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1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

4. DESCRIPTION OF SERVICES, STAFFING

1           4.1 CONTRACTOR agrees to provide those services, facilities, equipment  
2 and supplies as described in the Exhibit "A" to the Agreement between County  
3 of Orange and Corbin Family Resource Center (FRC), for the Provision of  
4 Services Promoting Safe and Stable Families Services, attached hereto and  
5 incorporated herein by reference. CONTRACTOR shall operate continuously  
6 throughout the term of this Agreement with the number and type of staff  
7 described and as required for provision of services hereunder.

8           4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR  
9 may require changes in staffing allocations to reflect current workload  
10 demands or service needs as long as COUNTY's maximum obligation as set forth  
11 in this Agreement is not exceeded.

12           4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send  
13 appropriate staff to attend an orientation session and subsequent training  
14 sessions given by COUNTY.

15           5.    LICENSES AND STANDARDS

16           5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
17 required by the laws of the United States, State of California, County of  
18 Orange and all other appropriate governmental agencies to perform the services  
19 described in this Agreement, and agrees to maintain these licenses and permits  
20 in effect for the duration of this Agreement. Further, CONTRACTOR warrants  
21 that its employees shall conduct themselves in compliance with such laws and  
22 licensure requirements including, without limitation, compliance with laws  
23 applicable to sexual harassment and ethical behavior.

24           5.2 In the performance of this Agreement, CONTRACTOR shall comply,  
25 unless waived in whole or in part by ADMINISTRATOR, with all applicable  
26 provisions of the California Welfare and Institutions Code (WIC); Title 45 of  
27 the Code of Federal Regulations (CFR); Federal Office of Management and Budget  
28 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all

1 applicable laws and regulations of the United States, State of California,  
2 County of Orange Social Services Agency and all administrative regulations,  
3 rules and policies adopted thereunder as each and all may now exist or be  
4 hereafter amended.

5 5.2.1 For Federally funded Agreements in the amount of \$25,000  
6 or more, CONTRACTOR certifies that its officers and/or principals are not  
7 debarred or suspended from Federal financial assistance programs and/or  
8 activities.

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

14 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

15 6.1 Delegation and Assignment:

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

25 6.2 Subcontracts:

26 CONTRACTOR shall not subcontract for services under this Agreement  
27 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents  
28 in writing to a subcontract, in no event shall the subcontract alter, in any

1 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
2 be in writing and copies of same shall be provided to ADMINISTRATOR.  
3 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
4 require.

5 6.2.1 Subcontracts of \$25,000 or less:

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

14 6.2.2 Subcontracts in excess of \$25,000:

15 CONTRACTOR shall develop and submit for approval to  
16 ADMINISTRATOR a system for the procurement of subcontracts with any  
17 organization in which the total cumulative cost of services provided by any  
18 single organization is anticipated to exceed twenty-five thousand dollars  
19 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed  
20 procurement system shall take into consideration such factors as: degree of  
21 price competition; pricing policies and techniques; experience and quality of  
22 service; methods of evaluating subcontractor responsibility; relationship of  
23 subcontractor to CONTRACTOR; and planning, award, and post-award management of  
24 subcontracts, including internal audit procedures and monitoring of  
25 subcontractor's performance until completion of services.

26 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed  
27 procurement system, CONTRACTOR shall comply with such procurement system in  
28 obtaining subcontracts with a total cost in excess of twenty-five thousand



1 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR  
2 shall obtain ADMINISTRATOR's written consent prior to entering into a  
3 subcontract with any organization when the total cumulative cost of services  
4 to be provided by that organization is anticipated to exceed twenty-five  
5 thousand dollars (\$25,000) during the term of this Agreement.

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

12 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

13 7.1 Form of Business Organization:

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

18 7.1.1 The form of CONTRACTOR's business organization, i.e.,  
19 proprietorship, partnership, corporation, etc.

20 7.1.2 A detailed statement indicating the relationship of  
21 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
22 individual.

23 7.1.3 A detailed statement indicating the relationship of  
24 CONTRACTOR to any subsidiary business organization or to any individual who  
25 may be providing services, supplies, material or equipment to CONTRACTOR or in  
26 any manner does business with CONTRACTOR under this Agreement.

27 7.2 Change in Form of Business Organization:

28 ///

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

8           7.3 Real Property Disclosure:

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

14           7.3.1 The location by street address and city of any such real  
15 property.

16           7.3.2 The fair market value of any such real property as such  
17 value is reflected on the most recently issued County Tax Collector's tax  
18 bill.

19           7.3.3 A detailed description of all existing and pending  
20 agreements, with respect to the use or occupation of any such real property.  
21 Such description shall include, but not be limited to:

22           7.3.3.1 The term duration of any rental, lease or  
23 license agreement;

24           7.3.3.2 The amount of monetary consideration to be  
25 paid to the lessor or licensor over the term of the rental, lease or license  
26 agreement;

27           7.3.3.3 The type and dollar value of any other  
28 consideration to be paid to the lessor or licensor; and

1                   7.3.3.4     The full names and addresses of all parties  
2 to any agreement concerning the real property and a listing of liens (if any)  
3 thereof, together with a listing by full names and addresses of all officers,  
4 directors and stockholders of any private corporation, and a similar listing  
5 of all general and limited partners of any partnership which is a party.

6                   7.3.4     A listing by full names of all of CONTRACTOR's officers,  
7 directors and/or partners, members of its administrative and advisory boards,  
8 staff and consultants, who have any family relationship by marriage or blood  
9 with a party to any agreement concerning real property referred to in  
10 Subparagraph 7.3.3, immediately above, or who have any present or future  
11 financial interest in such person's business, whether the entity concerned is  
12 a corporation or partnership. Such listing shall also include the full names  
13 of all of CONTRACTOR's officers, directors, partners and those holding a  
14 financial interest. Included are members of its advisory boards, members of  
15 its staff and consultants, who have any family relationship by marriage or  
16 blood to an officer, director, or stockholder of the corporation or to any  
17 partner of the partnership. In preparing the latter listing, CONTRACTOR shall  
18 also indicate the names of the officers, directors, stockholders, or  
19 partner(s), as appropriate, and the family relationship which exists between  
20 such person(s) and CONTRACTOR's representatives listed.

21                   7.3.5     True and correct copies of all agreements with respect to  
22 any such real property shall be appended to the affidavit described above and  
23 made a part thereof. If, during the term of this Agreement, there is a change  
24 in the agreement(s) with respect to real property where persons receive  
25 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,  
26 describing such changes.

27     8.     NON-DISCRIMINATION

28     ///

1           8.1 In the performance of this Agreement, CONTRACTOR agrees that it  
2 shall not engage nor employ any unlawful discriminatory practices in the  
3 admission of clients, provision of services or benefits, assignment of  
4 accommodations, treatment, evaluation, employment of personnel or in any other  
5 respect on the basis of race, religious creed, color, national origin,  
6 ancestry, physical disability, mental disability, medical condition, genetic  
7 information, marital status, sex, gender, gender identity, gender expression,  
8 age, sexual orientation, military and veteran status or any other protected  
9 group in accordance with the requirements of all applicable Federal or State  
10 laws.

11           8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which  
12 meets the lawful and applicable requirements of the U.S. Department of Health  
13 and Human Services.

14           8.3 CONTRACTOR shall furnish any and all information requested by  
15 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
16 books, records and accounts in order to ascertain CONTRACTOR's compliance with  
17 Paragraph 8 et seq.

18           8.4 CONTRACTOR shall comply with Executive Order 11246, entitled  
19 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
20 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

21           8.5 Non-Discrimination in Employment:

22           8.5.1 All solicitations or advertisements for employees placed  
23 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
24 receive consideration for employment without regard to race, religious creed,  
25 color, national origin, ancestry, physical disability, mental disability,  
26 medical condition, genetic information, marital status, sex, gender, gender  
27 identity, gender expression, age, sexual orientation, military and veteran  
28 status or any other protected group in accordance with the requirements of all

1 applicable Federal or State laws. Notices describing the provisions of the  
2 equal opportunity clause shall be posted in a conspicuous place for employees  
3 and job applicants.

4 8.5.2 CONTRACTOR shall refer any and all employees desirous of  
5 filing a formal discrimination complaint to:

6 California Department of Social Services

7 Public Inquiry and Response Bureau

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

9 Sacramento, CA 94244-2430

10 Telephone: (800) 952-5253

11 (800) 952-8349 (For the hard of hearing)

12 8.6 Non-Discrimination in Service Delivery:

13 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the  
14 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
15 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
16 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of  
17 the Americans with Disabilities Act of 1990; California Civil Code Section 51  
18 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,  
19 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;  
20 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,  
21 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section  
22 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption  
23 Act of 1996; and other applicable Federal and State laws, as well as their  
24 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7  
25 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal  
26 Employment Opportunity, Affirmative Action and Nondiscrimination as each may  
27 now exist or be hereafter amended. CONTRACTOR shall not implement any  
28 administrative methods or procedures which would have a discriminatory effect

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

7 8.6.2 CONTRACTOR shall provide any and all clients desirous of  
8 filing a formal complaint any and all information as appropriate:

9 8.6.2.1 Pamphlet: "Your Rights Under California  
10 Welfare Programs" (PUB 13)

11 8.6.2.2 Discrimination Complaint Form

12 8.6.2.3 Civil Rights Contacts:

13 County Civil Rights Contact:

14 Orange County Social Services Agency

15 Program Integrity

16 Attn: Civil Rights Coordinator

17 P.O. Box 22001

18 Santa Ana, CA 92702-2001

19 Telephone: (714) 438-8877

20 State Civil Rights Contact:

21 California Department of Social Services

22 Civil Rights Bureau

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

24 Sacramento, CA 94244-2430

25 Federal Civil Rights Contact:

26 U.S. Department of Health and Human Services

27 Office of Civil Rights

28 50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. NOTICES

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

COUNTY: County of Orange Social Services Agency  
Contract Services  
500 N. State College Blvd.  
Orange, CA 92868-1600

CONTRACTOR: Corbin Family Resource Center  
c/o Children’s Bureau of Southern California  
50 South Anaheim Blvd., Suite 241  
Anaheim, CA 92805-2900

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

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees,

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

11 12. INSURANCE

12 12.1 Prior to the provision of services under this Agreement,  
13 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
14 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
15 endorsements required herein, necessary to satisfy COUNTY that the insurance  
16 provisions of this Agreement have been complied with, and to keep such  
17 insurance coverage and the certificates therefore on deposit with  
18 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall  
19 ensure that all subcontractors performing work on behalf of Contractor  
20 pursuant to this Agreement shall be covered under Contractor's insurance as an  
21 Additional Insured or maintain insurance subject to the same terms and  
22 conditions as set forth herein for Contractor. Contractor shall not allow  
23 subcontractors to work if subcontractors have less than the level of coverage  
24 required by County from Contractor under this Agreement. It is the obligation  
25 of Contractor to provide notice of the insurance requirements to every  
26 subcontractor and to receive proof of insurance prior to allowing any  
27 subcontractor to begin work. Such proof of insurance must be maintained by  
28 ///



1 Contractor through the entirety of this Agreement for inspection by County  
2 representative(s) at any reasonable time.

3 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
4 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
5 to the same terms and conditions as set forth herein for CONTRACTOR.

6 12.3 All self-insured retentions (SIRs) and deductibles shall be  
7 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
8 apply, indicate this on the Certificate of Insurance with a zero (0) by the  
9 appropriate line of coverage. Any SIR or deductible in an amount in excess of  
10 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by  
11 the County Executive Office (CEO)/Office of Risk Management upon review of  
12 CONTRACTOR's current audited financial report.

13 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
14 the full term of this Agreement, COUNTY may terminate this Agreement.

15 12.5 Qualified Insurer:

16 12.5.1 The policy or policies of insurance required herein must  
17 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's  
18 Rating) and VIII (Financial Size Category as determined by the most current  
19 edition of the Best's Key Rating Guide/Property-Casualty/United States or  
20 ambest.com). It is preferred, but not mandatory, that the insurer be licensed  
21 to do business in the state of California (California Admitted Carrier).

22 12.6 If the insurance carrier does not have an A.M. Best Rating of A-  
23 /VIII, the CEO/Office of Risk Management retains the right to approve or  
24 reject a carrier after a review of the company's performance and financial  
25 rating.

26 12.7 The policy or policies of insurance maintained by CONTRACTOR shall  
27 provide the minimum limits and coverage as set forth below:

28 ///

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Children's Bureau of Southern California (CB); Human Options, Inc. (HO); Orange County Children's Therapeutic Arts Center, (OCCTAC), and The Raise Foundation (RF)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	CB, HO, OCCTAC, and RF
Workers' Compensation	Statutory	CB, HO, OCCTAC, and RF
Employer's Liability Insurance	\$1,000,000 per occurrence	CB, HO, OCCTAC, and RF
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	CB and HO
Sexual Misconduct Liability	\$1,000,000 per occurrence	CB, HO, OCCTAC, and RF

12.8 Required Coverage Forms:

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

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

12.9 Required Endorsements:

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

1                   12.9.1.1     An Additional Insured endorsement using ISO  
2 form CG 2010 or CG 2033 or a form at least as broad naming the County of  
3 Orange, its elected and appointed officials, officers, employees, agents as  
4 Additional Insureds.

5                   12.9.1.2     A primary non-contributing endorsement  
6 evidencing that CONTRACTOR's insurance is primary and any insurance or self-  
7 insurance maintained by the County of Orange shall be excess and non-  
8 contributing.

