

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
HUMAN OPTIONS, INC.
FOR THE PROVISION OF

FAMILY RESOURCE CENTER AND FAMILY STABILIZATION SERVICES

This AGREEMENT, entered into this 1st day of July, 2020, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and Human Options, Inc., a California non-profit corporation, hereinafter referred to as "NEWPORT MESA FAMILY RESOURCE CENTER" or "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Family Resource Center and Family Stabilization Services in Orange County; and

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

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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Exhibit A

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1. TERM

2 The term of this Agreement shall commence on July 1, 2020, and terminate on June 30,
3 2023, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Agreement;
4 however, CONTRACTOR shall be obligated to perform such duties as would normally extend
5 beyond this term, including, but not limited to, obligations with respect to indemnification, audits,
6 reporting, and accounting.

2. ALTERATION OF TERMS

8 2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by
9 reference, fully expresses all understandings of the parties and is the total Agreement between the
10 parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this
11 Agreement, whether written or verbal, are valid or binding unless made in the form of a written
12 amendment to this Agreement which is formally approved and executed by both parties.

13 2.2 The various headings, numbers, and organization herein are for the purpose of
14 convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

16 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent
17 contractor, and shall be wholly responsible for the manner in which it performs the services
18 required of it by the terms of this Agreement. Nothing herein contained shall be construed as
19 creating the relationship of employer and employee, or principal and agent, between COUNTY
20 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes
21 exclusively the responsibility for the acts of its employees or agents as they relate to services to be
22 provided during the course and scope of their employment.

23 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or
24 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY
25 employees.

4. DESCRIPTION OF SERVICES

27 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
28 supplies, as described in Exhibit A to the Agreement between County of Orange and Newport

1 Mesa Family Resource Center (FRC), for the Provision of Family Resource Center and Family
2 Stabilization Services, attached hereto and incorporated herein by reference. CONTRACTOR
3 shall operate continuously throughout the term of this Agreement with the number and type of
4 staff described and as required for provision of services hereunder.

5 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
6 changes in staffing allocations to reflect current workload demands or service needs as long as
7 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 28 of
12 this Agreement, who are subject to individual registration and/or licensing requirements, have all
13 necessary licenses and permits required by the laws of the United States, State of California
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
18 such laws and licensure requirements, including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title
26 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of
27 California, County of Orange, and County of Orange Social Services Agency, and all
28 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist

1 or be hereafter amended.

2 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
3 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
4 federal financial assistance programs and/or activities.

5 5.3 CONTRACTOR shall cooperate with the California Department of Social Services
6 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect
7 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY
8 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

9 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

10 6.1 Delegation and Assignment

11 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
12 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
13 written consent of COUNTY. Any attempted delegation or assignment without prior written
14 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
15 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
16 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
17 benefits under the terms of this Agreement requiring COUNTY approval.

18 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
19 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
20 for the provision of services under the Agreement.

21 6.2 Change of Ownership

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

27 7. SUBCONTRACTS

28 7.1 CONTRACTOR shall not subcontract for services under this Agreement without

1 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
2 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
3 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
4 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
5 ADMINISTRATOR may require.

6 7.1.1 Subcontracts of \$50,000 or less

7 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,
8 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services
9 by CONTRACTOR when the cumulative total cost of the services to be provided by any
10 organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this
11 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of
12 providing services or the usual and customary charges established by the organization(s) providing
13 the services.

14 7.1.2 Subcontracts in excess of \$50,000

15 7.1.2.1 CONTRACTOR shall develop and submit for approval to
16 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which
17 the total cumulative cost of services provided by any single organization is anticipated to exceed
18 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed
19 procurement system shall take into consideration such factors as: degree of price competition;
20 pricing policies and techniques; experience and quality of service; methods of evaluating
21 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,
22 award, and post-award management of subcontracts, including internal audit procedures and
23 monitoring of subcontractor's performance until completion of services.

24 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
25 proposed procurement system, CONTRACTOR shall comply with such procurement system in
26 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the
27 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written
28 consent prior to entering into a subcontract with any organization when the total cumulative cost

1 of services to be provided by that organization is anticipated to exceed fifty thousand dollars
2 (\$50,000) during the term of this Agreement.

3 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
4 maintain accurate and complete financial records related to services provided under the terms of
5 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to
6 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or
7 until any pending audit is completed.

8 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

9 8.1 Form of Business Organization

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

13 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
14 partnership, corporation, etc.

15 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
16 of ownership or otherwise, to any parent organization or individual.

17 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
18 subsidiary business organization or to any individual who may be providing services, supplies,
19 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
20 under this Agreement.

21 8.2 Change in Form of Business Organization

22 If, during the term of this Agreement, the form of CONTRACTOR's business
23 organization changes, or the ownership of CONTRACTOR changes, or when changes occur
24 between CONTRACTOR and other businesses that could impact services provided through this
25 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such
26 changes. A change in the form of business organization may, at COUNTY's sole discretion, be
27 treated as an attempted assignment of rights or delegation of duties of this Agreement.

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1 8.3 Name Change

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

7 9. USE OF COUNTY PROPERTY

8 9.1 CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility,
9 to provide services under this Agreement. CONTRACTOR shall enter into a rent-free lease
10 agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions
11 of said agreement upon ADMINISTRATOR'S presentation of said document to CONTRACTOR.
12 Failure to execute the lease agreement will result in a breach of this Agreement.

13 9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and
14 Housing Act and Americans with Disabilities Act accommodations for its own employees at
15 COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for
16 such accommodations at no cost to CONTRACTOR.

17 10. NON-DISCRIMINATION

18 10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
19 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
20 services or benefits, assignment of accommodations, treatment, evaluation, employment of
21 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
22 ancestry, physical disability, mental disability, medical condition, genetic information, marital
23 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
24 status, or any other protected group, in accordance with the requirements of all applicable federal
25 or State laws.

26 10.2 CONTRACTOR shall furnish any and all information requested by
27 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
28 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph

1 10 et seq.

2 10.3 Non-Discrimination in Employment

3 10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
4 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
5 Department of Labor regulations (Title 41 CFR Part 60).

6 10.3.2 All solicitations or advertisements for employees placed by or on behalf of
7 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
8 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
9 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
10 gender expression, age, sexual orientation, military and veteran status, or any other protected
11 group, in accordance with the requirements of all applicable federal or State laws. Notices
12 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
13 for employees and job applicants.

14 10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
15 formal discrimination complaint to:

16 California Department of Fair Employment

17 2218 Kausen Drive, Suite 100

18 Elk Grove, CA 95758

19 Telephone: (800) 884-1684

20 (800) 700-2320 (TTY)

21 10.4 Non-Discrimination in Service Delivery

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

1 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
 2 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
 3 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
 4 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
 5 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
 6 amended. CONTRACTOR shall not implement any administrative methods or procedures which
 7 would have a discriminatory effect or which would violate the CDSS Manual of Policies and
 8 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph,
 9 CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with
 10 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be
 11 referred to the appropriate federal agency for further compliance action and enforcement of
 12 Subparagraph 10.4 et seq.

13 10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
 14 complaint any and all information as appropriate:

15 10.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
 16 (PUB 13)

17 10.4.2.2 Discrimination Complaint Form

18 10.4.2.3 Civil Rights Contacts:

19 County Civil Rights Contact:

20 Orange County Social Services Agency

21 Program Integrity

22 Attn: Civil Rights Coordinator

23 P.O. Box 22001

24 Santa Ana, CA 92702-2001

25 Telephone: (714) 438-8877

26 State Civil Rights Contact:

27 California Department of Social Services

28 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*)

11. NOTICES

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

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

CONTRACTOR: Newport Mesa Family Resource Center
c/o Human Options, Inc.
P.O. Box 53745
Irvine, CA 92619

11.2 All notices shall be deemed effective when in writing and deposited in the United

1 States mail, first class, postage prepaid and addressed as above. Any communications, including
2 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
3 Agreement addressed in any other fashion shall be deemed not given. The parties each may
4 designate by written notice from time to time, in the manner aforesaid, any change in the address
5 to which notices must be sent.

6 12. NOTICE OF DELAYS

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

11 13. INDEMNIFICATION

12 13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
13 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
14 their elected and appointed officials, officers, employees, agents, and those special districts and
15 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
16 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
17 including, but not limited to, personal injury or property damage arising from or related to the
18 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
19 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
20 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
21 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
22 Neither party shall request a jury apportionment.

23 14. INSURANCE

24 14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
25 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
26 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
27 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
28 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.

1 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
2 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
3 CONTRACTOR.

4 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
5 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
6 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
7 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
8 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
9 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
10 requirements to every subcontractor and to receive proof of insurance prior to allowing any
11 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
12 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
13 reasonable time.

14 14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
15 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
16 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
17 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
18 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
19 provision(s) in the Agreement, agrees to all of the following:

20 14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
21 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
22 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
23 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
24 same; and

25 14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
26 irrespective of any duty to indemnify or hold harmless; and

27 14.3.3 The provisions of California Civil Code Section 2860 shall apply to any
28 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR

1 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
2 insured.

3 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
4 term of this Agreement, COUNTY may terminate this Agreement.

5 14.5 Qualified Insurer

6 14.5.1 The policy or policies of insurance must be issued by an insurer with a
7 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as
8 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United
9 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business
10 in the state of California (California Admitted Carrier).

11 14.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
12 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
13 the company's performance and financial ratings.

14 14.7 The policy or policies of insurance maintained by CONTRACTOR shall provide
15 the minimum limits and coverage as set forth below:

<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 \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

26 14.8 Required Coverage Forms

27 14.8.1 Commercial General Liability coverage shall be written on Insurance
28 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as

1 broad.

2 14.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,
3 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

4 14.9 Required Endorsements

5 14.9.1 Commercial General Liability policy shall contain the following
6 endorsements, which shall accompany the Certificate of Insurance:

7 14.9.1.1 An Additional Insured endorsement using ISO form CG 20 26
8 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,
9 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
10 state AS REQUIRED BY WRITTEN CONTRACT.

11 14.9.1.2 A primary non-contributing endorsement using ISO form CG 20
12 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
13 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
14 contributing.

15 14.10 The Workers' Compensation policy shall contain a waiver of subrogation
16 endorsement waiving all rights of subrogation against the County of Orange, its elected and
17 appointed officials, officers, agents and employees or provide blanket coverage, which will state
18 AS REQUIRED BY WRITTEN CONTRACT.

