities are to be provided, the
7 location(s) where services/activities shall be provided, the date(s)
8 services/activities shall begin and end, the service goal(s), measurement
9 tools and outcome indicators, and the number of participants to be provided
10 services/activities as described in Paragraph 4, below, without changing
11 COUNTY'S maximum obligation as set forth in this Agreement. CONTRACTOR
12 understands that such modification(s) shall promote community participation.
13 Any modification of services/activities shall remain within the scope of
14 defined PSSF service categories and PSSF outcomes. CONTRACTOR shall not
15 institute any modification without prior, written approval of ADMINISTRATOR.
16 The PSSF service categories are as follows:

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

26 2.1.2 Family Support: Family Support (FS) services are
27 primarily community-based preventive activities designed to alleviate stress
28 and promote parental competencies and behaviors that will increase the ability

1 of families to successfully nurture their children; enable families to use
2 other resources and opportunities available in the community; and create
3 supportive networks to enhance child-rearing abilities of parents and help
4 compensate for the increased social isolation and vulnerability of families.
5 ~~FS s~~Services should comprise approximately thirty-five (35) percent of the
6 budget for total services. FaCT-funded services must address a minimum of one
7 (1) of the PSSF outcomes for each contracted service (as specified in
8 Subparagraph 2.2 below).

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

25 2.1.4 Adoption Promotion and Support: Adoption Promotion and
26 Support (APS) services are designed to encourage more adoptions out of the
27 foster care system, when adoptions promote the best interest of children,
28 ~~including~~and include such activities as pre- and post-adoptive services

1 designed to expedite the adoption process and support adoptive families. APS
2 services should comprise approximately twenty (20) percent of the budget for
3 total services. ~~FACT-funded services~~ Services must address a minimum of one
4 (1) of the PSSF outcomes for each contracted service (as specified in
5 Subparagraph 2.2 below).

6 2.2 ~~FACT-funded services~~ Services must meet a minimum of one (1) of the
7 following PSSF outcomes for each contracted service:

8 2.2.1 Children are, first and foremost, protected from abuse and
9 neglect.

10 2.2.2 Children are safely maintained in their own homes whenever
11 possible and appropriate.

12 2.2.3 Children have permanency and stability in their living
13 situations.

14 2.2.4 The continuity of family relationships and connections is
15 preserved for children.

16 2.2.5 Families have enhanced capacity to provide for their
17 children's needs.

18 2.2.6 Children receive appropriate services to meet educational
19 needs.

20 2.2.7 Children receive adequate services to meet physical and
21 mental health needs.

22 2.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
23 modify workload standards as set forth in this Paragraph and as authorized by
24 COUNTY, without reducing the level of service to be provided by CONTRACTOR.

25 3. HOURS OF OPERATION

26 3.1 CONTRACTOR shall provide services during hours that are responsive
27 to the needs of the target population(s) as determined by ADMINISTRATOR. At a
28 minimum, CONTRACTOR shall provide services during business days, Monday

1 through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as
2 established by the Orange County Board of Supervisor. However, CONTRACTOR is
3 encouraged to provide the contracted services on holidays, whenever possible.

4 3.2 ~~CONTRACTOR shall maintain regularly scheduled service business~~
5 ~~days and hours as stated in this Agreement throughout the year and maintain~~
6 ~~the capability to provide services during the business days and hours and as~~
7 ~~determined by ADMINISTRATOR to meet needs of service population~~COUNTY's
8 holiday schedule is as follows: New Year's Day, Martin Luther King Day,
9 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
10 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
11 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written
12 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
13 schedule. Any unauthorized closure shall be deemed in material breach of this
14 Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

15 4. SERVICES

16 4.1 Comprehensive Case Management Team (CMT):

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

1 4.1.2 Human Options, Inc. (HO) shall provide Comprehensive CMT
2 Case Management Team Services for families/caregivers with and/or caregivers
3 of children ages birth to eighteen (0-18) years, who are at-risk of abuse or
4 neglect. These include low-income, intact families, foster families, and/or
5 families in the process of reunification ~~children ages birth to eighteen (0-~~
6 ~~18) years, who are at risk, and/or low income intact families and/or foster~~
7 ~~families, and/or families in the process of reunification,~~ (hereinafter
8 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.1).

9 4.1.3 HO, in coordination with collaborative partners, shall
10 provide Comprehensive CMT Case Management Team services for a minimum of
11 seventy (70) unduplicated PARTICIPANTS annually. Comprehensive CMT Case
12 Management Team services include, but are not limited to: identifying the
13 educational, health, or social service needs of a child, and child's family;
14 developing a plan to address these multiple needs; weekly reviews; team
15 assessment; arranging and coordinating appropriate services; monitoring
16 effectiveness of services; and evaluating the outcome of services.
17 Comprehensive CMT Case Management Team services shall include, but not be
18 limited to, the following components:

19 4.1.3.1 Assessment: The Family Resource Center (FRC)
20 Coordinator and Comprehensive CMT Case Management Team shall complete a
21 comprehensive assessment of PARTICIPANTS' strengths and needs, treatment plan,
22 follow-up, and community resources available to PARTICIPANT. The FRC
23 Coordinator shall ensure the completion of a FaCT registration form, FaCT
24 consent form, and referral form.

25 4.1.3.2 Individualized Treatment Plan: On the basis of
26 the assessment, the FRC Coordinator, and Comprehensive CMT Case Management
27 Team shall jointly develop an individualized treatment plan with the
28 PARTICIPANT that identifies priorities, desired outcomes, the strategies and

1 resources to be used in attaining the outcomes, follow up, and termination.

2 4.1.3.3 Reassessment: The FRC Coordinator and
3 Comprehensive ~~CMF~~ Case Management Team shall reassess the PARTICIPANT's
4 status, with input from collaborative partners, in a weekly clinical review of
5 cases. Comprehensive ~~CMF~~ Case Management Team meetings shall provide weekly
6 evaluations and assessment for PARTICIPANTS.