9                   12.10 All insurance policies required by this Agreement shall waive all  
10 rights of subrogation against the County of Orange, its elected and appointed  
11 officials, officers, agents and employees when acting within the scope of  
12 their appointment or employment.

13                  12.11 CONTRACTOR shall notify County in writing within thirty (30) days'  
14 of any policy cancellation and ten (10) days for non-payment of premium and  
15 provide a copy of the cancellation notice to County. Failure to provide  
16 written notice of cancellation may constitute a material breach of the  
17 contract, upon which the County may suspend or terminate this Agreement.

18                  12.12 If CONTRACTOR's Professional Liability policy is a "claims made"  
19 policy, CONTRACTOR shall agree to maintain professional liability coverage for  
20 two (2) years following completion of this Agreement.

21                  12.13 The Commercial General Liability policy shall contain a  
22 severability of interests clause also known as a "separation of insureds"  
23 clause (standard in the ISO CG 0001 policy).

24                  12.14 Insurance certificates should be mailed to COUNTY at the address  
25 indicated in Paragraph 9 of this Agreement.

26                  12.15 If CONTRACTOR fails to provide the insurance certificates and  
27 endorsements within seven (7) days of notification by CEO/County Procurement  
28 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

1           12.16 COUNTY expressly retains the right to require CONTRACTOR to  
2 increase or decrease insurance of any of the above insurance types throughout  
3 the term of this Agreement. Any increase or decrease in insurance will be as  
4 deemed by County of Orange Risk Manager as appropriate to adequately protect  
5 COUNTY.

6           12.17 COUNTY shall notify CONTRACTOR in writing of changes in the  
7 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
8 certificates of insurance and endorsements with COUNTY incorporating such  
9 changes within thirty (30) days of receipt of such notice, this Agreement may  
10 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
11 entitled to all legal remedies.

12           12.18 The procuring of such required policy or policies of insurance  
13 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
14 fulfill the indemnification provisions and requirements of this Agreement, nor  
15 act in any way to reduce the policy coverage and limits available from the  
16 insurer.

17   13.   NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

18           CONTRACTOR shall report to COUNTY:

19           13.1 Any accident or incident relating to services performed under this  
20 Agreement which involves injury or property damage which may result in the  
21 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report  
22 shall be made in writing within twenty-four (24) hours of occurrence.

23           13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
24 from or related to services performed by CONTRACTOR under this Agreement.  
25 Such report shall be submitted to COUNTY within twenty-four (24) hours of  
26 occurrence.

27    ///

28    ///

1           13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
2 property. Such report shall be submitted to COUNTY within twenty-four (24)  
3 hours of occurrence.

4           13.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
5 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
6 under the term of this Agreement. Such report shall be submitted to COUNTY  
7 within twenty-four (24) hours of occurrence.

8           14. CONFLICT OF INTEREST

9           14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
10 any actions or conditions that could result in a conflict with the best  
11 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,  
12 agents, relatives, subcontractors, and third parties associated with  
13 accomplishing the work hereunder.

14           14.2 CONTRACTOR's efforts shall include, but not be limited to,  
15 establishing precautions to prevent its employees or agents from making,  
16 receiving, providing, or offering gifts, entertainment, payments, loans, or  
17 other considerations which could be deemed to appear to influence individuals  
18 to act contrary to the best interests of COUNTY.

19           15. ANTI-PROSELYTISM PROVISION

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

24           16. SUPPLANTING GOVERNMENT FUNDS

25           CONTRACTOR shall not supplant any Federal, State or COUNTY funds  
26 intended for the purposes of this Agreement with any funds made available  
27 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY  
28 for, or apply sums received from COUNTY with respect to, that portion of its

1 obligations which have been paid by another source of revenue. CONTRACTOR  
2 agrees that it shall not use funds received pursuant to this Agreement, either  
3 directly or indirectly, as a contribution or compensation for purposes of  
4 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY  
5 program without prior written approval of ADMINISTRATOR.

6 17. EQUIPMENT

7 17.1 All items purchased with funds provided under this Agreement, or  
8 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of  
9 at least five thousand dollars (\$5,000), including sales tax, shall be  
10 considered Capital Equipment. Title to all Capital Equipment shall, upon  
11 purchase, vest and remain in COUNTY. The use of such items of Capital  
12 Equipment is limited to the performance of this Agreement. Upon the  
13 termination of this Agreement, CONTRACTOR shall immediately return any items  
14 of Capital Equipment to COUNTY or its representatives, or dispose of them in  
15 accordance with the directions of ADMINISTRATOR.

16 CONTRACTOR further agrees to the following:

17 17.1.1 To maintain all items of Capital Equipment in good  
18 working order and condition, normal wear and tear excepted.

19 17.1.2 To label all items of Capital Equipment, do periodic  
20 inventories as required by ADMINISTRATOR and to maintain an inventory list  
21 showing where and how the Capital Equipment is being used, in accordance with  
22 procedures developed by ADMINISTRATOR. All such lists shall be submitted to  
23 ADMINISTRATOR within ten (10) days of any request therefore.

24 17.1.3 To report in writing to ADMINISTRATOR immediately after  
25 discovery, the loss or theft of any items of Capital Equipment. For stolen  
26 items, the local law enforcement agency must be contacted and a copy of the  
27 police report submitted to ADMINISTRATOR.

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1           17.1.4 To purchase a policy or policies of insurance covering  
2 loss or damage to any and all Capital Equipment purchased under this  
3 Agreement, in the amount of the full replacement value thereof, providing  
4 protection against the classification of fire, extended coverage, vandalism,  
5 malicious mischief and special extended perils (all risks) covering the  
6 parties' interests as they appear.

7           17.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
8 requested in writing, shall require the prior written approval of  
9 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are  
10 appropriate and directly related to CONTRACTOR's service or activity under the  
11 terms of this Agreement. COUNTY may refuse reimbursement for any costs  
12 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,  
13 if prior written approval has not been obtained from ADMINISTRATOR.

14           17.3 Personal Computer Equipment:

15           No personal computers and/or personal electronic devices, such as  
16 tablets, smart phones, and laptop computers, or any component thereof, may be  
17 purchased with funds provided under this Agreement, regardless of purchase  
18 price, without prior written approval of ADMINISTRATOR. Any such purchase  
19 shall be in accordance with specifications provided by ADMINISTRATOR, be  
20 subject to the same inventory control conditions specified in Subparagraphs  
21 17.1.1 to 17.1.4 and, at the sole discretion of ADMINISTRATOR, become the  
22 property of COUNTY upon termination of this Agreement.

23           18. BREACH SANCTIONS

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

1           18.1 Afford CONTRACTOR a time period within which to cure the breach,  
2 which period shall be established by ADMINISTRATOR; and/or

3           18.2 Discontinue reimbursement to CONTRACTOR for and during the period  
4 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
5 later recovery; and/or

6           18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
7 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

10       19. DESIGNATED LEAD AGENCY

11           19.1 Each of the Contractor Partner Agencies agrees that Children's  
12 Bureau of Southern California (CB) shall serve as the designated lead agent on  
13 behalf of the CONTRACTOR, with authority to present claims to COUNTY on behalf  
14 of each of the Contractor Partner Agencies for services delivered by each of  
15 them pursuant to this Agreement. As designated lead agent, CB, shall receive  
16 the claims from each of the other Contractor Partner Agencies on a monthly  
17 basis and shall submit these claims, along with its own monthly claim,  
18 pursuant to Paragraph 20 herein. Claims submitted to COUNTY by the designated  
19 lead agent shall clearly identify the services that were performed by  
20 Contractor Partner Agencies. Any and all payments to be made by COUNTY  
21 pursuant to this Agreement shall be made payable to the designated lead agent.  
22 The designated lead agent shall thereafter disburse payment as appropriate to  
23 the Contractor Partner Agencies. Each of the Contractor Partner Agencies  
24 agrees that COUNTY's disbursement of payment to the designated lead agent  
25 shall satisfy COUNTY's payment obligation under this Agreement.

26           19.2 As the designated lead agent, CB shall also be responsible for  
27 activities that include but are not limited to the following:

28               19.2.1 Oversight of FRC services;



- 1                   19.2.2    Employment and supervision of the FRC Coordinator;
- 2                   19.2.3    Facilitating established meetings for Contractor Partner
- 3 Agencies and generating meeting minutes;
- 4                   19.2.4    Coordinating a minimum of weekly case management
- 5 meetings;
- 6                   19.2.5    Collecting and maintaining complete documentation for
- 7 invoices from Contractor Partner Agencies;
- 8                   19.2.6    Overseeing the collection, maintenance, and management of
- 9 FRC data including outcome measurements from Contractor Partner Agencies;
- 10                  19.2.7    Generating monthly reports (i.e. Service Grids) in
- 11 accordance with Paragraph 38 of this Agreement and Exhibit Paragraph 9 for
- 12 submission to COUNTY;
- 13                  19.2.8    Reimbursing FaCT-funded Contractor Partner Agencies for
- 14 FaCT-funded services rendered prior to invoicing COUNTY;
- 15                  19.2.9    Generating modification requests on the FRC's behalf for
- 16 submission to COUNTY;
- 17                  19.2.10   Collecting information from Contractor Partner Agencies
- 18 and generating a monthly FRC activity calendar;
- 19                  19.2.11   Coordinating FRC sustainability efforts referenced in
- 20 Exhibit "A", Subparagraph 11 of this Agreement;
- 21                  19.2.12   Ensuring all Contractor Partner Agencies are current on
- 22 required documentation (e.g., insurance certificates, copies of
- 23 resumes/applications, independent audits);
- 24                  19.2.13   Ensuring all Non-FaCT Funded Partner Agency(ies) have a
- 25 current agreement with the FRC and provide copies of agreements to COUNTY upon
- 26 request;
- 27                  19.2.14   Facilitating collaborative activities, services, and
- 28 programs to ensure effective service delivery;

1           19.2.15 Maintaining complete and accurate records of all  
2 financial and outcome measurement data for the FRC;

3           19.2.16 Attending required FaCT meetings and mandatory trainings;  
4 and

5           19.2.17 Maintaining the integrity of the FaCT database and other  
6 reports as necessary.

7       20.   PAYMENTS

8           20.1 Maximum Contractual Obligation:

9           The maximum obligation of COUNTY under this Agreement shall not  
10 exceed the amount of \$1,500,000: The amount of \$300,000 for July 1, 2015  
11 through June 30, 2016; the amount of \$300,000 for July 1, 2016 through June  
12 30, 2017; the amount of \$300,000 for July 1, 2017 through June 30, 2018; the  
13 amount of \$300,000 for July 1, 2018 through June 30, 2019; and the amount of  
14 \$300,000 for July 1, 2019 through June 30, 2020 or actual allowable costs,  
15 whichever is less.

16          20.2 Allowable Costs:

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

24          20.3 Claims:

25           20.3.1 CONTRACTOR shall submit monthly claims to be received by  
26 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
27 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
28 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the

1 claim the next business day. COUNTY holidays include New Year's Day, Martin  
2 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
3 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
4 Friday after Thanksgiving, and Christmas Day.

5 20.3.2 All claims must be submitted on a form approved by  
6 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
7 source documents with the monthly claim, including, inter alia, a monthly  
8 statement of services, general ledgers, supporting journals, time sheets,  
9 invoices, canceled checks, receipts, and receiving records, some of which may  
10 be required to be copied. Source documents that CONTRACTOR must submit shall  
11 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
12 shall retain all financial records in accordance with Paragraph 25 (Records,  
13 Inspections, and Audits) of this Agreement.

14 20.3.3 Payments should be released by COUNTY within a reasonable  
15 time period of approximately thirty (30) days after receipt of a correctly  
16 completed claim form and required supporting documentation.

17 20.3.4 Year End and Final Claims:

18 20.3.4.1 CONTRACTOR shall submit a final claim for  
19 each COUNTY fiscal year, July 1 through June 30, covered under the term of  
20 this Agreement as stated in Paragraph 1, by no later than August 30<sup>th</sup> of each  
21 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> of each  
22 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not  
23 be reimbursed. ADMINISTRATOR may modify the date that which the final claim  
24 per each COUNTY fiscal year must be received, upon written notice to  
25 CONTRACTOR.

26 20.3.4.2 The basis for final settlement shall be the  
27 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or 48  
28 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to

1 this Agreement; limited, however, to the maximum obligation of COUNTY. In the  
2 event that any overpayment has been made, COUNTY may offset the amount of the  
3 overpayment against the final payment. In the event overpayment exceeds the  
4 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)  
5 business days of notice from COUNTY. Nothing herein shall be construed as  
6 limiting the remedies of COUNTY in the event an overpayment has been made.

7 21. OVERPAYMENTS

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

21 22. OUTSTANDING DEBT

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

25 23. FINAL REPORT

26 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report  
27 within sixty (60) days after the termination of this Agreement, which shall  
28 summarize the activities and services provided by CONTRACTOR during the term

1 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing  
2 to modify the date upon which the final report must be submitted.

3 24. INDEPENDENT AUDIT

4 24.1 CONTRACTOR shall employ a licensed certified public accountant who  
5 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of  
6 related expenditures during the term of this Agreement in compliance with the  
7 OMB Circular A-133, Audits of States, Local Governments and Non-Profit  
8 Organizations. The audit must be performed in accordance with generally  
9 accepted government auditing standards and OMB Circular A-122. CONTRACTOR  
10 shall cooperate with COUNTY, State and/or Federal agencies to ensure that  
11 corrective action is taken within six (6) months after issuance of all audit  
12 reports with regard to audit exceptions.