19 14.11 All insurance policies required by this Agreement shall waive all rights of
20 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
21 employees when acting within the scope of their appointment or employment.

22 14.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
23 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
24 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
25 a material breach of the contract, upon which the COUNTY may suspend or terminate this
26 Agreement.

27 14.13 If CONTRACTOR's Professional Liability policy is a "claims made" policy,
28 CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years

1 following completion of this Agreement.

2 14.14 The Commercial General Liability policy shall contain a severability of interests
3 clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

4 14.15 Insurance certificates should be mailed to COUNTY at the address indicated in
5 Paragraph 11 of this Agreement.

6 14.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
7 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
8 award may be made to the next qualified proponent.

9 14.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
10 decrease insurance of any of the above insurance types throughout the term of this Agreement.
11 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
12 appropriate to adequately protect COUNTY.

13 14.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
14 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
15 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
16 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
17 COUNTY shall be entitled to all legal remedies.

18 14.19 The procuring of such required policy or policies of insurance shall not be construed
19 to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and
20 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
21 available from the insurer.

22 15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

25 15.1 Any instance in which CONTRACTOR becomes a party to any litigation against
26 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance
27 under this Agreement. While CONTRACTOR is required to provide this information without
28 prompting from COUNTY, any time there is a change to CONTRACTOR’s litigation status,

1 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

2 15.2 Any accident or incident relating to services performed under this Agreement that
3 involves injury or property damage which may result in the filing of a claim or lawsuit against
4 CONTRACTOR and/or COUNTY.

5 15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
6 relating to services performed by CONTRACTOR under this Agreement.

7 15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

8 15.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
9 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
10 Agreement.

11 15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
12 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
13 of service location or jurisdiction.

14 16. CONFLICT OF INTEREST

15 16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
16 or conditions that could result in a conflict with COUNTY interests. In addition to the
17 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
18 subcontractors associated with the provision of goods and services provided under this Agreement.
19 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
20 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
21 entertainment, payments, loans, or other considerations which could be deemed to influence or
22 appear to influence COUNTY staff or elected officers in the performance of their duties.

23 16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
24 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
25 Agreement performance. While CONTRACTOR will be required to provide this information
26 without prompting from COUNTY any time there is a change regarding conflict of interest,
27 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

28 ///

1 17. ANTI-PROSELYTISM PROVISION

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

6 18. SUPPLANTING GOVERNMENT FUNDS

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

15 19. EQUIPMENT

16 19.1 All items purchased with funds provided under this Agreement, or which are
17 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
18 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
19 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
20 Equipment is limited to the performance of this Agreement. Upon the termination of this
21 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
22 COUNTY or its representatives, or dispose of them in accordance with the directions of
23 ADMINISTRATOR.

24 CONTRACTOR further agrees to the following:

25 19.1.1 To maintain all items of Capital Equipment in good working order and
26 condition, normal wear and tear excepted.

27 19.1.2 To label all items of Capital Equipment, do periodic inventories as required
28 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital

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

3 19.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
4 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
5 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

6 19.1.4 To purchase a policy or policies of insurance covering loss or damage to
7 any and all Capital Equipment purchased under this Agreement, in the amount of the full
8 replacement value thereof, providing protection against the classification of fire, extended
9 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
10 parties' interests as they appear.

11 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
12 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the
13 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's
14 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for
15 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if
16 prior written approval has not been obtained from ADMINISTRATOR.

17 19.3 Computer Equipment

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

25 20. BREACH SANCTIONS

26 20.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
27 conditions of this Agreement shall be a material breach of this Agreement. In such event,
28 ADMINISTRATOR may, and in addition to immediate termination and any other remedies

1 available at law, in equity, or otherwise specified in this Agreement:

2 20.1.1 Afford CONTRACTOR a time period within which to cure the breach,
3 which period shall be established by ADMINISTRATOR; and/or

4 20.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
5 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
6 and/or

7 20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
8 COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

9 20.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
10 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

11 21. DESIGNATED LEAD AGENCY

12 21.1 Human Options, Inc. (Human Options) shall serve as the designated lead agent with
13 authority to present claims to COUNTY for services delivered pursuant to this Agreement. As
14 designated lead agent, Human Options shall submit claims on a monthly basis pursuant to
15 Paragraph 22 herein. Claims submitted to COUNTY by the designated lead agent shall clearly
16 identify the services that were performed. Any and all payments to be made by COUNTY pursuant
17 to this Agreement shall be made payable to the designated lead agent.

18 21.2 As the designated lead agent, Human Options shall also be responsible for activities
19 that include, but are not limited to the following:

20 21.2.1 Oversight of FRC services;

21 21.2.2 Employment and supervision of the FRC Coordinator;

22 21.2.3 Employment and/or oversight of the Information and Referral Specialist;

23 21.2.4 Employment and/or oversight of the Community Engagement Coordinator;

24 21.2.5 Establishing and facilitating a monthly FRC meeting with service providers
25 and ensuring meetings minutes are documented;

26 21.2.6 Coordinating weekly Case Management Team (CMT) meetings;

27 21.2.7 Collecting and maintaining all invoice documentation;

28 21.2.8 Overseeing the collection, maintenance, and management of all FRC data,

1 including outcome measurements;

2 21.2.9 Maintaining the integrity of the Families and Communities Together
3 (FaCT) database and other reports, as necessary;

4 21.2.10 Generating monthly reports (i.e., Service Grids) and other reports as
5 requested, in accordance with Paragraph 38 of this Agreement and Paragraph 9 of Exhibit A for
6 submission to COUNTY;

7 21.2.11 Overseeing and submitting to the COUNTY budget/contract modification
8 requests on behalf of the FRC;

9 21.2.12 Producing, distributing, and maintaining a current, monthly FaCT FRC
10 event/activity calendar as directed by ADMINISTRATOR;

11 21.2.13 Coordinating FRC sustainability efforts referenced in Paragraph 12 of
12 Exhibit A;

13 21.2.14 Ensuring FaCT funded subcontractor(s) are current on required
14 documentation (e.g., insurance certificates, copies of resumes/applications, independent audits);

15 21.2.15 Ensuring all non-FaCT funded partner agency(ies) have a current
16 agreement with the FRC and provide copies of agreements to COUNTY upon request;

17 21.2.16 Facilitating collaborative activities, services, and programs to ensure
18 effective service delivery;

19 21.2.17 Submitting Special Incident Reports to the COUNTY; and

20 21.2.18 Attending required FaCT meetings and mandatory trainings.

21 22. PAYMENTS

22 22.1 Maximum Contractual Obligation

23 The maximum obligation of COUNTY under this Agreement shall not exceed the
24 amount of \$1,312,500, or actual allowable costs, whichever is less. The estimated annual amount
25 for each twelve (12) month period is as follows:

26 22.1.1 Year One: \$437,500 for July 1, 2020 through June 30, 2021;

27 22.1.2 Year Two: \$437,500 for July 1, 2021 through June 30, 2022; and

28 22.1.3 Year Three: \$437,500 for July 1, 2022 through June 30, 2023.

1 22.2 Allowable Costs

2 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
3 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this
4 Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However,
5 COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will
6 be incurred by CONTRACTOR for June 2021, during the month of such anticipated expenditure.

7 22.3 Claims

8 22.3.1 CONTRACTOR shall submit monthly claims to be received by
9 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
10 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
11 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
12 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
13 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
14 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

15 22.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.
16 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
17 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
18 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
19 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
20 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
21 shall retain all financial records in accordance with Paragraph 27 of this Agreement.

22 22.3.3 Payments should be released by COUNTY within a reasonable time period
23 of approximately thirty (30) days after receipt of a correctly completed claim form and required
24 supporting documentation.

25 22.3.4 Year-End and Final Claims

26 22.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY
27 fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in
28 Paragraph 1 of this Agreement, by no later than August 30th of each corresponding COUNTY

1 fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may,
2 at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the
3 date upon which the final claim per each COUNTY fiscal year must be received, upon written
4 notice to CONTRACTOR.

5 22.3.4.2 The basis for final settlement shall be the actual allowable costs
6 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant
7 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that
8 any overpayment has been made, COUNTY may offset the amount of the overpayment against
9 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
10 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing
11 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has
12 been made.

13 23. OVERPAYMENTS

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

26 24. OUTSTANDING DEBT

27 CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process
28 of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and

1 during the term of this Agreement.

2 25. FINAL REPORT

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

8 26. INDEPENDENT AUDIT

9 26.1 CONTRACTOR shall employ a licensed certified public accountant who shall
10 prepare and file with ADMINISTRATOR an annual organization-wide audit of related
11 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
12 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
13 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
14 the aforementioned regulations for any year covered during the term of this Agreement,
15 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of
16 CONTRACTOR's financial statements. The audit must be performed in accordance with
17 generally accepted government auditing standards. CONTRACTOR shall cooperate with
18 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)
19 months after issuance of all audit reports with regard to audit exceptions.

20 26.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1
21 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide
22 audits for each of the fiscal cycles corresponding with the term of this Agreement.
23 CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's
24 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for
25 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
26 CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.
27 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to
28 CONTRACTOR.

1 27. RECORDS, INSPECTIONS, AND AUDITS

2 27.1 Financial Records

3 27.1.1 CONTRACTOR shall prepare and maintain accurate and complete
4 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
5 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
6 State, and federal audits are completed, whichever is later.

7 27.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
8 internal control, and financial reporting standards in conformity with generally accepted
9 accounting principles established by the American Institute of Certified Public Accountants and
10 to the satisfaction of ADMINISTRATOR.

11 27.2 Client Records

12 27.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
13 of clients served and dates and type of services provided under the terms of this Agreement in a
14 form acceptable to ADMINISTRATOR.

15 27.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
16 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
17 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
18 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
19 requests and COUNTY provides written approval for the right to store the records in another
20 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
21 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
22 accordance with Subparagraph 43.2 of this Agreement.

23 27.2.3 COUNTY may refuse payment for a claim if client records are determined
24 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
25 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
26 overpayment within the provisions of this Agreement.

27 27.3 Public Records

28 To the extent permissible under the law, all records, including, but not limited to,

1 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
2 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

3 27.4 Inspections and Audits

4 27.4.1 The U.S. Department of Health and Human Services, Comptroller General
5 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's
6 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
7 have access to any books, documents, papers, and records, including medical records, of
8 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all
9 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate
10 the work performed or being performed under this Agreement and the premises in which it is being
11 performed.