7 4.1.3.4 Termination: The Comprehensive ~~CMF~~ Case
8 Management Team shall terminate the case when the desired outcomes have been
9 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

10 4.1.4 HO shall provide Comprehensive ~~CMF~~ Case Management Team
11 services Monday through Friday from 8:30 - 5:00 p.m. during ~~FRC operating~~
12 ~~hours continuously throughout~~ the term of this Agreement. Comprehensive ~~CMF~~
13 Case Management Team meetings shall be scheduled a minimum of one (1) day per
14 week for a minimum of one (1) hour in duration. HO's Comprehensive ~~CMF~~ Case
15 Management Team Facilitator shall facilitate Comprehensive ~~CMF~~ Case Management
16 Team meetings.

17 4.1.5 HO shall provide Comprehensive ~~CMF~~ Case Management Team
18 services at the FRC located at 23832 Rockfield Blvd., Suite 270, Lake Forest,
19 CA 92630.

20 4.1.6 HO shall measure progress by ensuring PARTICIPANTS
21 complete a FaCT registration form and a FaCT consent form. Additionally, HO
22 shall complete the FaCT standardized ~~CMF~~ Case Management Team Tracking and
23 Outcomes Log.

24 4.1.7 HO's Comprehensive ~~CMF~~ Case Management Team services shall
25 address the following PSSF service categories: FP, FS, TLFR, and APS.

26 4.1.8 HO shall provide qualified ~~CMF~~ licensed or licensed
27 eligible ~~Clinical Supervisor~~ Comprehensive Case Management Team Facilitator
28 staff to facilitate Comprehensive ~~CMF~~ Case Management Team meetings as

1 specified in Subparagraphs 11.9 of this Exhibit.

2 4.2 Crisis Counseling:

3 4.2.1 H0 shall provide Crisis Counseling services ~~for parents,~~
4 ~~foster parents, caregivers, and/or their children ages birth to eighteen (0-~~
5 ~~18) years, who are not Medi-Cal eligible and/or do not meet the Medi-Cal~~
6 ~~eligibility requirements for medical necessity and who are at risk for abuse~~
7 ~~and/or neglect, and/or low-income, intact families, and/or families in the~~
8 ~~process of reunification, who may be experiencing a crisis due to~~
9 ~~interpersonal conflicts, family crisis, difficult parenting issues,~~
10 ~~challenging child needs, and/or traumatic loss~~ to children ages birth to
11 eighteen (0-18) years who are at-risk of abuse or neglect, and/or their
12 parents, foster parents (and their children), adoptive families (and their
13 children), and/or caregivers (and their children). Individuals may include:
14 those who are low-income; coming from intact families; individuals in the
15 process of reunification; those who may be experiencing a crisis due to
16 interpersonal conflicts, difficult parenting issues, challenging child needs,
17 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
18 of Subparagraph 4.2) These individuals are not Medi-Cal eligible; and/or do
19 not meet the Medi-Cal eligibility requirements for medical necessity.

20 4.2.2 H0 shall provide Crisis Counseling services for a minimum
21 of fifty-five (55) unduplicated PARTICIPANTS annually. Crisis Counseling
22 services shall include, but not be limited to, assess PARTICIPANT's needs;
23 provide emotional support; stabilize immediate crisis; develop goals for
24 PARTICIPANTS; address independent living skills; self-control; parenting
25 issues; cycle of abuse; victimization; enhance family dynamics; modify
26 dysfunctional behaviors; incorporate appropriate family roles; develop time
27 limited goals for the family and child in placement that are targeted to
28 PARTICIPANTS' particular reunification plans if applicable; and make

1 appropriate linkages to all needed treatment programs and social support
2 systems. The ~~Bilingual~~ Therapist and/or designee, as approved by
3 ADMINISTRATOR, shall attend the FRC's Comprehensive ~~CMT~~ Case Management Team
4 meetings. Services shall be provided in a culturally responsive manner in
5 English and Spanish as needed by PARTICIPANT.

6 4.2.3 HO shall provide Crisis Counseling services continuously
7 throughout the term of this Agreement by appointment Monday through Friday
8 during FRC operating hours. HO may also schedule evening hours at the request
9 of PARTICIPANTS. Counseling sessions shall be a minimum of fifty (50) minutes
10 in duration, or as clinically indicated by the clinician, and offered to
11 PARTICIPANTS on a weekly basis. HO shall ~~provide~~ offer a minimum of one (1)
12 week of counseling sessions and a maximum of four (4) sessions for each
13 PARTICIPANT. FRC shall provide a phone messaging system to record messages and
14 post a sign with an emergency contact name and telephone number for
15 PARTICIPANTS who may call or visit the FRC after hours.

16 4.2.4 HO shall provide Crisis Counseling services in a private
17 office space at the FRC, or other community locations, with advance written
18 approval by ADMINISTRATOR, provided location can accommodate the
19 confidentiality of the service.

20 4.2.5 HO shall measure progress by ensuring PARTICIPANTS
21 complete a FaCT registration form, FaCT consent form, and FaCT approved
22 assessment tools.

23 4.2.6 HO's Crisis Counseling services shall address the
24 following PSSF service categories: FP, FS, TLFR, and APS.

25 4.2.7 HO shall provide qualified licensed/licensed eligible
26 ~~Bilingual~~ Counselor staff as specified in Subparagraph 11.8 of this Exhibit.

