

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

17 ~~THIS~~ This AGREEMENT, entered into this 1st day of July ~~1, 2015~~, 2020, which date is  
 18 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,  
 19 hereinafter referred to as "COUNTY," and ~~The Raise Foundation~~ Mission Hospital, a California  
 20 private non-profit corporation; ~~Children's Bureau of Southern California, a California non-profit~~  
 21 ~~corporation; Human Options, Inc., a California non-profit corporation; and Mission Hospital~~  
 22 ~~Regional Medical Center, a California non-profit corporation;~~ hereinafter ~~collectively~~ referred to  
 23 as "COMMUNITY HEALTH ENRICHMENT COLLABORATIVE (~~CHEC~~)—FAMILY  
 24 RESOURCE CENTER" or "CONTRACTOR." ~~The Raise Foundation, Children's Bureau of~~  
 25 ~~Southern California, Human Options, Inc., and Mission Hospital Regional Medical Center, may~~  
 26 ~~each also be referred to as "Contractor Partner Agencies."~~ This Agreement shall be administered  
 27 by the County of Orange Social Services Agency Director or designee, hereinafter referred to as  
 28 "ADMINISTRATOR."

1       //

2                               WITNESSETH:

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

11               WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of  
12 ~~services Promoting Safe and Stable Families,~~[Family Resource Center and Family Stabilization](#)  
13 [Services](#) in Orange County; and

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

16               WHEREAS, such services are authorized and provided ~~for~~ pursuant to the Adoptions and  
17 Safe Families Act of 1997 (Public Law 105-89), California Welfare and Institutions Code Sections  
18 16600-16605, All County ~~Letters~~[Letter](#) (ACL) No. 01-20~~and~~, ACL No. 03-12, [ACL No. 14.12](#),  
19 and the Child and Family Services Improvement and Innovation Act ~~(2001);~~; [and](#)

20               ~~NOW, THEREFORE, IT IS MUTUALLY~~[WHEREAS, CONTRACTOR agrees to render](#)  
21 [such services on the terms and conditions hereinafter set forth:](#)

22               [ACCORDINGLY, THE PARTIES](#) AGREED AS FOLLOWS:

23       //

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	.....	34
		26

1. TERM

The term of this Agreement shall commence on July 1, ~~2015~~2020, and terminate on June 30, ~~2020~~2023, unless earlier terminated pursuant to the provisions of Paragraph ~~43~~43 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

~~##~~

4. DESCRIPTION OF SERVICES, ~~STAFFING~~

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in ~~the~~ Exhibit "A" to the Agreement between County of Orange and Community Health Enrichment Collaborative (CHEC) Family Resource Center (FRC), for the Provision of ~~Services Promoting Safe~~ Family Resource Center and ~~Stable Families~~ Family Stabilization Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.

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

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

## 5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 28 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California; (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

5.2 In the performance of this Agreement, CONTRACTOR shall comply, ~~unless waived in whole or in part by ADMINISTRATOR,~~ with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); ~~Federal Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87~~ implementing

1 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and  
 2 Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and  
 3 regulations of the United States, State of California, County of Orange, and County of Orange  
 4 Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder,  
 5 as each and all may now exist or be hereafter amended.

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

9 5.3 CONTRACTOR shall cooperate with the California Department of Social Services  
 10 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect  
 11 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY  
 12 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

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

14 6.1 Delegation and Assignment:

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

22 ~~6.2 — Subcontracts:~~

23 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
 24 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
 25 for the provision of services under the Agreement.

26 6.2 Change of Ownership

27 CONTRACTOR agrees that if there is a change or transfer in ownership of  
 28 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an

assignment of the Agreement, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY.

///

## 7. SUBCONTRACTS

~~6.3.7.1~~ 7.1 CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

~~6.3.1~~ 7.1.1 Subcontracts of ~~\$2550~~,000 or less:

~~6.3.1.1~~ 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be ~~twenty-five~~fifty thousand dollars (~~\$2550~~,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

~~6.3.2~~ 7.1.2 Subcontracts in excess of ~~\$2550~~,000:

~~6.3.2.1~~ 7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed ~~twenty-five~~fifty thousand dollars (~~\$2550~~,000) during the term of this Agreement. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including



internal audit procedures and monitoring of subcontractor's performance until completion of services.

~~6.3.2.2~~7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement.

~~6.3.2.3~~7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.

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

~~7.1.1~~8.1 Form of Business Organization:

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

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

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

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

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2       7.28.2 Change in Form of Business Organization:

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

10       7.3 — Real Property Disclosure:

11       8.3 If Name Change

12               CONTRACTOR must notify COUNTY, in writing, of any change in  
13 CONTRACTOR's status with respect to name changes that do not require an assignment of the  
14 Agreement. While CONTRACTOR is ~~occupying any real property under any agreement, oral or~~  
15 ~~written, where persons are to receive services hereunder, CONTRACTOR shall submit the~~  
16 ~~following~~required to provide name change information ~~in addition to a copy of~~without prompting  
17 from the ~~lease, license or rental agreement, as well as any other information requested,~~  
18 ~~prior~~COUNTY, CONTRACTOR must also provide an update to the provision of COUNTY of its  
19 status upon request by COUNTY.

20       9. USE OF COUNTY PROPERTY

21               7.49.1 CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility,  
22 to provide services under this Agreement. CONTRACTOR shall enter into a rent-free lease  
23 agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions  
24 of said agreement upon ADMINISTRATOR'S presentation of said document to CONTRACTOR.  
25 Failure to execute the lease agreement will result in a breach of this Agreement.

26               7.4.1 — The location by street address and city of any such real property.

27               7.4.2 — The fair market value of any such real property as such value is reflected  
28 ~~on the most recently issued County Tax Collector's tax bill.~~

1                   ~~7.4.3 — A detailed description of all existing and pending agreements, with~~  
2 ~~respect to the use or occupation of any such real property. Such description shall include, but not~~  
3 ~~be limited to:~~

4                   ~~7.4.3.1 — The term duration of any rental, lease or license~~  
5 ~~agreement;~~

6                   ~~7.4.3.2 — The amount of monetary consideration to be paid to the~~  
7 ~~lessor or licensor over the term of the rental, lease or license agreement;~~

8 ~~##~~

9                   ~~7.4.3.3 — The type and dollar value of any other consideration to~~  
10 ~~be paid to the lessor or licensor; and~~

11                   ~~7.4.3.4 — The full names and addresses of all parties to any~~  
12 ~~agreement concerning the real property and a listing of liens (if any) thereof, together with a listing~~  
13 ~~by full names and addresses of all officers, directors and stockholders of any private corporation,~~  
14 ~~and a similar listing of all general and limited partners of any partnership which is a party.~~

15                   ~~7.4.4 — A listing by full names of all of CONTRACTOR's officers, directors~~  
16 ~~and/or partners, members of its administrative and advisory boards, staff and consultants, who~~  
17 ~~have any family relationship by marriage or blood with a party to any agreement concerning real~~  
18 ~~property referred to in Subparagraph 7.3.3, immediately above, or who have any present or future~~  
19 ~~financial interest in such person's business, whether the entity concerned is a corporation or~~  
20 ~~partnership. Such listing shall also include the full names of all of CONTRACTOR's officers,~~  
21 ~~directors, partners and those holding a financial interest. Included are members of its advisory~~  
22 ~~boards, members of its staff and consultants, who have any family relationship by marriage or~~  
23 ~~blood to an officer, director, or stockholder of the corporation or to any partner of the partnership.~~  
24 ~~In preparing the latter listing, CONTRACTOR shall also indicate the names of the officers,~~  
25 ~~directors, stockholders, or partner(s), as appropriate, and the family relationship which exists~~  
26 ~~between such person(s) and CONTRACTOR's representatives listed.~~

27                   ~~7.4.5 — True and correct copies of all agreements with respect to any such real~~  
28 ~~property shall be appended to the affidavit described above and made a part thereof. If, during the~~

~~term of this Agreement, there is a change in the agreement(s) with respect to real property where persons receive services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, describing such changes.~~

9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.

#### ~~8.10.~~ NON-DISCRIMINATION

~~8.10.1~~ 10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~ federal or State laws.

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

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~~8.3~~ 10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph ~~8.10~~ et seq.

#### 10.3 Non-Discrimination in Employment

~~8.3.1~~ 10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

~~8.4 Non-Discrimination in Employment:~~

~~8.4.1~~ 10.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~ federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

~~8.4.2~~ 10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of ~~Social Services~~ Fair Employment

~~Public Inquiry and Response Bureau~~

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

~~Sacramento~~ 2218 Kausen Drive, Suite 100

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

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

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

(TTY)

~~8.5~~ 10.4 ~~Non-Discrimination in Service Delivery:~~

~~8.5.1~~ 10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular ~~Section 7~~ CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) ~~(1)~~, (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; ~~Title 24, CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-

7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable ~~Federal~~[federal](#) and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate ~~Federal~~[federal](#) agency for further compliance action and enforcement of Subparagraph 10.4 et seq.

~~8.5.2~~[10.4.2](#) CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

~~8.5.2.1~~[10.4.2.1](#) Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

~~8.5.2.2~~[10.4.2.2](#) Discrimination Complaint Form

~~8.5.2.3~~[10.4.2.3](#) Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

10.4.3 The following websites provide Civil Rights information, publications and/or forms:

10.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (*Pub 470 - Your rights Under Adult Protective Services*)

10.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (*Pub 13 – Your Rights Under California Welfare Programs*)

10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (*SSA Contractor and Vendor Compliance page*)

9.11. NOTICES

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

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

///

///

CONTRACTOR: ~~CHEC Family Resource~~Mission Hospital  
c/o Community Health Investment  
27800 Medical Center Road

~~c/o The Raise Foundation~~  
~~2900 Bristol Street, Suite J 201~~  
~~Costa Mesa~~ Medical Office Building #3, Suite 461  
Mission Viejo, CA ~~92626-5981~~ 92691

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

#### ~~10.12.~~ NOTICE OF DELAYS

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

#### ~~11.13.~~ INDEMNIFICATION

~~11.13.1~~ CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.



~~12.14.~~ 14. INSURANCE

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

~~12.14.2~~ 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of ~~Contractor~~ CONTRACTOR pursuant to this ~~agreement~~ Agreement shall be covered under ~~Contractor's~~ CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for ~~Contractor~~ CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by ~~County~~ COUNTY from ~~Contractor~~ CONTRACTOR under this ~~agreement~~ Agreement. It is the obligation of ~~Contractor~~ CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by ~~Contractor~~ CONTRACTOR through the entirety of this Agreement for inspection by ~~County~~ COUNTY representative(s) at any reasonable time.

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

~~12.3~~ 14.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or deductible~~ in an amount in excess of ~~\$25~~ fifty thousand dollars (\$50,000) ~~(\$5,000 for automobile~~

liability);) shall specifically be approved by the ~~County Executive Office (CEO)/Office of~~  
COUNTY's Risk ~~Management~~ Manager, or designee, upon review of CONTRACTOR's current  
audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to,  
and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the  
following:

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

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

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

~~12.4~~ 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
the full term of this Agreement, COUNTY may terminate this Agreement.

~~12.5~~ 14.5 Qualified Insurer:

~~12.5.1~~ 14.5.1 The policy or policies of insurance ~~required herein~~ must be issued  
by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size  
Category as determined by the most current edition of the Best's Key Rating Guide/Property-  
Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be  
licensed to do business in the state of California (California Admitted Carrier).

~~12.6~~ 14.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
the company's performance and financial ~~rating~~ ratings.

~~12.7~~ 14.7 The policy or policies of insurance maintained by CONTRACTOR shall

provide the minimum limits and coverage as set forth below:

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<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made <del>or per occurrence</del> \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
<del>Employee Dishonesty</del>	<del>\$49,980</del> RF

~~12.8~~ 14.8 Required Coverage Forms:

~~12.8.1~~ 14.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

~~12.8.2~~ 14.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

~~12.9~~ 14.9 Required Endorsements:

~~12.9.1~~ 14.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

##

~~12.9.1.1~~ 14.9.1.1 An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, ~~agents~~ as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

~~12.9.1.2~~ 14.9.1.2 A primary non-contributing endorsement using ISO

1 form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is  
 2 primary and any insurance or self-insurance maintained by the County of Orange shall be excess  
 3 and non-contributing.

4 ~~12.10 The County of Orange shall be the loss payee on the Employee Dishonesty~~  
 5 ~~coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall~~  
 6 ~~accompany the Certificate of Insurance.~~

7 14.10 The Workers' Compensation policy shall contain a waiver of subrogation  
 8 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
 9 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
 10 AS REQUIRED BY WRITTEN CONTRACT.

11 ~~12.11~~14.11 All insurance policies required by this Agreement shall waive all rights of  
 12 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
 13 employees when acting within the scope of their appointment or employment.

14 ~~12.12~~14.12 CONTRACTOR shall notify ~~County~~COUNTY in writing within thirty (30)  
 15 days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy  
 16 of the cancellation notice to ~~County~~COUNTY. Failure to provide written notice of cancellation  
 17 may constitute a material breach of the contract, upon which the ~~County~~COUNTY may suspend  
 18 or terminate this Agreement.

19 ~~12.13~~14.13 If CONTRACTOR's Professional Liability policy is a "claims made"  
 20 policy, CONTRACTOR shall agree to maintain ~~professional liability~~Professional Liability  
 21 coverage for two (2) years following completion of this Agreement.

22 ~~12.14~~14.14 The Commercial General Liability policy shall contain a severability of  
 23 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001  
 24 policy).

25 ~~12.15~~14.15 Insurance certificates should be mailed to COUNTY at the address  
 26 indicated in Paragraph ~~9~~11 of this Agreement.

27 ~~12.16~~14.16 If CONTRACTOR fails to provide the insurance certificates and  
 28 endorsements within seven (7) days of notification by CEO/County Procurement Office or

ADMINISTRATOR, award may be made to the next qualified proponent.

~~12.17~~14.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

~~12.18~~14.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

~~12.19~~14.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

///

#### ~~13.15.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

15.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Agreement. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

~~13.1~~15.2 Any accident or incident relating to services performed under this Agreement ~~which~~that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within twenty-four (24) hours of occurrence.~~

~~13.2~~15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from

or ~~related~~relating to services performed by CONTRACTOR under this Agreement.

~~##~~

~~Such report shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

~~13.3~~15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

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

~~13.4~~15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.