12 27.4.2 CONTRACTOR shall make its books and records available within the
13 borders of Orange County within ten (10) days of receipt of written demand by
14 ADMINISTRATOR.

15 27.4.3 In the event CONTRACTOR does not make available its books and
16 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
17 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
18 obtain CONTRACTOR's books and records.

19 27.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
20 liability to the State or Federal Government or any agency thereof resulting from any
21 disallowances or other audit exceptions to the extent that such liability is attributable to
22 CONTRACTOR's failure to perform under this Agreement.

23 27.5 Evaluation Studies

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

27 28. PERSONNEL DISCLOSURE

28 28.1 This Paragraph 28 applies to all of CONTRACTOR's personnel providing services

1 through this Agreement, paid and unpaid, including those identified in Paragraph 15 of Exhibit A
2 (hereinafter referred to as “Personnel”).

3 28.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
4 Personnel providing services hereunder, including résumés and job applications. Changes to the
5 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
6 and/or job application. The list shall include:

7 28.2.1 Names and dates of birth of all Personnel by title, whose direct services are
8 required to provide the programs described herein;

9 28.2.2 A brief description of the functions of each position and the hours each
10 person works each week, or for part-time Personnel, each day or month, as appropriate;

11 28.2.3 The professional degree, if applicable, and experience required for each
12 position; and

13 28.2.4 The language skill, if applicable, for all Personnel.

14 28.3 Where authorized by law, and in a manner consistent with California Government
15 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
16 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
17 offenses. Information discovered subsequent to the hiring or promotion of any prospective
18 Personnel shall be cause for termination from the performance of services under this Agreement.

19 28.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
20 a clearance on the following public websites of the names and dates of birth for all Personnel who
21 will have direct, interactive contact with clients served through this Agreement: U.S. Department
22 of Justice National Sex Offender Website (www.nsopw.gov) and Megan’s Law Sex Offender
23 Registry (www.meganslaw.ca.gov).

24 28.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
25 a criminal record background check on all Personnel who will have direct, interactive contact with
26 clients served through this Agreement. Background checks conducted through the California
27 Department of Justice shall include a check of the California Central Child Abuse Index, when
28 applicable. Candidates will satisfy background checks consistent with this Paragraph and their

1 performance of services under this Agreement.

2 28.6 CONTRACTOR shall ensure that clearances and background checks described in
3 Subparagraphs 28.4 and 28.5 are completed prior to CONTRACTOR's Personnel providing
4 services under this Agreement.

5 28.7 In the event a record is revealed through the processes described in Subparagraphs
6 28.4 and 28.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
7 Personnel providing services through this Agreement.

8 28.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
9 provide services under this Agreement have satisfactory past work records and/or reference checks
10 indicating their ability to perform the required duties and accept the kind of responsibility
11 anticipated under this Agreement. CONTRACTOR shall maintain records of background
12 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
13 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
14 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
15 are completed, whichever is later, in compliance with all applicable laws.

16 28.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
17 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
18 Personnel performing services under this Agreement, when such information becomes known to
19 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
20 provide services under this Agreement and shall provide notice of such determination to
21 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
22 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 20 above.

23 28.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
24 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

25 28.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
26 from the performance of services under this Agreement. At the request of COUNTY,
27 CONTRACTOR shall immediately replace said Personnel.

28 28.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated

1 for cause from working on this Agreement.

2 28.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
3 28 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
4 terms and conditions of this Agreement.

5 29. EMPLOYMENT ELIGIBILITY VERIFICATION

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

20 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

21 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
22 that all employees, agents, subcontractors, and all other individuals performing services under this
23 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
24 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
25 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
26 agents, subcontractors, and all other individuals performing services under this Agreement to sign
27 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
28 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set

1 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
2 they now exist or as they may hereafter be amended.

3 31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
4 LAW

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

9 32. CONFIDENTIALITY

10 32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
11 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
12 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
13 now exist or be hereafter amended.

14 32.2 All records and information concerning any and all persons referred to
15 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
16 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
17 individuals performing services under this Agreement. CONTRACTOR shall require all of its
18 employees, agents, subcontractors, and all other individuals performing services under this
19 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
20 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
21 of this Agreement.

22 32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
23 other individuals performing services under this Agreement of this provision and that any person
24 violating the provisions of said California state law may be guilty of a crime.

25 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
26 to the confidentiality requirements of this Agreement.

27 32.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
28 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,

1 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
2 hereafter be amended.

3 32.5.1 No access, disclosure, or release of information regarding a child who is the
4 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
5 in doubt, no such information shall be released without the written approval of a Judge of the
6 Juvenile Court.

7 32.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
8 before allowing any child to be interviewed, photographed, or recorded by any publication or
9 organization, or to appear on any radio, television, or internet broadcast or make any other public
10 appearance. Such approval shall be requested through child's Social Worker.

11 33. SECURITY

12 33.1 Security Requirements

13 33.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
14 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
15 confidentiality that currently exists or exists at any time during the term of this Agreement.
16 CONTRACTOR represents and warrants that it has implemented and will maintain during the
17 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
18 private and confidential client information, to protect against anticipated threats to the security or
19 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
20 use of COUNTY data. Such safeguards and controls shall include at a minimum:

21 33.1.1.1 Storage of confidential paper files that ensures records are
22 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

23 33.1.1.2 Control of access to physical and electronic records to ensure
24 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
25 services.

26 33.1.1.3 Control to prevent unauthorized access and to prevent
27 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

28 33.1.1.4 Firewall protection.

1 33.1.1.5 Use of encryption methods of electronic COUNTY data while
2 in transit from CONTRACTOR networks to external networks, when applicable.

3 33.1.1.6 Measures to securely store all COUNTY data, including, but not
4 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
5 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
6 CONTRACTOR further represents and warrants that it has implemented and will maintain during
7 the term of this Agreement administrative, technical, and physical safeguards and controls
8 consistent with State and federal security requirements.

9 33.2 Security Breach Notification

10 33.2.1 CONTRACTOR shall have policies and procedures in place for the
11 effective management of Security Breaches, as defined below. In the event of any actual,
12 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
13 experiences or learns of that either compromises or could reasonably be expected to comprise
14 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
15 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
16 notification, CONTRACTOR shall, at its own expense, immediately:

17 33.2.1.1 Investigate to determine the nature and extent of the Security
18 Breach.

19 33.2.1.2 Contain the incident by taking necessary action, including, but
20 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
21 security.

22 33.2.1.3 Report to COUNTY the nature of the Security Breach, the
23 COUNTY data used or disclosed, the person who made the unauthorized use or received the
24 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
25 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
26 take to prevent future similar unauthorized use or disclosure.

27 33.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
28 determine what actions are necessary in response to the Security Breach and who will perform

1 these actions. Actions may include, but are not limited to: notifications; investigation and
2 remediation costs, including notification of all whose personal information was disclosed; outside
3 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
4 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
5 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
6 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
7 required actions.

8 34. COPYRIGHT ACCESS

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

12 35. WAIVER

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

19 36. SERVICES DURING EMERGENCY AND/OR DISASTER

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

1 36.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
2 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY
3 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
4 include, but are not limited to: providing services at different location(s); assigning staff to work
5 days or hours beyond typical work schedules or that may exceed contracted Full-Time Equivalents
6 (FTEs); reassigning staff to an assignment in which their experience or skill is needed; and
7 prioritizing services for staff as requested by COUNTY.

8 36.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
9 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.

10 37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

11 37.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
12 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
13 commercial advertisement, promotional purposes, announcements, displays, or press releases,
14 without COUNTY's prior written consent is expressly prohibited.

15 37.2 CONTRACTOR may develop and publish information related to this Agreement
16 where all of the following conditions are satisfied:

17 37.2.1 ADMINISTRATOR provides its written approval of the content and
18 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
19 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

20 37.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
21 a statement that the program, wholly or in part, is funded through County, State, and Federal
22 Government funds;

23 37.2.3 The information does not give the appearance that the COUNTY, its
24 officers, employees, or agencies endorse:

25 37.2.3.1 Any commercial product or service; and

26 37.2.3.2 Any product or service provided by CONTRACTOR, unless
27 approved in writing by ADMINISTRATOR; and

28 37.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,

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

7 38. REPORTS

8 38.1 CONTRACTOR shall provide information deemed necessary by
9 ADMINISTRATOR to complete any State-required reports related to the services provided under
10 this Agreement.

11 38.2 CONTRACTOR shall maintain records and submit reports containing such data
12 and information regarding the performance of CONTRACTOR's services, costs, or other data
13 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
14 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
15 written notice to CONTRACTOR.

16 39. ENERGY EFFICIENCY STANDARDS

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

19 40. ENVIRONMENTAL PROTECTION STANDARDS

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

25 40.1 No facility to be utilized in the performance of the proposed grant has been listed
26 on the EPA List of Violating Facilities;

27 40.2 It will notify COUNTY prior to award of the receipt of any communication from
28 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the

1 grant is under consideration to be listed on the EPA List of Violating Facilities; and

2 40.3 It will notify COUNTY and EPA about any known violation of the above laws and
3 regulations.

4 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
5 CERTAIN FEDERAL TRANSACTIONS

6 41.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
7 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
8 by the Office of Management and Budget (OMB) and published in the Federal Register dated
9 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
10 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
11 contain, and CONTRACTOR must certify compliance utilizing a form provided by
12 ADMINISTRATOR that cites the following:

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

17 41.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
18 knowledge and belief as of December 23, 1989, that

19 41.1.2.1 No federal appropriated funds have been paid or will be paid to
20 any person for influencing or attempting to influence an officer or employee of any agency, a
21 Member of Congress, an officer or employee of Congress, or an employee of a Member of
22 Congress on his or her behalf in connection with the awarding of any federal contract, the making
23 of any federal grant, the making of any federal loan, the entering into of any cooperative
24 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
25 contract, grant, loan or cooperative agreement;

26 41.1.2.2 If any funds other than federal appropriated funds (including
27 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
28 person for influencing or attempting to influence an officer or employee of any agency, a Member

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

5 41.1.2.3 He or she will include the language of this certification in all
6 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
7 \$100,000 shall certify and disclose accordingly.