27 4.3 Group Counseling:

28 4.3.1 HO shall provide Group Counseling services ~~for individuals~~

1 with children ages birth to eighteen (0-18) years, who are not Medi-Cal
2 eligible and/or do not meet the Medi-Cal eligibility requirements for medical
3 necessity and who are at risk for abuse and/or neglect, and/or low income,
4 intact families, and/or families in the process of reunification, who may be
5 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
6 parenting issues, challenging child needs, and/or traumatic loss to children
7 ages birth to eighteen (0-18) years who are at-risk of abuse or neglect,
8 and/or their parents, foster parents (and their children), and/or caregivers
9 (and their children). Individuals may include: those who are low-income;
10 coming from intact families; individuals in the process of reunification;
11 those who may be experiencing a crisis due to interpersonal conflicts,
12 difficult parenting issues, challenging child needs, and/or traumatic loss
13 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.3).
14 These individuals are not Medi-Cal eligible; and/or do not meet the Medi-Cal
15 eligibility requirements for medical necessity

16 4.3.2 HO shall provide Group Counseling services for a minimum
17 of fifty (50) unduplicated PARTICIPANTS annually. Group Counseling services
18 shall include, but not be limited to, assess PARTICIPANT's needs; provide
19 emotional support; stabilize immediate crisis; develop goals for PARTICIPANTS;
20 address independent living skills; self-control; parenting issues; cycle of
21 abuse; victimization; enhance family dynamics; modify dysfunctional behaviors;
22 incorporate appropriate family roles; develop time limited goals for the
23 family and child in placement that are targeted to PARTICIPANTS' particular
24 reunification plans, if applicable; and make appropriate linkages to all
25 needed treatment programs and social support systems. The Bilingual Therapist
26 and/or designee, as approved by ADMINISTRATOR, shall attend the FRC's
27 Comprehensive CMT Case Management Team meetings. Services shall be provided
28 in a culturally responsive manner in English and Spanish as needed by

1 PARTICIPANTS.

2 4.3.3 HO shall provide Group Counseling services ~~continuously~~
3 throughout the term of this Agreement Monday through Friday during FRC
4 operating hours. HO may also schedule evening hours at the request of
5 PARTICIPANTS. HO shall provide a minimum of four (4) Group Counseling series
6 at a minimum of ninety (90) minutes each session with a six (6) week session
7 minimum per series ~~for a total of twenty-four (24) weeks minimum Group~~
8 ~~Counseling services.~~ Each session shall include a minimum of five (5)
9 PARTICIPANTS per group session. FRC shall provide a phone messaging system to
10 record messages and post a sign with an emergency contact name and telephone
11 number for PARTICIPANTS who may call or visit the FRC after hours.

12 4.3.4 HO shall provide Group Counseling services in a private
13 office space at the FRC, or other community locations, with advance written
14 approval by ADMINISTRATOR, provided location can accommodate the
15 confidentiality of the service.

16 4.3.5 HO shall measure progress by ensuring PARTICIPANTS
17 complete a FaCT registration form, FaCT consent form, and FaCT approved
18 assessment tools.

19 4.3.6 HO's Group Counseling services shall address the following
20 PSSF service categories: FP, FS, TLFR, and APS.

21 4.3.7 HO shall provide qualified licensed/licensed eligible
22 ~~Bilingual~~ Therapist staff as specified in Subparagraph 11.8 of this Exhibit.

23 4.4 Family Advocacy/Case Management Support Services:

24 4.4.1 CB shall provide Family Advocacy/Case Management Support
25 ~~(FACMS) services for at risk, low income intact families, kinship, relative~~
26 ~~caregivers, and/or foster and/or pre and post adoptive families with children~~
27 ~~ages birth through eighteen (0-18) years, who are at risk for abuse and/or~~
28 ~~neglect, low income, homeless, unemployed, and those receiving child welfare~~

1 ~~services including families in the process of reunification or in the process~~
2 ~~of COUNTY adoption process~~ children ages birth to eighteen (0-18) years who
3 are at-risk of abuse or neglect, and/or their parents, foster parents (and
4 their children), and/or caregivers (and their children), pre- and post-
5 adoptive families. Families may include: those who are low-income;
6 unemployed; underemployed; intact families; homeless families; families in the
7 process of reunification; families in the COUNTY adoption process; or those
8 who may be experiencing a crisis due to interpersonal conflicts, difficult
9 parenting issues, challenging child needs, and/or traumatic loss (hereinafter
10 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.4).

11 4.4.2 CB shall provide ~~FACMS~~ Family Advocacy/Case Management
12 Support services for a minimum of one hundred (100) unduplicated PARTICIPANTS
13 annually. ~~FACMS~~ Family Advocacy/Case Management Support services shall
14 include, but not be limited to, the following: assess the strengths and needs
15 of a client and family; arrange, coordinate, monitor, evaluate, and advocate
16 for multiple services for families; link clients to resources and services and
17 opportunities; teach and empower clients to access community resources;
18 strengthen problem solving skills; build on family strengths; case planning;
19 follow up with families; assess if services meet family's need; empower
20 families; teach problem solving skills and how to access resources; and office
21 and in-home visits. Services shall be provided in a family friendly,
22 culturally responsive and affirming manner in English and Spanish as needed by
23 PARTICIPANT.

24 4.4.3 CB shall provide ~~FACMS~~ Family Advocacy/Case Management
25 Support services ~~continuously throughout~~ during the term of this Agreement from
26 8:30 a.m. to 5:00 p.m., Monday through Friday ~~during FRC operating hours~~. CB
27 shall provide short-term ~~FACMS~~ Family Advocacy/Case Management Support
28 services for a minimum of thirty (30) days or long-term ~~FACMS~~ Family

1 Advocacy/Case Management Support services for a minimum of sixty (60) days for
2 each PARTICIPANT.

3 4.4.4 CB shall primarily provide ~~FACMS~~ Family Advocacy/Case
4 Management Support services in family's home, at the FRC, or at other
5 community locations as needed with advance written approval by ADMINISTRATOR.

6 4.4.5 CB shall measure progress by ensuring PARTICIPANTS
7 complete a FaCT registration form, FaCT consent form, and FaCT approved
8 assessment tools.

9 4.4.6 CB's ~~FACMS~~ Family Advocacy/Case Management Support
10 services shall address the following PSSF service categories: FP, FS, TLFR,
11 and APS.

12 4.4.7 CB shall provide qualified Family Advocate staff as
13 specified in Subparagraph 11.7 of this Exhibit.

14 4.5 Parenting Education:

15 4.5.1 H0 shall provide Parenting Education services ~~for parents~~
16 ~~who are at risk, low-income parents and/or caregivers with children ages birth~~
17 ~~to eighteen (0-18) years who are at-risk for child abuse and neglect; dealing~~
18 ~~with poverty issues, child abuse, domestic violence, unemployment, teen~~
19 ~~pregnancy,~~ to parents, foster parents and/or caregivers of children ages birth
20 to eighteen (0-18) years who are at-risk of abuse or neglect. Parents may
21 include: those who are low-income; coming from intact families; dealing with
22 poverty issues, child abuse, domestic violence, teen parent, adoption,
23 individuals in the process of reunification; those who may be experiencing a
24 crisis due to interpersonal conflicts, difficult parenting issues, challenging
25 child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS"
26 for purposes of Subparagraph 4.5).