#### ~~14.16.~~ CONFLICT OF INTEREST

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

~~14.2~~16.1 provision of goods and services provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to prevent~~rules and procedures preventing its employees ~~of,~~ agents, and subcontractors from ~~making, receiving,~~ providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence ~~individuals to act contrary to~~COUNTY staff or elected officers in the best interests performance of ~~COUNTY~~their duties.

16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Agreement performance. While CONTRACTOR will be required to provide this information

without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

~~15.~~17. ANTI-PROSELYTISM PROVISION

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

~~16.~~18. SUPPLANTING GOVERNMENT FUNDS

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

~~17.~~19. EQUIPMENT

~~17.1~~19.1 All items purchased with funds provided under this Agreement, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

~~17.1.1~~19.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.



~~17.1.2~~19.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

~~17.1.3~~—To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen

~~##~~

~~17.1.4~~19.1.3 items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

~~17.1.5~~19.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.

~~17.2~~19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

~~17.3~~19.3 ~~Personal Computer Equipment:~~

No ~~personal~~ computers and/or personal electronic devices, such as tablets, ~~smart phones~~, and laptop computers, or any component thereof, may be purchased with funds provided under this Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified in Subparagraphs 19.1.1 to 19.1.4, and, at the sole discretion of ADMINISTRATOR, become the



property of COUNTY upon termination of this Agreement.

## ~~18.20.~~ BREACH SANCTIONS

~~18.120.1~~ Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

~~18.1.120.1.1~~ Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

~~18.1.220.1.2~~ Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

~~18.1.320.1.3~~ Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

~~18.220.2~~ ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

## ~~19.21.~~ DESIGNATED LEAD AGENCY

~~19.121.1~~ ~~Each of the Contractor Partner Agencies agrees that The Raise Foundation (RF)~~ Mission Hospital shall serve as the designated lead agent ~~on behalf of the CONTRACTOR,~~ with authority to present claims to COUNTY ~~on behalf of each of the Contractor Partner Agencies~~ for services delivered ~~by each of them~~ pursuant to this Agreement. As designated lead agent, ~~RF,~~ Mission Hospital shall ~~receive the submit~~ claims ~~from each of the other Contractor Partner Agencies~~ on a monthly basis ~~and shall submit these claims, along with its own monthly claim,~~ pursuant to Paragraph ~~20~~22 herein. Claims submitted to COUNTY by the designated lead agent shall clearly identify the services that were performed ~~by Contractor Partner Agencies.~~ Any and all payments to be made by COUNTY pursuant to this Agreement shall be made payable to the designated lead agent. ~~The designated lead agent shall thereafter disburse payment as appropriate to the Contractor Partner Agencies. Each of the Contractor Partner Agencies agrees that COUNTY's disbursement of payment to the designated lead agent shall satisfy COUNTY's~~

payment obligation under this Agreement.

##

~~19.2.2~~ 21.2 As the designated lead agent, ~~RF~~ Mission Hospital shall also be responsible for activities that include, but are not limited to the following:

~~19.2.1~~ 21.2.1 Oversight of FRC services;

~~19.2.2~~ 21.2.2 Employment and supervision of the FRC Coordinator;

~~21.2.3 Facilitating established meetings for Contractor Partner Agencies~~ Employment and generating/or oversight of the Information and Referral Specialist;

21.2.4 Employment and/or oversight of the Community Engagement Coordinator;

~~19.2.3~~ 21.2.5 Establishing and facilitating a monthly FRC meeting with service providers and ensuring meetings minutes are documented;

~~19.2.4~~ 21.2.6 Coordinating a minimum of weekly case management Case Management Team (CMT) meetings;

~~19.2.5~~ 21.2.7 Collecting and maintaining complete all invoice documentation for invoices from Contractor Partner Agencies;

~~19.2.6~~ 21.2.8 Overseeing the collection, maintenance, and management of all FRC data, including outcome measurements from Contractor Partner Agencies;

21.2.9 Maintaining the integrity of the Families and Communities Together (FaCT) database and other reports, as necessary;

~~19.2.7~~ 21.2.10 Generating monthly reports (i.e., Service Grids) and other reports as requested, in accordance with Paragraph 3838 of this Agreement and Exhibit Paragraph 99 of Exhibit A for submission to COUNTY;

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

~~19.2.9~~ 21.2.11 Generating budget/contract modification requests on the FRC's behalf for submission to COUNTY of the FRC;

~~19.2.10~~ 21.2.12 Collecting information from Contractor Partner Agencies and generating Producing, distributing, and maintaining a current, monthly FaCT FRC

event/activity calendar as directed by ADMINISTRATOR;

~~19.2.11~~21.2.13 Coordinating FRC sustainability efforts referenced in ~~Exhibit "A", Paragraph 11 of this Agreement~~12 of Exhibit A;

~~19.2.12~~21.2.14 Ensuring ~~all Contractor Partner Agencies~~FaCT funded subcontractor(s) are current on required documentation (e.g., insurance certificates, copies of resumes/applications, independent audits);

~~##~~

~~##~~

~~19.2.13~~21.2.15 Ensuring all ~~Nonnon-FaCT Funded Partner Agency~~funded partner agency(ies) have a current agreement with the FRC and provide copies of agreements to COUNTY upon request;

~~19.2.14~~21.2.16 Facilitating collaborative activities, services, and programs to ensure effective service delivery;

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

21.2.17 Submitting Special Incident Reports to the COUNTY; and

~~19.2.16~~21.2.18 Attending required FaCT meetings and mandatory trainings;~~and.~~

~~19.2.17 — Maintaining the integrity of the FaCT database and other reports as necessary.~~

~~///~~

~~///~~

## ~~20.22.~~ PAYMENTS

### ~~20.122.1~~ Maximum Contractual Obligation:

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,~~500,000~~237,500, or actual allowable costs, whichever is less. The estimated annual amount ~~of \$300,000~~for each twelve (12) month period is as follows:

22.1.1 Year One: \$412,500 for July 1, ~~2015~~2020 through June 30, ~~2016; the~~

~~amount of \$300,000~~2021;

22.1.2 Year Two: \$412,500 for July 1, ~~2016~~2021 through June 30, ~~2017~~; ~~the amount of \$300,000~~2022; and

~~20.1.1~~22.1.3 Year Three: \$412,500 for July 1, ~~2017~~2022 through June 30, ~~2018~~; ~~the amount of \$300,000 for July 1, 2018 through June 30, 2019; and the amount of \$300,000 for July 1, 2019 through June 30, 2020 or actual allowable costs, whichever is less.~~ 2023.

~~20.2~~22.2 Allowable Costs:

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

~~20.3~~ Advance Payment:

~~ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR an amount not in excess of 16.66 percent (16.66%) of the maximum obligation of COUNTY for the first twelve month period of the Agreement, upon receipt of a written request. The request shall be accompanied by such justification as ADMINISTRATOR may require. ADMINISTRATOR may deduct any such advances from any one or more payments owed to CONTRACTOR prior to March 31, 2016. If, at the conclusion of this Agreement, there is a balance owing COUNTY, CONTRACTOR shall immediately refund said monies to COUNTY.~~

~~20.4~~22.3 Claims:

~~20.4.1~~22.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,

Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

~~20.4.2~~22.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph ~~25 (Records, Inspections, and Audits)~~ 27 of this Agreement.

##

~~20.4.3~~22.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

~~20.4.4~~22.3.4 Year-End and Final Claims:

~~20.4.4.1~~22.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph ~~11~~, by no later than August 30<sup>th</sup> of each corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date ~~that~~upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

~~20.4.4.2~~22.3.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122 or 482~~ CFR Section 31.2, as applicable, Part 200, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums

1 within five (5) business days of notice from COUNTY. Nothing herein shall be construed as  
2 limiting the remedies of COUNTY in the event an overpayment has been made.

3 ~~21.~~23. OVERPAYMENTS

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

16 ~~22.~~24. OUTSTANDING DEBT

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

20 ~~23.~~25. FINAL REPORT

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

26 ~~24.~~26. INDEPENDENT AUDIT

27 ~~24.~~26.1 CONTRACTOR shall employ a licensed certified public accountant who  
28 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related

expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the ~~OMB Circular A-133, Audits~~ aforementioned regulations for any year covered during the term of States, Local Governments and Non-Profit Organizations. this Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in accordance with generally accepted government auditing standards ~~and OMB Circular A-122.~~ CONTRACTOR shall cooperate with COUNTY, State, and/or ~~Federal~~federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

~~##~~

~~24.226.2~~ 24.226.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

## ~~25.27.~~ 25.27. RECORDS, INSPECTIONS, AND AUDITS

### ~~25.1.27.1~~ 25.1.27.1 Financial Records:

~~25.1.27.1.1~~ 25.1.27.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is later.

~~25.1.27.1.2~~ 25.1.27.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally



accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

~~25.2~~27.2 Client Records:

~~25.2.1~~27.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

~~25.2.2~~27.2.2 ~~All client records related to services~~ CONTRACTOR shall keep all COUNTY data provided under to CONTRACTOR during the term(s) of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~COUNTY data to COUNTY in accordance with Subparagraph ~~43.2~~43.2 of this Agreement.

~~25.2.3~~27.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Agreement.

~~25.3~~27.3 Public Records:

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

~~25.4~~27.4 Inspections and Audits:

~~25.4.1~~27.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized



representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement ~~for the purpose of financial monitoring.~~ Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

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~~25.4.2~~27.4.2 CONTRACTOR shall make its books and ~~financial~~ records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

~~25.4.3~~27.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and ~~financial~~ records.

~~25.4.4~~27.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal ~~government~~Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

#### ~~25.5~~27.5 Evaluation Studies:

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

#### ~~26.28.~~ PERSONNEL DISCLOSURE

28.1 This Paragraph 28 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 15 of Exhibit A (hereinafter referred to as "Personnel").

~~26.1~~28.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications.

Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

~~26.1.1~~28.2.1 Names and dates of birth of all ~~full or part-time personnel~~Personnel by title, ~~including volunteer personnel~~, whose direct services are required to provide the programs described herein;

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~~26.1.2~~28.2.2 A brief description of the functions of each position and the hours each person works each week; or for part-time ~~personnel~~Personnel, each day or month, as appropriate;

~~26.1.3~~28.2.3 The professional degree, if applicable, and experience required for each position; and

~~26.1.4~~28.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

~~26.2~~28.3 ~~CONTRACTOR's employment applications shall~~ Where authorized by law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall require applicants prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of any applicant prospective Personnel shall be cause for termination of that employee from the performance of services under this Agreement.

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

~~26.3~~28.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Agreement. Background checks on all employees and/or

~~volunteers who will provide services under this Agreement.~~ conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with ~~and comparable to those required for COUNTY employees~~ this Paragraph and their performance of services under this Agreement.

28.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 28.4 and 28.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.

28.7 In the event a record is revealed through the processes described in Subparagraphs 28.4 and 28.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.

~~26.4~~28.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~ Personnel assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. ~~CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for each employee and/or volunteer~~ Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are completed, whichever is later, in compliance with all applicable laws.

~~26.5~~28.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid employee and/or volunteer staff~~ Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such employee and/or volunteer Personnel may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~18~~20 above.

~~26.6~~28.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's ~~staff~~Personnel performing work hereunder, and any proposed changes in CONTRACTOR's ~~staff~~Personnel.

~~26.7~~28.11 COUNTY shall have the right to require CONTRACTOR to remove any ~~employee~~Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~Personnel.

~~26.8~~28.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~Personnel is terminated for cause from working on this Agreement.

~~26.9~~28.13 Disqualification, if any, of CONTRACTOR ~~staff~~Personnel, pursuant to this Paragraph ~~26,28~~ shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

#### ~~27.29.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

~~28.1—In order to comply with child support enforcement requirements of COUNTY,~~

~~CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:~~

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

~~28.2 The failure of CONTRACTOR to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.~~

~~28.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.~~

~~///~~

#### ~~29.30.~~ CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such ~~employee, volunteer, consultant or agent~~employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and ~~will~~shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

### ~~30.31.~~ NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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### ~~31.32.~~ CONFIDENTIALITY

~~31.132.1~~32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

~~31.232.2~~32.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR, ~~and~~ and CONTRACTOR's ~~staff~~employees, agents, ~~employees~~subcontractors, and ~~volunteers~~all other individuals performing services under this Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and ~~volunteer staff who may provide~~all other individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing

to maintain ~~the confidentiality of any and all materials~~ pursuant to State and ~~information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in~~ federal law and the terms of this Agreement ~~as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall comply with any audits specified in Paragraph 25, provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.~~

~~31.3~~32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, ~~volunteers and partners~~ and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said ~~State~~ California state law may be guilty of a crime.

~~31.4~~32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

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~~31.5~~32.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, ~~case law~~ caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

~~31.5.1~~32.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

~~31.5.2~~32.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

### 33. SECURITY



### 33.1 Security Requirements

33.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

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

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

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

33.1.1.4 Firewall protection.

33.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

33.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

### 33.2 Security Breach Notification

33.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual,



attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

33.2.1.1 Investigate to determine the nature and extent of the Security Breach.

33.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

33.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

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

#### ~~32.34.~~ COPYRIGHT ACCESS

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

1 ~~33.~~35. WAIVER

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

8 ///

9 ~~34.~~ ~~PETTY CASH~~

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

12 36. SERVICES DURING EMERGENCY AND/OR DISASTER

13 36.1 CONTRACTOR acknowledges that service usage may surge during or after an  
14 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,  
15 urgent, usually unexpected occurrence or event requiring immediate action to protect the health  
16 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in  
17 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as  
18 described above may require resources or support beyond the local government's capability and  
19 will typically involve a proclamation of a local emergency by the local governing body (e.g., city  
20 council, County Board of Supervisors, or State) and may be declared at the federal level by the  
21 President of the United States.

22 36.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust  
23 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY  
24 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may  
25 include, but are not limited to: providing services at different location(s); assigning staff to work  
26 days or hours beyond typical work schedules or that may exceed contracted Full-Time Equivalents  
27 (FTEs); reassigning staff to an assignment in which their experience or skill is needed; and  
28 prioritizing services for staff as requested by COUNTY.