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

13 42. POLITICAL ACTIVITY

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

17 43. TERMINATION PROVISIONS

18 43.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
19 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
20 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
21 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
22 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
23 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
24 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
25 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
26 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

27 43.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
28 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to

1 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
2 and pertinent documents. The Transition Period may be modified as agreed upon in writing by
3 the parties. During the Transition Period, service and data access shall continue to be made
4 available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in
5 extracting and/or transitioning all data in the format determined by COUNTY.

6 43.3 In the event of termination of this Agreement, cessation of business by
7 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
8 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
9 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
10 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
11 Agreement.

12 43.4 The obligations of COUNTY under this Agreement are contingent upon the
13 availability of federal and/or State funds, as applicable, for the reimbursement of
14 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
15 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
16 remains in effect or operation. In the event that such funding is terminated or reduced,
17 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
18 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
19 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
20 notification of such determination. CONTRACTOR shall immediately comply with
21 ADMINISTRATOR's decision.

22 43.5 If any term, covenant, condition, or provision of this Agreement or the application
23 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
24 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
25 thereby.

26 44. GOVERNING LAW AND VENUE

27 This Agreement has been negotiated and executed in the State of California and shall be
28 governed by and construed under the laws of the State of California, without reference to conflict

1 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
2 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
3 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
4 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
5 to waive any and all rights to request that an action be transferred for trial to another county.

6 45. SIGNATURE IN COUNTERPARTS

7 45.1 The parties agree that separate copies of this Agreement may be signed by each of
8 the parties, and this Agreement will have the same force and effect as if the original had been
9 signed by all the parties.

10 45.2 CONTRACTOR represents and warrants that the person executing this Agreement
11 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
12 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
13 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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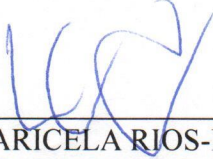
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1 WHEREFORE, the parties hereto have executed this Agreement in the County of Orange,
2 California.


3
4 By:  By: _____
5 MARICELA RIOS-FAUST CHAIRWOMAN
6 CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
HUMAN OPTIONS, INC. COUNTY OF ORANGE, CALIFORNIA

7 Dated: 3/23/20 Dated: _____
8

9
10 SIGNED AND CERTIFIED THAT A COPY OF THIS
11 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
12 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
13 ATTEST:

14 _____
15 ROBIN STIELER
16 Clerk of the Board
17 Orange County, California

18 APPROVED AS TO FORM
19 COUNTY COUNSEL
20 COUNTY OF ORANGE, CALIFORNIA

21 By: 
22 DEPUTY

23 Dated: 03/27/20
24
25
26
27
28

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 HUMAN OPTIONS, INC.
8 FOR THE PROVISION OF
9 FAMILY RESOURCE CENTER AND FAMILY STABILIZATION SERVICES
10

11 1. POPULATION TO BE SERVED

12 1.1 CONTRACTOR shall provide Family Resource Center (FRC) services, as
13 contained in Paragraph 5 of this Exhibit, to: birth, kinship, blended, adoptive, and Resource
14 Families with children, ages birth to eighteen (0-18) years, who are at risk of or are experiencing
15 child abuse and neglect; families who are living in poverty or suffering economic hardship,
16 domestic violence, unemployment, teen pregnancy, and unhealthy parenting; families involved
17 with and/or receiving child welfare services; non-minor dependents ages eighteen (18) to twenty-
18 one (21), who are being served by child welfare or probation agencies and who are under the
19 jurisdiction of the Orange County Juvenile Court; homeless families, unaccompanied homeless
20 youth, and those families at-risk of homelessness; military families; and persons with disabilities.
21 The population to be served as defined in this Paragraph shall hereinafter be referred to as
22 “PARTICIPANTS” or “FAMILIES.”

23 1.2 CONTRACTOR shall provide Family Stabilization (FS) services, as contained in
24 Subparagraphs 5.9 through 5.11 of this Exhibit, to families receiving California Work Opportunity
25 and Responsibility to Kids (CalWORKs), as referred by the Social Services Agency (SSA). The
26 population to be served as defined in this Paragraph shall hereinafter be referred to as “FS
27 FAMILIES.”

28 1.3 CONTRACTOR shall provide FRC services primarily to those PARTICIPANTS

1 residing in the cities of Newport Beach, Costa Mesa, and surrounding communities.

2 1.4 CONTRACTOR shall provide FS services within their CalWORKs Service
3 Region, and travel to, and collaborate with, all FRCs regardless of service region.

4 2. DEFINITIONS

5 2.1 California Work Opportunity and Responsibility to Kids (CalWORKs):
6 CalWORKs is a public assistance program that provides cash aid and services to eligible families
7 that have a child(ren) in the home.

8 2.2 Community Engagement Advisory Committee (CEAC): A partnership of multiple
9 agencies and community members that strive to achieve positive outcomes for the populations they
10 serve and build an interdependent system to address issues and opportunities. Collaboratives also
11 share resources and responsibilities to jointly plan, implement, and evaluate programs to achieve
12 common goals.

13 2.3 Differential Response (DR): A concept that child safety is a responsibility shared
14 by the family, community, and child welfare agencies. DR's primary goal is to engage a greater
15 number of families in services within the community without bringing them into the child welfare
16 system and reduce the recurrence of child maltreatment. DR services are indicated when reported
17 allegations meet statutory definitions of abuse or neglect yet an initial assessment made by SSA
18 Children and Family Services (CFS) determines that with targeted services a family is likely to
19 make needed changes to improve child safety.

20 2.4 Families and Communities Together (FaCT): A public-private partnership that
21 supports FRCs and provides program development and administration, funding, and training.
22 FaCT receives federal, State, and County funding, as well as volunteer, in-kind support, and private
23 donations.

24 2.5 Family Stabilization (FS): The FS program provides needed services and
25 constructive interventions for parents and assists in barrier removal for families facing difficult
26 circumstances. The target population is CalWORKs recipients that are experiencing an identified
27 situation and/or crisis that is destabilizing the family and would interfere with adult clients' ability
28 to participate in Welfare-to-Work (WTW) activities and services.

1 2.6 Full-Time Equivalent (FTE): The amount of time (stated as a percentage) an hourly
2 position will be providing services under an agreement. This percentage is based upon a 40-hour
3 work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage)
4 the position will be paid under an agreement, regardless of the number of hours actually worked.

5 2.7 Military Families: A family unit consisting of active service members, reservists,
6 veterans (regardless of discharge status), and their children, spouses, partners, and loved ones.

7 2.8 Provider: A funded or non-funded partner agency in partnership with the County
8 that provides contracted services through a collaborative FRC agreement or an individual agency
9 agreement.

10 2.9 Resource Family: The Resource Family provides care on a temporary (foster care)
11 and/or permanent (adoption and legal guardianship) basis and includes all types of caregivers in
12 the child welfare and probation systems formerly known as foster parents, approved relatives or
13 approved Non-Relative Extended Family Member.

14 3. HOURS OF OPERATION

15 3.1 CONTRACTOR shall provide services during hours that are responsive to the
16 needs of the target population as determined by ADMINISTRATOR. At a minimum,
17 CONTRACTOR shall provide FaCT funded services as follows:

18 3.1.1 Monday through Friday: Two (2) weekdays from 10:30 a.m. to 7:30 p.m.
19 and three (3) weekdays from 8:30 a.m. to 5:30 p.m.

20 3.1.2 First Saturday of the month: From 10:30 a.m. to 2:30 p.m.

21 3.2 CONTRACTOR holiday schedule shall not exceed the COUNTY's holiday
22 schedule as established by the Orange County Board of Supervisors, as described in Subparagraph
23 3.3 below. However, CONTRACTOR is encouraged to provide the contracted services on
24 holidays, whenever possible.

25 3.3 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule
26 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
27 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
28 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall

1 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's
2 holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit. Any unauthorized
3 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 20, and shall
4 not be reimbursed.

5 4. FRC GENERAL REQUIREMENTS AND CHARACTERISTICS

6 During the entire term of this Agreement, the CONTRACTOR shall:

7 4.1 Maintain a family-friendly community facility that functions as a multi-service
8 community-based site that offers a "one-stop shop" approach to comprehensive array of social and
9 health services to families and provides a support system that builds on family and community
10 strengths.

11 4.2 Offer multiple programs, including, but not limited to, the following core services:
12 a case management team, counseling, DR, family support services, parenting education, domestic
13 violence prevention and treatment (i.e. Personal Empowerment Program), and information and
14 referral services in support of achieving FaCT goals.

15 4.3 Offer FS services to FS FAMILIES, as referred by SSA.

16 4.4 Be situated in a community-based location easily accessed by pedestrians, as well
17 as public and private transportation.

18 4.5 Offer free and accessible parking.

19 4.6 Promote the FaCT platform (e.g. FRC sites, services, and literature) at outreach
20 events where FaCT funded staff are utilized.

21 4.7 Display FaCT literature within FRC lobbies and in areas accessible to
22 PARTICIPANTS.

23 4.8 Involve local residents and stakeholders in planning, designing, implementing, and
24 evaluating activities at the FRC.

25 4.9 Maximize the use of volunteers to assist not only in service delivery, but also serve
26 as ambassadors in the community to promote community ownership and sustainability.

27 4.10 Leverage multiple funding streams to offer quality services to the community.

28 4.11 Operate as a collaborative that includes a minimum of three (3) non-FaCT funded

1 partner agencies who are providing onsite services at the FRC. Roles and responsibilities of each
2 partner shall be clearly defined for the entire term of the Agreement.

3 4.12 Have each non-FaCT funded partner agency sign a memorandum of understanding
4 or agreement specifying their commitment to provide services throughout the term of this
5 Agreement.

6 4.13 Designate Human Options to function as both the designated lead agency and the
7 program management lead agency. The fiscal and program management responsibilities shall
8 include those referenced in Paragraph 21 of this Agreement.

9 4.14 Provide bilingual direct service staff that are proportionate and responsive to the
10 language and cultural needs of the community they serve.

11 4.15 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network
12 Administrative Services provider, by attending required meetings, trainings, completing data entry
13 into FaCT database system, and engaging with the FaCT Network in activities related to the FaCT
14 mission and vision.

15 4.16 Services shall be provided at the FRC, in-home, and/or in satellite sites such as
16 schools and other community locations as mutually agreed upon by CONTRACTOR and
17 ADMINISTRATOR. Confidential space is required for all Clinical Supervision, Family Support
18 Services, Counseling, and Case Management Team services.