27 4.5.2 H0 shall provide Parenting Education services for a
28 minimum of eight (8) unduplicated PARTICIPANTS annually. Parenting Education

1 services shall: improve parenting skills; family functioning by teaching
2 parents/caregivers about child development (e.g., developmental expectations);
3 behavior management (e.g., discipline techniques); and coping skills (e.g.,
4 communication and stress management). Parenting Education topics shall
5 include, but not be limited to the following: address parent responsibilities;
6 provide psychologically based behavior principles; stress importance of
7 appropriate discipline and support; self-control; emotional regulation;
8 attachment and bonding from birth throughout childhood; difficulties inherent
9 throughout childhood; open and honest communication; praise and
10 acknowledgement; disruptive cycles of inappropriate parenting; healthy and
11 supportive parenting. Parenting Education services shall be provided in a
12 family friendly, culturally responsive and affirming manner in English and
13 Spanish as needed by PARTICIPANT.

14 4.5.3 HO shall provide a minimum of one (1) ~~annual~~ Parenting
15 Education series comprised of six (6) weekly classes. Parenting Education
16 services shall be provided during the term of this Agreement from 8:30 a.m. to
17 5:00 p.m., Monday through Friday, at dates and times convenient for
18 PARTICIPANTS. HO shall offer Parenting Education services at additional times
19 based on PARTICIPANT availability.

20 4.5.4 HO shall provide Parenting Education services at the FRC
21 and/or at other community locations, to be approved in advance and in writing
22 by ADMINISTRATOR.

23 4.5.5 HO shall measure progress by ensuring PARTICIPANTS
24 complete a FaCT registration form and FaCT approved measurement tools.

25 4.5.6 HO's Parenting Education services shall address the
26 following PSSF service categories: FP and FS.

27 4.5.7 HO shall provide qualified Parenting Educator staff as
28 specified in Subparagraph 11.11 of this Exhibit.

1 4.6 Parenting Education TLFR:

2 4.6.1 HO shall provide Parenting Education TLFR services ~~for~~
3 ~~low income parents and/or caregivers with children ages birth to eighteen (0-~~
4 ~~18) years in the family reunification process~~ to parents including caregivers
5 of children ages birth to eighteen (0-18) years who are in the process of
6 reunification. TLFR parents may include: those who are low-income; dealing
7 with poverty issues, domestic violence, teen parent, those who may be
8 experiencing a crisis due to interpersonal conflicts, difficult parenting
9 issues, challenging child needs, and/or traumatic loss (hereinafter referred
10 to as "PARTICIPANTS" for purposes of Subparagraph 4.6).

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

27 4.6.3 HO shall provide a minimum of one (1) ~~annual~~ Parenting
28 Education TLFR series comprised of a minimum of four (4) weekly classes.

1 Parenting Education TLFR services shall be offered during the term of this
2 Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and
3 times convenient for PARTICIPANTS. HO shall offer Parenting Education TLFR
4 services at additional times based on PARTICIPANT availability.

5 4.6.4 HO shall provide Parenting Education TLFR services at the
6 FRC and/or at other community locations, to be approved in advance and in
7 writing by ADMINISTRATOR.

8 4.6.5 HO shall measure progress by ensuring PARTICIPANTS
9 complete a FaCT registration form and FaCT approved measurement tools.

10 4.6.6 HO's Parenting Education TLFR services shall address the
11 following PSSF service categories: TLFR.

12 4.6.7 HO shall provide qualified Parenting Educator staff as
13 specified in Subparagraph 11.11 of this Exhibit.

14 4.7 Adoption Parent Education Workshop:

15 4.7.1 HO shall provide Adoption Parent Education Workshop
16 services for to adoptive families and/or caregivers with of children ages
17 birth to eighteen (0-18) years in the adoption process (hereinafter referred
18 to as "PARTICIPANTS" for purposes of Subparagraph 4.7).

19 4.7.2 HO shall provide Adoption Parent Education Workshop
20 services for a minimum of six (6) unduplicated PARTICIPANTS annually.
21 Adoption Parent Education Workshop services shall address attachment, bonding,
22 and traumatic loss issues. Adoption Parent Education topics shall include,
23 but not be limited to: address parent responsibilities; provide
24 psychologically based behavior principles; stress importance of appropriate
25 discipline and support; self-control; emotional regulation; attachment and
26 bonding from birth throughout childhood; difficulties inherent throughout
27 childhood; open and honest communication; praise and acknowledgement;
28 disruptive cycles of inappropriate parenting; healthy and supportive

1 parenting. Adoption Parent Education Workshop services shall be provided in a
2 family friendly, culturally responsive and affirming manner in English and
3 Spanish as needed by PARTICIPANT.

4 4.7.3 HO shall provide a minimum of one (1) Adoption Parent
5 Education Workshop ~~annually~~ for a minimum of six (6) hours in duration during
6 the term of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday,
7 at dates and times convenient for PARTICIPANTS. Adoption Parent Education
8 Workshop services shall be offered at additional times based on PARTICIPANT
9 availability.

10 4.7.4 HO shall provide Adoption Parent Education Workshop
11 services at the FRC and/or at other community locations, to be approved in
12 advance and in writing by ADMINISTRATOR.

13 4.7.5 HO shall measure progress by ensuring PARTICIPANTS
14 complete a FaCT registration form and FaCT approved measurement tools.

15 4.7.6 HO's Adoption Parent Education Workshop services shall
16 address the following PSSF service categories: APS.

17 4.7.7 HO shall provide qualified Parenting Educator staff as
18 specified in Subparagraph 11.11 of this Exhibit.