13 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle  
14 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies  
15 of organization-wide audits for each of the fiscal cycles corresponding with  
16 the term of this Agreement. CONTRACTOR shall provide each audit within  
17 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to  
18 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny  
19 payment under this or any subsequent Agreement with CONTRACTOR until such time  
20 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may  
21 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

22 25. RECORDS, INSPECTIONS AND AUDITS

23 25.1 Financial Records:

24 25.1.1 CONTRACTOR shall prepare and maintain accurate and  
25 complete financial records. Financial records shall be retained, by  
26 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
27 under this Agreement or until all pending COUNTY, State and Federal audits are  
28 completed, whichever is later.

1           25.1.2 CONTRACTOR shall establish and maintain reasonable  
2 accounting, internal control and financial reporting standards in conformity  
3 with generally accepted accounting principles established by the American  
4 Institute of Certified Public Accountants and to the satisfaction of  
5 ADMINISTRATOR.

6           25.2 Client Records:

7           25.2.1 CONTRACTOR shall prepare and maintain accurate and  
8 complete records of clients served and dates and type of services provided  
9 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

10          25.2.2 All client records related to services provided under the  
11 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
12 (5) years from the date of final payment under this Agreement or until all  
13 pending COUNTY, State and Federal audits are completed, whichever is later.  
14 Notwithstanding anything to the contrary, upon termination of this Agreement,  
15 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
16 in accordance with Subparagraph 43.2.

17          25.2.3 COUNTY may refuse payment for a claim if client records  
18 are determined by COUNTY to be incomplete or inaccurate. In the event client  
19 records are determined to be incomplete or inaccurate after payment has been  
20 made, COUNTY may treat such payment as an overpayment within the provisions of  
21 this Agreement.

22          25.3 Public Records:

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

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1           25.4 Inspections and Audits:

2           25.4.1 The U.S. Department of Health and Human Services,  
3 Comptroller General of the United States, Director of CDSS, State Auditor-  
4 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
5 Department, or any of their authorized representatives, shall have access to  
6 any books, documents, papers and records, including medical records, of  
7 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
8 for the purpose of financial monitoring. Further, all the above mentioned  
9 persons have the right at all reasonable times to inspect or otherwise  
10 evaluate the work performed or being performed under this Agreement and the  
11 premises in which it is being performed.

12           25.4.2 CONTRACTOR shall make its books and financial records  
13 available within the borders of Orange County within ten (10) days of receipt  
14 of written demand by ADMINISTRATOR.

15           25.4.3 In the event CONTRACTOR does not make its books and  
16 financial records available within the borders of Orange County, CONTRACTOR  
17 agrees to pay all necessary and reasonable expenses incurred by COUNTY, or  
18 COUNTY's designee, necessary to obtain CONTRACTOR's books and financial  
19 records.

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

25           25.5 Evaluation Studies:

26           25.5.1 CONTRACTOR shall participate as requested by COUNTY in  
27 research and/or evaluative studies designed to show the effectiveness and/or  
28 ///

1 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
2 project.

3 26. PERSONNEL DISCLOSURE

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

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

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

15 26.1.3 The professional degree, if applicable, and experience  
16 required for each position; and

17 26.1.4 The language skill, if applicable, for all personnel.

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

24 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
25 COUNTY, criminal record background checks on all employees and/or volunteers  
26 who will provide services under this Agreement. Candidates will satisfy  
27 background checks consistent with and comparable to those required for COUNTY  
28 employees.



1           26.4 CONTRACTOR warrants that all persons employed or otherwise  
2 assigned by CONTRACTOR to provide services under this Agreement have  
3 satisfactory past work records and/or reference checks indicating their  
4 ability to perform the required duties and accept the kind of responsibility  
5 anticipated under this Agreement. CONTRACTOR shall maintain records of  
6 background investigations and reference checks undertaken and coordinated by  
7 CONTRACTOR for each employee and/or volunteer assigned to provide services  
8 under this Agreement for a minimum of five (5) years from the date of final  
9 payment under this Agreement or until all pending COUNTY, State and Federal  
10 audits are completed, whichever is later, in compliance with all applicable  
11 laws.

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

21           26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
22 staff performing work hereunder and any proposed changes in CONTRACTOR's  
23 staff.

24           26.7 COUNTY shall have the right to require CONTRACTOR to remove any  
25 employee from the performance of services under this Agreement. At the  
26 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

27           26.8 CONTRACTOR shall notify COUNTY immediately when staff is  
28 terminated for cause from working on this Agreement.

1           26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to  
2 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
3 work in accordance with the terms and conditions of this Agreement.

4           27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

22           28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

23           28.1 In order to comply with child support enforcement requirements of  
24 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days  
25 of the award of this Agreement:

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

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

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

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

11 28.2 The failure of CONTRACTOR to timely submit the data or  
12 certifications required by subsections (a), (b), (c), or (d), or to comply  
13 with all Federal and State employee reporting requirements for child support  
14 enforcement or to comply with all lawfully served Wage and Earnings Assignment  
15 Orders and Notices of Assignment shall constitute a material breach of this  
16 Agreement, and failure to cure such breach within sixty (60) calendar days of  
17 notice from COUNTY shall constitute grounds for termination of this Agreement.

18 28.3 It is expressly understood that this data will be transmitted to  
19 governmental agencies charged with the establishment and enforcement of child  
20 support orders, and for no other purpose.

21 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the  
2 Penal Code and the dependent adult and elder abuse reporting requirements as  
3 set forth in Section 15630 of the WIC and will comply with the provisions of  
4 these code sections as they now exist or as they may hereafter be amended.

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

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

11 31. CONFIDENTIALITY

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

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

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

5 31.3 CONTRACTOR shall inform all of its employees, agents,  
6 subcontractors, volunteers and partners of this provision and that any person  
7 violating the provisions of said State law may be guilty of a crime.

8 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
9 be subject to the confidentiality requirements of this Agreement.

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

14 31.5.1 No access, disclosure or release of information regarding  
15 a child who is the subject of Juvenile Court proceedings shall be permitted  
16 except as authorized. If authorization is in doubt, no such information shall  
17 be released without the written approval of a Judge of the Juvenile Court.

18 31.5.2 CONTRACTOR must receive prior written approval of the  
19 Juvenile Court before allowing any child to be interviewed, photographed or  
20 recorded by any publication or organization or to appear on any radio,  
21 television or internet broadcast or make any other public appearance. Such  
22 approval shall be requested through child's Social Worker.

23 32. COPYRIGHT ACCESS

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

28 ///

1 33. WAIVER

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

10 34. PETTY CASH

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

13 35. PUBLICITY

14 35.1 Information and solicitations, prepared and released by  
15 CONTRACTOR, concerning the services provided under this Agreement shall state  
16 that the program, wholly or in part, is funded through COUNTY, State and  
17 Federal government funds.

18 35.2 CONTRACTOR shall not disclose any details in connection with this  
19 Agreement to any person or entity except as may be otherwise provided  
20 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
21 identify its services and related clients to sustain itself, COUNTY shall not  
22 inhibit CONTRACTOR from publishing its role under this Agreement within the  
23 following conditions:

24 35.2.1 CONTRACTOR shall develop all publicity material in a  
25 professional manner; and

26 35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
27 and shall not authorize another to, publish or disseminate any commercial  
28 advertisements, press releases, feature articles, or other materials using the

1 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
2 unreasonably withhold written consent.

3 36. COUNTY RESPONSIBILITIES

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

6 37. REFERRALS

7 37.1 CONTRACTOR shall provide services to individuals referred by  
8 ADMINISTRATOR.

9 38. REPORTS

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

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

18 39. ENERGY EFFICIENCY STANDARDS

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

22 40. ENVIRONMENTAL PROTECTION STANDARDS

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

1           40.1 No facility to be utilized in the performance of the proposed  
2 grant has been listed on the EPA List of Violating Facilities;

3           40.2 It will notify COUNTY prior to award of the receipt of any  
4 communication from the Director, Office of Federal Activities, U.S. EPA,  
5 indicating that a facility to be utilized for the grant is under consideration  
6 to be listed on the EPA List of Violating Facilities; and

7           40.3 It will notify COUNTY and EPA about any known violation of the  
8 above laws and regulations.

9 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
10 FEDERAL TRANSACTIONS

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

19           A. The definitions and prohibitions contained in the clause at  
20 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence  
21 Certain Federal Transactions, included in this solicitation, are hereby  
22 incorporated by reference in Paragraph (B) of this certification.

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

25           1) No Federal appropriated funds have been paid or will  
26 be paid to any person for influencing or attempting to influence an officer or  
27 employee of any agency, a Member of Congress, an officer or employee of  
28 Congress, or an employee of a Member of Congress on his or her behalf in



1 connection with the awarding of any Federal contract, the making of any  
2 Federal grant, the making of any Federal loan, the entering into of any  
3 cooperative agreement, and the extension, continuation, renewal, amendment or  
4 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

17 C. Submission of this certification and disclosure is a  
18 prerequisite for making or entering into this Agreement imposed by Section  
19 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
20 this provision or who fails to file or amend the disclosure form to be filed  
21 or amended by this provision, shall be subject to a civil penalty of not less  
22 than \$10,000, and not more than \$100,000, for each such failure.

23 42. POLITICAL ACTIVITY

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

27 43. TERMINATION PROVISIONS

28 ///

1           43.1 ADMINISTRATOR may terminate this Agreement without penalty  
2 immediately with cause or after thirty (30) days written notice without cause,  
3 unless otherwise specified. Notice shall be deemed served on the date of  
4 mailing. Cause shall be defined as any breach of contract, any  
5 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
6 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
7 all further obligations under this Agreement.

8           43.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
9 cooperate with ADMINISTRATOR in the orderly transfer of service  
10 responsibilities, active case records, and pertinent documents.

11           43.3 The obligations of COUNTY under this Agreement are contingent upon  
12 the availability of Federal and/or State funds, as applicable, for the  
13 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
14 for the services hereunder in the budget approved by the Orange County Board  
15 of Supervisors each fiscal year this Agreement remains in effect or operation.  
16 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
17 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
18 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
19 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
20 notification of such determination. CONTRACTOR shall immediately comply with  
21 ADMINISTRATOR's decision.

22           43.4 If any provision of this Agreement or the application thereof is  
23 held invalid, the remainder of this Agreement shall not be affected thereby.

24           44. GOVERNING LAW AND VENUE

25           This Agreement has been negotiated and executed in the State of  
26 California and shall be governed by and construed under the laws of the State  
27 of California. In the event of any legal action to enforce or interpret this  
28 Agreement, the sole and exclusive venue shall be a court of competent

jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

45. SIGNATURE IN COUNTERPARTS

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

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

By: \_\_\_\_\_  
LYN BRAMMER  
DIRECTOR OF COMMUNITY SERVICES  
CHILDREN'S BUREAU OF SOUTHERN  
CALIFORNIA

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

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

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

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

By: \_\_\_\_\_  
MARICELA RIOS-FAUST  
EXECUTIVE DIRECTOR  
HUMAN OPTIONS, INC.

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

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

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

By: \_\_\_\_\_  
ANA JIMENEZ-HAMI  
EXECUTIVE DIRECTOR  
ORANGE COUNTY CHILDREN'S  
THERAPEUTIC ARTS CENTER

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

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: Ann [Signature]  
DEPUTY

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

Dated: 5/4/15

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

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

18 1. POPULATION TO BE SERVED

19 1.1 CONTRACTOR shall provide services Promoting Safe and Stable  
 20 Families to birth, kinship, blended, adoptive, and foster families with  
 21 children birth through eighteen (0-18) years who are at risk and/or  
 22 experiencing child abuse and/or neglect, families living in poverty or  
 23 economic hardships, domestic violence, unemployment, teen pregnancy, and  
 24 unhealthy parenting; families receiving child welfare services, including  
 25 families in the Family Reunification and/or adoption process; homeless  
 26 families, unaccompanied homeless youth, and those at risk of homelessness;  
 27 non-minor dependents ages eighteen through twenty-one (18-21), who are being  
 28 served by child welfare or probation agencies and who are under the

1 jurisdiction of the Orange County Juvenile Court; military families (active or  
2 veteran); and persons with disabilities. The population to be served as  
3 defined in this Paragraph shall hereinafter be referred to as "PARTICIPANTS"  
4 or "FAMILIES."

5 1.2 CONTRACTOR shall provide Family Resource Center (FRC) services  
6 primarily to those PARTICIPANTS residing in the city of Santa Ana and  
7 surrounding communities.

8 2. PSSF & CBCAP FUNDING REQUIREMENTS

9 2.1 CONTRACTOR shall provide services/activities, as described in  
10 Paragraph 5 below, to address one (1) or more of the seven (7) Promoting Safe  
11 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,  
12 and addressing all four (4) of the PSSF service categories defined in  
13 Subparagraphs 2.3.1 through 2.3.4, below.

14 2.2 PSSF Outcomes: Services must meet a minimum of one (1) of the  
15 following PSSF outcomes:

16 2.2.1 Children are, first and foremost, protected from abuse  
17 and neglect.

18 2.2.2 Children are safely maintained in their own homes  
19 whenever possible and appropriate.

20 2.2.3 Children have permanency and stability in their living  
21 situations.