19 4.17 Ensure PARTICIPANTS complete FaCT required registration, consent, sign-in
20 forms, and/or complete assessment tools referenced in Subparagraph 8.6 of this Exhibit when
21 receiving services requiring an assessment.

22 4.18 Encourage PARTICIPANTS to complete satisfaction surveys when receiving FRC
23 services.

24 4.19 Collaborate with COUNTY staff and COUNTY'S contracted DR and FS services
25 staff who provide services to SSA PARTICIPANTS.

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1 5. SERVICES

2 FRC SERVICES

3 5.1 Case Management Team

4 5.1.1 The objectives of Case Management Team (CMT) services are as follows:

5 5.1.1.1 Increase collaboration among service providers by meeting on a
6 weekly basis to effectively coordinate PARTICIPANT services;

7 5.1.1.2 Encourage family attendance and participation in determining
8 their service needs;

9 5.1.1.3 Increase and facilitate resource linkages;

10 5.1.1.4 Improve individual and family functioning;

11 5.1.1.5 Decrease duplication of PARTICIPANT services; and

12 5.1.1.6 Foster the collaboration between the community, service
13 providers, and FRCs to address the needs of children and families.

14 5.1.2 The CMT consists of an integrated multidisciplinary team, comprised of
15 three (3) or more persons, trained and qualified to provide services. The CMT is responsible for
16 identifying the educational, health, or social service needs of a child, and child's family, and for
17 developing a plan to address these multiple needs as identified in Welfare and Institutions Code
18 section 18986.40. Participants of the CMT shall include FaCT funded and non-FaCT funded
19 representatives and subcontractors that would benefit the family.

20 5.1.3 CONTRACTOR shall provide CMT services for a minimum of seventy-
21 five (75) unduplicated FAMILIES annually. FRC CMT services include, but are not limited to:
22 identifying the educational, health, or social service needs of a child and child's family; developing
23 a plan to address these multiple needs; weekly reviews; team assessment; arranging and
24 coordinating appropriate services; monitoring effectiveness of services; evaluating the outcome of
25 services; and assigned clinician/intern, in conjunction with appropriate partners, will utilize
26 clinical skills and knowledge of the community in order to access resources that are best suited to
27 PARTICIPANT's needs. FRC CMT services shall include, but are not limited to, the following
28 components:

1 5.1.3.1 Assessment: The CMT Clinical Supervisor, based on input from
2 the CMT, shall complete an assessment of PARTICIPANTS' strengths and needs and community
3 resources available to PARTICIPANT.

4 5.1.3.2 Individual Treatment Plan: On the basis of the assessment in
5 Subparagraph 5.1.3.1, the CMT shall jointly develop an individualized treatment plan with the
6 PARTICIPANT that identifies priorities; desired outcomes; strategies; and resources to be used in
7 attaining the outcomes; follow up; and termination.

8 5.1.3.3 Reassessment: The CMT Clinical Supervisor and CMT shall
9 jointly reassess the PARTICIPANT's status in weekly clinical review of cases. CMT meetings
10 shall provide weekly evaluations and assessment for PARTICIPANTS.

11 5.1.3.4 Termination: The CMT Clinical Supervisor and CMT shall
12 jointly terminate the case from the CMT when the desired outcomes have been attained, the
13 PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

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

19 5.1.5 CONTRACTOR shall complete the CMT Tracking and Outcomes Log as
20 well as the required forms referenced in Subparagraph 4.17 of this Exhibit.

21 5.1.6 CONTRACTOR shall provide qualified CMT Clinical Supervisor staff, as
22 specified in Subparagraph 15.2 of this Exhibit.

23 5.2 Counseling Services

24 5.2.1 The objectives of Counseling Services are as follows:

25 5.2.1.1 Increase PARTICIPANT's coping skills;

26 5.2.1.2 Stabilize immediate crisis;

27 5.2.1.3 Increase access to social support systems;

28 5.2.1.4 Facilitate linkages to appropriate and needed treatment

1 programs (e.g., domestic violence, substance abuse, mental health, etc.);

2 5.2.1.5 Reduce risk of violence, abuse, and/or neglect in the home; and

3 5.2.1.6 Improve individual and family functioning.

4 5.2.2 CONTRACTOR shall utilize evidence-based practices to provide Crisis,
5 Individual, Family, and Group Counseling Services for a minimum of two hundred fifty (250)
6 sessions annually. A completed session of any modality shall be counted as one (1) session
7 regardless of number of PARTICIPANTS. A session shall be defined as a minimum of fifty (50)
8 minutes in length.

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

13 5.2.4 Service Requirements per Modality:

14 5.2.4.1 Crisis Counseling Services: The duration of Crisis Counseling
15 Services shall consist of a minimum of one (1) session and a maximum of three (3) sessions for
16 each PARTICIPANT. Crisis Counseling Services shall provide a brief term therapeutic approach
17 to include, but not be limited to, assessing the immediate crisis/trauma, helping the
18 PARTICIPANT identify and develop coping strategies, identifying the factors that led to the crisis
19 state, and restoring the PARTICIPANT to their previous level of functioning. CONTRACTOR
20 shall complete a clinical assessment around level of crisis stabilization at the end of service and a
21 transfer to additional counseling modalities may be offered as deemed necessary and clinically
22 indicated.

23 5.2.4.2 Individual Counseling Services: CONTRACTOR shall provide
24 Individual Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20)
25 sessions, for each PARTICIPANT. Individual Counseling sessions shall be offered to
26 PARTICIPANTS on a weekly basis. PARTICIPANTS shall receive counseling services to
27 strengthen their ability to improve individual functioning, explore healthy personal goal(s), and
28 strengthen social-emotional growth. Individual Counseling Service topics shall include, but are

1 not limited to: reducing risk of violence, exploring the cycle of abuse, self-control, parenting
2 issues, victimization, depression, anxiety, social and communication skills, and self-care to cope
3 with stress. Services shall include prevention and intervention, a psychosocial assessment and
4 evaluation of the PARTICIPANT, and development of treatment goal(s) focused on needs and
5 strengths of the PARTICIPANT.

6 5.2.4.3 Family Counseling Services: CONTRACTOR shall provide
7 Family Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20)
8 sessions, for each FAMILY. Family Counseling sessions may be weekly or daily, based on
9 PARTICIPANTS' needs. Family Counseling Services shall include, but not be limited to:
10 assessing PARTICIPANT's needs; providing emotional support; stabilizing immediate crisis;
11 developing goals for PARTICIPANTS; addressing parenting issues, cycle of abuse, and
12 victimization; enhancing family dynamics; and making appropriate linkages to all needed
13 treatment programs and social support systems.

14 5.2.4.4 Group Counseling Services: The duration of Group Counseling
15 Services shall consist of a minimum of four (4) group counseling series at a minimum of ninety
16 (90) minutes each in duration, with a six (6) week session minimum per series. PARTICIPANTS
17 may join at any point in time and will be considered as having successfully completed group
18 counseling after having attended six (6) sessions. CONTRACTOR shall provide group counseling
19 services in a variety of topics, as appropriate for the PARTICIPANTS, including, but not limited
20 to: Women or Men's Support Group, Stress and Anxiety Support Group, Wellness Group,
21 Children's Art Therapy Group, Post-PEP Group, social skills development, healthy relationships
22 and boundaries, relaxation and stress reduction, effective communication, self-esteem,
23 individual's self-identity, conflict resolution, goal setting, crisis management, coping skills, A
24 Window Between Worlds, and Seeking Safety. A Window Between Worlds uses an art curriculum
25 as a tool for healing and empowerment to those who have experienced violence and trauma.
26 Seeking Safety is an evidence-based modality for individuals experiencing Post Traumatic Stress
27 Disorder or trauma symptoms.

28 5.2.5 CONTRACTOR shall provide counseling services during FRC operating

1 hours. CONTRACTOR may also schedule evening hours at the request of the PARTICIPANTS.

2 5.2.6 CONTRACTOR shall provide qualified, bilingual Counselor staff as
3 specified in Subparagraph 15.4 of this Exhibit. Counselor staff and/or designee, as approved by
4 ADMINISTRATOR, shall attend all FRC's CMT meetings.

5 5.3 Differential Response

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

9 5.3.1 The objectives of DR Services are as follows:

10 5.3.1.1 Support the family while in crisis;

11 5.3.1.2 Collaborate with the COUNTY social worker and the family to
12 devise a plan that identifies resources in an effort to protect the children and preserve the family;

13 5.3.1.3 Assess the family's needs, stabilize immediate crisis, and
14 increase coping skills and family cohesiveness;

15 5.3.1.4 Develop a treatment plan to address individual and family needs
16 to be offered for a minimum of thirty (30) days;

17 5.3.1.5 Provide in-home services, as needed, to address positive
18 parenting skills, discipline, child development, and child health and safety; and

19 5.3.1.6 Present DR cases at the CMT.

20 5.3.2 DR services shall focus on a family centered approach to: maintain children
21 safely in the home; reduce entry into the child welfare system; serve as a support to families while
22 in crisis; assess safety concerns and family's willingness to participate; team home visit;
23 comprehensive family assessment; develop an individualized, needs based, and collaborative
24 service plan; make referrals to community resources as appropriate; create linkage to assistance
25 with service receipt; provide ongoing support; engage in advocacy; provide case management;
26 provide ongoing tracking; follow up with family; provide assistance in accessing community
27 resources; work with DR COUNTY social worker(s) to ensure appropriateness of service plan in
28 meeting goals while protecting children; and refer to CMT, facilitate attendance, and include, at

1 the family's request, extended family, non-family, and community leaders, such as
2 pastors/religious leaders as a long term support for family.

3 5.3.3 CONTRACTOR shall provide DR Services during FRC operating hours.
4 CONTRACTOR may also schedule evening hours at the request of the PARTICIPANTS.

5 5.4 Family Support Services

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

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

11 5.4.1.1 Support effective coordination of services among service
12 providers;

13 5.4.1.2 Promote knowledge of, and provide linkages, to resources,
14 services, and opportunities to improve self-sufficiency; and

15 5.4.1.3 Support families in following through with recommended
16 services.

17 5.4.2 CONTRACTOR shall provide Family Support Services for a minimum of
18 one hundred (100) unduplicated FAMILIES annually. Family Support Services are those services
19 responsible for assessing the strengths and meeting the multiple needs of a PARTICIPANT and
20 family; arranging, coordinating, monitoring, evaluating, and advocating for multiple services for
21 families; and linking PARTICIPANTS to resources, services, and opportunities. The Family
22 Support Advocate shall also teach and empower families to access community resources and
23 strengthen problem solving skills.