19 4.8 Personal Empowerment Program (PEP):

20 4.8.1 HO shall provide PEP ~~Personal Empowerment Program~~ services
21 ~~for individuals who are at risk, low income parents and/or caregivers with~~
22 ~~children ages birth through eighteen (0-18) years who are at risk for child~~
23 ~~abuse and neglect; dealing with poverty issues; child abuse, domestic violence~~
24 ~~to parents and/or caregiver of children ages birth to eighteen (0-18) years~~
25 ~~who are at-risk of abuse or neglect. Individuals may include: those who are~~
26 ~~low-income or dealing with poverty issues; child abuse, domestic violence;~~
27 ~~individuals in the COUNTY adoption process; or those who may be experiencing a~~
28 ~~crisis due to interpersonal conflicts, difficult parenting issues, challenging~~

1 child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS"
2 for purposes of Subparagraph 4.8).

3 4.8.2 HO shall provide PEP Personal Empowerment Program services
4 for a minimum of thirty (30) unduplicated PARTICIPANTS annually. PEP 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 responsive and affirming manner in English and Spanish as needed by
14 PARTICIPANT.

15 4.8.3 HO shall provide three (3) series of ten (10) week PEP
16 Personal Empowerment Program services annually. Each group class shall be a
17 minimum of two (2) hours in duration. HO shall provide PEP Personal
18 Empowerment Program services from 8:30 a.m. to 5:00 p.m., Monday through
19 Friday, at dates and times convenient for PARTICIPANTS. HO shall offer PEP
20 Personal Empowerment Program services at additional times based on PARTICIPANT
21 availability.

22 4.8.4 HO shall provide PEP Personal Empowerment Program services
23 at the FRC and/or at other community locations, to be approved in advance and
24 in writing by ADMINISTRATOR.

25 4.8.5 HO shall measure progress by ensuring PARTICIPANTS
26 complete FaCT measurement tools.

27 4.8.6 HO's PEP Personal Empowerment Program services shall
28 address the following PSSF service categories: FP and FS.

1 4.8.7 HO shall provide qualified PEP Personal Empowerment
2 Program Instructor staff as specified in Subparagraph 11.12 of this Exhibit.

3 4.9 Personal Empowerment Program TLFR:

4 4.9.1 HO shall provide PEP Personal Empowerment Program TLFR
5 ~~services for individuals who are at-risk, low-income parents and/or caregivers~~
6 ~~with children ages birth through eighteen (0-18) years who are at risk for~~
7 ~~child abuse and neglect; dealing with poverty issues; child abuse, domestic~~
8 ~~violence; and those in the County adoption and/or family reunification process~~
9 ~~to parents and/or caregiver of children ages birth to eighteen (0-18) years~~
10 ~~who are at-risk of abuse or neglect. TLFR individuals may include: those who~~
11 ~~are low-income or dealing with poverty issues; child abuse, domestic violence;~~
12 ~~individuals in the process of reunification; individuals in the COUNTY~~
13 ~~adoption process; or those who may be experiencing a crisis due to~~
14 ~~interpersonal conflicts, difficult parenting issues, challenging child needs,~~
15 ~~and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes~~
16 ~~of Subparagraph 4.9).~~

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

1 be provided in a family friendly, culturally responsive and affirming manner
2 in English and Spanish as needed by PARTICIPANT.

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

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

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

15 4.9.6 HO's PEP Personal Empowerment Program TLFR services shall
16 address the following PSSF service categories: TLFR.

17 4.9.7 HO shall provide qualified PEP Personal Empowerment
18 Program Instructor staff as specified in Subparagraph 11.12 of this Exhibit.

19 4.10 Community Resource Services:

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

27 4.10.2 MH shall provide CRS Community Resource Services for a
28 minimum of one thousand two hundred (1200) unduplicated PARTICIPANTS annually.

1 ~~CRS~~ Community Resource Services shall include, but not be limited to the
2 following: an assessment of need; referral to emergency housing; emergency
3 food; family counseling; child care; substance abuse counseling and treatment;
4 parenting training; utility assistance; health and mental health treatment;
5 education and job training; legal aid; youth academic and recreation services;
6 linkages to a wide range of community services; general family support; family
7 advocacy; case management team; parenting services; treatment services;
8 domestic violence; basic needs; and many other services based on client needs.
9 MH shall be required to partner with other County and local ~~CRS~~ Community
10 Resource Services providers. Services shall be provided in a family friendly,
11 culturally responsive and affirming manner in English and Spanish as needed by
12 PARTICIPANT.

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

17 4.10.4 MH shall provide ~~CRS~~ Community Resource Services at FRC
18 locations.

19 4.10.5 MH shall measure progress by completing FaCT measurement
20 tools.

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

23 4.10.7 MH shall provide qualified ~~CRS~~ Community Resource
24 Services Specialist staff as specified in Subparagraph 11.5 of this Exhibit.

25 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

26 5.1 In addition to providing the services described in Paragraph 34 of
27 this Exhibit A, CONTRACTOR agrees to:

28 5.1.1 Provide ADMINISTRATOR a detailed marketing plan for each

1 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

2 5.1.2 Actively engage the community including local residents,
3 faith-based groups, businesses, public and private organizations, civic
4 groups, and others in the planning and implementation of services that promote
5 the well-being, safety, and permanency of children, families and communities.

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

9 ~~5.1.4 Affirm families' cultural, ethnic, and linguistic~~
10 ~~identities and enhance their ability to function in a multicultural society.~~

11 ~~5.1.5 Be outcome driven and identify indicators that accurately~~
12 ~~reflect progress towards stated goal(s).~~

13 ~~5.1.6 Employ program strategies based on principles that have~~
14 ~~been demonstrated to be effective with the target population to be served.~~

15 ~~5.1.7 Identify and address family and child abuse issues in the~~
16 ~~community with an emphasis on prevention, early intervention, and permanency.~~

17 ~~5.1.8 Identify and address substance abuse problems, including~~
18 ~~prevention and access to intervention strategies.~~

19 5.1.9 Demonstrate the ability, now and in the future, to
20 integrate multiple public, private, and collaborative partner funding sources.