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

~~35.~~37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

~~37.1 Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement shall state~~COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

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

37.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

~~35.1.1~~37.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through ~~COUNTY~~County, State, and Federal ~~government~~Government funds.;

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

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

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

1 ~~36. COUNTY RESPONSIBILITIES~~

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

4 ~~37. REFERRALS~~

5 ~~37.1 CONTRACTOR shall provide services to individuals referred by~~  
6 ~~ADMINISTRATOR.~~

7 ~~##~~

8 37.2.3 The information does not give the appearance that the COUNTY, its  
9 officers, employees, or agencies endorse:

10 37.2.3.1 Any commercial product or service; and

11 37.2.3.2 Any product or service provided by CONTRACTOR, unless  
12 approved in writing by ADMINISTRATOR; and

13 37.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
14 or other publicly available social media sites) to publish information related to this Agreement,  
15 CONTRACTOR shall develop social media policies and procedures and have them available to  
16 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
17 and Procedures as they pertain to any social media developed in support of the services described  
18 within this Agreement. The policy is available on the Internet at  
19 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

20 38. REPORTS

21 38.1 CONTRACTOR shall provide information deemed necessary by  
22 ADMINISTRATOR to complete any State-required reports related to the services provided under  
23 this Agreement.

24 38.2 CONTRACTOR shall maintain records and submit reports containing such data  
25 and information regarding the performance of CONTRACTOR's services, costs, or other data  
26 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
27 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
28 written notice to CONTRACTOR.

1       39.     ENERGY EFFICIENCY STANDARDS

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

4       40.     ENVIRONMENTAL PROTECTION STANDARDS

5             CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act [Title 42  
6 USC Section ~~1857(h)]~~, ~~Section 508 of~~ 7401 et seq., the Clean Water Act (Title 33 USC Section  
7 ~~1368~~), 1251 et seq., Executive Order 11738 and Environmental Protection Agency, hereinafter  
8 referred to as "EPA," regulations (Title 40 CFR ~~Part 15~~), as any may now exist or be hereafter  
9 amended. Under these laws and regulations, CONTRACTOR assures that:

10            40.1    No facility to be utilized in the performance of the proposed grant has been listed  
11 on the EPA List of Violating Facilities;

12            40.2    It will notify COUNTY prior to award of the receipt of any communication from  
13 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
14 grant is under consideration to be listed on the EPA List of Violating Facilities; and

15            40.3    It will notify COUNTY and EPA about any known violation of the above laws and  
16 regulations.

17       41.     CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
18                CERTAIN FEDERAL TRANSACTIONS

19            41.1    CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
20 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
21 by the ~~OMB~~ Office of Management and Budget (OMB) and published in the Federal Register dated  
22 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
23 is mutually understood that any contract which utilizes ~~Federal~~ federal monies in excess of  
24 \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided  
25 by ADMINISTRATOR that cites the following:

26                41.1.1    ~~A.~~ —The definitions and prohibitions contained in the clause at Federal  
27 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
28 Transactions, included in this solicitation, are hereby incorporated by reference in ~~Paragraph~~

1 ~~(B)~~ Subparagraph B of this certification.

2 41.1.2 ~~B.~~ — The offeror, by signing its offer, hereby certifies to the best of his or  
3 her knowledge and belief as of December 23, 1989, that

4 41.1.2.1 No ~~Federal~~ federal appropriated funds have been paid or will be  
5 paid to any person for influencing or attempting to influence an officer or employee of any agency,  
6 a Member of Congress, an officer or employee of Congress, or an employee of a Member of  
7 Congress on his or her behalf in connection with the awarding of any ~~Federal~~ federal contract, the  
8 making of any ~~Federal~~ federal grant, the making of any ~~Federal~~ federal loan, the entering into of  
9 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification  
10 of any ~~Federal~~ federal contract, grant, loan or cooperative agreement;

11 41.1.2.2 If any funds other than ~~Federal~~ federal appropriated funds  
12 (including profit or fee received under a covered ~~Federal~~ federal transaction) have been paid, or  
13 will be paid, to any person for influencing or attempting to influence an officer or employee of any  
14 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member  
15 of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and  
16 submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the  
17 Contracting Officer; and

18 41.1.2.3 He or she will include the language of this certification in all  
19 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
20 \$100,000 shall certify and disclose accordingly.

21 41.1.3 ~~C.~~ — Submission of this certification and disclosure is a prerequisite for  
22 making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who  
23 makes an expenditure prohibited under this provision or who fails to file or amend the disclosure  
24 form to be filed or amended by this provision, shall be subject to a civil penalty of not less than  
25 \$10,000, and not more than \$100,000, for each such failure.

26 42. POLITICAL ACTIVITY

27 CONTRACTOR agrees that the funds provided herein shall not be used to promote,  
28 directly or indirectly, any political party, political candidate, or political activity, except as

permitted by law.

///

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43. TERMINATION PROVISIONS

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

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43.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, ~~active case records, and pertinent documents.~~ case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

43.3 In the event of termination of this Agreement, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as



reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.

~~43.3~~43.4 The obligations of COUNTY under this Agreement are contingent upon the availability of ~~Federal~~federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. ~~CONTRACTOR~~ shall immediately comply with ADMINISTRATOR's decision.

~~43.4~~43.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall ~~not~~remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

#### 44. GOVERNING LAW AND VENUE

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

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#### 45. SIGNATURE IN COUNTERPARTS

45.1 The parties agree that separate copies of this Agreement may be signed by each of

the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

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

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///

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

By: \_\_\_\_\_  
**ELDON BABER**  
**EXECUTIVE DIRECTOR**  
**THE RAISE FOUNDATION**

By: \_\_\_\_\_  
**CHAIRMAN OF THE**  
**BOARD OF SUPERVISORS**  
**COUNTY OF ORANGE, CALIFORNIA**

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

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

By: \_\_\_\_\_  
**KENNETH D. MCFARLAND**  
**CHIEF EXECUTIVE OFFICER**

By: \_\_\_\_\_  
**LYN BRAMMER**  
**DIRECTOR OF COMMUNITY**  
**SERVICES**

**MISSION HOSPITAL REGIONAL MEDICAL**  
**CENTER**

**CHILDREN'S BUREAU OF**  
**SOUTHERN CALIFORNIA**

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

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

**SIGNED AND CERTIFIED THAT A COPY OF**  
**THIS**  
**AGREEMENT HAS BEEN DELIVERED TO**  
**THE**  
**CHAIR OF THE BOARD PER G.C. Sec. 25103,**  
**Reso 79-1535**

By: \_\_\_\_\_  
**MARICELA RIOS-FAUST**  
**CHIEF OPERATIONS OFFICER**  
**HUMAN OPTIONS, INC.**

Attest:

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

By: \_\_\_\_\_  
**—Robin Stieler**

~~Interim Clerk of the Board~~  
~~County of Orange, California~~

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

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

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

\_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
EILEEN HAUBL CHAIRWOMAN  
CHIEF FINANCIAL OFFICER OF THE BOARD OF SUPERVISORS  
MISSION HOSPITAL COUNTY OF ORANGE, CALIFORNIA

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

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

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

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

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

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
~~THE RAISE FOUNDATION~~  
~~AND~~  
~~CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA~~  
~~AND~~  
~~HUMAN OPTIONS, INC.~~  
~~AND~~  
MISSION HOSPITAL ~~REGIONAL MEDICAL CENTER~~  
FOR THE PROVISION OF  
FAMILY RESOURCE CENTER AND FAMILY STABILIZATION SERVICES ~~PROMOTING~~  
~~SAFE AND STABLE FAMILIES~~

1. POPULATION TO BE SERVED

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

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

1.2 ~~Contractor shall provide Family Resource Center (FRC)~~ CONTRACTOR shall provide Family Stabilization (FS) services, as contained in Subparagraphs 5.9 through 5.11 of this Exhibit, to families receiving California Work Opportunity and Responsibility to Kids (CalWORKs), as referred by the Social Services Agency (SSA). The population to be served as defined in this Paragraph shall hereinafter be referred to as “FS FAMILIES.”

~~1.2.1.3~~ CONTRACTOR shall provide FRC services primarily to those PARTICIPANTS residing in the city of San Juan Capistrano and surrounding communities.

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

~~2.1~~ CONTRACTOR shall provide services/activities, as described in Paragraph 5 below, to address one (1) or more of the seven (7) Promoting Safe and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below, and addressing all four (4) of the PSSF service categories defined in Subparagraphs 2.3.1 through 2.3.4, below.

~~2.2~~ PSSF Outcomes: Services must meet a minimum of one (1) of the following PSSF outcomes:

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

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

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

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

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

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

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



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

2.3.1—Family Preservation: Family Preservation (FP) services typically are designed to help families alleviate crises that might lead to out-of-home placement of children; maintain the safety of children in their own homes; and assist families in obtaining services and other supports necessary to address their multiple needs in a culturally responsive manner.

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

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

2.3.4—Adoption Promotion and Support: Adoption Promotion and Support (APS) services are designed to encourage more adoptions out of the foster care system, when adoptions promote the best interest of children, and

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include such activities as pre and post-adoptive services designed to expedite the adoption process and support adoptive families.

2.4—Unless specified otherwise, the services described below in Subparagraphs 5.1 through 5.10 addresses each of the four (4) PSSF categories described above in Subparagraphs

~~2.3.1 through 2.3.4.~~

~~2.5 — Community Based Child Abuse Prevention (CBCAP): Services shall align with the California Department of Social Services Community Based Child Abuse Prevention (CBCAP) program which supports efforts to develop, operate, expand, enhance, and coordinate initiatives, programs and activities to prevent child abuse and neglect. In addition, CBCAP supports the coordination of resources to better strengthen and support families as well as foster understanding, appreciation and knowledge of diverse populations in order to effectively prevent and treat child abuse and neglect.~~

~~2.6 — ADMINISTRATOR may, in its sole discretion and upon written notice to CONTRACTOR, modify: the terms or definitions, the particular type of services/activities to be provided, the time of day and day of week services/activities are to be provided, the locations(s) where services/activities shall be provided, the date(s) services/activities shall begin and end, the service goal(s), measurement tools and outcome indicators, and the number of participants to be provided services/activities as described in Paragraph 5, below, without changing COUNTY's maximum obligation as set forth in this Agreement. Any modification of services/activities shall remain within the scope of defined PSSF service categories and PSSF outcomes and shall promote community participation. CONTRACTOR shall not institute any modification without prior written approval of ADMINISTRATOR.~~

~~2.7 — CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload standards as set forth in this Paragraph and as authorized by COUNTY, without~~

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~~reducing the level of service to be provided by CONTRACTOR. This agreement must be in writing.~~

1.4 CONTRACTOR shall provide FS services within their CalWORKs Service Region, and travel to, and collaborate with, all FRCs regardless of service region.

## 2. DEFINITIONS

2.1 California Work Opportunity and Responsibility to Kids (CalWORKs): CalWORKs is a public assistance program that provides cash aid and services to eligible families

that have a child(ren) in the home.

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

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

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

2.5 Family Stabilization (FS): The FS program provides needed services and constructive interventions for parents and assists in barrier removal for families facing difficult circumstances. The target population is CalWORKs recipients that are experiencing an identified situation and/or crisis that is destabilizing the family and would interfere with adult clients' ability to participate in Welfare-to-Work (WTW) activities and services.

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

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

2.8 Provider: A funded or non-funded partner agency in partnership with the County that provides contracted services through a collaborative FRC agreement or an individual agency agreement.

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

### 3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of ~~PARTICIPANTS~~ the target population as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday ~~from 9:00 a.m. to 6:00 p.m., except COUNTY holidays~~ for a minimum of nine (9) hours per weekday. FRC shall remain open until at least 8:00 p.m. two (2) weekdays per week, and until at least 5:30 p.m. on the remaining three (3) weekdays. FRC may off-set regular hours in order to offer FaCT funded services on weekends for a minimum of four (4) hours. CONTRACTOR's holiday schedule shall not exceed the COUNTY's holiday schedule as established by the Orange County Board of Supervisors. ~~Weekly hours shall include a minimum of two (2) weeknights until 8:00 p.m. or one (1) weekend day for a minimum of four (4) hours to meet community needs. FRC operating hours must be submitted to ADMINISTRATOR for approval. CONTRACTOR may off-set regular hours based on the FRC being open for services evenings and/or weekends. For example, services hours on Tuesday and Thursday may be adjusted to 11:00 a.m. to 8:00 p.m. Any changes to the regular schedule must be pre-approved, in writing, by ADMINISTRATOR. FRC shall provide a phone messaging system to record messages and post a sign with an emergency contact name and telephone number for PARTICIPANTS who may call or visit the FRC after hours, as described in Subparagraph 3.2 below. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.~~

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows:- New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,

Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~18~~20 and shall not be reimbursed. ~~CONTRACTOR is encouraged to provide contracted services on holidays, whenever possible.~~

#### 4. FaCTFRC GENERAL REQUIREMENTS AND CHARACTERISTICS

During the entire term of this Agreement, the ~~FRC will~~ CONTRACTOR shall:

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

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

4.3 Offer FS services to FS FAMILIES, as referred by SSA.

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

4.5 Offer free and accessible parking.

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

4.7 Display FaCT literature within FRC lobbies and in areas accessible to PARTICIPANTS.

4.8 Involve local residents and stakeholders in planning, designing, implementing, and

evaluating activities at the FRC.

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

4.10 Leverage multiple funding streams to offer quality services to the community.

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

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

4.44.13 Designate ~~The Raise Foundation~~Mission Hospital to function as both the designated lead agency and the program management lead agency. The fiscal and program management responsibilities shall include those referenced in Paragraph ~~19~~21 of this Agreement.

4.5 Provide bilingual ~~staff responsible for direct services~~service staff that are proportionate and responsive to the language ~~appropriate.~~

4.64.14 ~~Provide services that are~~and cultural ~~responsive to the~~ needs of the community ~~to be served~~they serve.

4.74.15 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network Administrative Services-~~(FNAS)~~ provider, by attending required meetings, trainings, completing data entry into FaCT database system, and engaging with the FaCT Network in activities related to the FaCT mission and vision.

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

4.94.17 ~~Collaborate with other Contractor Partner Agencies and Non FaCT Funded~~

~~Partner Agency(ies) to ensure participants~~ Ensure PARTICIPANTS complete FaCT required registration, consent, sign-in forms, ~~satisfaction surveys,~~ and/or complete assessment tools referenced in Subparagraph ~~8.4~~ 8.6 of this Exhibit when receiving services requiring an assessment.

4.18 Encourage PARTICIPANTS to complete satisfaction surveys when receiving FRC services.

~~4.10~~ 4.19 Collaborate with COUNTY staff and COUNTY'S contracted ~~Differential Response (DR)~~ and ~~Family Stabilization (FS)~~ services staff who provide services to ~~Social Services Agency (SSA) clients~~ PARTICIPANTS.