22 2.2.4 The continuity of family relationships and connections is  
23 preserved for children.

24 2.2.5 Families have enhanced capacity to provide for their  
25 children's needs.

26 2.2.6 Children receive appropriate services to meet educational  
27 needs.

28 ///

1                   2.2.7    Children receive adequate services to meet physical and  
2                   mental health needs.

3                   2.3     The four (4) PSSF service categories are as follows:

4                   2.3.1    Family Preservation: Family Preservation (FP) services  
5                   typically are designed to help families alleviate crises that might lead to  
6                   out-of-home placement of children; maintain the safety of children in their  
7                   own homes; and assist families in obtaining services and other supports  
8                   necessary to address their multiple needs in a culturally responsive manner.

9                   2.3.2    Family Support: Family Support services are primarily  
10                  community-based preventive activities designed to alleviate stress and promote  
11                  parental competencies and behaviors that will increase the ability of families  
12                  to successfully nurture their children; enable families to use other resources  
13                  and opportunities available in the community; and create supportive networks  
14                  to enhance child-rearing abilities of parents and help compensate for the  
15                  increased social isolation and vulnerability of families.

16                  2.3.3    Time-Limited Family Reunification: Time-Limited Family  
17                  Reunification (TLFR) are services and activities provided to a child who is  
18                  removed from the child's home and placed in a foster family home or a  
19                  childcare institution. These services are also for the parents or primary  
20                  caregiver for the child, in order to facilitate the reunification of the child  
21                  safely and appropriately during the court ordered family reunification period.  
22                  TLFR services include individual, group, and family counseling; inpatient,  
23                  residential, or outpatient substance abuse treatment services; mental health  
24                  services; assistance to address domestic violence; temporary childcare and  
25                  therapeutic services for families, including crisis nurseries; and  
26                  transportation to and from any of the above services.

27                  2.3.4    Adoption Promotion and Support: Adoption Promotion and  
28                  Support (APS) services are designed to encourage more adoptions out of the

1 foster care system, when adoptions promote the best interest of children, and  
2 include such activities as pre- and post-adoptive services designed to  
3 expedite the adoption process and support adoptive families.

4 2.4 Unless specified otherwise, the services described below in  
5 Subparagraphs 5.1 through 5.11 addresses each of the four (4) PSSF categories  
6 described above in Subparagraphs 2.3.1 through 2.3.4.

7 2.5 Community-Based Child Abuse Prevention (CBCAP): Services shall  
8 align with the California Department of Social Services (CDSS) Community-Based  
9 Child Abuse Prevention (CBCAP) program which supports efforts to develop,  
10 operate, expand, enhance, and coordinate initiatives, programs and activities  
11 to prevent child abuse and neglect. In addition, CBCAP supports the  
12 coordination of resources to better strengthen and support families as well as  
13 foster understanding, appreciation and knowledge of diverse populations in  
14 order to effectively prevent and treat child abuse and neglect.

15 2.6 ADMINISTRATOR may, in its sole discretion and upon written notice  
16 to CONTRACTOR, modify: the terms or definitions, the particular type of  
17 services/activities to be provided, the time-of-day and day-of-week  
18 services/activities are to be provided, the locations(s) where  
19 services/activities shall be provided, the date(s) services/activities shall  
20 begin and end, the service goal(s), measurement tools and outcome indicators,  
21 and the number of participants to be provided services/activities as described  
22 in Paragraph 5, below, without changing COUNTY's maximum obligation as set  
23 forth in this Agreement. Any modification of services/activities shall remain  
24 within the scope of defined PSSF service categories and PSSF outcomes and  
25 shall promote community participation. CONTRACTOR shall not institute any  
26 modification without prior written approval of ADMINISTRATOR.

27 2.7 CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload  
28 standards as set forth in this Paragraph and as authorized by COUNTY, without



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

3 3. HOURS OF OPERATION

4 3.1 CONTRACTOR shall provide services during hours that are responsive  
5 to the needs of PARTICIPANTS. At a minimum, CONTRACTOR shall provide  
6 services, Monday through Friday, from 9:00 a.m. to 6:00 p.m., except COUNTY  
7 holidays as established by the Orange County Board of Supervisors. Weekly  
8 hours shall include a minimum of two (2) weeknights until 8:00 p.m. or one (1)  
9 weekend day for a minimum of four (4) hours to meet community needs. FRC  
10 operating hours must be submitted to ADMINISTRATOR for approval. CONTRACTOR  
11 may off-set regular hours based on the FRC being open for services evenings  
12 and/or weekends. For example, services hours on Tuesday and Thursday may be  
13 adjusted to 11:00 a.m. to 8:00 p.m. Any changes to the regular schedule must  
14 be pre-approved, in writing, by ADMINISTRATOR. FRC shall provide a phone  
15 messaging system to record messages and post a sign with an emergency contact  
16 name and telephone number for PARTICIPANTS who may call or visit the FRC after  
17 hours.

18 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday  
19 schedule which is as follows: New Year's Day, Martin Luther King Day,  
20 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
21 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
22 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written  
23 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday  
24 schedule. Any unauthorized closure shall be deemed a material breach of this  
25 Agreement, pursuant to Paragraph 18, and shall not be reimbursed. CONTRACTOR  
26 is encouraged to provide contracted services on holidays, whenever possible.

27 4. FACT GENERAL REQUIREMENTS

28 During the entire term of this Agreement, the FRC will:

1           4.1 Maintain a community facility that offers multiple programs  
2 including, but not limited to the following core services: a case management  
3 team, counseling, family support services, parenting education, domestic  
4 violence prevention and treatment (Personal Empowerment Program), out-of-  
5 school-time youth program, TFR family fun activities, foster/adoptive parent  
6 recruitment, and information and referral services in support of achieving  
7 FaCT goals.

8           4.2 Operate as a collaborative that includes Contractor Partner  
9 Agencies, which are FaCT-Funded and a minimum of two (2) Non-FaCT Funded  
10 Partner Agency(ies) who are providing onsite services at the FRC.

11           4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of  
12 understanding or agreement specifying their commitment to provide services  
13 throughout the term of this Agreement.

14           4.4 Designate CB to function as both the designated lead agency and  
15 the program management lead agency. The fiscal and program management  
16 responsibilities shall include those referenced in Paragraph 19 of this  
17 Agreement.

18           4.5 Provide bilingual staff responsible for direct services that are  
19 language appropriate.

20           4.6 Provide services that are culturally responsive to the needs of  
21 the community to be served.

22           4.7 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network  
23 Administrative Services (FNAS) provider, by attending required meetings,  
24 trainings, completing data entry into FaCT database system, and engaging with  
25 the FaCT Network in activities related to the FaCT mission and vision.

26           4.8 Provide all services at the FRC. Services may also be offered in-  
27 home, at schools, and other community locations as needed and as mutually  
28 agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required

1 for all Clinical Supervision, Family Support Services, Counseling, and Case  
2 Management Team services.

3 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT  
4 Funded Partner Agency(ies) to ensure participants complete FaCT required  
5 registration, consent, sign-in forms, satisfaction surveys, and/or complete  
6 assessment tools referenced in Subparagraph 8.5 of this Exhibit when receiving  
7 services requiring an assessment.

8 4.10 Collaborate with COUNTY staff and COUNTY'S contracted Differential  
9 Response (DR) and Family Stabilization (FS) services staff who provide  
10 services to Social Services Agency (SSA) clients.

## 11 5. SERVICES

12 Throughout this Exhibit, the Contractor Partner Agencies shall  
13 hereinafter be referred to as: Children's Bureau of Southern California (CB),  
14 Human Options Inc. (HO), Orange County Children's Therapeutic Arts Center  
15 (OCCTAC), and The Raise Foundation (RF).

### 16 5.1 Clinical Supervision (HO):

17 5.1.1 HO shall provide Clinical Supervision services to ensure  
18 the quality of counseling services provided at the FRC.

19 5.1.2 HO's Clinical Supervision services shall include, but are  
20 not limited to: individual and group clinical supervision for counselor(s) at  
21 the FRC, recruitment and supervision of Master's level counseling interns,  
22 case consultation, verification of laws of confidentiality, and ensuring that  
23 child and elder/dependent adult abuse reporting requirements are followed.

24 5.1.3 HO's Clinical Supervision services shall be provided for  
25 a minimum of eighty-eight (88) hours annually and shall be based on the  
26 CONTRACTOR's counseling agency supervision requirements.

27 5.1.4 HO's Clinical Supervision shall be offered continuously  
28 throughout the term of this Agreement.

1                   5.1.5    HO shall provide qualified licensed Clinical Supervisor  
2 staff as specified in Subparagraph 14.5 of this Exhibit.

3                   5.2    Counseling Services (HO):

4                   5.2.1    The objectives of Counseling Services are as follows:

5                               5.2.1.1    Increase the availability of counseling  
6 services for appropriate non Medi-Cal clients, underinsured clients, and  
7 clients experiencing barriers to accessing mental health services.

8                               5.2.1.2    Increase participant's coping skills in  
9 dealing with stress.

10                              5.2.1.3    Increase access to social support systems.

11                              5.2.1.4    Facilitate linkages to appropriate and needed  
12 treatment programs (e.g., domestic violence, substance abuse, mental health,  
13 etc.).

14                              5.2.1.5    Reduce risk of violence in the home.

15                              5.2.1.6    Improve individual and family functioning.

16                   5.2.2    HO shall provide Crisis, Family, Group, and Individual  
17 Counseling services for a minimum of one hundred and eleven (111) unduplicated  
18 PARTICIPANTS annually. Counseling services shall include, but are not limited  
19 to, providing emotional support; stabilizing immediate crisis; and developing  
20 goals for PARTICIPANTS who are experiencing a crisis due to interpersonal  
21 conflicts, family crisis, difficult parenting issues, challenging child needs,  
22 and/or traumatic loss. Counseling services will address, parenting issues,  
23 cycle of abuse, victimization, enhance family dynamics, and make appropriate  
24 linkages to all needed treatment programs and social support systems. HO  
25 shall utilize evidence-based practices, such as Seeking Safety or Trauma-  
26 Focused Cognitive Behavior Therapy (TF CBT) as applicable, for Group and  
27 Individual Counseling services. The Counselor and/or designee, as approved by  
28 ADMINISTRATOR, shall attend the FRC Case Management Team meetings.

1           5.2.3    HO shall provide Crisis, Group and Individual Counseling  
2 services continuously throughout the term of this Agreement by appointment  
3 during FRC operating hours. HO may also schedule evening hours at the request  
4 of PARTICIPANTS.

5           5.2.4    HO shall provide Crisis Counseling for a minimum of  
6 forty-three (43) individuals annually. HO shall offer Crisis Counseling  
7 services for a minimum of one (1) and not exceed four (4) sessions per  
8 PARTICIPANT. Counseling sessions shall be a minimum of fifty (50) minutes in  
9 duration, or as clinically indicated by the clinician, and offered to  
10 PARTICIPANTS on a weekly basis.

11          5.2.5    HO shall provide Group Counseling for a minimum of thirty  
12 (30) individuals annually. HO shall offer a minimum of four (4) Group  
13 Counseling series annually. Each series shall consist of six (6) weekly  
14 sessions. Group Counseling sessions shall each be a minimum of two (2) hours  
15 in duration.

16          5.2.6    HO shall provide Individual Counseling for a minimum of  
17 thirty-eight (38) individuals annually. HO shall offer Individual Counseling  
18 sessions for a minimum of four (4) and not exceed twenty (20) sessions in  
19 duration, per PARTICIPANT. Counseling sessions shall be a minimum of fifty  
20 (50) minutes in duration, or as clinically indicated by the clinician, and  
21 offered to PARTICIPANTS on a weekly basis.

22          5.2.7    HO shall provide qualified, bilingual licensed or  
23 license-eligible Counselor staff as specified in Subparagraph 14.7 of this  
24 Exhibit.

25          5.3    Family Support Services (CB):

26           5.3.1    The objectives of Family Support Services are as follows:

27                   5.3.1.1    Increase families' follow-through with  
28 service providers.

1                           5.3.1.2       Increase access to resources.

2                           5.3.1.3       Increase effective coordination of services  
3 among providers.

4                           5.3.1.4       Assist in accessing resources so families may  
5 achieve economic self-sufficiency.

6                   5.3.2       CB shall provide Family Support Services for a minimum of  
7 one hundred and ten (110) unduplicated FAMILIES annually. Family Support  
8 Services are those services employing a case manager (e.g., Family Support  
9 Specialist) responsible for assessing the strengths and meeting the multiple  
10 needs of a PARTICIPANT and family; arranging, coordinating, monitoring,  
11 evaluating, and advocating for multiple services for families. The primary  
12 goal of case management shall be to link PARTICIPANTS with multiple needs to  
13 resources, services, and opportunities. The Family Support Specialist shall  
14 also teach and empower PARTICIPANTS to access community resources, and to  
15 strengthen problem solving skills.

16                   5.3.3       CB shall provide Family Support Services continuously  
17 throughout the term of this Agreement during FRC operating hours or at dates  
18 and times convenient to PARTICIPANTS. CB shall provide Family Support  
19 Services for a minimum of thirty (30) days.

20                   5.3.4       CB shall primarily provide Family Support Services in  
21 family's home, at the FRC, or at other community locations as needed with  
22 advance written approval by ADMINISTRATOR.

23                   5.3.5       CB shall provide qualified, bilingual Family Support  
24 Specialist staff as specified in Subparagraph 14.8 of this Exhibit.