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

28 5.3 CONTRACTOR's FRC Coordinator shall participate in meetings, to be

1 held not more than once per month, of all FaCT FRC Program Coordinators for
2 the purpose of information sharing, joint problem solving, identification of
3 Best Practices, development of common approaches to case management and
4 intake, training, and other related matters. ADMINISTRATOR will provide
5 CONTRACTOR with detailed information regarding meeting date(s) and
6 location(s).

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

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

27 5.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures for
28 reporting any special incidents that occur during CONTRACTOR's performance of

1 duties under this Agreement, involving CONTRACTOR's staff, participants,
2 and/or property.

3 5.7 RF shall provide child care services at the FRC to children of
4 parents attending FRC programs Monday through Friday during FRC operating
5 hours, and on evenings and weekends as required by PARTICIPANTS, ~~continuously~~
6 ~~throughout~~ during the term of this Agreement. RF shall provide qualified Child
7 Care worker(s) as specified in Subparagraph 11.4 of this Exhibit. RF shall
8 provide a minimum of:

9 5.7.1 Two hundred fifty (250) hours of child care during the
10 term of this contract ~~July 1, 2011 through June 30, 2012.~~

11 6. FACILITIES

12 Administrative services under this Agreement shall be provided at:

13 South Orange County Family Resource Center

14 c/o The Raise Foundation

15 23832 Rockfield Blvd. Suite 270

16 Lake Forest, CA 92630

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

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

22 7. REPORTS

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

26 7.1 Family identifier;

27 7.2 Family member identifier;

28 7.3 Ethnicity;

- 1 7.4 Date of birth;
- 2 7.5 Sex;
- 3 7.6 Referral reason(s);
- 4 7.7 Services recommended;
- 5 7.8 Services provided;
- 6 7.9 Date services delivery begins;
- 7 7.10 Date service delivery ends;
- 8 7.11 Status indicators (e.g., previous abuse reports, existing health
- 9 problems, etc.);
- 10 7.12 Primary language spoken;
- 11 7.13 PSSF outcome measures as identified in Paragraph 2 of this
- 12 Exhibit; and,
- 13 7.14 PSSF service categories as identified in Paragraph 2 of this
- 14 Exhibit.
- 15 7.15 Reports shall be prepared in a format approved in writing by
- 16 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and
- 17 Social Services Agency (SSA) Contract Administrator by the twentieth (20th) day
- 18 of each month for the preceding month of services.
- 19 7.16 CONTRACTOR shall complete registration forms and attendance sheets
- 20 for every service delivered to participant(s) unless specifically exempted by
- 21 ADMINISTRATOR.
- 22 7.17 CONTRACTOR shall complete the FaCT standardized Marketing Outreach
- 23 Log and CEAC Data Form and shall submit to ADMINISTRATOR quarterly, ten (10)
- 24 calendar days following the end of each quarter.
- 25 7.18 CONTRACTOR shall provide information deemed necessary by
- 26 ADMINISTRATOR to complete any state-required reports related to the services
- 27 provided under this Agreement.
- 28

1 8. UTILIZATION REVIEW

2 8.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's
3 request at CONTRACTOR's facility identified in Paragraph 6 of this Exhibit A,
4 to review and evaluate a random selection of PARTICIPANT case records. The
5 review shall include, but is not limited to, an evaluation of the necessity
6 and appropriateness of services provided and length of services. PARTICIPANT
7 cases to be reviewed shall be randomly selected by ADMINISTRATOR.

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

12 9. SUSTAINABILITY

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

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

20 9.1.1 Assessment of long-term need for and reasonableness of
21 FaCT collaborative programs;

22 9.1.2 Training programs developed by or for FaCT;

23 9.1.3 Outreach activities initiated by FaCT staff or FaCT
24 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

25 9.1.4 Research of other public/private funding sources and
26 opportunities;

27 9.1.5 Pursuit of linkages with other partners, as appropriate;
28 and,

1 9.1.6 Development of marketing and community education materials
 2 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

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

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

11 10. BUDGET

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

14 BUDGET FOR PERIOD OF JULY 1, 2011 2014 THROUGH JUNE 30, 2012 2015:

<u>LINE ITEMS:</u>	Maximum		
	FTE ⁽¹⁾	Hourly Rate ⁽²⁾	Annual Budget
<u>SALARIES:</u>			
<u>Raise Foundation (RF)</u>			
FRC Coordinator (Admin.)	1.00	\$24.53	\$ 51,022
Supervisor (Admin.)	0.025	21.00	1,092
Accountant (Admin.)	0.05	30.00	<u>3,120</u>
Subtotal RF Salaries:			\$ 55,234
RF Benefits (19%) ⁽³⁾			<u>10,495</u>
Subtotal RF Salaries and Benefits:			\$ 65,729
<u>Mission Hospital Regional Medical Center (MH)</u>			
Community Resource Specialist (Service 4.10)	1.00	\$26.33	\$ 54,766
MH Community Resource Service Cost Offset			<u>(37,577)</u>
Subtotal MH Salaries:			\$ 17,189

1	MH Benefits (38%) ⁽³⁾			<u>20,811</u>
2	Subtotal MH Salaries and Benefits:			\$ 38,000
3	<u>Children's Bureau (CB)</u>			
4	Family Advocate (Service 4.4)	1.00	\$17.81	\$ 37,044
5	Program Manager (Admin.)	0.041	36.34	<u>3,099</u>
6	Subtotal CB Salaries:			\$ 40,143
7	CB Benefits (25%) ⁽³⁾			<u>10,035</u>
8	Subtotal CB Salaries and Benefits:			\$ 50,178
9	<u>Human Options (HO)</u>			
10	Bilingual Counselor/Parenting Educator (Services			
11	4.2 - 4.3, and 4.5 - 4.7)	0.80	\$22.75	\$ 37,856
12				
13	Clinical Supervisor/ Case Management Team			
14	Facilitator (Service 4.1)	0.05	27.00	<u>2,808</u>
15	Subtotal HO Salaries:			\$ 40,664
16	HO Benefits (21%) ⁽³⁾			<u>8,539</u>
17	Subtotal HO Salaries and Benefits:			49,203
18	SUBTOTAL ALL SALARIES AND BENEFITS:			\$203,110
19	<u>SERVICES AND SUPPLIES:</u>			
20	RF - Administrative Office Expenses			\$ 400
21	RF - Program Expenses			700
22	RF - Training			56
23	RF - Mileage ^(4 & 5)			450
24	RF - CEAC Meeting and Training Expenses			935
25	RF - Child Care ⁽⁶⁾		12.00	3,500
26	CB - Administrative Office Expenses			749
27	CB - Courier and Postage			50
28				