## 5. SERVICES

~~Throughout this Exhibit, the Contractor Partner Agencies shall hereinafter be referred to as: The Raise Foundation (RF), Children's Bureau of Southern California (CB), Human Options, Inc. (HO), and Mission Hospital Regional Medical Center (MH).~~

### 5.1 Clinical Supervision (HO):

~~5.1.1 HO shall provide Clinical Supervision services to ensure the quality of counseling services provided through the FaCT program.~~

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

### Clinical Supervision FRC SERVICES

#### 5.1 Case Management Team

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

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

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

5.1.1.3 Increase and facilitate resource linkages;



5.1.1.4 Improve individual and family functioning;

5.1.1.5 Decrease duplication of PARTICIPANT services~~shall be provided; and~~

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

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

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

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

5.1.3.2 Individual Treatment Plan: On the basis of the assessment in Subparagraph 5.1.3.1, the CMT shall jointly develop an individualized treatment plan with the PARTICIPANT that identifies priorities; desired outcomes; strategies; and resources to be used in

attaining the outcomes; follow up; and termination.

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

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

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

5.1.5 ~~HO~~ CONTRACTOR shall complete the CMT Tracking and Outcomes Log as well as the required forms referenced in Subparagraph 4.17 of this Exhibit.

~~5.1.5~~ 5.1.6 CONTRACTOR shall provide qualified ~~licensed~~ CMT Clinical Supervisor/Program Supervisor staff, as specified in Subparagraph 14.61.1.1 of this Exhibit.

## 5.2 Counseling Services ~~(HO):~~

5.2.1 The objectives of Counseling Services are as follows:

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

~~5.2.1.2 — Increase participant's coping skills in dealing with stress.~~

5.2.1.1 Increase PARTICIPANT's coping skills;

5.2.1.2 Stabilize immediate crisis;

5.2.1.3 Increase access to social support systems;

5.2.1.4 Facilitate linkages to appropriate and needed treatment programs (e.g., domestic violence, substance abuse, mental health, etc.);

~~5.2.1.5 — Reduce risk of violence, abuse, and/or neglect in the~~

home.

~~5.2.1.6 — Improve individual and family functioning.~~

~~5.2.1.75.2.1.5 HO shall provide Crisis, Individual, Family, and Group Counseling services for a minimum of one hundred eleven (111) unduplicated PARTICIPANTS annually. Counseling services shall include, but not be limited to: providing emotional support; stabilizing immediate crisis; and developing goals for PARTICIPANTS who are experiencing a crisis due to interpersonal conflicts, family crisis, difficult parenting issues, challenging child needs, and/or traumatic loss. Services shall address parenting issues, cycle of abuse, victimization, enhance family dynamic and make appropriate linkages to all needed treatment programs and social support systems. The Counselor~~

~~//~~

~~and/or designee, as approved by ADMINISTRATOR, shall attend the FRC Case Management Team meetings.~~

~~5.2.2 — HO shall provide Crisis, Individual, Family, and Group Counseling services during the term of this Agreement by appointment during FRC operating hours. HO may also schedule evening hours at the request of PARTICIPANTS.~~

~~5.2.3 — HO shall provide Crisis Counseling for a minimum of forty three (43) individuals annually. Crisis Counseling sessions shall be a minimum of fifty (50) minutes in duration and be offered to PARTICIPANTS on a weekly basis. HO shall offer a minimum of one (1) and a maximum of four (4) sessions for each PARTICIPANT.~~

~~5.2.4 — HO shall provide Individual Counseling for a minimum of thirty (30) individuals annually. Individual Counseling sessions shall be a minimum of fifty (50) minutes in duration and be offered to PARTICIPANTS on a weekly basis. HO shall offer a minimum of four (4) and maximum of twelve (12) sessions for each PARTICIPANT. If deemed necessary by Counselor, Individual counseling sessions may be extended up to a maximum of twenty (20) sessions per PARTICIPANT. If appropriate, HO shall use evidence-based practices such as “Seeking Safety” or trauma focused cognitive behavioral therapy to meet PARTICIPANT needs and address PARTICIPANT symptoms.~~

~~5.2.5 — HO shall provide Family Counseling services for a minimum of eight (8) individuals annually. Family counseling sessions shall be a minimum of fifty (50) minutes in duration and be offered to PARTICIPANTS on a weekly basis. HO shall offer a minimum of four (4) and maximum of twelve (12) sessions for each PARTICIPANT. If deemed necessary by Counselor, Family counseling sessions may be extended up to a maximum of twenty (20) sessions per PARTICIPANT.~~

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~~5.2.6 — HO shall provide Group Counseling services for a minimum of thirty (30) individuals annually. HO shall provide three (3) Group counseling series annually. Each series shall be six (6) weeks in duration. Each session shall be a minimum of two (2) hours in duration and be offered to PARTICIPANTS on a weekly basis.~~

~~5.2.7 — HO shall provide qualified, bilingual licensed/licensed eligible Counselor staff as specified in Subparagraph 14.9 of this Exhibit.~~

~~5.3 — Family Support Services (CB):~~

~~5.3.1 — The objectives of Family Support Services are as follows:~~

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

~~5.3.1.2 — Increase access to resources.~~

~~5.3.1.3 — Increase effective coordination of services among providers.~~

~~5.3.1.4 — Assist in accessing resources so families may achieve economic self-sufficiency.~~

~~5.3.2 — CB shall provide FRC Family Support Services for a minimum of one hundred ten (110) unduplicated FAMILIES annually. Family Support Services are those services employing a case manager (e.g., Family Support Specialist) responsible for assessing the strengths and meeting the multiple needs of a PARTICIPANT and family: arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families. The primary goal of case~~

1 management shall be to link PARTICIPANT with multiple needs to resources, services, and  
2 opportunities. The Family Support Specialist shall also teach and empower PARTICIPANTS to  
3 access community resources and opportunities and strengthen problem-solving skills.

4 5.3.3 — CB shall provide Family Support Services continuously throughout the  
5 term of this Agreement, or at dates and times convenient for PARTICIPANTS. CB shall provide  
6 Family Support Services for a minimum of thirty (30) days.

7 5.3.4 — CB shall primarily provide Family Support Services in family's home,  
8 at the FRC, or at other community locations as needed with advance written approval by  
9 ADMINISTRATOR.

10 5.3.5 — CB shall provide qualified, bilingual Family Support Specialist staff as  
11 specified in Subparagraph 14.10 of this Exhibit.

12 5.4 — Foster and Adoptive Parent Recruitment (RF):

13 5.4.1 — The objective of Foster and Adoptive Parent Recruitment services is to  
14 increase foster/adoptive awareness to prospective caregivers.

15 5.4.2 — RF shall help promote, in collaboration with ADMINISTRATOR, the  
16 need for foster and adoptive resources for children in need of a permanent home. Promotional  
17 activities may include, but are not limited to: displaying media or printed material at the FRC,  
18 promotion at community events/workshops, and distribution of flyers and other marketing  
19 materials to local community residents. The FRC Coordinator shall coordinate the delivery of this  
20 service.

21 5.4.3 — RF shall distribute a minimum of one thousand two hundred (1,200)  
22 newsletters to local community members annually, have a minimum of twelve (12) separate and  
23 unique postings and one (1) continuous posting on RF's social media site annually, and have a  
24 recruitment table at a minimum of three (3) community events annually.

25 5.4.4 — RF shall distribute Foster and Adoptive Recruitment flyers to a  
26 minimum of six hundred (600) unduplicated PARTICIPANTS annually.

27 5.4.5 — Foster and Adoptive Parent Recruitment services shall be offered  
28 continuously throughout the term of this Agreement.

~~5.4.6 — RF's Foster and Adoptive Parent Recruitment Services shall address only the following PSSF service category: APS~~

~~5.4.7 — RF shall provide qualified Foster and Adoptive Parent Recruiter staff as specified in Subparagraph 14.11 of this Exhibit at no cost to County.~~

~~5.5 — FRC Case Management Team (MH):~~

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

~~5.5.1.1 — Increase collaboration among Contractor Partner Agencies to effectively coordinate services.~~

~~5.5.1.2 — Improve resource linkages.~~

~~5.5.1.3~~ 5.2.1.6 ~~Improve individual and family functioning.~~

~~5.5.1.4 — Decrease duplication of services.~~

~~5.5.1.5 — Build the capacity of communities and FRC to address the needs of children and families.~~

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

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1                    5.2.2 ~~MH, in~~ CONTRACTOR shall utilize evidence-based practices to provide  
2 Crisis, Individual, Family, and Group Counseling Services for a minimum of four hundred twenty-  
3 six (426) sessions annually. A completed session of any modality shall be counted as one (1)  
4 session regardless of number of PARTICIPANTS. A session shall be defined as a minimum of  
5 fifty (50) minutes in length.

6                    5.2.3 Counseling Services shall be held at the FRC, schools, or other mutually  
7 agreed upon community location, in an appropriate, private, and confidential space and be  
8 provided to low income, high risk PARTICIPANTS who are not Medi-Cal eligible and who may  
9 be experiencing an immediate crisis that is disrupting their level of functioning.

10                    5.2.4 Service Requirements per Modality:

11                    5.2.4.1 Crisis Counseling Services: The duration of Crisis Counseling  
12 Services shall consist of a minimum of one (1) session and a maximum of three (3) sessions for  
13 each PARTICIPANT. PARTICIPANTS shall be seen within one (1) week of initial contact. Crisis  
14 Counseling Services shall include a screening for the need for ongoing case management or  
15 counseling services, and referrals and warm hand-offs for supportive services available within the  
16 Family Resource Center and the greater community. Services will be provided in Spanish and  
17 English.

18                    5.2.4.2 Individual Counseling Services: CONTRACTOR shall provide  
19 Individual Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20)  
20 sessions, for each PARTICIPANT. Individual therapy is available in Spanish and English for  
21 PARTICIPANTS, with a collateral component to include family members, as appropriate.  
22 Individual Counseling Services will address concerns of depression, anxiety, grief and loss,  
23 domestic violence and other trauma, relationship issues, and symptoms of mental illness.  
24 Approaches available include Cognitive Behavioral Therapy (CBT), Trauma-Focused CBT, Eye  
25 Movement Desensitization and Reprocessing, and Cue-Centered Treatment.

26                    5.2.4.3 Family Counseling Services: CONTRACTOR shall provide  
27 Family Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20)  
28 sessions, for each FAMILY. Family therapy services will utilize a strengths-based approach to



1 help PARTICIPANTS improve communication and resolve conflicts. Family therapy services  
2 may include family members or just those able or willing to participate. Collaborative treatment  
3 planning will be used to identify family strengths, establish family goals and find ways to achieve  
4 them. Goals may include learning skills to express thoughts and emotions in a productive manner;  
5 build empathy and deepen family connections; learn new ways to interact and overcome unhealthy  
6 patterns; improve troubled relationships; lessen the impact of stress, grief, substance abuse or a  
7 mental illness; and get through stressful times. It may also help the family achieve a sense of  
8 togetherness and build promising futures together. Services will be provided in Spanish and  
9 English.

10 5.2.4.4 Group Counseling Services: Group Counseling Services shall  
11 consist of a minimum of two (2) group counseling series. Each series shall consist of a minimum  
12 of four (4) weekly sessions and a minimum duration of two (2) hours per session. CONTRACTOR  
13 shall facilitate two (2) of these groups each year: a six (6) week “Skills for Life” series building  
14 skills to address communication, healthy relationships, depression, anxiety, and anger  
15 management; an adolescent girls’ group focused on self-esteem; a women’s support group; or a  
16 therapeutic play group to help young children build their social skills. Services will be provided  
17 in Spanish and English.

18 5.2.5 CONTRACTOR shall provide counseling services during FRC operating  
19 hours. CONTRACTOR may also schedule evening hours at the request of the PARTICIPANTS.

20 5.2.6 CONTRACTOR shall provide qualified, bilingual Counselor staff as  
21 specified in Subparagraph 15.4 of this Exhibit. Counselor staff and/or designee, as approved by  
22 ADMINISTRATOR, shall attend all FRC’s CMT meetings.

### 23 5.3 Differential Response

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

#### 27 5.3.1 The objectives of DR Services are as follows:

##### 28 5.3.1.1 Support the family while in crisis;

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

5.3.1.3 Assess the family's needs, stabilize immediate crisis, and increase coping skills and family cohesiveness;

5.3.1.4 Develop a treatment plan to address individual and family needs to be offered for a minimum of thirty (30) days;

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

5.3.1.6 Present DR cases at the CMT.

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

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

#### 5.4 Family Support Services

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

5.4.1 The objectives of Family Support Services are as follows:

5.4.1.1 Support effective coordination of services among service providers;

5.4.1.2 Promote knowledge of, and provide linkages, to resources, services, and opportunities to improve self-sufficiency; and

5.4.1.3 Support families in following through with ~~Contractor Partner Agencies,~~ recommended services.

~~5.5.3~~ 5.4.2 CONTRACTOR shall provide ~~FRC CMT services~~ Family Support Services for a minimum of ~~seventy-five (75)~~ one hundred (100) unduplicated FAMILIES annually. Family Support Services are those services responsible for assessing the strengths and meeting the multiple needs of a PARTICIPANT and family; arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families; and linking PARTICIPANTS to resources, services, and opportunities. The Family Support Advocate shall also teach and empower families to access community resources and strengthen problem solving skills. ~~FRC CMT services shall include, but are not limited to, the following components:~~

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

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

~~5.5.3.3 1.1.1 Reassessment: The CMT Clinical Supervisor and CMT shall reassess the PARTICIPANT's status, with input from Contractor Partner Agencies, in a weekly clinical review of cases. FRC CONTRACTOR shall provide Family Support Services ~~CMT meetings shall provide weekly evaluations and assessment for PARTICIPANTS.~~~~

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

~~5.5.4~~5.4.3 ~~MH in coordination with Contractor Partner Agencies shall provide FRC CMT services~~ continuously throughout the term of this Agreement during FRC ~~hours of operation. FRC CMT meetings shall be scheduled a minimum of one (1) day per week for a minimum of one (1) hour in duration. The CMT Clinical Supervisor shall facilitate FRC CMT meetings~~operating hours or on evenings as required by FAMILIES. CONTRACTOR shall provide Family Support Services for a minimum of thirty (30) days per FAMILY.

~~5.5.5~~ ~~MH shall complete the required forms referenced in Subparagraph 4.9 and also the FRC CMT Tracking and Outcomes Log specified in Subparagraph 8.4.~~

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5.4.4 ~~MH~~CONTRACTOR shall provide Family Support Services in English and Spanish, primarily at the FRC, in family's home, or at other community locations as agreed upon by PARTICIPANT and FRC.