25       5.4   Foster and Adoptive Parent Recruitment (CB):

26                   5.4.1       The objective of Foster and Adoptive Parent Recruitment  
27 services is to increase foster/adoptive awareness to prospective caregivers.

28       ///

1           5.4.2    CB shall help promote, in collaboration with  
2 ADMINISTRATOR, the need for foster and adoptive resources for children in need  
3 of a permanent home. Promotional activities may include, but are not limited  
4 to: providing information on the adoption process, available services, and  
5 community involvement via distribution of flyers and other marketing materials  
6 to local community residents, Partner Agency newsletters, and outreach events.

7           5.4.3    CB shall distribute Foster and Adoptive Parent  
8 Recruitment flyers to a minimum of five hundred (500) unduplicated  
9 PARTICIPANTS annually.

10          5.4.4    CB's Foster and Adoptive Parent Recruitment services  
11 shall be offered continuously throughout the term of this Agreement. Foster  
12 and Adoptive Parent Recruitment shall be offered at the FRC and other  
13 community locations as needed and approved by ADMINISTRATOR.

14          5.4.5    CB's Foster and Adoptive Parent Recruitment Services  
15 shall address only the following PSSF service category: APS

16          5.4.6    CB shall provide qualified Foster and Adoptive Parent  
17 Recruiter (e.g., Family Support Specialist) staff to provide this service as  
18 specified in Subparagraph 14.9 of this Exhibit.

19          5.5    FRC Case Management Team (CB):

20          5.5.1    The objectives of FRC Case Management Team (CMT) services  
21 are as follows:

22                  5.5.1.1    Increase collaboration among Contractor  
23 Partner Agencies to effectively coordinate services.

24                  5.5.1.2    Improve resource linkages.

25                  5.5.1.3    Improve individual and family functioning.

26                  5.5.1.4    Decrease duplication of services.

27                  5.5.1.5    Build the capacity of communities and FRC to  
28 address the needs of children and families.

1           5.5.2     CB's FRC CMT consists of an integrated multidisciplinary  
2 team comprised of three (3) or more persons trained and qualified to provide  
3 services. The FRC CMT is responsible for identifying the educational, health,  
4 or social service needs of a child and child's family and for developing a  
5 plan to address these multiple needs as identified in Welfare and Institutions  
6 Code (WIC) section 18986.40. Participants of the FRC CMT shall include all  
7 Contractor Partners Agencies and Non-FaCT Funded Partner Agency(ies)  
8 representatives that would benefit the family. In addition to the  
9 participation of the Contractor Partners Agencies, local Miscellaneous Order  
10 Number 534.3 specifies that multidisciplinary services team composition  
11 include at least two (2) members from the following: Orange County Probation  
12 Department, Orange County Health Care Agency, Orange County Department of  
13 Education, Regional Center of Orange County, North Orange County Regional  
14 Occupational Program, and Orange County SSA.

15           5.5.3     CB, in coordination with Contractor Partners Agencies,  
16 shall provide FRC CMT services for a minimum of one hundred (100) unduplicated  
17 FAMILIES annually. FRC CMT services shall include, but are not limited to,  
18 the following components:

19                     5.5.3.1     Assessment:        CB's FRC CMT Clinical  
20 Supervisor, based on input from the CMT, shall complete an assessment of  
21 PARTICIPANTS' strengths and needs, and community resources available to  
22 PARTICIPANT.

23                     5.5.3.2     Individualized Treatment Plan: On the basis  
24 of the assessment in Subparagraph 5.5.3.1, the FRC CMT shall develop an  
25 individualized treatment plan with the PARTICIPANT that identifies priorities,  
26 desired outcomes, the strategies and resources to be used in attaining the  
27 outcomes, follow up, and termination.

28     ///



1                   5.5.3.3    Reassessment:        The FRC CMT Clinical  
2 Supervisor and CMT shall jointly reassess the PARTICIPANT's status, with input  
3 from Contractor Partners Agencies, in a weekly clinical review of cases. FRC  
4 CMT meetings shall provide weekly evaluations and assessment for PARTICIPANTS.

5                   5.5.3.4    Termination: The FRC CMT Clinical Supervisor  
6 and CMT shall jointly terminate the case from FRC CMT when the desired  
7 outcomes have been attained, the PARTICIPANT is non-compliant, or the  
8 PARTICIPANT withdraws.

9                   5.5.4     CB in coordination with Contractor Partners Agencies  
10 shall provide FRC CMT services during FRC Operating hours continuously  
11 throughout the term of this Agreement during FRC hours of operation. FRC CMT  
12 meetings shall be scheduled a minimum of one (1) day per week for a minimum of  
13 one (1) hour in duration. The FRC CMT Clinical Supervisor shall facilitate  
14 FRC CMT meetings.

15                  5.5.5     CB and CONTRACTOR PARTNER AGENCIES shall jointly measure  
16 progress by ensuring PARTICIPANTS complete the required forms referenced in  
17 Subparagraph 4.9 and also the FRC CMT Tracking and Outcomes Log specified in  
18 Subparagraph 8.5.

19                  5.5.6     CB shall provide qualified FRC CMT Clinical Supervisor  
20 staff to facilitate FRC CMT meetings as specified in Subparagraphs 14.10 of  
21 this Exhibit.

22                  5.6     Information and Referral Services (RF):

23                  5.6.1     The objective of Information and Referral Services is to  
24 increase access to community resources for families in need.

25                  5.6.2     RF shall provide Information and Referral Services for a  
26 minimum of two thousand (2,000) unduplicated PARTICIPANTS annually.  
27 Information and Referral Services shall include, but are not limited to the  
28 following: an assessment of need and referral services, emergency housing,

1 emergency food, family counseling, childcare, substance abuse counseling and  
2 treatment, parenting training, utility assistance, health and mental health  
3 treatment, education and job training, legal aid, and youth academic and  
4 recreation services. Information and Referral Specialist shall collaborate  
5 with other County and local community agencies by receiving and referring  
6 clients, which may include, but are not limited to 2-1-1- Orange County and  
7 Community Engagement Advisory Committee (CEAC).

8 5.6.3 RF's Information and Referral Specialist shall be  
9 stationed at the FRC reception area as the first point of contact for walk-in  
10 and telephone/email inquiries during FRC operating hours. Information and  
11 Referral Services shall be offered during FRC operating hours. RF shall  
12 provide Information and Referral Services during FRC hours continuously  
13 throughout the term of this Agreement.

14 5.6.4 RF shall provide qualified, bilingual Information and  
15 Referral Specialist, staff as specified in Subparagraph 14.12 of this Exhibit.

16 5.7 Other Services - Life Skills Workshops (CB):

17 5.7.1 The objectives for Life Skills Workshops are as follows:

18 5.7.1.1 Improve self-esteem.

19 5.7.1.2 Increase coping skills.

20 5.7.1.3 Improve family bonding.

21 5.7.2 CB shall provide Life Skills Workshop services to  
22 children ages three to eighteen (3-18) years who are at risk of child abuse or  
23 neglect. Individuals may include: those who are low-income or dealing with  
24 issues of poverty; those experiencing domestic violence, teen parenting or  
25 receiving child welfare services, including families in the process of family  
26 reunification or adoption; and those who may be experiencing a crisis due to  
27 interpersonal conflicts, difficult parenting issues, challenging child needs,  
28 and/or traumatic loss.

1           5.7.3    CB shall provide Life Skills Workshop services for a  
2 minimum of twenty (20) PARTICIPANTS annually. Life Skills Workshop services  
3 topics shall include, but are not limited to the following: self-esteem and  
4 character building, increased coping skills and family coherence, family  
5 building and bonding, children and teen issues facing youth, stress  
6 management, and impact of family trauma, child abuse and domestic violence.

7           5.7.4    CB shall provide two (2) annual Life Skills Workshop  
8 services during FRC operating hours, at dates and times convenient to  
9 PARTICIPANTS, during the term of this Agreement. Life Skills Workshop  
10 services shall be a minimum of ninety minutes in duration.

11           5.7.5    CB shall provide Life Skills consultant staff with  
12 expertise in the Life Skills Workshop subject matter. Life Skills topics to  
13 be approved in advance and in writing by ADMINISTRATOR.

14           5.8    Out-of-School-Time Youth Program (OCCTAC):

15           5.8.1    The objectives of Out-of-School Time Youth Program are as  
16 follows:

17                   5.8.1.1    Increase social connection amongst peers.

18                   5.8.1.2    Provide a safe place for school-aged  
19 children.

20                   5.8.1.3    Increase enrichment opportunities to enhance  
21 academic achievement and healthy social behavior.

22           5.8.2    OCCTAC shall provide Out-of-School-Time Youth Program  
23 services for a minimum of forty (40) unduplicated PARTICIPANTS annually. Out-  
24 of-School-Time Youth Program will provide PARTICIPANTS with a safe and  
25 nurturing place during after school and non-school hours. Activities may  
26 include, but are not limited to: recreation, education, healthy development,  
27 artistic and cultural enrichment, and leadership development.

28           ///

1           5.8.3 During the academic school year, OCCTAC shall provide  
2 Out-of-School-Time Youth Program services through weekly two (2) hour after  
3 school art classes with a curriculum that focus on art activities which  
4 integrates literacy and the creation of books to help students enhance their  
5 language and literacy skills via fun and creative art projects.

6           5.8.4 OCCTAC shall provide qualified Out-of-School-Time Youth  
7 Leader staff as specified in Subparagraph 14.14 of this Exhibit.

8           5.9 Parenting Education (HO):

9           5.9.1 The objectives for Parent Education are as follows:

10                   5.9.1.1 Increase social support.

11                   5.9.1.2 Enhance coping skills.

12                   5.9.1.3 Improve knowledge of child development.

13                   5.9.1.4 Improve knowledge of appropriate and  
14 effective discipline.

15           5.9.2 HO shall provide Parenting Education services for a  
16 minimum of sixty (60) unduplicated PARTICIPANTS annually. Elements of an  
17 effective parenting education program shall improve parenting skills and  
18 family functioning by teaching parents/caregivers about child development  
19 (e.g., developmental expectations), behavior management (e.g., discipline  
20 techniques), and coping skills (e.g., communication and stress management).  
21 As applicable, parenting education emphasis shall be placed on the prevention  
22 of recurrence of child abuse and/or shall address attachment, bonding, and  
23 traumatic loss issues. HO shall utilize Incredible Years and/or Positive  
24 Parenting Program (Triple P), evidenced-based parenting programs, or an  
25 evidenced-informed curriculum, to enhance the parent-child relationship and  
26 decrease the risk of child abuse.

27           5.9.3 HO shall provide a minimum of four (4) Parenting  
28 Education series annually. HO's Parenting Education series comprised of a

1 minimum of eight (8) and a maximum of fourteen (14) weekly classes. Each  
2 class shall be a minimum of ninety (90) minutes in duration with a minimum of  
3 two (2) PARTICIPANTS per class. HO shall provide Parenting Education services  
4 continuously during the term of this Agreement or at dates and times  
5 convenient for PARTICIPANTS.

6 5.9.4 HO shall ensure completion of required paperwork when  
7 providing parenting education to PARTICIPANTS receiving child welfare  
8 services, including, but not limited to, verification of attendance, issuance  
9 of certificates of completion, and verbal and/or written reports to COUNTY  
10 Social Workers.

11 5.9.5 HO shall provide qualified, bilingual Parenting Educator  
12 staff (e.g., Counselor) as specified in Subparagraph 14.15 of this Exhibit.

13 5.10 Personal Empowerment Program (Certified Domestic Violence  
14 Prevention and Treatment Education Program) - General and Time-Limited Family  
15 Reunification Participants (HO):

16 5.10.1 The objectives of Personal Empowerment Program (PEP) are  
17 as follows:

18 5.10.1.1 Increase victim's awareness of the threat of  
19 domestic violence and its short/long term effects.

20 5.10.1.2 Develop or enhance safety plan for domestic  
21 violence victims.

22 5.10.1.3 Increase victim's understanding of the  
23 effects domestic violence has on children.

24 5.10.1.4 Increase victim's awareness on the various  
25 types of abuse.

26 5.10.1.5 Promote safety and permanency in homes and  
27 communities through prevention efforts aimed at child abuse and domestic  
28 violence.

1           5.10.2 HO's PEP services are comprised of a ten (10) week  
2 educational support program designed to help victims break the cycle of  
3 domestic violence through education on the dynamics of domestic violence,  
4 effects of violence on victims and their children, and to help victims protect  
5 children who live in domestic violence homes. PEP Topics shall include, but  
6 are not limited to: safety planning, boundaries, anger management, legal  
7 aspects of domestic violence, working through denial, and maintaining healthy  
8 relationships. PEP curriculum shall educate PARTICIPANTS about domestic  
9 violence and make informed decisions to ensure personal safety and decrease  
10 risk of child abuse. Services shall target the general community as well as  
11 COUNTY's TLFR population.

12           5.10.3 HO shall provide PEP services to a minimum of forty (40)  
13 unduplicated PARTICIPANTS annually.

14           HO shall provide PEP group series continuously during the term of  
15 this Agreement with a minimum of four (4) group series annually. Each group  
16 shall meet weekly for a minimum of two (2) hours in duration. HO shall  
17 provide services during FRC operating hours or at dates and times convenient  
18 for PARTICIPANTS.