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

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

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

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

12 (6) RF shall use this funding only for child care services as described
13 herein. Allowable costs include direct child care services and the purchase
14 of supplies directly related to the provision of child care services. All
15 purchases for child care related supplies must be requested in advance and in
16 writing for approval by ADMINISTRATOR. ~~Services~~ Monthly reimbursement of
17 child care services shall be ~~reimbursed~~ based on actual hours worked. ~~Child~~
18 ~~Care Worker~~ and the position does not include any benefits.

19 (7) RF's indirect costs are for those expenses related to the required
20 annual SSA Independent Audits.

21 (8) CB's indirect costs include a federal allocation method for general
22 administration, human resources support, payroll, accounting, and information
23 technology assistance costs.

24 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
25 notice, to add, delete or modify line items and/or amounts and/or the number
26 and type of FTE positions without changing COUNTY's maximum obligation as
27 stated in Subparagraph 20.1 of this Agreement or reducing the level of service
28 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3

1 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
2 as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually
3 agree in writing to proportionately reduce the service goals as set forth in
4 this Exhibit.

5 ⁽⁹⁾ CB shall use Emergency Assistance funds to meet basic needs of
6 clients in support of services as described herein. Allowable costs include
7 emergency food, emergency clothing, diapers, medicine, bus tickets to access
8 services, safety items, one-time rent payment assistance, and one-time utility
9 payment assistance. Other allowable costs are to be approved in advance and
10 in writing by ADMINISTRATOR. All purchases for Emergency Assistance funds in
11 excess of one hundred (\$100) dollars per client must be requested in advance
12 and in writing for approval by ADMINISTRATOR. CONTRACTOR shall research
13 available community resources options prior to approving expenditures.

14 11. STAFF

15 RF shall provide the following described staff positions:

16 11.1 FRC Coordinator:

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

27 11.1.2 Qualifications: ~~Bachelor's degree in social work,~~
28 ~~sociology, psychology or related field from an accredited university; two (2)~~

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

26 11.2 Supervisor:

27 11.2.1 Duties: Provide oversight and supervision of Raise
28 Foundation staff in the Agreement; attend Steering Committee meetings, Case

1 Management (as required) and other partner related meetings as contractually
2 required; act as a liaison between FRC partners, Raise Foundation Accounting
3 Department and FaCT to ensure accurate and timely invoicing to the Lead agency
4 and ensure accuracy of billings, maintain complete and accurate records of all
5 financial and outcome measurement data.

6 11.2.2 Qualifications: Master's degree preferred, Bachelor's
7 degree in Social Work or related field from an accredited university required.
8 Proficiency in English is required.

9 11.3 Accountant:

10 11.3.1 Duties: Responsible for ensuring accurate and timely
11 payment of FRC partner agency invoices; timely billing to ADMINISTRATOR;
12 document expenditures for audit purposes; attend FaCT-required training;
13 provide financial reports as required or requested by FRC partner agencies
14 and/or ADMINISTRATOR.

15 11.3.2 Qualifications: Bachelor's degree in accounting or in a
16 business or finance related field from an accredited university; two (2) years
17 of experience working as an accountant. Proficiency in English is required.

18 RF shall provide the following described staff position:

19 11.4 Child Care Worker:

20 11.4.1 Duties: Responsible for providing child care for children
21 of parents attending FRC programs and completing required documentation;
22 provide activities including, but not be limited to, arts and crafts, playing
23 with building blocks and play dough, and educational games such as counting,
24 sorting, color recognition, and puzzles; ensure the health and safety of the
25 children are maintained at all times; set up and clean up designated areas;
26 taking appropriate action in the event of an emergency; report any incidents
27 that impact the health and safety of a child immediately to the FRC
28 Coordinator; report any suspected abuse and/or neglect of a child immediately

1 to the FRC Coordinator; maintain confidentiality of clients; maintain a
2 positive attitude; and work effectively with parents, staff, and volunteers.

3 11.4.2 Qualifications: High school diploma or equivalent; one (1)
4 year of child care experience, including experience working with infants;
5 professional demeanor; ability to deal with stressful situations; creative;
6 energetic; ability to work in a multicultural environment; bilingual in
7 Spanish is preferred; and proficiency in English is required.

8 MH shall provide the following described staff position:

9 11.5 Community Resource Services Specialist:

10 11.5.1 Duties: Responsible for providing community resource
11 information assistance to PARTICIPANTS; provide linkages to service providers;
12 perform outreach to community businesses and schools; research information
13 regarding community services; collect and input required program data; promote
14 FRC program services; assist in the evaluation of PARTICIPANT needs; represent
15 the FRC at community events; and maintain required documentation; collect and
16 input data into the FaCT database. Required bilingual in English/Spanish or
17 English/Vietnamese.

18 11.5.2 Qualifications: High school diploma or equivalent GED;
19 knowledge and understanding of the services provided by the FRC; ability to
20 relate well to individuals from diverse backgrounds, cultures, varied income
21 levels, and educational levels; bilingual is required based on community need;
22 and proficiency in English is required.

23 CB shall provide the following described staff position:

24 11.6 Program Manager:

25 11.6.1 Duties: Responsible for overseeing the CB Family
26 Advocate; work closely with SSA FaCT staff to ensure the Family Advocacy
27 service is well integrated at the site; participate in FaCT committees and
28 community forums as requested; advocate the FRC platform in local and regional

1 settings as requested. Responsible for direct supervision of the CB Family
2 Advocate and FRC Coordinator.

3 11.6.2 Qualifications: Master's degree in health and human
4 services field of public administration from an accredited university; three
5 (3) years of experience in management of nonprofits or business; two (2) years
6 minimum of supervisory experience; excellent speaking and writing skills;
7 excellent organizational skills; experience with program design, development
8 and implementation including planning and grant management. Licensed
9 bilingual English/Spanish preferred.