~~5.5.6~~5.4.5 CONTRACTOR shall provide qualified ~~CMT Clinical Supervisor staff, to facilitate FRC CMT meetings, bilingual Family Support Advocate staff~~ as specified in ~~Subparagraphs~~Subparagraph 14.7 15.5 of this Exhibit.

~~5.6~~5.5 Information and Referral Services ~~(RF):~~

~~5.6.1~~5.5.1 The objective of Information and Referral Services is to increase access to community resources for families in need.

5.5.2 ~~RF~~CONTRACTOR shall provide Information and Referral Services ~~for~~to a minimum of ~~two~~three thousand (~~23~~30,000) ~~unduplicated~~ PARTICIPANTS annually. ~~Information and Referral~~

~~5.6.2~~5.5.3 Services ~~shall~~ include an assessment of need and referral services, including, but not limited to, the following: ~~assessment of needs, referral to~~ emergency housing, emergency food, ~~family~~ counseling, childcare, substance abuse counseling and treatment, parenting ~~training~~education, utility assistance, health and mental health treatment, education and job training, legal aid, and youth academic and recreation services. Information and Referral Specialist shall collaborate with other community agencies by receiving and referring ~~clients, which may include, but not limited to 2-1-1 Orange County, Help Me Grow, etc~~PARTICIPANTS.

~~5.6.3~~ 5.5.4 Information and Referral Specialist shall be stationed at the FRC reception area as the first point of contact for walk-in and telephone/email inquiries during FRC operating hours. Information and Referral ~~Services shall be offered during FRC operating hours~~ Specialist shall follow-up with linked service provider to verify linkages.

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

~~5.6.4~~ 5.5.6 CONTRACTOR shall provide qualified, bilingual Information and Referral Specialist staff as specified in Subparagraph ~~14.13~~ 15.8 of this Exhibit.

~~5.7~~ Out-of-School-Time Youth Program (HO):

~~5.7.1~~ The objectives of Out-of-School-Time Youth Program are as follows:

~~5.7.1.1~~ Increase social connection amongst peers.

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~~5.7.1.2~~ Provide a safe place for school-aged children.

~~5.7.1.3~~ Increase enrichment opportunities to enhance academic achievement and healthy social behavior.

~~5.7.2~~ HO shall provide Out-of-School-Time Youth Program Services for a minimum of forty (40) unduplicated PARTICIPANTS annually. Out-of-School-Time Youth Program will provide PARTICIPANTS with a safe and nurturing place during after school and non-school hours. Activities may include, but are not limited to: recreation, education, healthy development, artistic and cultural enrichment, and leadership development.

~~5.7.3~~ HO shall offer a minimum of two (2) Safe Dates series for middle school and high school students and a minimum of two (2) Children's Empowerment Group series for elementary school age children annually. Each series shall be a minimum of six (6) weeks and shall be offered on a weekly basis. Each class shall be a minimum of ninety (90) minutes in duration. Safe Dates shall focus on the development of healthy relationships and Human Options Children's Empowerment program shall focus on learning healthy socio and emotional

development skills.

~~5.7.4~~ HO shall provide ~~Out of School Time~~ activities after school, during the academic school year, based on community needs.

~~5.7.5~~ HO shall provide qualified ~~Out of School Time (OST)~~ Leader staff as specified in Subparagraph 14.15 of this Exhibit.

#### ~~5.8~~ 5.6 Parenting Education ~~(HO):~~

~~5.8.1~~ 5.6.1 The objectives for Parent Education are as follows:

~~5.8.1.1~~ 5.6.1.1 ~~Increase~~ Provide social support.;

~~5.8.1.2~~ 5.6.1.2 Enhance coping skills.;

~~5.8.1.3~~ 5.6.1.3 Improve knowledge of child development.; and

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~~5.8.1.4~~ 5.6.1.4 Improve knowledge of appropriate and effective discipline.

~~5.8.2~~ 5.6.2 HO shall provide ~~Incredible Years~~ and/or ~~Triple P~~ Positive Parenting Program. ~~Incredible Years~~ will target children between the ages of three to nine (3-9) years old who are experiencing behavioral problems. ~~Triple P~~ Positive Parenting Program will focus on reducing behavioral and emotional problems in children and adolescents. CONTRACTOR shall provide evidence-based parenting curriculum as listed on the California Evidence Based Clearinghouse website (CEBC4CW.org). Elements of an effective parenting education program shall improve parenting skills and family functioning by teaching parents/caregivers about child development (e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g., communication and stress management). As applicable, parenting education emphasis shall be placed on the prevention of recurrence of ~~child abuse~~ maltreatment and/or shall address attachment, bonding, and traumatic loss issues.

~~5.8.3~~ 5.6.3 ~~HO~~ CONTRACTOR shall provide Parenting Education services for a minimum of ~~sixty (60)~~ twenty (20) unduplicated PARTICIPANTS annually.

5.6.4 ~~HO~~ CONTRACTOR shall provide a minimum of four (4) Parenting Education series. ~~Each~~ annually. Frequency and length of each parenting series ~~shall~~ will be a

~~minimum of eight (8) weeks and maximum of fourteen (14) weeks in duration. Each class shall be a minimum of ninety (90) minutes and a maximum of two (2) hours in duration. based on selected evidence-based curriculum.~~

~~5.8.4~~5.6.5 Parenting Education services shall be provided continuously during the term of this Agreement at dates and times convenient for PARTICIPANTS. Services shall be offered at the FRC, schools, and other community locations as needed and approved by ADMINISTRATOR. A minimum of one (1) class shall be offered at the FRC annually.

~~5.8.5~~5.6.6 ~~HO~~CONTRACTOR shall ensure completion of required paperwork when providing parenting education to PARTICIPANTS receiving child welfare services, including, but not limited to: verification of attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY social workers.

~~of certificates of completion, and verbal and/or written reports to COUNTY Social Workers.~~

~~##~~

~~5.8.6 HO shall provide qualified, bilingual Parenting Educator/Domestic Violence Advocate staff as specified in Subparagraph 14.16 of this Exhibit.~~

5.6.7 CONTRACTOR shall provide parenting education in English and Spanish.

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

~~5.9.5.7~~ Personal Empowerment Program:- (Certified Domestic Violence Prevention and Treatment Education Program)-General and TLFR Participants (HO):

~~5.9.1~~5.7.1 The objectives of Personal Empowerment Program (PEP) are as follows:

~~5.9.1.1~~5.7.1.1 ~~Increase victim's~~Raise awareness of the ~~threat~~various types of domestic violence and its short~~/~~and long term effects~~;~~;

~~5.9.1.2~~5.7.1.2 Develop or enhance safety plan for domestic violence victims~~;~~;

~~5.9.1.3~~5.7.1.3 Increase victim's understanding of the effects domestic violence has on children~~;~~; and



~~5.9.1.4 Increase victim's awareness on the various types of abuse.~~

~~5.9.1.5~~5.7.1.4 Promote safety and permanency in homes and communities through prevention efforts aimed at child abuse and domestic violence.

~~5.7.2 Personal Empowerment Program~~CONTRACTOR shall provide PEP services to a minimum of forty-five (45) unduplicated PARTICIPANTS annually.

~~5.9.2~~5.7.3 PEP services shall be ~~an evidence-based~~ ten (10) week educational support program designed to help victims break the cycle of domestic violence through education on the dynamics of domestic violence, effects of violence on victims and their children, and to help victims protect children who live in domestic violence homes. Topics shall include, but ~~are~~ not be limited to: safety planning, boundaries, anger management, legal aspects of domestic violence, ~~work~~working through denial, and ~~maintain~~maintaining healthy relationships. ~~Services shall target the general community as well as COUNTY's TLFR population.~~

~~5.9.3 HO~~CONTRACTOR shall provide PEP services ~~to a minimum of forty (40) unduplicated PARTICIPANTS annually.~~

~~5.7.4 HO shall provide four (4) PEP series annually. Each series shall be ten (10) weeks in duration. PEP services shall be offered~~times per year, continuously during the term of this Agreement. ~~Each class shall be a minimum~~

~~5.7.5~~ CONTRACTOR shall provide PEP services continuously during the term of two (2) hours in duration, this Agreement.

~~5.7.6~~ During the entire term of this agreement, PEP providers must be approved by the PEP Program Collaborative of Orange County.

~~5.9.4~~5.7.7 CONTRACTOR shall offer PEP services at the FRC and other community locations at dates and times convenient for PARTICIPANTS. and as approved by ADMINISTRATOR. CONTRACTOR may refer PARTICIPANTS to attend PEP services at any facilitated location that fits their language preference and schedule availability.

~~5.7.8 When~~PEP instructors shall administer the FaCT-approved pre/post measurement tools and enter the results into the FaCT database.



~~5.9.5~~5.7.9 CONTRACTOR shall ensure completion of required paperwork when providing PEP to PARTICIPANTS receiving child welfare services ~~to COUNTY's TLFR population, HO shall also be required to include, including,~~ but not be limited to, verification of attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY ~~Social Workers~~social workers. With written authorization from PARTICIPANT, PEP instructors shall provide verbal and/or written reports to County social worker.

~~5.9.6~~ — HO shall provide qualified, bilingual Personal Empowerment Program Instructor/Domestic Violence Advocate staff as specified in Subparagraph 14.17 of this Exhibit. During the entire term of this Agreement, PEP providers must be approved by the PEP Program Collaborative of Orange County.

~~5.10~~ — Time-Limited Family Reunification Family Fun Activities (RF):

~~5.10.1~~ — The objectives of Time-Limited Family Reunification (TLFR) Family Fun Activities are to increase parent-child bonding and provide a safe and enriching interactive environment for TLFR families.

~~5.10.2~~ — RF shall provide TLFR Family Fun Activities to PARTICIPANTS. In addition to participants referenced in Paragraph 1, TLFR Family Fun Activities may also include children that are removed from their home and placed in a foster family home or a childcare institution and parents or primary caregiver of such a child, in order to facilitate the reunification of the child, safely and appropriately.

~~5.10.3~~ — RF shall provide TLFR Family Fun Activities services for a minimum of ten (10) unduplicated FAMILIES annually. TLFR Family Fun Activities shall include supervised and organized activities and events for children of parents and/or caregivers in the reunification process. RF shall apply the Family Systems Theory in planning TLFR Family Fun Activities. Activities may include, but are not limited to, the following: arts and cultural enrichment, and education and recreation to promote healthy parent-child bonding, quality time, and communication. In the event a parent is participating in monitored/supervised visitation while simultaneously participating in a Family Fun Activity, the approved monitor or supervised visitation specialist must be present during the entire length of the Family Fun Activity.

~~5.10.4 RF shall provide a minimum of three (3) TLFR Family Fun Activities (events) annually. Events that occur during evening hours shall be a minimum of two (2) hours in duration, and events that occur on weekends shall be a minimum of three (3) hours in duration.~~

#### 5.8 RF Other Services: Emergency Assistance

5.8.1 The objective of Emergency Assistance (EA) services is to help stabilize families in crisis due to inability to meet their basic needs.

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

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

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

#### FAMILY STABILIZATION (FS) SERVICES

##### 5.9 FS Family Support Services

FS Family Support Services are customized to meet each FS FAMILY's needs to promote self-sufficiency. These services may include, but are not limited to: assessing family needs; providing one-on-one support; assisting families in crisis; coordinating referrals; and ensuring successful linkages and access to services. FS FAMILIES can further benefit from the ongoing support created by the linkage between their family and the FRC.

5.9.1 The objectives of FS Family Support Services are as follows:

5.9.1.1 Provide effective coordination of case planning among CalWORKs case managers and other service providers;

5.9.1.2 Promote knowledge of and provide linkages to resources,

services, and opportunities to improve self-sufficiency; and

5.9.1.3 Support families in following-through with recommended services.

5.9.2 CONTRACTOR shall provide FS Family Support Services to a minimum of forty (40) FS FAMILIES annually, as referred by SSA.

5.9.3 CONTRACTOR shall ~~provide TLFR~~ offer FS Family ~~Fun Activities~~ services-Support Services at the FRC ~~locations~~, in the family's home, or other community location, based on FS FAMILY's needs.

5.9.4 CONTRACTOR shall provide qualified, bilingual FS Family Support Advocate staff, as specified in Subparagraph 15.7 of this Exhibit and who shall co-locate at a CalWORKs regional office a minimum one (1) day per week or as required by COUNTY.

#### 5.10 FS Emergency Assistance

5.10.1 The objective of FS Emergency Assistance (EA) services is to assess and assist FS FAMILIES who may be in crisis due to their inability to meet their basic needs.

5.10.2 CONTRACTOR shall provide FS EA services to a minimum of thirty (30) FS FAMILIES annually.

5.10.3 FS EA services shall include an assessment of emergency needs. The assessment shall be completed by the FS Family Support Advocate and include recommendation(s) to meet the emergency needs of the FS FAMILY. Recommendations for use of FS EA funds shall be in accordance with Subparagraph 1.1.1 of this Exhibit.

~~5.10.5~~5.10.4 CONTRACTOR shall offer FS EA services at the FRC, in the family's home, or other community locations~~-as needed with advance written approval by ADMINISTRATOR,~~ based on FS FAMILY's needs. Services shall be offered during FRC hours of operation or at dates and times convenient for FS FAMILY. CONTRACTOR shall provide FS EA services continuously throughout the term of this Agreement.

~~5.10.6 — RF's TLFR Family Fun Activities services shall address only the following PSSP service category: TLFR~~

5.10.5 ~~RF~~CONTRACTOR shall provide FS EA services that include an

assessment of the FS FAMILY's emergency needs. The assessment shall be completed by the FS Family Support Advocate and include recommendation(s) to meet the emergency needs of the FS FAMILY.

5.10.6 CONTRACTOR shall complete the required forms referenced in Subparagraph 4.17 of this Exhibit and the FS EA Tracking Log.

5.10.7 CONTRACTOR shall provide qualified ~~TLFR~~, bilingual FS Family ~~Fun~~ ~~Fun Activities—Leader~~Support Advocate staff, as specified in Subparagraph ~~14.21~~15.7 of this Exhibit ~~at no cost to County.~~

#### 5.11 FS Emergency Housing Assistance

5.11.1 The objective of FS Emergency Housing Assistance (EHA) services is to assess and assist FS families in obtaining and/or maintaining housing. Funds may be disbursed in increments based on FS FAMILY's need, urgency, and WTW participation.