19           5.10.4 When providing PEP services to COUNTY's TLFR population,  
20 HO shall also be required to include, but not be limited to, verification of  
21 attendance, issuance of certificates of completion, and verbal and/or written  
22 reports to COUNTY Social Workers.

23           5.10.5 HO shall provide qualified, bilingual PEP Instructor  
24 staff as specified in Subparagraph 14.16 of this Exhibit. During the entire  
25 term of this Agreement, PEP providers must be approved by the PEP Program  
26 Collaborative of Orange County.

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5.11 Time-Limited Family Reunification Family Fun Activities (CB):

5.11.1 The objectives of Time-Limited Family Reunification (TLFR) Family Fun Activities are as follows:

5.11.1.1 Increase parent-child bonding.

5.11.1.2 Provide a safe and enriching interactive environment for TLFR families.

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

5.11.3 CB shall provide TLFR Family Fun Activities services for a minimum of ten (10) unduplicated families annually. TLFR Family Fun Activities shall include supervised and organized activities and events for children of parents and/or caregivers in the reunification process. Activities can include arts and cultural enrichment, education, and recreation to promote healthy parent-child bonding, quality time, and communication. In the event a parent is participating in monitored/supervised visitation while simultaneously participating in a Family Fun Activity, the SSA approved monitor or supervised visitation specialist must be present during the entire length of the Family Fun Activity.

5.11.4 CB shall provide a minimum of two (2) TLFR Family Fun Activities (events) annually; topics may include, but are not limited to the following: Halloween Party, Holiday Adopt-a-Family, Spring Celebration, Movie Night, and Family Bonding Day.

5.11.5 CB's TLFR Family Fun Activities services shall address only the following PSSF category: TLFR.

1                   5.11.6   CB shall provide qualified TLFR Family Fun Activities  
2 Leader staff (e.g., subcontractor or CB staff) as referenced in Subparagraph  
3 14.20 of this Exhibit.

4           6.    ADDITIONAL CONTRACTOR RESPONSIBILITIES

5                   6.1    In addition to providing the services described in Paragraph 5 of  
6 this Exhibit A, CONTRACTOR agrees to:

7                   6.1.1   Provide ADMINISTRATOR a bi-annual detailed marketing plan  
8 for each contracted service, and revise, if necessary, as requested by  
9 ADMINISTRATOR.

10                  6.1.2   Actively engage the community including local residents,  
11 faith-based groups, businesses, public and private organizations, civic  
12 groups, and others in the planning and implementation of services that promote  
13 the well-being, safety, and permanency of children, families and communities.

14                  6.1.3   Develop and maintain a Governance Structure document  
15 outlining resource sharing, accountability, decision-making strategies, and a  
16 conflict resolution plan. The Governance Structure shall include, but not be  
17 limited to, the addition and/or deletion of any Contractor Partner Agencies,  
18 change of designated lead agent, ongoing community input and involvement,  
19 principles of collaboration, and voting quorum (including what constitutes a  
20 quorum).

21                  6.1.4   Develop a Community Engagement Advisory Committee (CEAC)  
22 that shall meet a minimum of quarterly during the term of this Agreement. The  
23 FRC will maintain a roster and a copy of minutes for all CEAC meetings. The  
24 composition of CONTRACTOR's CEAC shall vary, depending on the specific goals  
25 of and the services to be provided by the FRC. The CEAC shall consist of  
26 community members such as parents, youths, teachers, school community  
27 liaisons, businesses professionals, religious community leaders, law  
28 enforcement, human and health service professionals, and city representatives.



1 On an annual basis, CEAC shall assess, survey, and identify community  
2 strengths and needs to advocate for FRC services to meet community need;  
3 develop parent and youth leadership; and engage business community to provide  
4 tangible support and leadership. CEAC shall enlist broad community support  
5 and advocacy for the FRC by fundraising for the FRC and hosting events. A  
6 minimum of one thousand dollars (\$1,000) shall be allocated to the CEAC within  
7 the FRC budget for the purposes of its members to use for planning events and  
8 other activities as deemed necessary by the CEAC committee. CB shall provide  
9 qualified Community Engagement Volunteer Coordinator staff as specified in  
10 Subparagraph 14.6 of this Exhibit.

11 6.1.5 Follow procedures provided by ADMINISTRATOR for reporting  
12 any special incidents that occur during CONTRACTOR's performance of duties  
13 under this Agreement, involving CONTRACTOR's staff, PARTICIPANTS, and/or  
14 property.

15 6.2 Human Options (HO) shall provide a minimum of two hundred eight  
16 (208) hours annually of childcare services at the FRC to children of parents  
17 attending FRC programs during FRC operating hours, continuously throughout the  
18 term of this Agreement, at dates and times convenient for PARTICIPANTS.  
19 Allowable costs include direct childcare services and purchases of cleaning  
20 supplies, snacks directly related to childcare services, activities, age  
21 appropriate toys, crafts, and games. Childcare services shall be reimbursed  
22 based on actual hours worked. Childcare Worker position does not include any  
23 benefits. HO shall provide qualified Childcare Worker staff as specified in  
24 Subparagraph 14.4 of this Exhibit.

25 6.3 CONTRACTOR shall use Emergency Assistance Funds to meet basic  
26 needs of clients in support of services as described herein. Allowable costs  
27 include emergency food, emergency clothing, diapers, medicine, bus tickets to  
28 access services, safety items, one-time rent payment assistance, and one-time

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

7 7. FACILITIES

8 7.1 Corbin Family Resource Center is located at:

9 2215 West McFadden Avenue

10 Santa Ana, CA 92704-2803

11 7.2 Administrative services under this Agreement shall be provided at  
12 Corbin Family Resource Center and:

13 Children's Bureau of Southern California

14 50 South Anaheim Blvd., Suite 241

15 Anaheim, CA 92805-2900

16 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the  
17 facility(ies) and location(s) where services shall be provided without  
18 changing the COUNTY's maximum obligation, referenced in Subparagraph 20.1.

19 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

20 8.1 CONTRACTOR shall electronically track the type and amount of  
21 services provided to each PARTICIPANT by Contractor Partner Agencies and a  
22 minimum of two (2) required Non-FaCT Funded Partner Agency(ies). The FRC  
23 Designated Lead Agency shall maintain data that includes the types and amounts  
24 of services provided to each PARTICIPANT, assessment data, key demographic  
25 items including but not limited to: family identifier, family member  
26 identifier, ethnicity, date of birth, sex, referral reason(s), services  
27 recommended, services provided, date service delivery begins, date service  
28 ///

1 delivery ends, status indicators [e.g., previous abuse reports, existing  
2 health problems], and primary language spoken as determined by ADMINISTRATOR.

3 8.2 FaCT utilizes a model developed by the Center for the Study of  
4 Social Policy called "Strengthening Families" to frame outcomes and evaluation  
5 data. This model, which has been identified as preventing child abuse and  
6 neglect, identifies the following five (5) protective factors.

7 8.2.1 Provide concrete support in times of need,

8 8.2.2 Increase parental resilience,

9 8.2.3 Increase knowledge of parenting and child development,

10 8.2.4 Support the social and emotional competence of children,

11 and

12 8.2.5 Build parents' social connections.

13 8.3 Services provided at the FRC fall under one or more of the  
14 protective factors. FaCT core services have their own measurement tool that  
15 shall be administered and used to collect data and entered into the FaCT  
16 database. The current FaCT database system is a Web-based client management  
17 system, managed by FaCT and its administrative contractor, which provides  
18 contractual and outcome based reporting for each FRC. FRCs shall work closely  
19 with ADMINISTRATOR to maximize utility and adhere to confidentiality within  
20 the data system. FaCT shall provide technical assistance and training to the  
21 FRCs to ensure strong data collection and outcome reporting.

22 8.4 FRC direct services staff (e.g., Information and Resource  
23 Specialist, Family Support Specialist, etc.) shall be responsible for entering  
24 client service and outcome data for FaCT funded and a minimum of two (2)  
25 required non-FaCT funded services into the FaCT data system. These include,  
26 but are not limited to, the following:

27 8.4.1 FRC CMT Clinical Supervisor shall administer, collect,  
28 and enter the FRC CMT tracking and assessment tool;

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

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

8.4.4 OST Youth Leader shall administer, collect, and enter FaCT Measurement tools; and,

8.4.5 Direct service staff shall enter specific data collection information and complete standardized assessment forms, FaCT Registration Form, attendance sheets, and other documents required by ADMINISTRATOR.

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

Core Service	Required Assessment Tool(s)
FRC CMT	FRC 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
Out-of-School-Time Youth Program	To be determined (TBD)
TLFR Family Fun Activities	TBD
Foster & Adoptive Parent Recruitment	Large Group Tracking Log

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

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

3 8.8 The COUNTY measurement tools, referenced in Subparagraph 8.5, are  
4 subject to change based on program and evaluation needs as defined by  
5 ADMINISTRATOR.

6 9. REPORTS

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

10 9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR  
11 by the twentieth (20<sup>th</sup>) day of each month for the preceding month of services.  
12 In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend or COUNTY  
13 holiday as specified in Subparagraph 3.2 of this Exhibit, CONTRACTOR shall  
14 submit the Monthly Service Grid the next business day.

15 9.2 CONTRACTOR shall complete the FaCT standardized Marketing Outreach  
16 Log and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10)  
17 calendar days following the end of each quarter.

18 9.3 CONTRACTOR shall provide information deemed necessary by  
19 ADMINISTRATOR to complete any state-required reports related to the services  
20 provided under this Agreement.

21 10. UTILIZATION REVIEW

22 10.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's  
23 request at CONTRACTOR's facility identified in Paragraph 7 of this Exhibit A  
24 to review and evaluate a random selection of PARTICIPANT case records. The  
25 review shall include, but is not limited to, an evaluation of the necessity,  
26 appropriateness, and length of services provided. PARTICIPANT cases to be  
27 reviewed shall be randomly selected by COUNTY.

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1           10.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve  
2 differences of opinion regarding the necessity, appropriateness, and length of  
3 services provided, the dispute shall be submitted to COUNTY's Director of  
4 Children and Family Services (CFS) for final resolution.

5           11. SUSTAINABILITY

6           11.1 CONTRACTOR agrees to demonstrate, throughout the term of this  
7 Agreement, the ability to integrate multiple public, private, and  
8 collaborative partner funding sources.

9           11.2 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order  
10 to pursue long-term sustainability of CONTRACTOR's FaCT collaborative  
11 programs. This includes, but is not limited to, participation in the  
12 following:

13                   11.2.1 Assessment of long-term need for and reasonableness of  
14 FaCT collaborative programs;

15                   11.2.2 Training programs developed by or for FaCT;

16                   11.2.3 Outreach activities initiated by FaCT staff or FaCT  
17 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

18                   11.2.4 Research of other public/private funding sources and  
19 opportunities;

20                   11.2.5 Pursuit of linkages with other partners, as appropriate;  
21 and,

22                   11.2.6 Development of marketing and community education  
23 materials as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

24           11.3 CONTRACTOR agrees to cooperate in these efforts, as well as  
25 independently pursue opportunities to improve sustainability of their  
26 collaborative program. Independent activities may include activities  
27 identified above as well as grant writing and engaging in collaborative  
28 agreements with other integrated service initiatives.

12. MEETINGS AND TRAININGS:

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

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

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

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

13. BUDGET

13.1 For each of the five (5) COUNTY fiscal years (July 1 through June 30) included during the term of this Agreement, the maximum annual budget for services provided pursuant to Exhibit A of this Agreement shall not exceed \$300,000.

13.2 The ADMINISTRATOR and CONTRACTOR may agree, subject to advance written notice, to add, delete, modify, line item and/or amounts, and/or the number and type of FTE positions, specified in the annual budget included in Subparagraph 13.11, without reducing the level of services to be provided or exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this Agreement.

///

1           13.3 For the purpose of meeting specific program needs, CONTRACTOR may  
2 request to reallocate funds between budgeted line items by utilizing a Budget  
3 Modification Request form provided by ADMINISTRATOR, which shall include a  
4 justification narrative specifying the purpose of the request, the amount of  
5 said funds to be reallocated, and the sustaining annual impact as applicable  
6 to the current and subsequent fiscal years. CONTRACTOR shall obtain advance  
7 written approval from ADMINISTRATOR for any Budget Modification Request prior  
8 to implementation. Failure to obtain advance written notice approval for any  
9 proposed Budget Modification Request may result in disallowance of  
10 reimbursement for those costs.

11           13.4 In the event the budget shown in Subparagraph 13.11 is modified,  
12 the modified budget shall remain in effect for the remainder of the contract  
13 term, unless superseded by subsequent budget modification(s) that have been  
14 approved in writing by ADMINISTRATOR. For example, if Budget Modification #1  
15 is approved on March 15, 2016, the modified budget will remain in effect until  
16 Budget Modification #2 is requested and approved in writing. The annual  
17 budget beginning on July 1<sup>st</sup> of each fiscal year shall be identical to the most  
18 recently modified annual budget. Under no circumstances shall funds unspent  
19 in one fiscal year carry over to another fiscal year.

20           13.5 It is anticipated multiple budget modifications will occur during  
21 the term of this Agreement. When appropriate, CONTRACTOR will delay  
22 submitting a Budget Modification Request until multiple changes can be  
23 incorporated into a single Budget Modification Request versus submitting  
24 several Budget Modification Requests that include a single line item change.