24 5.4.3 CONTRACTOR shall provide Family Support Services continuously
25 throughout the term of this Agreement during FRC operating hours or on evenings as required by
26 FAMILIES. CONTRACTOR shall provide Family Support Services for a minimum of thirty (30)
27 days per FAMILY.

28 5.4.4 CONTRACTOR shall provide Family Support Services in English and

1 Spanish, primarily at the FRC, in family's home, or at other community locations as agreed upon
2 by PARTICIPANT and FRC.

3 5.4.5 CONTRACTOR shall provide qualified, bilingual Family Support
4 Advocate staff as specified in Subparagraph 15.5 of this Exhibit.

5 5.5 Information and Referral Services

6 5.5.1 The objective of Information and Referral Services is to increase access to
7 community resources for families in need.

8 5.5.2 CONTRACTOR shall provide Information and Referral Services to a
9 minimum of two thousand (2,000) PARTICIPANTS annually.

10 5.5.3 Services include an assessment of need and referral services, including, but
11 not limited to, the following: emergency housing, emergency food, counseling, childcare,
12 substance abuse counseling and treatment, parenting education, utility assistance, health and
13 mental health treatment, education and job training, legal aid, and youth academic and recreation
14 services. Information and Referral Specialist shall collaborate with other community agencies by
15 receiving and referring PARTICIPANTS.

16 5.5.4 Information and Referral Specialist shall be stationed at the FRC reception
17 area as the first point of contact for walk-in and telephone/email inquiries during FRC operating
18 hours. Information and Referral Specialist shall follow-up with linked service provider to verify
19 linkages.

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

24 5.5.6 CONTRACTOR shall provide qualified, bilingual Information and Referral
25 Specialist staff as specified in Subparagraph 15.8 of this Exhibit.

26 5.6 Parenting Education

27 5.6.1 The objectives for Parent Education are as follows:

28 5.6.1.1 Provide social support;

1 5.6.1.2 Enhance coping skills;

2 5.6.1.3 Improve knowledge of child development; and

3 5.6.1.4 Improve knowledge of appropriate and effective discipline.

4 5.6.2 CONTRACTOR shall provide evidence-based parenting curriculum as
5 listed on the California Evidence Based Clearinghouse website (CEBC4CW.org). Elements of an
6 effective parenting education program shall improve parenting skills and family functioning by
7 teaching parents/caregivers about child development (e.g., developmental expectations), behavior
8 management (e.g., discipline techniques), and coping skills (e.g., communication and stress
9 management). As applicable, parenting education emphasis shall be placed on the prevention of
10 recurrence of maltreatment and/or shall address attachment, bonding, and traumatic loss issues.

11 5.6.3 CONTRACTOR shall provide Parenting Education services for a minimum
12 of thirty-two (32) unduplicated PARTICIPANTS annually.

13 5.6.4 CONTRACTOR shall provide a minimum of four (4) Parenting Education
14 series annually. Frequency and length of each parenting series will be based on selected evidence-
15 based curriculum.

16 5.6.5 Parenting Education services shall be provided continuously during the
17 term of this Agreement at dates and times convenient for PARTICIPANTS. Services shall be
18 offered at the FRC, schools, and other community locations as needed and approved by
19 ADMINISTRATOR. A minimum of one (1) class shall be offered at the FRC annually.

20 5.6.6 CONTRACTOR shall ensure completion of required paperwork when
21 providing parenting education to PARTICIPANTS receiving child welfare services, including, but
22 not limited to, verification of attendance, issuance of certificates of completion, and verbal and/or
23 written reports to COUNTY social workers.

24 5.6.7 CONTRACTOR shall provide parenting education in English and Spanish.

25 5.6.8 CONTRACTOR shall provide parenting instructors that are trained and
26 certified to provide the selected evidence-based curriculum.

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1 5.7 Personal Empowerment Program (Certified Domestic Violence Prevention and
2 Treatment Education Program)

3 5.7.1 The objectives of Personal Empowerment Program (PEP) are as follows:

4 5.7.1.1 Raise awareness of the various types of domestic violence and
5 its short and long term effects;

6 5.7.1.2 Develop or enhance safety plan for domestic violence victims;

7 5.7.1.3 Increase victim’s understanding of the effects domestic violence
8 has on children; and

9 5.7.1.4 Promote safety and permanency in homes and communities
10 through prevention efforts aimed at child abuse and domestic violence.

11 5.7.2 CONTRACTOR shall provide PEP services to a minimum of forty-five (45)
12 unduplicated PARTICIPANTS annually.

13 5.7.3 PEP services shall be an evidence-based ten (10) week educational support
14 program designed to help victims break the cycle of domestic violence through education on the
15 dynamics of domestic violence, effects of violence on victims and their children, and to help
16 victims protect children who live in domestic violence homes. Topics shall include, but not be
17 limited to, safety planning, boundaries, anger management, legal aspects of domestic violence,
18 working through denial, and maintaining healthy relationships.

19 5.7.4 CONTRACTOR shall provide PEP services continuously during the term
20 of this Agreement.

21 5.7.5 During the entire term of this agreement, PEP providers must be approved
22 by the PEP Program Collaborative of Orange County.

23 5.7.6 CONTRACTOR shall offer PEP services at the FRC and other community
24 locations at dates and times convenient for PARTICIPANTS and as approved by
25 ADMINISTRATOR. CONTRACTOR may refer PARTICIPANTS to attend PEP services at any
26 facilitated location that fits their language preference and schedule availability.

27 5.7.7 PEP instructors shall administer the FaCT-approved pre/post measurement
28 tools and enter the results into the FaCT database.

1 5.7.8 CONTRACTOR shall ensure completion of required paperwork when
2 providing PEP to PARTICIPANTS receiving child welfare services, including, but not be limited
3 to, verification of attendance, issuance of certificates of completion, and verbal and/or written
4 reports to COUNTY social workers.

5 5.8 Other Services: Out of School Time Program

6 5.8.1 CONTRACTOR shall provide Out of School Time (OST) services to
7 children ages five (5) through twelve (12) years with emotional literacy, academic support,
8 resiliency, and health and wellness, as identified by FRC staff.

9 5.8.2 CONTRACTOR shall provide OST services for a minimum of seventy-five
10 (75) unduplicated PARTICIPANTS annually. OST services shall provide PARTICIPANTS with
11 a safe and nurturing place during after-school and non-school hours. OST services shall include,
12 but not be limited to, the following: academic achievement, safe and healthy relationship
13 development, and critical life skills improvement.

14 5.8.3 CONTRACTOR shall provide OST services at locations approved by
15 ADMINISTRATOR.

16 FAMILY STABILIZATION (FS) SERVICES

17 5.9 FS Family Support Services

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

23 5.9.1 The objectives of FS Family Support Services are as follows:

24 5.9.1.1 Provide effective coordination of case planning among
25 CalWORKs case managers and other service providers;

26 5.9.1.2 Promote knowledge of and provide linkages to resources,
27 services, and opportunities to improve self-sufficiency; and

28 5.9.1.3 Support families in following-through with recommended

1 services.

2 5.9.2 CONTRACTOR shall provide FS Family Support Services to a minimum
3 of forty (40) FS FAMILIES annually, as referred by SSA.

4 5.9.3 CONTRACTOR shall offer FS Family Support Services at the FRC, in the
5 family's home, or other community location, based on FS FAMILY's needs.

6 5.9.4 CONTRACTOR shall provide qualified, bilingual FS Family Support
7 Advocate staff, as specified in Subparagraph 15.7 of this Exhibit and who shall co-locate at a
8 CalWORKs regional office a minimum one (1) day per week or as required by COUNTY.

9 5.10 FS Emergency Assistance

10 5.10.1 The objective of FS Emergency Assistance (EA) services is to assess and
11 assist FS FAMILIES who may be in crisis due to their inability to meet their basic needs.

12 5.10.2 CONTRACTOR shall provide FS EA services to a minimum of thirty (30)
13 FS FAMILIES annually.

14 5.10.3 FS EA services shall include an assessment of emergency needs. The
15 assessment shall be completed by the FS Family Support Advocate and include
16 recommendation(s) to meet the emergency needs of the FS FAMILY. Recommendations for use
17 of FS EA funds shall be in accordance with Subparagraph 6.4 of this Exhibit.

18 5.10.4 CONTRACTOR shall offer FS EA services at the FRC, in the family's
19 home, or other community locations, based on FS FAMILY's needs. Services shall be offered
20 during FRC hours of operation or at dates and times convenient for FS FAMILY. CONTRACTOR
21 shall provide FS EA services continuously throughout the term of this Agreement.

22 5.10.5 CONTRACTOR shall provide FS EA services that include an assessment
23 of the FS FAMILY's emergency needs. The assessment shall be completed by the FS Family
24 Support Advocate and include recommendation(s) to meet the emergency needs of the FS
25 FAMILY.

26 5.10.6 CONTRACTOR shall complete the required forms referenced in
27 Subparagraph 4.17 of this Exhibit and the FS EA Tracking Log.

28 5.10.7 CONTRACTOR shall provide qualified, bilingual FS Family Support

1 Advocate staff, as specified in Subparagraph 15.7 of this Exhibit.

2 5.11 FS Emergency Housing Assistance

3 5.11.1 The objective of FS Emergency Housing Assistance (EHA) services is to
4 assess and assist FS families in obtaining and/or maintaining housing. Funds may be disbursed in
5 increments based on FS FAMILY's need, urgency, and WTW participation.

6 5.11.2 CONTRACTOR shall provide FS EHA services to a minimum of thirty (30)
7 FS FAMILIES annually. FS FAMILIES must be participating in the CalWORKs FS Program and
8 experiencing a housing crisis that destabilizes the family and impairs the ability to participate in
9 WTW activities.

10 5.11.3 CONTRACTOR shall offer FS EHA services at the FRC, in the family's
11 home, or other community location, based on FS FAMILY's needs.

12 5.11.4 FS EHA services shall include an assessment of emergency housing needs.
13 The assessment shall be completed by the FS Family Support Advocate in consultation with
14 CalWORKs FS Case Manager, contracted provider or COUNTY designated staff and include
15 recommendation(s) to meet the emergency housing needs of FS FAMILY. The assessment and
16 recommendation(s) shall be completed and submitted to the FRC Coordinator within twenty-four
17 (24) hours. Recommendations for use of FS EHA funds shall be in accordance with Subparagraph
18 6.4 of this Exhibit.