5.11.2 CONTRACTOR shall provide FS EHA services to a minimum of twenty (20) FS FAMILIES annually. FS FAMILIES must be participating in the CalWORKs FS Program and experiencing a housing crisis that destabilizes the family and impairs the ability to participate in WTW activities.

5.11.3 CONTRACTOR shall offer FS EHA services at the FRC, in the family's home, or other community location, based on FS FAMILY's needs.

5.11.4 FS EHA services shall include an assessment of emergency housing needs. The assessment shall be completed by the FS Family Support Advocate in consultation with CalWORKs FS Case Manager, contracted provider or COUNTY designated staff and include recommendation(s) to meet the emergency housing needs of FS FAMILY. The assessment and recommendation(s) shall be completed and submitted to the FRC Coordinator within twenty-four (24) hours. Recommendations for use of FS EHA funds shall be in accordance with Subparagraph 1.1.1 of this Exhibit.

5.11.5 CONTRACTOR shall primarily provide FS EHA services at the FRC and other community locations, as needed. Services shall be offered during FRC hours of operation or at dates and times convenient for FS FAMILIES. FS EHA funds for approved FS FAMILIES

shall be disbursed to the payee (i.e., landlord, property management, homeowner, etc.) within two (2) business days. CONTRACTOR shall provide FS EHA services continuously throughout the term of this Agreement.

5.11.6 CONTRACTOR shall complete the required forms referenced in Subparagraph 4.17 of this Exhibit and the FS EHA Tracking Log.

5.11.7 CONTRACTOR shall provide qualified, bilingual FS Family Support Advocate staff, as specified in Subparagraph 15.7 of this Exhibit.

#### 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

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

~~6.1.2~~ Provide ADMINISTRATOR a bi-annual detailed marketing plan for each contracted service, and revise, if necessary, as requested by ADMINISTRATOR.

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~~6.2.3~~ Actively engage the community, including local residents, faith-based groups, businesses, public and private organizations, civic groups, and ~~other~~ others in the planning and implementation of services that promote the well-being, safety, and permanency of children, families, and communities.

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

~~what constitutes a quorum).~~

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

~~6.3~~6.5 ~~Develop a~~ CEAC that shall meet a minimum of quarterly during the term of this Agreement. CEAC shall develop and advance a community agenda to affect community level change. The FRC will maintain a roster and a copy of minutes for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary, depending on the specific goals of, and the services to be provided by the FRC. ~~The~~ CEAC shall consist of community members, such as parents, youths, teachers, school community liaisons, businesses professionals, religious community leaders, law enforcement, human and health service professionals, and city representatives. On an annual basis, CEAC shall assess, survey, and identify community strengths and needs to advocate for FRC services to meet community need ~~on an annual basis~~; develop parent and youth leadership; and engage business community to provide tangible support and leadership. CEAC shall enlist broad community support and advocacy for the FRC by fundraising for the FRC and hosting events. A minimum of ~~one thousand~~ five hundred dollars (~~\$1,000~~500) shall be allocated to the CEAC within the FRC budget for the purposes of its members to use for planning events, and other activities as deemed necessary by the CEAC committee. ~~RF shall provide~~ CONTRACTOR shall provide a qualified Community Engagement Coordinator staff as specified in Subparagraph 15.3 of this Exhibit.

~~##~~

~~qualified Community Engagement Volunteer Coordinator staff as specified in Subparagraph 14.8 of this Exhibit.~~

~~6.4~~6.6 Follow procedures provided by ADMINISTRATOR for reporting any special incidents that occur during CONTRACTOR's performance of duties under this Agreement, involving CONTRACTOR's staff, PARTICIPANTS, and/or property.

~~6.4.1~~6.6.1 ~~RF~~ CONTRACTOR shall provide ~~a minimum of two hundred and~~

~~sixty (260) hours annually of Childcare~~child care services at the FRC to children of parents attending FRC programs during FRC operating hours, continuously throughout the term of this Agreement, ~~or~~ at dates and times convenient for PARTICIPANTS. Allowable costs include direct ~~child care~~childcare services and purchases of cleaning supplies, snacks directly related to ~~child care~~childcare services, activities, age appropriate toys, crafts, and games. ~~Child-Care~~Childcare services shall be reimbursed based on actual hours worked. ~~RE~~CONTRACTOR shall provide ~~qualified~~ ~~Childcare-Worker(s)~~ staff ~~as specified in Subparagraph 14.5~~that are at least eighteen (18) years of this Exhibit. age; possess a high school diploma or equivalent; have one (1) year of childcare experience; possession of, or ability to obtain a valid Pediatric CPR and First Aid Certification prior to providing childcare duties; and ability to deal with stressful situations.

~~6.5 — CONTRACTOR shall use Emergency Assistance Funds to meet basic needs of clients in support of services as described herein. Allowable costs include emergency food, emergency clothing, diapers, medicine, bus tickets to access services, safety items, one-time rent payment assistance, and one-time utility payment assistance. Other allowable costs are to be approved in advance and in writing by ADMINISTRATOR. All purchases for Emergency Assistance funds in excess of one hundred (\$100) dollars per client shall be requested in advance and in writing for approval by ADMINISTRATOR. CONTRACTOR shall research available community resources options prior to approving expenditures.~~

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## 7. FACILITIES

7.1 Community Health Enrichment Collaborative (CHEC-Family Resource Center)  
FRC is located at:

27412 Calle Arroyo

San Juan Capistrano, CA 92675

7.2 Administrative services under this Agreement shall be provided at CHEC ~~Family Resource~~FRC and Mission Hospital:



Community Health Investment

27800 Medical Center and Road

~~The Raise Foundation~~

~~2900 Bristol Street~~Medical Office Building #3, Suite J-201461

~~Costa Mesa~~Mission Viejo, CA 92626-598192691

CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing ~~the~~ COUNTY's maximum obligation, referenced in Subparagraph ~~20.1.22.1~~ of this Agreement.

#### 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

8.1 ~~CONTRACTOR shall electronically track the type and amount of services provided to each PARTICIPANT by Contractor Partner Agencies and a minimum of two (2) required Non-FaCT Funded Partner Agency(ies). The FRC Designated Lead Agency~~CONTRACTOR shall maintain data that includes the types and amounts of services provided to each PARTICIPANT, assessment data, and key demographic items, including, but not limited to: family identifier, family member identifier, ethnicity, date of birth, sex, referral reason(s), services recommended, services provided, date service delivery begins, date service delivery ends, status indicators [e.g., previous abuse reports, existing health problems], and primary language spoken as determined by ADMINISTRATOR.

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

~~8.2.3~~ FaCT utilizes a model developed by the Center for the Study of Social Policy called "Strengthening Families" to frame outcomes and evaluation data. This model, which has been identified as preventing child abuse and neglect identifies the following five (5) protective factors:

~~8.2.1~~8.3.1 Provide concrete support in times of need;



~~8.2.2~~8.3.2 Increase parental resilience;

~~8.2.3~~8.3.3 Increase knowledge of parenting and child development;

~~8.2.4~~8.3.4 Support the social and emotional competence of children; and

~~8.2.5~~8.3.5 Build parents' social connections.

~~8.3.4~~ Services provided at the FRC fall under one (1) or more of the protective factors.

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

~~8.4.5~~ ~~FRC direct services staff (e.g., Information and Resource Specialist, Family Support Specialist, etc.) shall~~ Direct service staff shall be responsible for entering ~~client~~PARTICIPANT service and outcome data for FaCT funded ~~and a minimum of two (2) required non-FaCT funded~~ services into the FaCT ~~data system~~database. These include, but are not limited to, the following:

~~8.4.1~~8.5.1 ~~FRC-CMT Clinical Supervisor~~Facilitator shall administer, collect, and enter the ~~FRC-CMT~~ tracking and assessment tool;

~~8.4.2~~8.5.2 Family Support ~~Specialist~~Advocate shall administer, collect, and enter the Family Development Matrix Tool(s);

~~8.4.3~~8.5.3 Parenting Educator shall administer, collect, and enter the Parenting Education Survey; and

~~8.4.4~~ ~~OST Leader~~Direct service provider shall administer, collect, and enter ~~FaCT Measurement tools; and~~

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~~8.4.5~~8.5.4 ~~Direct service staff shall enter specific data collection information and complete standardized assessment forms, FaCT~~the Registration Form, ~~attendance sheets, and~~

other documents required by ADMINISTRATOR.

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

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

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

8.78.8 FRCs can administer COUNTY-approved measurement tools (e.g., tracking logs, pre/post-tests, satisfaction surveys, etc.) to collect data on other services. ADMINISTRATOR shall provide CONTRACTOR a minimum of ten (10) business day notice in the event a measurement tool is changed.

8.88.9 The COUNTY measurement tools, referenced in Subparagraph 8.44.17 of this Exhibit, are subject to change based on program and evaluation needs as defined by ADMINISTRATOR.

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## 9. REPORTS

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

9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the twentieth (20th) day of each month for the preceding month of services. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph ~~3-23.2~~ of this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day ~~to Administrator.~~

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

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

## 10. GOALS AND OUTCOME OBJECTIVES

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

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

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

## ~~10-11.~~ 11. UTILIZATION REVIEW

~~10-11.1~~ 11.1 CONTRACTOR and ~~ADMINISTRATOR~~ shall meet upon ADMINISTRATOR's ~~request~~ designee shall meet at ~~CONTRACTOR's facility identified in Paragraph 7 of this Exhibit A~~ least semi-annually to review and evaluate a random selection of ~~PARTICIPANT~~ family case records. The review ~~shall~~ may include, but is not limited to: an evaluation of the necessity, and appropriateness, ~~and length~~ of services provided. ~~PARTICIPANT and length of services.~~ FAMILY cases to be reviewed shall be randomly selected by ~~COUNTY~~ ADMINISTRATOR and may include both open and closed cases.

11.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S

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

~~10.211.3~~ In the event CONTRACTOR ~~and~~ ADMINISTRATOR, ADMINISTRATOR and COUNTY's Children and Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity, and appropriateness, of services and length of services ~~provided~~, the dispute shall be submitted to COUNTY's Director of Children and Family Services for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 43 of this Agreement.

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## ~~11.12.~~ 12. SUSTAINABILITY

~~11.112.1~~ ~~Contractor~~ CONTRACTOR agrees to demonstrate, throughout the term of this Agreement, the ability to integrate multiple public, private, and collaborative partner funding sources.

~~11.212.2~~ CONTRACTOR must provide ~~measureable~~ measurable goals that demonstrate resource leveraging and in-kind partnerships and/or grants based on service gaps and identified needs, specific to the community.

~~11.312.3~~ CONTRACTOR agrees to work with ADMINISTRATOR in order to pursue long-term sustainability of CONTRACTOR's FaCT collaborative programs. This includes, but is not limited to, participation in the following:

~~11.3.112.3.1~~ Assessment of long-term need for and reasonableness of FaCT collaborative programs;

~~11.3.212.3.2~~ Training programs developed by or for FaCT;

~~11.3.312.3.3~~ Outreach activities initiated by FaCT staff or FaCT committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

~~11.3.4~~12.3.4 Research of other public/private funding sources and opportunities;  
~~11.3.5~~12.3.5 Pursuit of linkages with other partners, as appropriate; and  
~~11.3.6~~12.3.6 Development of marketing and community education materials as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

~~11.4~~12.4 CONTRACTOR agrees to cooperate in these efforts, as well as independently pursue opportunities to improve sustainability of their collaborative program. Independent activities may include activities identified above as well as grant writing and engaging in collaborative agreements with other integrated service initiatives.

~~11.4~~

~~11.4~~

#### ~~12.13.~~12.13. MEETINGS AND TRAININGS:

~~12.1~~13.1 CONTRACTOR shall ensure the FRC Coordinator participates in meetings of all FaCT FRC Coordinators for the purpose of information sharing, joint problem solving, identification of Best Practices, development of common approaches to case management and intake, training, and other related matters. Meetings will occur a minimum of one (1) time per month. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding meeting date(s) and location(s).

~~12.2~~13.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates in all required trainings and/or meetings as identified by ADMINISTRATOR. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding training/meeting date(s) and location(s).

~~12.3~~13.3 Trainings eligible for reimbursement through this Agreement must be approved in advance, in writing, by ADMINISTRATOR.

~~12.4~~13.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings presented or sponsored by COUNTY.

#### ~~13.14.~~13.14. BUDGET

~~13.1~~14.1 For ~~each of the five (5)~~three (3) COUNTY fiscal years (July 1 through June 30) included during the term of this Agreement, the maximum ~~annual~~ budget for services provided

pursuant to Exhibit A of this Agreement shall not exceed \$~~300,000~~-1,237,500.

~~13.2~~14.2 ~~The~~In the event ADMINISTRATOR and CONTRACTOR may agree, subject to advance written notice, to add, delete, modify, line item and/or amounts, and/or the number and type of FTE positions, specified in reduces the annual budget included in Subparagraph 13.11, without reducing the level of services to be provided or exceeding COUNTY's maximum obligation as stated in Subparagraph 22.1 of this Agreement, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

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

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

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

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

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

<u>FRC Services</u>	<u>YEAR ONE</u>	<u>YEAR TWO</u>	<u>YEAR THREE</u>
<u>Direct Service Costs <sup>(1)</sup></u>	<u>\$ 316,000</u>	<u>\$ 316,000</u>	<u>\$ 316,000</u>
<u>Indirect Costs <sup>(2)</sup></u>	<u>\$ 9,000</u>	<u>\$ 9,000</u>	<u>\$ 9,000</u>
<u><b>Total FRC Services Expense:</b></u>	<u><b>\$ 325,000</b></u>	<u><b>\$ 325,000</b></u>	<u><b>\$ 325,000</b></u>
<u><b>Family Stabilization Services</b></u>			
<u>FS Direct Service Costs <sup>(1)</sup></u>	<u>\$ 86,400</u>	<u>\$ 86,400</u>	<u>\$ 86,400</u>
<u>FS Indirect Costs <sup>(2)</sup></u>	<u>\$ 1,100</u>	<u>\$ 1,100</u>	<u>\$ 1,100</u>
<u><b>Total FS Services Expense:</b></u>	<u><b>\$ 87,500</b></u>	<u><b>\$ 87,500</b></u>	<u><b>\$ 87,500</b></u>
<u><b>TOTAL MAXIMUM OBLIGATION:</b></u>	<u><b>\$ 412,500</b></u>	<u><b>\$ 412,500</b></u>	<u><b>\$ 412,500</b></u>

<sup>(1)</sup> Direct Service Costs are costs that are incurred and specifically allocable to the provision of services identified in this Agreement. Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time

payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year.