25           13.6 For purposes of this Agreement, Direct Services Expense is defined  
26 as a non-administrative expense required to provide goods or services for the  
27 direct benefit of PARTICIPANTS. Examples include, but are not limited to:  
28 ///



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

3 13.7 For purposes of this Agreement, Program Expense is defined as an  
4 administrative expense required for overall service delivery rather than an  
5 expense benefitting an individual PARTICIPANT. Examples include, but are not  
6 limited to: marketing materials, display boards, educational DVDs and video  
7 equipment to broadcast, parent education curriculums, educational  
8 books/reference material to be used by CONTRACTOR's staff, furniture,  
9 volunteer staff recognition events, etc.

10 13.8 Budget Modification Requests will be considered for approval when  
11 such requests are to reallocate funds within a similar category such as  
12 reallocating unused funds from a direct service salary position to a new  
13 direct participant service (i.e., Life Skills Workshop) or reallocating unused  
14 Office Supply funds to increase an Insurance line item. Funds may not shift  
15 from a direct service line item to an administrative line item.

16 13.8.1 Consideration for an exception to the provision described  
17 in Subparagraph 13.8 will be considered on a case-by-case basis and shall be  
18 approved at the sole discretion of COUNTY.

19 13.9 In the event ADMINISTRATOR reduces the maximum obligation as  
20 stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree  
21 in writing to proportionately reduce the service goals as set forth in this  
22 Exhibit.

23 13.10 To ensure a meaningful collaboration among Contractor Partner  
24 Agencies and decision-making, no single CONTRACTOR shall have more than fifty-  
25 one percent (51%) of the total collaborative FRC budget. Exception to the  
26 fifty-one percent (51%) maximum may include:

27 13.10.1 The CONTRACTOR is a governmental and/or public agency,  
28 and/or

13.10.2 Any CONTRACTOR is providing more than fifty-one percent (51%) of the total collaborative services. Any partner agency receiving more than fifty-one percent (51%) of the total FRC collaborative budget must provide a proportional share of the total FRC collaborative services

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

<u>LINE ITEMS</u>	<u>FTE</u> <sup>(1)</sup>	<u>Hourly Maximum Rate</u> <sup>(2)</sup>	<u>Budget</u>
<u>SALARIES</u>			
<u>Children's Bureau of Southern California (CB)</u> <sup>(5)</sup>			
Community Engagement Volunteer Coordinator (Service 6.1.4)	0.50	\$20.85	\$ 17,680
Family Support Specialist (Services 5.3 and 5.4)	1.00	20.55	39,737
FRC CMT Clinical Supervisor (Service 5.5)	0.05	44.70	4,648
FRC Coordinator (Admin.)	1.00	28.75	56,160
Program Manager (Admin.)	0.041	44.70	<u>400</u>
SUBTOTAL CB SALARIES:			\$118,625
CB Benefits (28%) <sup>(3 and 4)</sup>			<u>33,118</u>
SUBTOTAL CB SALARIES AND BENEFITS:			\$151,743
<u>Human Options (HO)</u> <sup>(5)</sup>			
Childcare Worker (Service 6.2)	0.10	\$14.50	\$ 3,016
Clinical Supervisor (Service 5.1)	0.05	32.69	3,400
Counselor/Parenting Educator (Services 5.2 and 5.9)	0.50	25.13	26,000
Program Director (Admin.)	0.025	41.35	<u>2,150</u>
SUBTOTAL HO SALARIES:			\$ 34,566
HO Benefits (16%) <sup>(3 and 4)</sup>			<u>5,531</u>
SUBTOTAL HO SALARIES AND BENEFITS:			\$ 40,097
<u>Orange County Children's Therapeutic Arts Center (OCCTAC)</u> <sup>(5)</sup>			
OST Leader (Service 5.8)	0.06	\$35.00	\$ <u>4,288</u>
SUBTOTAL OCCTAC SALARIES:			\$ 4,288
OCCTAC Benefits (8%) <sup>(3)</sup>			<u>328</u>
SUBTOTAL OCCTAC SALARIES AND BENEFITS:			\$ 4,616
<u>The Raise Foundation (RF)</u> <sup>(5)</sup>			
Accountant/Bookkeeper (Admin.)	0.05	\$33.76	\$ 3,120
Information and Referral Specialist (Service 5.6)	1.00	16.48	32,032
Operations Manager (Admin.)	0.03	30.00	1,352
Program Manager (Admin.)	0.05	27.86	<u>2,600</u>

1	SUBTOTAL RF SALARIES:	\$ 39,104
2	RF Benefits (19%) <sup>(3 and 4)</sup>	<u>7,430</u>
3	SUBTOTAL RF SALARIES AND BENEFITS:	\$ 46,534
4	SUBTOTAL ALL SALARIES AND BENEFITS:	\$242,990
5	<u>PARTICIPANT RELATED SERVICES AND EXPENSES</u>	
6	CB CEAC (Service 6.1.4)	\$ 1,000
7	CB Direct Service Expense (Subparagraph 13.6)	1,000
8	CB Emergency Assistance Fund (Service 6.3)	1,000
9	CB Life Skills Workshop (Service 5.7)	500
10	CB TLFR Family Fun Activities (Service 5.11)	500
11	HO Direct Service Expense (Subparagraph 13.6)	1,000
12	HO Parenting Education (Service 5.9)	7,500
13	HO PEP Expense (Service 5.10) <sup>(7)</sup>	6,000
14	OCCTAC Direct Service Expense (Subparagraph 13.6)	384
15	RF Direct Service Expense (Subparagraph 13.6)	1,239
16	RF Emergency Assistance Fund (Service 6.3)	<u>1,200</u>
17	SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES:	\$ 21,323
18	<u>ADMINISTRATIVE SERVICES AND SUPPLIES <sup>(5)</sup></u>	
19	<u>SERVICES:</u>	
20	RF Independent Audit	\$ 900
21	<u>SUPPLIES:</u>	
22	CB Office Supplies	700
23	CB Postage	100
24	CB Printing/Marketing Materials (Service 5.4)	100
25	CB Program Expense/Set-Up Costs	900
26	HO Program Expense	3,095
27	RF Office Supplies	800
28	RF Program Expense	<u>500</u>
29	SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:	\$ 7,095
30	<u>OPERATING EXPENSES <sup>(5)</sup></u>	
31	CB Equipment Purchase/Lease/Maintenance	\$ 1,498
32	CB Mileage <sup>(6)</sup>	800
33	CB Staff Training	300
34	CB Telephone/Internet	1,700
35	CB Utilities	1,800
36	HO Internet Expenses	750
37	HO Mileage <sup>(6)</sup>	750
38	HO Staff Training	1,000
39	HO Telephone Expenses	599
40	RF Insurance	900
41	RF Mileage <sup>(6)</sup>	950
42	RF Phone/DSL/Internet/Tech	1,275

RF Staff Training	<u>100</u>
SUBTOTAL OPERATING EXPENSES	\$ 12,422
<u>Indirect Cost <sup>(5)</sup></u>	
CB Indirect Cost	\$ 9,549
HO Indirect Cost	6,019
RF Indirect Cost	<u>602</u>
SUBTOTAL INDIRECT COST:	\$ 16,170
SUBTOTAL ALL SALARIES, BENEFITS, PARTICIPANT RELATED SERVICES AND SUPPLIES, ADMINISTRATIVE SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COST:	\$300,000
<b>MAXIMUM COUNTY OBLIGATION</b>	<b>\$300,000</b>

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

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

<sup>(3)</sup> Employee Benefits may include contributions to 401k or retirement plans; health insurance; dental insurance; life, vision insurance; long-term/short-term disability insurance; life and disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, and vacation/sick time accrual as specified in footnote four (4) below. CB's overall benefit rate shall not exceed twenty-eight percent (28%) of actual salary expense claimed. HO's overall benefit rate shall not exceed sixteen percent (16%) of actual salary expense claimed. OCCTAC's overall benefit rate shall not exceed eight percent (8%) of actual salary expense claimed. RF' overall benefit rate shall not exceed nineteen percent (19%) of actual salary expense claimed.

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1           <sup>(4)</sup> Actual expenses for a vacation/sick time accrual, paid to an employee  
2 upon separation in accordance with Contractor's established policy, will be  
3 included as an itemized amount on the Salary and Benefit Worksheet submitted  
4 as part of Contractor's monthly invoice packet. The expense shall be limited  
5 to the amount of vacation/sick time earned by the employee during the County  
6 fiscal year in which the claim is made, minus any vacation/sick time the  
7 employee used during the same fiscal year. For example, if an employee  
8 separates on February 15, 2016, the vacation/sick time accrual amount eligible  
9 for reimbursement through the Agreement shall be based upon the period of July  
10 1, 2015 through February 15, 2016 only.

11           <sup>(5)</sup> Administrative costs are defined as those costs not solely related to  
12 direct services to clients, supervision, and program costs (e.g., executive  
13 director oversight, technology services, accounting, payroll, etc.) shall be  
14 held to no more than fifteen percent (15%) of total gross program costs.

15           <sup>(6)</sup> Mileage is limited to the amount allowed by IRS.

16           <sup>(7)</sup> HO shall allocate a minimum of seven thousand five hundred dollars  
17 (\$7,500) annually to the provision of PEP Services. Allowable costs shall  
18 include expenses directly related to PEP services and salary and benefit for  
19 PEP Instructor staff. Monthly reimbursement is based on actual hours worked.

#### 20 14. STAFF

##### 21 14.1 Recruitment Practices:

22           14.1.1 CONTRACTOR shall use a formal recruitment plan, which  
23 complies with Federal and State employment and labor regulations. CONTRACTOR  
24 shall hire staff with the education, language skills, and experience necessary  
25 to appropriately perform all functions as described in this Agreement.

26           14.1.2 The number of direct service bilingual staff shall meet  
27 the needs of the community to be served.

28 ///

1           14.1.3 CONTRACTOR may be required to submit employer's bilingual  
2 certification criteria and/or test results.

3           14.2 CONTRACTOR shall specify the FTE percentage for each service for  
4 staff that provides more than one service. The combined FTE for any  
5 individual staff may not exceed a 1.0 maximum.

6           CONTRACTOR shall provide the following described staff positions:

7           14.3 Accountant/Bookkeeper (RF):

8           14.3.1 Duties: Responsible for ensuring accurate and timely  
9 payment of FRC partner agency invoices, timely billing to ADMINISTRATOR,  
10 documenting expenditures for audit purposes, attending FaCT-required training,  
11 and providing financial reports as required or requested by FRC partner  
12 agencies and/or ADMINISTRATOR.

13           14.3.2 Qualifications Option One (1): Bachelor's degree in  
14 business, management or related field from an accredited university.  
15 Proficiency in English is required.

16           14.3.3 Qualifications Option Two (2): A minimum of five (5)  
17 years of experience in office management including knowledge of QuickBooks and  
18 Microsoft Office programs, attention to detail, ability to work in a  
19 collaborative environment and computer competency. Proficiency in English is  
20 required and bilingual, based on the community need is preferred.

21           14.4 Childcare Worker (HO):

22           14.4.1 Duties: Provide childcare activities at the FRC to  
23 children of PARTICIPANTS attending FRC services, communicate with FRC  
24 Coordinator and HO's supervisor, attend all required meetings and trainings,  
25 and complete required documents.

26           14.4.2 Qualifications: High school diploma or equivalent and  
27 one (1) year of childcare experience, including working with infants; ability  
28 to deal with stressful situations; and be creative and energetic. Proficiency

1 in English is required and bilingual, based on community language need, is  
2 preferred.

3 14.5 Clinical Supervisor (HO):

4 14.5.1 Duties: Provide individual and group supervision as  
5 applicable, clinical supervision for counseling services, case consultation to  
6 HO staff as needed, monitor cases, be available for crisis and clinical  
7 consultation as needed, review documents for clinical content, verify the laws  
8 of confidentiality, and ensure that child and elder/dependent adult abuse  
9 reporting are followed-up on every case consult. Ensure accuracy of paperwork  
10 and data entered into the FaCT-approved database and attend all required  
11 meetings and trainings.

12 14.5.2 Qualifications: Licensed Clinical Social Worker (LCSW),  
13 Licensed Marriage and Family Therapist (MFT), or Licensed Clinical  
14 Psychologist and two (2) years of clinical supervision experience.  
15 Proficiency in English is required.

16 14.6 Community Engagement Volunteer Coordinator (CB):

17 14.6.1 Duties: Responsible for assisting in advocacy for the  
18 expansion of the FRC CEAC, programs, and activities focusing on issues that  
19 affects the health, well-being, and public safety of residents in the FRC  
20 community. Oversee community organizing, volunteer recruitment and training,  
21 problem solving, developing and implementing an outreach plan, support the  
22 efforts of local programs to explore donation and service opportunities for  
23 the FRC, develop and promote FRC volunteer project activities, develop and  
24 maintain regular contact with community organizations, coordinate and  
25 communicate with FRC Coordinator, attend all required meetings and trainings,  
26 administer FaCT-approved measurement tools, and enter results into the FaCT-  
27 approved database.

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1           14.6.2 Qualifications: Option One (1): Bachelor's degree in  
2 human services or related field from an accredited university; two (2) years  
3 of experience working with at-risk families and the community, including one  
4 (1) year supervision experience; knowledge of public and private social  
5 services agencies, community resources, including Federal and State programs;  
6 capable of relating well to individuals from diverse backgrounds, cultures,  
7 varied income, and education levels; and computer competency. Proficiency in  
8 English is required, and bilingual, based on community language need, is  
9 preferred.