19 5.11.5 CONTRACTOR shall primarily provide FS EHA services at the FRC and
20 other community locations, as needed. Services shall be offered during FRC hours of operation
21 or at dates and times convenient for FS FAMILIES. FS EHA funds for approved FS FAMILIES
22 shall be disbursed to the payee (i.e., landlord, property management, homeowner, etc.) within two
23 (2) business days. CONTRACTOR shall provide FS EHA services continuously throughout the
24 term of this Agreement.

25 5.11.6 CONTRACTOR shall complete the required forms referenced in
26 Subparagraph 4.17 of this Exhibit and the FS EHA Tracking Log.

27 5.11.7 CONTRACTOR shall provide qualified, bilingual FS Family Support
28 Advocate staff, as specified in Subparagraph 15.7 of this Exhibit.

1 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

2 In addition to providing the services described in Paragraph 5 of this Exhibit,
3 CONTRACTOR agrees to:

4 6.1 Provide a minimum of three (3) non-FaCT funded onsite services throughout the
5 term of this Agreement.

6 6.2 Provide ADMINISTRATOR a bi-annual detailed marketing plan for each
7 contracted service, and revise, if necessary, as requested by ADMINISTRATOR.

8 6.3 Actively engage the community, including local residents, faith-based groups,
9 businesses, public and private organizations, civic groups, and others in the planning and
10 implementation of services that promote the well-being, safety, and permanency of children,
11 families, and communities.

12 6.4 CONTRACTOR shall use EA funds to meet the basic needs of PARTICIPANTS
13 in support of services as described herein. Allowable costs include emergency food, emergency
14 clothing, diapers, medicine, bus tickets to access services, safety items, one-time rent payment
15 assistance, and one-time utility payment assistance. Other allowable costs are to be approved in
16 advance and in writing by ADMINISTRATOR. All purchases from EA funds in excess of one
17 hundred (\$100) dollars per PARTICIPANT must be requested in advance and in writing for
18 approval by ADMINISTRATOR. CONTRACTOR shall research available community resource
19 options prior to approving expenditures.

20 6.5 Develop a CEAC that shall meet a minimum of quarterly during the term of this
21 Agreement. CEAC shall develop and advance a community agenda to affect community level
22 change. The FRC will maintain a roster and a copy of minutes for all CEAC meetings. The
23 composition of CONTRACTOR's CEAC shall vary, depending on the specific goals of, and the
24 services to be provided by the FRC. CEAC shall consist of community members, such as parents,
25 youths, teachers, school community liaisons, businesses professionals, religious community
26 leaders, law enforcement, human and health service professionals, and city representatives. On an
27 annual basis, CEAC shall assess, survey, and identify community strengths and needs to advocate
28 for FRC services to meet community need; develop parent and youth leadership; and engage

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

7 6.6 Follow procedures provided by ADMINISTRATOR for reporting any special
8 incidents that occur during CONTRACTOR's performance of duties under this Agreement,
9 involving CONTRACTOR's staff, PARTICIPANTS, and/or property.

10 6.6.1 CONTRACTOR shall provide child care services at the FRC to children of
11 parents attending FRC programs during FRC operating hours, continuously throughout the term
12 of this Agreement, at dates and times convenient for PARTICIPANTS. Allowable costs include
13 direct child care services and purchases of cleaning supplies, snacks directly related to child care
14 services, activities, age appropriate toys, crafts, and games. Child care services shall be reimbursed
15 based on actual hours worked. CONTRACTOR shall provide child care staff that are at least
16 eighteen (18) years of age; possess a high school diploma or equivalent; have one (1) year of child
17 care experience; possession of, or ability to obtain a valid Pediatric CPR and First Aid Certification
18 prior to providing child care duties; and ability to deal with stressful situations.

19 7. FACILITIES

20 7.1 Newport Mesa FRC is located at:

21 307 Placentia Avenue, Suite 203

22 Newport Beach, CA 92663

23 7.2 Administrative services under this Agreement shall be provided at Newport Mesa
24 FRC and:

25 Human Options, Inc.

26 P.O. Box 53745

27 Irvine, CA 92619

28 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the
facility(ies) and location(s) where services shall be provided without changing COUNTY's

1 maximum obligation, referenced in Subparagraph 22.1 of this Agreement.

2 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

3 8.1 CONTRACTOR shall maintain data that includes the types and amounts of services
4 provided to each PARTICIPANT, assessment data, and key demographic items, including, but not
5 limited to: family identifier, family member identifier, ethnicity, date of birth, sex, referral
6 reason(s), services recommended, services provided, date service delivery begins, date service
7 delivery ends, status indicators [e.g., previous abuse reports, existing health problems], and
8 primary language spoken as determined by ADMINISTRATOR.

9 8.2 CONTRACTOR shall be responsible for the integrity of all data. This includes
10 ensuring all required PARTICIPANT and service data is entered and maintained in the FaCT
11 database. Data for services incurred in the preceding month shall be available for review prior to
12 the date of the regularly scheduled monthly steering committee meeting, or as requested by
13 ADMINISTRATOR. Data includes monthly service grids, quarterly assessment reports, and other
14 reports as required by ADMINISTRATOR.

15 8.3 FaCT utilizes a model developed by the Center for the Study of Social Policy called
16 “Strengthening Families” to frame outcomes and evaluation data. This model, which has been
17 identified as preventing child abuse and neglect identifies the following five (5) protective factors:

18 8.3.1 Provide concrete support in times of need;

19 8.3.2 Increase parental resilience;

20 8.3.3 Increase knowledge of parenting and child development;

21 8.3.4 Support the social and emotional competence of children; and

22 8.3.5 Build parents’ social connections.

23 8.4 Services provided at the FRC fall under one (1) or more of the protective factors.
24 FaCT core services have their own measurement tool that shall be administered and used to collect
25 data and entered into the FaCT database. The current FaCT database system is a web-based
26 PARTICIPANTS management system, managed by FaCT and its administrative contractor, which
27 provides contractual and outcome based reporting for each FRC. FRCs shall work closely with
28 ADMINISTRATOR to maximize utility and adhere to confidentiality within the data system.

1 FaCT shall provide technical assistance and training to the FRCs to ensure strong data collection
2 and outcome reporting.

3 8.5 Direct service staff shall be responsible for entering PARTICIPANT service and
4 outcome data for FaCT funded services into the FaCT database. These include, but are not limited
5 to, the following:

6 8.5.1 CMT Facilitator shall administer, collect, and enter the CMT tracking and
7 assessment tool;

8 8.5.2 Family Support Advocate shall administer, collect, and enter the Family
9 Development Matrix Tool(s);

10 8.5.3 Parenting Educator shall administer, collect, and enter the Parenting
11 Education Survey; and

12 8.5.4 Direct service provider shall administer, collect, and enter the Registration
13 Form.

14 8.6 In addition to the FaCT Registration form and/or FaCT Large Group Tracking form,
15 the following assessment tool(s) required for each core service include:

Core Service	Required Assessment Tool(s)
CMT	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

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21 8.7 The FRC Coordinator is responsible for ensuring data integrity and accurate data
22 collection. FRC Coordinator shall also ensure that the data is entered correctly into the FaCT data
23 system and within timelines required by ADMINISTRATOR. Service providers are responsible
24 for their own staff data collection, ensuring data integrity, and accurate submission to the FRC
25 Coordinator.

26 8.8 FRCs can administer COUNTY-approved measurement tools (e.g., tracking logs,
27 pre/post-tests, satisfaction surveys, etc.) to collect data on other services. ADMINISTRATOR
28 shall provide CONTRACTOR a minimum of ten (10) business day notice in the event a
measurement tool is changed.

1 8.9 The COUNTY measurement tools, referenced in Subparagraph 4.17 of this Exhibit
2 are subject to change based on program and evaluation needs as defined by ADMINISTRATOR.

3 9. REPORTS

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

7 9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the
8 twentieth (20th) day of each month for the preceding month of services. In the event the twentieth
9 (20th) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph 3.3 of
10 this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day.

11 9.2 CONTRACTOR shall complete the FaCT standardized Marketing Outreach Log
12 and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days
13 following the end of each quarter.

14 9.3 CONTRACTOR shall provide information deemed necessary by
15 ADMINISTRATOR to complete any state-required reports related to the services provided under
16 this Agreement.

17 10. GOALS AND OUTCOME OBJECTIVES

18 10.1 A minimum of ninety percent (90%) of counseling PARTICIPANTS will complete
19 a pre and post-test.

20 10.2 Family Support Advocate shall make efforts to contact one hundred percent (100%)
21 of PARTICIPANTS referred to CMT a minimum of three (3) business days prior to their scheduled
22 CMT to encourage attendance.

23 10.3 A minimum of ninety percent (90%) of participants receiving services at the FRC
24 will complete a FaCT FRC Satisfaction Survey.

25 11. UTILIZATION REVIEW

26 11.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-
27 annually to review and evaluate a random selection of family case records. The review may
28 include, but is not limited to, an evaluation of the necessity and appropriateness of services

1 provided and length of services. FAMILY cases to be reviewed shall be randomly selected by
2 ADMINISTRATOR and may include both open and closed cases.

3 11.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S
4 facility referenced in Paragraph 7 of this Exhibit, with date and time determined at
5 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback
6 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take
7 corrective action accordingly.

8 11.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and
9 Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve
10 differences of opinion regarding the necessity and appropriateness of services and length of
11 services, the dispute shall be submitted to COUNTY's Director of Children and Family Services
12 for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under
13 Paragraph 43 of this Agreement.

14 12. SUSTAINABILITY

15 12.1 CONTRACTOR agrees to demonstrate, throughout the term of this Agreement, the
16 ability to integrate multiple public, private, and collaborative partner funding sources.

17 12.2 CONTRACTOR must provide measurable goals that demonstrate resource
18 leveraging and in-kind partnerships and/or grants based on service gaps and identified needs,
19 specific to the community.