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

~~13.3~~14.5 For the purpose of meeting specific program needs, CONTRACTOR may request to reallocate funds between budgeted line items by utilizing a Budget Modification Request form provided by ADMINISTRATOR, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance written approval from ADMINISTRATOR for any Budget Modification Request prior to implementation. Failure to obtain advance written notice approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

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

~~13.4~~14.7 In the event the budget shown in Subparagraph ~~13.4~~14.4 of this Exhibit is modified, the modified budget shall remain in effect for the remainder of the ~~contract term~~fiscal year, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on ~~March~~August 15, ~~2016~~2020, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. ~~The annual budget beginning on July 1<sup>st</sup> of each fiscal year shall be identical to the most recently modified annual budget. Under no circumstances shall funds unspent in one fiscal year carry over to another fiscal year.~~

~~13.5—It is anticipated multiple budget modifications will occur during the term of this Agreement. When appropriate, CONTRACTOR will delay submitting a Budget Modification Request until multiple changes can be incorporated into a single Budget Modification Request versus submitting several Budget Modification Requests that include a single line item change.~~



~~13.6—For purposes of this Agreement, Direct Services Expense is defined as a non-administrative expense required to provide goods or services for the direct benefit of PARTICIPANTS. Examples include, but are not limited to:~~

~~##~~

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

~~13.7—For purposes of this Agreement, Program Expense is defined as an administrative expense required for overall service delivery rather than an expense benefitting an individual PARTICIPANT. Examples include, but are not limited to: marketing materials, display boards, educational DVDs and video equipment to broadcast, parent education curriculums, educational books/reference material to be used by CONTRACTOR's staff, furniture, volunteer staff recognition events, etc.~~

~~13.8—Budget Modification Requests will be considered for approval when such requests are to reallocate funds within a similar category such as reallocating unused funds from a direct service salary position to a new direct participant service (i.e., Life Skills Workshop) or reallocating unused Office Supply funds to increase an Insurance line item. Funds may not shift from a direct service line item to an administrative line item.~~

~~13.8.1—Consideration for an exception to the provision described in Subparagraph 13.7 will be considered on a case-by-case basis and shall be approved at the sole discretion of COUNTY.~~

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

~~13.10—To ensure a meaningful collaboration among Contractor Partner Agencies and decision-making, no single Contractor Partner Agencies shall have more than fifty one percent (51%) of the total collaborative FRC budget. Exception to the fifty one percent (51%) maximum may include:~~

~~##~~



1     ~~##~~

2                     ~~13.10.1—The CONTRACTOR is a governmental and/or public agency, and/or~~  
 3     ~~single partner is providing more than fifty one percent (51%) of the total collaborative services.~~

4                     ~~13.10.2—Any CONTRACTOR receiving more than fifty one percent (51%) of~~  
 5     ~~the total FRC collaborative budget must provide a proportional share of the total FRC collaborative~~  
 6     ~~services (i.e., provides at least fifty one percent (51%) of the services).~~

7                     ~~13.11—The annual budget for services provided pursuant to Exhibit A of this Agreement~~  
 8     ~~is set forth as follows:~~

	<u>FTE<sup>(1)</sup></u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>Budget</u>
<u>SALARIES</u>			
<u>The Raise Foundation (RF)<sup>(6)</sup></u>			
Accountant/Bookkeeper (Admin.)	0.10	\$30.00	\$6,240
Administrative Assistant (Admin.)	0.075	\$15.00	2,340
Childcare Worker (Service 6.2)	0.125	\$13.25	3,120
FRC Coordinator	1.00	\$24.53	47,944
Information & Referral Specialist (Service 5.6)	1.00	\$16.48	31,824
Operations Manager (Admin.)	0.05	\$30.00	2,704
Supervisor (Admin.)	0.05	\$45.00	5,624
Community Engagement Volunteer Coordinator (Service 6.1.4)	0.50	\$20.82	<u>19,240</u>
—SUBTOTAL RF SALARIES:			\$119,036
RF Benefits (19%) <sup>(3 and 5)</sup>			<u>22,617</u>
—SUBTOTAL RF SALARIES AND BENEFITS:			\$141,653
<u>Children Bureau of Southern CA (CB)<sup>(6)</sup></u>			
Family Support Specialist (Service 5.3)	1.00	\$18.44	\$35,360
Program Manager (Admin.)	0.04	\$44.70	<u>3,556</u>
—SUBTOTAL CB SALARIES:			\$38,916
CB Benefits (28%) <sup>(3 and 5)</sup>			<u>10,896</u>
—SUBTOTAL CB SALARIES AND BENEFITS:			\$49,812
<u>Human Option (HO)<sup>(6)</sup></u>			
Counselor (Service 5.2)	0.50	\$25.00	\$26,000
OST Leader (Service 5.7)	0.10	\$15.00	3,120
Clinical Supervisor/Program Supervisor (Service 5.1)	0.05	\$41.35	<u>4,250</u>
—SUBTOTAL HO SALARIES:			\$33,370

1	HO Benefits (15.6%) <sup>(3 and 5)</sup>			<u>5,206</u>
2	<del>—SUBTOTAL HO SALARIES AND BENEFITS:</del>			<del>\$38,576</del>
3	<u>Mission Hospital Regional Medical Center (MH)</u> <sup>(6)</sup>			
4	CMT Clinical Supervisor (Service 5.5)	0.15	\$60.00	<u>\$5,720</u>
5	<del>—SUBTOTAL MH SALARIES:</del>			<del>\$5,720</del>
6	MH Benefits (38%) <sup>(3 and 4)</sup>			<u>0</u>
7	<del>—SUBTOTAL MH SALARIES AND BENEFITS:</del>			<del>\$5,720</del>
8	<u>PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
9	RF CEAC (Service 6.1.4)			\$1,200
10	RF Emergency Assistance Fund (Service 6.3)			500
11	RF TLFR Activities			1,600
12	CB Direct Service Expense			1,000
13	CB Emergency Assistance Fund (Service 6.3)			1,000
14	HO Parenting (Service 5.8)			7,500
15	HO PEP (Service 5.9)			<u>6,000</u>
16	<del>—SUBTOTAL PARTICIPANT RELATED SERVICES AND</del>			
17	<del>EXPENSES:</del>			<del>\$18,800</del>
18	<u>ADMINISTRATIVE SERVICES AND SUPPLIES</u> <sup>(6)</sup>			
19	<u>SERVICES</u>			
20	RF Independent Audit			\$900
21	<u>SUPPLIES</u>			
22	RF Office Supplies			1,500
23	RF Program Expense			500
24	RF Other Childcare Supplies			468
25	CB Office Supplies			1,000
26	CB Postage			100
27	CB Program Expense			1,800
28	HO Program Expense			<u>300</u>
29	<del>—SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:</del>			<del>\$6,568</del>
30	<u>OPERATING EXPENSES</u> <sup>(6)</sup>			
31	RF Equipment Purchase/Lease/Maintenance			\$1,200
32	RF Insurance			900
33	RF Mileage <sup>(7)</sup>			2,688
34	RF Phone/DSL/Internet/Tech			1,275
35	RF Staff Training			200
36	CB Equipment Purchase/Lease/Maintenance			1,900
37	CB Mileage <sup>(7)</sup>			1,000
38	CB Staff Training			200

<del>HO Internet/Telephone</del>	<del>150</del>
<del>HO Mileage<sup>(7)</sup></del>	<del>300</del>
<del>HO Staff Training</del>	<del>76</del>
<del>MH Facility Lease/Rental</del>	<del>12,432</del>
<del>MH Telephone/Internet</del>	<del>1,920</del>
<del>MH Utilities</del>	<del>3,000</del>
<del>— SUBTOTAL OPERATING EXPENSES:</del>	<del>\$27,241</del>
 <del>INDIRECT COSTS<sup>(6)</sup></del>	
<del>RF Indirect Cost</del>	<del>\$1,817</del>
<del>CB Indirect Cost</del>	<del>\$4,205</del>
<del>HO Indirect Cost</del>	<del>5,608</del>
<del>— SUBTOTAL INDIRECT COSTS</del>	<del>\$11,630</del>
<del>— SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS</del>	<del>\$300,000</del>
<del>— MAXIMUM COUNTY OBLIGATION</del>	<del>\$300,000</del>

#### 15. STAFF

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

<u>Position</u>	<u>FTE <sup>(1)</sup></u>	<u>Maximum Hourly Rate <sup>(2)</sup></u>
<u>CMT Clinical Supervisor</u>	<u>0.025</u>	<u>\$28.37</u>
<u>Community Engagement Coordinator</u>	<u>0.40</u>	<u>\$21.38</u>
<u>Counselor</u>	<u>0.50</u>	<u>\$27.00</u>
<u>Family Support Advocate</u>	<u>2.00</u>	<u>\$24.15</u>
<u>FRC Coordinator</u>	<u>1.00</u>	<u>\$32.00</u>
<u>FS Family Support Advocate</u>	<u>1.00</u>	<u>\$18.00</u>
<u>Information and Referral Specialist</u>	<u>1.00</u>	<u>\$17.00</u>

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

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

3           ~~(3) Employee Benefits may include contributions to 401k or retirement plans; health~~  
4 ~~insurance; dental insurance; vision insurance; long term/short term disability insurance; life and~~  
5 ~~disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State~~  
6 ~~Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, and~~  
7 ~~vacation/sick time accrual as specified in footnotes four (4) and/or five (5) below. RF's overall~~  
8 ~~benefit rate shall not exceed nineteen percent (19%) of actual salary expense claimed. CB's overall~~  
9 ~~benefit rate shall not exceed twenty eight percent (28%) of actual salary expense claimed. HO's~~  
10 ~~overall benefit rate shall not exceed 15.6% of actual salary expense claimed. MH's overall benefit~~  
11 ~~rate shall not exceed thirty eight percent (38%) of actual salary expense claimed.~~

12           ~~(4) The Salary and Benefit Worksheet submitted as part of the monthly invoice packet will~~  
13 ~~include an amount contributed to CONTRACTOR's liability account established specifically for~~  
14 ~~the purpose of funding vacation/sick time accrual payouts. Actual vacation/sick time expenditures~~  
15 ~~will be paid from the aforementioned liability account and will not be claimed through this~~  
16 ~~Agreement.~~

17           ~~(5) An actual expenditure for a vacation/sick time accrual payment, paid to an employee~~  
18 ~~upon separation in accordance with CONTRACTOR's established policy, will be included as an~~  
19 ~~itemized amount on the Salary and Benefit Worksheet submitted as part of CONTRACTOR's~~  
20 ~~monthly invoice packet. The amount eligible for reimbursement shall be limited to the amount of~~  
21 ~~vacation/sick time earned by the employee during the COUNTY fiscal year in which the claim is~~  
22 ~~made, minus any vacation/sick time the employee used during the same fiscal year. For example,~~  
23 ~~if an employee separates on February 15, 2016, the vacation/sick time accrual amount eligible for~~  
24 ~~reimbursement through the Agreement shall be based upon the period of July 1, 2015 through~~  
25 ~~February 15, 2016 only.~~

26           ~~(6) Administrative costs are defined as those costs not solely related to direct services to~~  
27 ~~clients, supervision and program costs (e.g., executive director oversight, technology services,~~  
28

~~accounting, payroll, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs.~~

~~(7) Mileage is limited to the amount allowed by Internal Revenue Service.~~

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#### ~~14.1. STAFF~~

##### ~~14.1.1~~ 15.1 Recruitment Practices:

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

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

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

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

~~14.2~~ ~~CONTRACTOR shall specify the FTE percentage for each service for staff that provides more than one service. The combined FTE for any individual staff may not exceed a 1.0 maximum.~~

~~CONTRACTOR shall provide the following described staff positions:~~

##### ~~14.3~~ Accountant/Bookkeeper (RF):

~~14.3.1~~ Duties: ~~Ensure accurate and timely submittal of invoices; document expenditures for audit purposes, attend FaCT required trainings, and~~

provide financial reports as required or requested by Partner Agencies and/or ADMINISTRATOR.

14.3.2 Qualifications: Bachelor's degree in accounting or in a business or finance related field from an accredited university and two (2) years of accounting experience.

Proficiency in English is required.

14.4 Administrative Assistant (RF):

14.4.1 Duties: Responsible for general secretarial support to Program Supervisor, collect required data from direct service staff, review information for accuracy and completeness, create folders, duplicate forms, audit files, and gather additional community resource information as needed.

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14.4.2 Qualifications: High school diploma or equivalent (some college coursework preferred), one (1) year of related administrative experience, excellent interpersonal and customer service skills, and proficient in Microsoft Word and Excel computer programs.

Proficiency in English is required.

14.5 Childcare Worker (RF):

14.5.1 Duties: Provide childcare activities at the FRC to children of PARTICIPANTS attending FRC services; complete required documentation; ensure the health and safety of the children are maintained at all times; set up and clean up designated areas; taking appropriate action in the event of an emergency; report any incidents that impact the health and safety of a child immediately to the FRC Coordinator; report any suspected abuse and/or neglect of a child immediately to the FRC Coordinator; attend all required meetings and trainings; maintain confidentiality of clients; maintain a positive attitude; and work effectively with parents, staff, and volunteers.

14.5.2 Qualifications: High school diploma or equivalent and one (1) year of childcare experience, including experience working with infants; ability to deal with stressful situations and be creative and energetic. Proficiency in English is required and bilingual, based on community language need, is preferred.