10           14.6.3 Qualifications Option Two (2): A minimum of five (5)  
11 years of experience working with at-risk families and the community, including  
12 one (1) supervision experience; knowledge of public and private social  
13 services agencies, community resources, including Federal and State programs;  
14 capable of relating well to individuals from diverse backgrounds, cultures,  
15 varied income, and education levels; and computer competency. Proficiency in  
16 English is required, and bilingual, based on community language need, is  
17 preferred.

18           14.7 Counselor (HO):

19           14.7.1 Duties: Responsible for providing therapy including  
20 assessment treatment planning, termination, and documentation. Administer  
21 FaCT approved pre/post measurement tools and entering results into the FaCT-  
22 approved database.

23           14.7.2 Qualifications: Licensed or license-eligible clinician,  
24 MFT Intern, or Masters in Social Work (MSW) Intern enrolled in an accredited  
25 graduate program under clinical supervision. Proficiency in English and  
26 bilingual, based on community language need, is required.

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1           14.8 Family Support Specialist (CB):

2           14.8.1 Duties: Responsible for assessing needs and assisting  
3 families to access resources to meet those needs, including court ordered  
4 families to facilitate family reunification; case planning; compiling and  
5 maintaining records; preparing reports; attending and presenting cases at CMT  
6 meetings; completing FaCT-approved assessment tools; data entry into FaCT-  
7 approved database; attending all required FaCT meetings and trainings,  
8 identifying and encouraging families to participate and become active in  
9 volunteer and leadership opportunities at the FRC (e.g., CEAC and community  
10 projects); and performing related duties as assigned.

11           14.8.2 Qualifications Option One (1): Bachelor's degree in  
12 human services or related field from an accredited university, two (2) years  
13 of experience working directly with families in crisis and the community, and  
14 knowledge of the child welfare system. Proficiency in English and bilingual,  
15 based on community language need, is required.

16           14.8.3 Qualifications Option Two (2): A minimum of five (5)  
17 years of experience working directly with families in crisis and the community  
18 and knowledge of the child welfare system. Proficiency in English and  
19 bilingual, based on community language need, is required.

20           14.9 Foster and Adoptive Parent Recruiter (CB):

21           14.9.1 Duties: Responsible for promoting, at community  
22 events/workshops and other local community events in collaboration with  
23 ADMINISTRATOR, information about the adoption process, available services,  
24 community involvement, and the need for foster and adoptive resources for  
25 children in need of a permanent home.

26           14.9.2 Qualifications: High school diploma or equivalent, one  
27 (1) year of experience working directly with families in crisis and community,  
28 knowledge of local resources, excellent customer service skills, and computer

1 competency (i.e., knowledge and ability to use computers and related  
2 technology). Proficiency in English and bilingual, based on community  
3 language need, is required.

4 14.10 FRC CMT Clinical Supervisor (CB):

5 14.10.1 Duties: Facilitate case management team group process,  
6 ensure thorough assessment and linkages for families to resources, and ensure  
7 team and/or staff members follow up on all mandated reporting requirements.  
8 Responsibilities include, but are not limited to:

9 14.10.1.1 Verify and track attendance of required FRC  
10 CMT members;

11 14.10.1.2 Ensure PARTICIPANT confidentiality/release  
12 forms are signed by PARTICIPANT and FRC CMT members;

13 14.10.1.3 Review the laws of confidentiality and child,  
14 elder/dependent adult abuse reporting on an annual basis and ensure compliance  
15 for each case presented;

16 14.10.1.4 Ensure all FRC CMT cases conferenced are  
17 multiple needs cases (i.e., not just information and referral);

18 14.10.1.5 Facilitate weekly review of FRC CMT cases,  
19 including a thorough assessment of needs, treatment plan, and termination;

20 14.10.1.6 Provide and coordinate ongoing cross-training  
21 to FRC CMT on clinical training needs;

22 14.10.1.7 Ensure families are invited to the FRC CMT  
23 meetings;

24 14.10.1.8 Maintain a binder of weekly case logs and  
25 registration forms for each case conferenced at FRC CMT;

26 14.10.1.9 Complete standardized FRC CMT assessment  
27 tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT  
28 database; and

1 14.10.1.10 Actively engage new collaborative partners  
2 and/or other COUNTY agency representatives to conference cases that would  
3 benefit families.

4 14.10.2 Qualifications: LCSW, MFT, or Licensed Clinical  
5 Psychologist. A minimum of one (1) year of group/meeting facilitation  
6 experience is preferred. Proficiency in English is required.

7 14.11 FRC Coordinator (CB):

8 14.11.1 Duties: Perform a variety of administrative functions  
9 including: coordinate service providers; supervise FRC staff oversee day-to-  
10 day FRC operations of the FRC; compile statistical and financial data for  
11 various reports; facilitate community involvement in the CEAC; coordinate  
12 governance and policy procedure development; coordinate training opportunities  
13 for staff; prepare and monitor program budget; perform outreach to community  
14 businesses and schools; market FRC services within the community; initiate  
15 outreach to new partners and service providers; address public inquiries  
16 regarding FRC services, procedures, operations, and regulations; facilitate  
17 Contractor Partner Agencies and staff meetings and ensure completion of  
18 meeting minutes; complete all required documentation; attend all required FaCT  
19 meetings and trainings; and perform related duties as assigned.

20 14.11.2 Qualifications Option One (1): Bachelor's degree  
21 (Master's degree preferred) in social work, sociology, psychology, or related  
22 field from an accredited university; two (2) years of experience working with  
23 at-risk families and the community; knowledge of the child welfare system;  
24 capable of relating well to individuals from diverse backgrounds cultures,  
25 varied income, and education levels; supervision experience in management;  
26 ability to work successfully in a collaborative environment; attention to  
27 detail; and computer competency. Proficiency in English is required and  
28 bilingual, based on community language need, is preferred.

1           14.11.3 Qualifications Option Two (2): A minimum of five (5)  
2 years of experience working with at-risk families and the community; knowledge  
3 of the child welfare system; capable of relating well to individuals from  
4 diverse backgrounds, cultures, varied income, and education levels;  
5 supervision experience in management; ability to work successfully in a  
6 collaborative environment; attention to detail; and computer competency.  
7 Proficiency in English is required and bilingual, based on community language  
8 need, is preferred.

9           14.12 Information and Referral Specialist (RF):

10           14.12.1 Duties: Responsible for responding to walk-in, call-in,  
11 and referred PARTICIPANTS seeking community resources. Assess PARTICIPANT's  
12 immediate needs and make referrals to appropriate resources. Administer FaCT-  
13 approved measurement tools and enter results into the FaCT-approved database.  
14 Collaborate with ADMINISTRATOR and FRC Coordinator in promoting the need for  
15 foster and adoptive resources for children in need of a permanent home.  
16 Identify and encourage families to participate and become active in volunteer  
17 and leadership positions at the FRC (e.g., CEAC community projects).

18           14.12.2 Qualifications: High school diploma or equivalent; one  
19 (1) year of community experience working directly with families in crisis and  
20 community, knowledge of local resources, excellent customer service skills,  
21 and computer competency (i.e., knowledge and ability to use computers and  
22 related technology). Proficiency in English and bilingual, based on community  
23 language need, is required.

24           14.13 Operations Manager (RF):

25           14.13.1 Duties: Administer all human resource functions  
26 including administration of benefits; manage insurance renewals; maintain  
27 accounts receivable and accounts payable functions; and oversee payroll.

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1           14.13.2 Qualifications Option One (1): Bachelor's degree in  
2 business, management or related field from an accredited university.  
3 Proficiency in English is required and bilingual, based on the community need,  
4 is preferred.

5           14.13.3 Qualifications Option Two (2): Five (5) years of  
6 experience in office management including knowledge of QuickBooks and  
7 Microsoft Office programs; attention to detail, ability to work in a  
8 collaborative environment and computer competency skills. Proficiency in  
9 English is required and bilingual, based on the community need, is preferred

10           14.14 Out-of-School-Time Youth Leader (OCCTAC):

11           14.14.1 Duties: Responsible for providing weekly Out-of-School-  
12 Time Youth Program services, supervising art activities, monitoring  
13 attendance, ensuring the health and safety of PARTICIPANTS is maintained at  
14 all times, coordinating and communicating with FRC Coordinator, and submit  
15 completed administered FaCT-approved measurement tools to FRC Coordinator to  
16 enter results into the FaCT-approved database. An OCCTAC representative will  
17 attend required meetings.

18           14.14.2 Qualifications: Two (2) years of college education,  
19 including twelve (12) units of child development or related coursework; two  
20 (2) years of experience teaching art to children and youths, including one (1)  
21 year of experience working with children is required. Proficiency in English  
22 is required, and bilingual, based on community language need, is preferred.

23           14.15 Parenting Educator (HO):

24           14.15.1 Duties: Responsible for teaching parenting education  
25 classes, administering FaCT-approved pre/post-tests measurement tools, and  
26 entering results into FaCT-approved database.

27           14.15.2 Qualifications: Twelve (12) units of college education  
28 in child development, psychology, sociology, social work, or a related field;

1 one (1) year of experience working in the human services field; and trained  
2 and/or certified to provide CONTRACTOR's chosen evidence-based or evidence-  
3 informed curriculum. Proficiency in English and bilingual, based on community  
4 language need, is required.

5 14.16 PEP Instructor (HO):

6 14.16.1 Duties: Provide and instruct Personal Empowerment  
7 Program (PEP) services, administer FaCT-approved pre/post measurement tools,  
8 and enter results into the FaCT-approved database.

9 14.16.2 Qualifications: PEP certified instructor shall possess a  
10 minimum of two (2) years of experience working with domestic violence  
11 families, forty (40) hours of Domestic Violence Prevention training, eight (8)  
12 hours of Child Abuse Prevention and Reporting Training, completion of PEP  
13 Training, and a valid Domestic Violence Advocate Certificate is required.  
14 Proficiency in English and bilingual, based on community language need, is  
15 required.

16 14.17 Program Manager (CB):

17 14.17.1 Duties: Provide general oversight of and responsibility  
18 for COUNTY/FaCT contract at designated site, supervise FRC Coordinator and FRC  
19 projects, integrate new and existing FRC programs, collaborate with FaCT  
20 staff, attend FaCT committee meetings and forums, and provide local and  
21 regional FRC advocacy.

22 14.17.2 Qualifications: Master's degree in social work or  
23 related field from an accredited university, five (5) years of social services  
24 experience, and three (3) years of supervision experience is required. Two  
25 (2) years of experience in more than one child welfare service (i.e., foster  
26 care, residential care, in-home services, wraparound services, family  
27 preservation, or other child abuse prevention) is preferred. Proficiency in  
28 English is required.

1           14.18 Program Manager (RF):

2           14.18.1 Duties: Provide oversight and supervision of RF's staff  
3 in Agreement; attend meetings (i.e., Steering Committee, case management, and  
4 other partner related meetings) as contractually required; act as liaison  
5 between FRC partners, RF accounting department, and FaCT to ensure accurate  
6 and timely invoicing to the Designated Lead Agency; ensure accuracy of  
7 billings; and maintain complete and accurate records of all financial and  
8 outcome measurement data.

9           14.18.2 Qualifications Option One (1): Bachelor's Degree in  
10 social work, psychology, or a related field from an accredited university, two  
11 (2) years of experience working with at-risk families and the community,  
12 knowledge of the child welfare system, supervision experience, ability to work  
13 successfully in a collaborative environment, attention to detail, computer  
14 competency skills, ability to facilitate meetings and excellent speaking,  
15 writing and organizational skills. Proficiency in English is required.

16           14.18.3 Qualifications Option Two (2): Five (5) years of  
17 supervision experience, five (5) years of experience working with at-risk  
18 families and the community, knowledge of the child welfare system, ability to  
19 work successfully in a collaborative environment, attention to detail computer  
20 competency skills, ability to facilitate meetings and excellent speaking  
21 writing and organizational skills. Proficiency in English is required.

22           14.19 Program Manager/Director (H0):

23           14.19.1 Duties: Oversee all H0 services contracted with FaCT,  
24 supervising FaCT-contracted staff, ensure accuracy of data into FaCT-approved  
25 database, and attend all required FaCT meetings and trainings.

26           14.19.2 Qualifications: Master's degree in social work,  
27 counseling, or related field from an accredited university (LCSW or Licensed  
28 MFT preferred); two (2) years of management and supervision experience;

1 computer competency; excellent written and verbal communication skills;  
2 knowledge of program support, grant writing, and community development;  
3 domestic violence, clinical supervision, field instructor certifications; and  
4 program development experience is preferred. Proficiency in English is  
5 required and bilingual, based on community language need, is preferred.

6 14.20 TLFR Family Fun Activities Leader (CB):

7 14.20.1 Duties: Provide supervision and TLFR Family Fun  
8 Activities to children and youth in the reunification process, monitor  
9 attendance, and ensure the health and safety of the children is maintained at  
10 all times, coordinate events with FRC Coordinator, attend all required  
11 meetings, and administer FaCT-approved measurement tools and enter results  
12 into the FaCT-approved database.

13 14.20.2 Qualifications: Twelve (12) units of college education  
14 in child development, education, psychology, sociology, social work, health,  
15 recreation, business, or related field from an accredited institution of  
16 higher learning; one (1) year of experience working with families and/or  
17 children; and one (1) year of experience facilitating groups and/or workshops.  
18 Proficiency in English is required and bilingual, based on community language  
19 need, is preferred.

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