20 12.3 CONTRACTOR agrees to work with ADMINISTRATOR in order to pursue long-
21 term sustainability of CONTRACTOR's FaCT collaborative programs. This includes, but is not
22 limited to, participation in the following:

23 12.3.1 Assessment of long-term need for and reasonableness of FaCT
24 collaborative programs;

25 12.3.2 Training programs developed by or for FaCT;

26 12.3.3 Outreach activities initiated by FaCT staff or FaCT committees, as mutually
27 agreed by CONTRACTOR and ADMINISTRATOR;

28 12.3.4 Research of other public/private funding sources and opportunities;

1 12.3.5 Pursuit of linkages with other partners, as appropriate; and

2 12.3.6 Development of marketing and community education materials as mutually
3 agreed upon by CONTRACTOR and ADMINISTRATOR.

4 12.4 CONTRACTOR agrees to cooperate in these efforts, as well as independently
5 pursue opportunities to improve sustainability of their collaborative program. Independent
6 activities may include activities identified above as well as grant writing and engaging in
7 collaborative agreements with other integrated service initiatives.

8 13. MEETINGS AND TRAININGS

9 13.1 CONTRACTOR shall ensure the FRC Coordinator participates in meetings of all
10 FaCT FRC Coordinators for the purpose of information sharing, joint problem solving,
11 identification of Best Practices, development of common approaches to case management and
12 intake, training, and other related matters. Meetings will occur a minimum of one (1) time per
13 month. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
14 meeting date(s) and location(s).

15 13.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates in all
16 required trainings and/or meetings as identified by ADMINISTRATOR. ADMINISTRATOR will
17 provide CONTRACTOR with detailed information regarding training/meeting date(s) and
18 location(s).

19 13.3 Trainings eligible for reimbursement through this Agreement must be approved in
20 advance, in writing, by ADMINISTRATOR.

21 13.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings
22 presented or sponsored by COUNTY.

23 14. BUDGET

24 14.1 For the three (3) COUNTY fiscal years (July 1 through June 30) included during
25 the term of this Agreement, the maximum budget for services provided pursuant to Exhibit A of
26 this Agreement shall not exceed \$1,312,500.

27 14.2 In the event ADMINISTRATOR reduces the maximum obligation as stated in
28 Subparagraph 22.1 of this Agreement, CONTRACTOR and ADMINISTRATOR may mutually

1 agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

2 14.3 The budget specified in Subparagraph 14.4 below shall be for the period of July 1,
3 2020, through June 30, 2023. Each period shall be defined as follows:

4 14.3.1 Year One shall be for the period of July 1, 2020, through June 30, 2021.

5 14.3.2 Year Two shall be for the period of July 1, 2021, through June 30, 2022.

6 14.3.3 Year Three shall be for the period of July 1, 2022, through June 30, 2023.

7 14.4 The budget for services provided pursuant to Exhibit A of this Agreement is set
8 forth as follows:

<u>FRC Services</u>	YEAR ONE	YEAR TWO	YEAR THREE
Direct Service Costs ⁽¹⁾	\$ 330,334	\$ 330,334	\$ 330,334
Indirect Costs ⁽²⁾	\$ 19,666	\$ 19,666	\$ 19,666
Total FRC Services Expense:	\$ 350,000	\$ 350,000	\$ 350,000
<u>Family Stabilization Services</u>			
FS Direct Service Costs ⁽¹⁾	\$ 78,862	\$ 78,865	\$ 78,867
FS Indirect Costs ⁽²⁾	\$ 8,638	\$ 8,635	\$ 8,633
Total FS Services Expense:	\$ 87,500	\$ 87,500	\$ 87,500
TOTAL MAXIMUM OBLIGATION:	\$ 437,500	\$ 437,500	\$ 437,500

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

⁽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.

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.

14.7 In the event the budget shown in Subparagraph 14.4 of this Exhibit is modified, the modified budget shall remain in effect for the remainder of the 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 August 15, 2020, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing.

15. STAFF

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

<u>Position</u>	FTE ⁽¹⁾	Maximum Hourly Rate ⁽²⁾
FRC Services		
CMT Clinical Supervisor	0.025	\$28.37
Community Engagement Coordinator	0.40	\$21.38
Counselor	0.50	\$27.00
Family Support Advocate	2.00	\$20.57
FRC Coordinator	1.00	\$32.00
Information and Referral Specialist	1.00	\$17.00
FS Services		
FS Family Support Advocate	1.00	\$18.00

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

1 the amount of time (stated as a percentage) the position will be paid for under the terms of this
2 Agreement, regardless of the number of hours actually worked.

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

5 15.1 Recruitment Practices

6 15.1.1 CONTRACTOR shall use a formal recruitment plan, which complies with
7 federal and State employment and labor regulations. CONTRACTOR shall hire staff with the
8 education, language skills, and experience necessary to appropriately perform all functions as
9 described in this Agreement.

10 15.1.2 CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than
11 seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during
12 the term of this Agreement. For resignations, CONTRACTOR's notification shall include
13 employee's name, position title, date of resignation, a description of planned recruitment activities,
14 and the CONTRACTOR's contingency plan to cover services during the vacancy. For new hires,
15 CONTRACTOR's notification shall include candidate's resume or application, position title, and
16 date of hire.

17 15.1.3 The number of direct service bilingual staff proposed should include how
18 staffing will meet the needs of the community to be served.

19 15.1.4 CONTRACTOR may be required to submit employer's bilingual
20 certification criteria and/or test results to ADMINISTRATOR.

21 15.2 CMT Clinical Supervisor

22 15.2.1 Duties: A licensed clinician shall facilitate case management team group
23 process, ensure thorough assessment and linkages for families to resources, and ensure team and/or
24 staff members follow up on all mandated reporting requirements. Responsibilities include, but are
25 not limited to: verify and track attendance of required CMT members; ensure PARTICIPANT
26 confidentiality/release forms are signed by PARTICIPANT and CMT members; review the laws
27 of confidentiality and child and elder/dependent adult abuse reporting on an annual basis, and
28 ensure compliance for each case presented; ensure all CMT cases conferenced are multiple needs

1 cases (i.e., not just information and referral); facilitate weekly review of CMT cases, including a
2 thorough assessment of needs, treatment plan, follow up plan, and termination; provide and
3 coordinate ongoing cross-training to CMT on clinical training needs; ensure families are invited
4 to the CMT meetings; maintain weekly case logs and registration forms for each case conferenced
5 at CMT; complete standardized CMT assessment tools, ensuring COUNTY required CMT data is
6 accurately entered into FaCT database; and actively engage new collaborative partners and/or
7 other COUNTY agency representatives to conference cases that would benefit families.

8 15.2.2 Qualifications: A Licensed Clinical Social Worker, Marriage and Family
9 Therapist, or Licensed Clinical Psychologist. A minimum of one (1) year of group/meeting
10 facilitation experience and proficiency in English is required.

11 15.3 Community Engagement Coordinator

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

14 15.3.1 Duties: To assist in advocacy for the expansion of the FRC CEAC and
15 Youth Action Council programs and activities focusing on issues that affects the health, well-
16 being, and public safety of residents in the FRC community. Oversee community organizing,
17 volunteer recruitment and training, problem solving, and developing and implementing an
18 outreach plan. In addition, support the efforts of local programs to explore donation and service
19 opportunities for the FRC; develop and promote FRC volunteer project activities; develop and
20 maintain regular contact with community organizations; coordinate and communicate with FRC
21 Coordinator, attend all required meetings and trainings, administer FaCT-approved measurement
22 tools, and enter the results into the FaCT database.

23 15.3.2 Qualifications:

24 Option One (1): An Associate's degree or sixty (60) college units in human
25 services or related field from an accredited college/university; one (1) year of experience,
26 including leadership/supervisory experience, providing direct services to the target population;
27 capable of relating well to individuals from diverse backgrounds, cultures, varied income, and
28 education levels; and computer competency. Proficiency in English is required. Based on

1 community need, bilingual proficiency may be required; or

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

7 15.4 Counselor

8 15.4.1 Duties: The counselor shall: provide therapy, including assessment,
9 treatment planning, termination, and documentation; communicate applicable case related
10 information to SSA staff, as requested; and complete FaCT designated measurement tools and
11 enter all required data into the FaCT database.

12 15.4.2 Qualifications: Licensed clinician or an intern registered with the State of
13 California Department of Consumer Affairs, Board of Behavioral Sciences (BBS). All interns
14 must be receiving direct clinical supervision in accordance with BBS requirements. Proficiency
15 in English is required. Based on community need, bilingual proficiency may be required.

16 15.5 Family Support Advocate

17 15.5.1 Duties: Responsible for serving all Family Support Services referrals.
18 Services shall include, but not limited to: assessing family strengths and needs; linkages to
19 resources; case planning; in-home services; communicating applicable case related information to
20 SSA staff, as requested; compiling and maintaining records; preparing reports; presenting cases at
21 CMT meetings; completing FaCT designated measurement tools and entering all required data
22 into the FaCT database; and attending all required FaCT meetings and trainings.

23 15.5.2 Qualifications:

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

27 Option Two (2): A minimum of three (3) years of experience providing
28 direct services to the target population. Proficiency in English is required. Based on community

1 need, bilingual proficiency may be required.

2 15.6 FRC Coordinator

3 15.6.1 Duties: FRC Coordinator's work schedule shall be consistent with FRC
4 operating hours and their workspace shall be located at the FRC. Perform a variety of
5 administrative functions, including: coordinate service providers; supervise FRC staff; oversee the
6 day-to-day operation of the FRC; compile statistical and financial data for various reports;
7 facilitate community involvement in the CEAC; coordinate governance and policy procedure
8 development; coordinate training opportunities for staff; prepare and monitor program budget;
9 perform outreach to community businesses and schools; market FRC services within the
10 community; initiate outreach to new partners and service providers; address public inquiries
11 regarding services, procedures, operations and regulations; facilitate FRC partners and staff
12 meetings and ensure completion of meeting minutes; complete all required documentation; attend
13 required FaCT meetings and trainings; and perform related duties as assigned.

14 15.6.2 Qualifications:

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

22 Option Two (2): A minimum of five (5) years of experience providing
23 direct services to the target population; capable of relating well to individuals from diverse
24 backgrounds, cultures, varied income, and education levels; leadership and/or supervisory
25 experience; ability to work successfully in a collaborative environment; attention to detail; and
26 computer competency. Proficiency in English is required. Based on community need, bilingual
27 proficiency may be required.

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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.

15.8 Information and Referral Specialist

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

15.8.2 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). Proficiency in English is required. Based on community need, bilingual proficiency may be required.

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