14.6 Clinical Supervisor/Program Supervisor (HO):

~~14.6.1 — Duties: Provide individual and group supervision, as applicable; clinical supervision for counseling services; case consultation to FRC staff, as needed; monitor cases; be available for crisis and clinical consultation, as needed; review documents for clinical content; verify the laws of confidentiality; and ensure that child and elder/dependent adult abuse reporting are followed up on every case consult. Ensure accuracy of paperwork~~

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~~and data entered into the FaCT approved database and attend all required meetings and trainings.~~

~~14.6.2 — Qualifications: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist and a minimum of two (2) years of clinical supervision experience. Proficiency in English is required.~~

~~14.7.1~~ 15.2 CMT Clinical Supervisor (MH):

~~14.7.1~~ 15.2.1 Duties: Facilitate A licensed clinician shall facilitate case management team group process, ensure thorough assessment and linkages for families to resources, and ensure team and/or staff members follow up on all mandated reporting requirements. Responsibilities include, but are not limited to: verify and track attendance of required ~~FRC~~ CMT members; ensure PARTICIPANT confidentiality/release forms are signed by PARTICIPANT and ~~FRC~~ CMT members; review the laws of confidentiality and child, and elder/dependent adult abuse reporting on an annual basis, and ensure compliance for each case presented; ensure all ~~FRC~~ CMT cases conferenced are multiple needs cases (i.e., not just information and referral); facilitate weekly review of ~~FRC~~ CMT cases, including a thorough assessment of needs, treatment plan, follow up plan, and termination; provide and coordinate ongoing cross-training to ~~FRC~~ CMT on clinical training needs; ensure families are invited to the ~~FRC~~ CMT meetings; maintain ~~a binder of~~ weekly case logs and registration forms for each case conferenced at ~~FRC~~ CMT; complete standardized ~~FRC~~ CMT assessment tools, ensuring COUNTY required ~~FRC~~ CMT data is accurately entered into FaCT database; and actively engage new collaborative partners and/or other COUNTY agency representatives to conference cases that would benefit families.

~~14.7.2~~ 15.2.2 Qualifications: ~~LCSW, MFT~~ A Licensed Clinical Social Worker,

Marriage and Family Therapist, or Licensed Clinical Psychologist. A minimum of one (1) year of group/meeting facilitation experience ~~is preferred. Proficiency~~ and proficiency in English is required.

~~14.8.1~~ 15.3 Community Engagement ~~Volunteer Coordinator (RF):~~

The Community Engagement Coordinator shall not be a current member of the CEAC.

~~14.8.1~~ 15.3.1 Duties: ~~Assist~~ To assist in advocacy for the expansion of the FRC CEAC, and Youth Action Council programs; and activities focusing on issues that affects the health, well-being, and public safety of residents in the FRC community. Oversee community organizing, volunteer recruitment and training, problem solving, and developing and implementing an outreach plan. ~~Support~~ In addition, support the efforts of local programs to explore donation and service opportunities for the FRC; develop and promote FRC volunteer project activities; develop and maintain regular contact with community organizations; coordinate and communicate with FRC Coordinator, attend all required meetings and trainings, administer FaCT-approved measurement tools, and enter the results into the FaCT database.

15.3.2 Qualifications:

~~14.8.2~~ Option One (1): ~~Bachelor's~~ An Associate's degree or sixty (60) college units in human services or related field from an accredited college/university; ~~two (2) years~~ one (1) year of experience ~~working with at-risk families and the community, including one (1) year~~ leadership/supervisory experience; knowledge of public and private social, providing direct services agencies, community resources, including Federal and State programs; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; and computer competency. Proficiency in English is required, and bilingual, based on community language need, is preferred.

Qualifications Option Two (2): ~~A minimum of five (5) years of experience working with at-risk families and the community, including one (1) supervisory experience; knowledge of public and private social services agencies, community resources, including Federal and State programs~~ the target population; capable of relating well to individuals from diverse backgrounds,



cultures, varied income, and education levels; and computer competency. Proficiency in English is required, ~~and bilingual, based.~~ Based on community ~~language~~-need, ~~is preferred.~~ bilingual proficiency may be required; or

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

#### ~~14.9~~15.4 Counselor ~~(HO):~~

~~14.9.1~~—Duties: ~~Provide~~ The counselor shall: provide therapy, including assessment, treatment planning, termination ~~summaries, progress notes,~~ and documentation.

~~14.9.2~~15.4.1 Administer: communicate applicable case related information to SSA staff, as requested; and complete FaCT-~~approved pre/post~~ designated measurement tools and enter ~~results~~all required data into the FaCT-~~approved~~ database.

~~14.9.3~~15.4.2 Qualifications: Licensed clinician, ~~Marriage and Family Therapist Intern,~~ or ~~Masters in Social Work Intern~~ enrolled in an accredited graduate program under intern registered with the State of California Department of Consumer Affairs, Board of Behavioral Sciences (BBS). All interns must be receiving direct clinical supervision- in accordance with BBS requirements. Proficiency in English ~~and bilingual, based~~ is required. Based on community ~~language~~-need, ~~is~~ bilingual proficiency may be required.

#### ~~14.10~~15.5 Family Support ~~Specialist (CB):~~ Advocate

~~14.10.1~~15.5.1 Duties: Responsible for serving all Family Support Services referrals. Services shall include, but not limited to: assessing family strengths and needs- ~~and assisting families in crisis to access-~~ linkages to resources ~~to meet those needs, including court ordered families to facilitate family reunification; coordinate information for participant referrals; follow-up on progress of families and help to alleviate barriers to accessing services; case planning; compile~~ in-home services; communicating applicable case related information to SSA staff, as requested; compiling and ~~maintain~~ maintaining records; ~~prepare~~ preparing reports;

~~attending and~~ presenting cases at CMT meetings; completing FaCT ~~approved assessment~~  
~~designated measurement~~ tools; and entering all required data ~~entry~~ into the FaCT database; and  
~~attend~~ attending all required FaCT meetings and trainings.

#### 15.5.2 Qualifications:

Option One (1): Bachelor's degree in human services or related field from  
 an accredited university, ~~knowledge of the child welfare system, and two (2) years of experience~~  
~~working directly with families in crisis and the community.~~ Proficiency in English is required;  
~~and bilingual, based.~~ Based on community ~~language~~ need, is bilingual proficiency may be required.  
; or

~~Qualifications~~ Option Two (2): A minimum of ~~five (5)~~ three (3) years of experience  
~~working directly with families in crisis and~~ providing direct services to the ~~community and~~  
~~knowledge of the child welfare system.~~ target population. Proficiency in English ~~and bilingual,~~  
~~based~~ is required. Based on community ~~language~~ need, is bilingual proficiency may be required.

#### FRC Coordinator##

##### 14.11 Foster and Adoptive Parent Recruiter (RF):

#### 15.6

14.11.1 Duties: ~~Responsible for promoting Foster and Adoptive Parent~~  
~~Recruitment~~ FRC Coordinator's work schedule shall be consistent with FRC operating hours and  
their workspace shall be located at the FRC, ~~outreach events, partner agency newsletters,~~  
~~community events/workshops and other local community events, and in collaboration with~~  
~~ADMINISTRATOR, information about the adoption process, available services, community~~  
~~involvements and the need for foster and adoptive resources for children in need of a permanent~~  
~~home.~~

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

~~14.12. FRC Coordinator (RF):~~

~~14.12.1~~ 15.6.1 Duties: Perform a variety of administrative functions, including: coordinate service providers; supervise FRC staff ~~and FaCT funded staff~~; oversee the day-to-day operation of the FRC; ~~oversees FRC staffing coverage~~; compile statistical and financial data for various reports; facilitate community involvement in the CEAC; coordinate governance and policy procedure development; coordinate ~~staff~~ training opportunities for staff; prepare and monitor program budget; perform outreach to community businesses and schools; market FRC services within the community; initiate outreach to new partners and service providers; address public ~~inquires~~ inquiries regarding services, procedures, operations, and regulations; facilitate ~~Contractor Partner Agencies~~ FRC partners and staff meetings and ensure completion of meeting minutes; complete all required documentation; attend ~~all~~ required FaCT meetings and trainings; and perform related duties as assigned.

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15.6.2 Qualifications:

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

Qualifications Option Two (2): A minimum of five (5) years of experience ~~working with at-risk families and~~ providing direct services to the community; ~~knowledge of the child welfare system~~ target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; leadership and/or supervisory experience; ability to work successfully in a collaborative environment; attention to detail; and computer competency.

Proficiency in English is required ~~and bilingual, based.~~ Based on community ~~language~~-need, ~~is preferred~~ bilingual proficiency may be required.

### 15.7 FS Family Support Advocate

15.7.1 Duties: Responsible for serving all Family Support Services referrals. Services shall include, but not limited to: assessing family strengths and needs; linkages to resources; case planning; in-home services; communicating applicable case related information to SSA staff, as requested; compiling and maintaining records; preparing reports; presenting cases at CMT meetings; completing FaCT designated measurement tools and entering all required data into the FaCT database; and attending all required FaCT meetings and trainings.

#### 15.7.2 Qualifications:

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

Option Two (2): A minimum of three (3) years of experience providing direct services to the target population. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

### ~~14.13~~ 15.8 Information and Referral Specialist (RF):

~~14.13.1~~ 15.8.1 Duties: Responsible for responding to walk-in, call-in, and referred PARTICIPANTS seeking community resources. Assess ~~PARTICIPANT's~~ PARTICIPANTS's immediate needs and make referrals to appropriate resources. Administer FaCT-approved ~~measurement tools~~ tracking tool and enter results into the FaCT database.

~~14.13.2~~ Qualifications: High school diploma or equivalent, one (1) year of customer service experience working directly with the public, and computer competency (i.e., knowledge and ability to use computers and related technology). ~~families in crisis and community, knowledge of local resources, excellent customer service skills, and computer competency (i.e., knowledge and ability to use computers and related technology).~~ Proficiency in English ~~and bilingual, based~~ is required. Based on community ~~language~~-need, ~~is required.~~

### ~~14.14~~ Operations Manager (RF):

~~14.14.1 Duties: Administer all human resource functions, including administration of benefits, manage insurance renewals, maintain accounts receivable and accounts payable functions, and oversee payroll.~~

~~14.14.2 Qualifications Option One (1): Bachelor's Degree in business, management or related field from an accredited university. Proficiency in English is required and bilingual, based on community language need, is required.~~

~~14.14.3 Qualifications Option Two (2): A minimum of five (5) years of experience in office management, including knowledge of Quickbooks and Microsoft Office programs; attention to detail; ability to work in a collaborative environment; and computer competency. Proficiency in English is required, and bilingual, based on community language need, is preferred.~~

~~14.15 Out of School Time (OST) Leader (HO):~~

~~14.15.1 Duties: Provide supervision and Out of School Time activities to children and youth based on community need, monitor attendance, and ensure the health and safety of the children is maintained at all times. Coordinate and communicate with FRC Coordinator, attend all required meetings, administer FaCT-approved measurement tools, and enter results into the FaCT-approved database.~~

~~14.15.2 Qualifications: High school diploma or equivalent, twelve (12) units of child development or related course work, and one (1) year of experience working with children is required. Proficiency in English is required, and bilingual, based on community language need, is preferred.~~

~~14.16 Parenting Educator/Domestic Violence Advocate (HO):~~

~~14.16.1 Duties: Teach Parenting Education classes and workshop about child development (e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g., communication and stress management); monitor attendance and participation; provide written report(s); compile and maintain records; administer FaCT-approved pre/post measurement tools; and enter the results into the FaCT database.~~

~~14.16.2 Qualifications: Possess a minimum of twelve (12) units of college~~

education in child development, psychology, sociology, social work, or a related field; one (1) year of experience working in the human services field; and trained and/or certified to provide the CONTRACTOR's chosen evidence-based or evidence-informed curriculum. Proficiency in English and bilingual, based on community language need, is required.

14.17 Personal Empowerment Program Instructor/Domestic Violence Advocate (HO):

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

14.17.2 Qualifications: PEP certified instructor shall possess a minimum of two (2) years of experience working with domestic violence families, forty (40) hours of Domestic Violence Prevention training, eight (8) hours of Child Abuse Prevention and Reporting training, and completion of Personal Empowerment Program training. A valid Domestic Violence Advocate Certificate is required. Proficiency in English and bilingual, based on community language need, is required.

14.18 Program Manager (CB):

14.18.1 Duties: Provide general oversight of and responsibility for COUNTY/FaCT contract at designated site, supervise Family Support Specialist, integrate new and existing FRC programs, collaborate with FaCT staff, attend FaCT committee meetings and forums, and provide local and regional FRC advocacy.

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

14.19 Program Supervisor/Director (HO):

14.19.1 Duties: Responsible for overall program administration including budgeting, strategic planning, over-site, and quality of care; grant writing and monitoring; ongoing development and review, including counseling, legal advocacy, vocational assistance, and

community-related development; development of policies, procedures, and regulations for the following programs: Center for Children and Families, Legal Advocacy services, Family Resource Centers, and Safe Options for Seniors; recruit, hire, supervise and write performance evaluations for employees; supervise and evaluate program for needs of individual clients and oversee client files; outreach to community for fund development, network building, and volunteer collaboration within the agency and staff; provide individual and group counseling as needed for families within the program; develop and coordinate the statistical information system for client data; and provide clinical supervision to interns and trainees as needed.

~~14.19.2~~ 15.8.2 Qualifications: Master's degree in social work, counseling, or related field; two (2) years of program management experience with nonprofit agency; management and supervisory skills and experience; computer skills including Microsoft Office Suite; excellent written and verbal communication skills; and bilingual proficiency in English is required. LCSW or LMFT, Field Instructor Certification, Domestic violence program experience, clinical supervision experience, program development experience, knowledge and experience of program support such as grant writing and community development and collaboration, and bilingual, based on community language need, is preferred. may be required.

~~14.20~~ Supervisor (RF):

~~14.20.1~~ Duties: Provide oversight and supervision of The Raise Foundation staff in the Agreement; attend Steering Committee meetings, Case Management (as required), and other partner-related meetings as contractually required; act as a liaison between FRC partners, Raise Foundation Accounting Department, and FaCT to ensure the following: accurate and timely invoicing to the Lead agency, accuracy of billings, and maintenance of complete and accurate records of all financial and outcome measurement data.

~~14.20.2~~ Qualifications: Bachelor's degree in Social Work or related field from an accredited university is required. Master's degree is preferred. Proficiency in English is required.

~~14.21~~ TLFR Family Fun Activities Leader (RF):

~~14.21.1~~ Duties: Responsible for providing supervision and TLFR Family Fun

~~Activities to children and youth in the reunification process, monitor attendance, and ensure the health and safety of the children is maintained at all times. Coordinate events with the FRC Coordinator, attend all required meetings, administer FaCT-approved measurement tools, and enter results into the FaCT-approved database.~~

~~14.21.2 Qualifications Option One (1): Bachelor's Degree in human services or related field from an accredited university; knowledge of the child welfare system, and two (2) years of experience working directly with families in crisis in the community. Proficiency in English and bilingual, based on community language need, is required.~~

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~~14.21.3 Qualifications Option One (2): A minimum of three (3) years of experience working directly with families in crisis and the community, and knowledge of the child welfare system. Proficiency in English and bilingual, based on community language need, is required.~~

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