10 11.7 Family Advocate/Individual Case Manager:

11 11.7.1 Duties: Responsible for assessing needs and assisting
12 families in crisis to access resources to meet those needs, including court
13 ordered families to facilitate family reunification; coordinate information
14 for participant referrals; participate at ~~CMT~~ Case Management Team meetings,
15 follow up on progress of families and help to alleviate barriers to accessing
16 services; compile and maintain records; prepare reports; collect and input
17 data into the FaCT database; and attend all required meetings.

18 11.7.2 Qualifications: Bachelor's degree in human services or
19 related field from an accredited university; ~~with~~ knowledge of the child
20 welfare system, and ~~one~~two (2) years of ~~community~~ experience ~~or~~ three (3)
21 ~~years of community experience and working directly with families in crisis in~~
22 ~~the human services or related field and the community is preferred. Position~~
23 ~~must be bilingual in English/Spanish~~ A minimum of three (3) years of
24 ~~experience may substitute for the required Bachelor's degree and two (2) years~~
25 ~~of experience. Bilingual in English/Spanish and proficiency in English is~~
26 ~~required.~~

27 HO shall provide the following described staff position:

28 11.8 Bilingual Counselor:

1 11.8.1 Duties: Provide individual, family, group, and crisis
2 counseling services for children, parents, and/or caregivers who are
3 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
4 parenting issues, challenging child needs, and/or traumatic loss; provide
5 emotional support; stabilize immediate crisis; develop goals for the family;
6 maintain records; prepare reports; collect and input data into FaCT database;
7 and attend all required meetings and trainings.

8 11.8.2 Qualifications: ~~Licensed or licensed eligible clinician or~~
9 ~~a qualified professional, including student trainee and interns enrolled in an~~
10 ~~accredited graduate program under clinical supervision. Bilingual in~~
11 ~~English/Spanish or English/Vietnamese and proficiency in English is required~~
12 ~~clinician, license-eligible clinician from an accredited university, or a~~
13 ~~qualified professional under clinical supervision, including student trainees~~
14 ~~and interns enrolled in an accredited graduate program under clinical~~
15 ~~supervision. Bilingual in English/Spanish and proficiency in English is~~
16 ~~required.~~

17 11.9 Clinical Supervisor:

18 11.9.1 Duties: Facilitate Comprehensive ~~CMF~~ Case Management Team
19 meetings; clinically supervise and evaluate the Therapists skills to
20 effectively provide counseling to clients. Oversee and monitor client files
21 to ensure appropriate documentation is completed. Abide by professional
22 confidentiality guidelines.

23 11.9.2 Qualifications: Must be a Licensed Clinical Social Worker
24 (LCSW) or a Marriage and Family Therapist (MFT); have at least three (3) years
25 of experiences working in the field; have knowledge of, the problems in child
26 abuse and domestic violence, and principles of crisis counseling, and family
27 therapy. Must possess excellent written and verbal communication skills.

28 11.10 Comprehensive Case Management Team Facilitator:

1 11.10.1 Duties: Legally responsible for ensuring the team and/or
2 staff members follow up on all mandated reporting requirements; check
3 attendance of required Comprehensive ~~CMF~~ Case Management Team; ensure
4 confidentiality and/or release forms are signed and maintained; possess a
5 thorough understanding of the laws of confidentiality, child, elder, and
6 dependent adult abuse reporting; facilitate weekly Comprehensive ~~CMF~~ Case
7 Management Team cases including a thorough assessment of needs, treatment
8 plan, follow up plan, and termination; document and maintain case management
9 team records; collect and input data into the FaCT database; and attend all
10 required meetings and trainings.

11 11.10.2 Qualifications: Licensed or license-eligible (registered
12 with the Board of Behavioral Science [BBS] and assigned an intern number or an
13 Associate Clinical Social Worker [ACSW] number) clinician such as a LCSW, MFT,
14 or Licensed Clinical Psychologist. Bilingual in English/Spanish or
15 English/Vietnamese and proficiency in English is required.

16 11.11 Parenting Educator:

17 11.11.1 Duties: Responsible for improving parenting skills and
18 family functioning by teaching parents/caregivers about child development
19 (e.g., developmental expectations), behavior management (e.g., discipline
20 techniques), coping skills (e.g., communication and stress management);
21 prevention of recurrence of maltreatment and attachment, bonding, and
22 traumatic loss issues; monitor attendance and participation, provide written
23 report(s) and complete pre-post tests; compile and maintain records; collect
24 and input data into the FaCT database; and attend all required meetings.

25 11.11.2 Qualifications: Twelve (12) units of college education
26 in child development, psychology, sociology, social work, or a related field;
27 one (1) year of experience working in the human services field; and one (1)
28 year of experience with public speaking or teaching or two (2) years of

1 experience working in the human services field; certificate of completion in
2 child development or parenting curriculum and one (1) year experience with
3 public speaking or teaching. Position must be bilingual in English/Spanish.

4 11.12 Personal Empowerment Program Instructor:

5 11.12.1 Duties: Responsible for providing educational support
6 to victims to break the cycle of domestic violence by increasing knowledge of
7 the dynamics of domestic violence, effects of violence on victims and their
8 children, and to help battered victims protect children who live in violent
9 homes; increase family functioning by teaching coping skills, prevention of
10 recurrence of maltreatment; provide emotional support, stabilize immediate
11 crisis and develop goals for the family; monitor attendance and participation,
12 provide written report(s); compile and maintain records; collect and input
13 data into the FaCT database; and attend all required meetings.

14 11.12.2 Qualifications: Minimum two (2) years of experience
15 working with domestic violence families; forty (40) hours of Domestic Violence
16 Prevention training; eight (8) hours of Child Abuse Prevention and Reporting
17 training; and completion of ~~PEP~~ Personal Empowerment Program training. A
18 valid Domestic Violence Advocate Certificate is required. Bilingual in
19 English/Spanish or English/Vietnamese is preferred.