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AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

THE RAISE FOUNDATION

AND

CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA

AND

HUMAN OPTIONS. INC.

AND

MISSION HOSPITAL REGIONAL MEDICAL CENTER

FOR THE PROVISION OF

SERVICES PROMOTING SAFE AND STABLE FAMILIES,

DIFFERENTIAL RESPONSE, AND FAMILY STABILIZATION

THIS AGREEMENT, entered into this 1st day of July 1, 2015, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and The Raise Foundation, a California non-profit corporation; Children's Bureau of Southern California, a California non-profit corporation; Human Options, Inc., a California non-profit corporation; and Mission Hospital Regional Medical Center, a California non-profit corporation; hereinafter collectively referred to as "SOUTH ORANGE COUNTY FAMILY RESOURCE CENTER" or "CONTRACTOR." The Raise Foundation, Children's Bureau of Southern California, Human Options, Inc., and Mission Hospital Regional Medical Center, may each also be referred to as "Contractor Partner Agencies." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

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W I T N E S S E T H:

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

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of services Promoting Safe and Stable Families, Differential Response, and Family Stabilization in Orange County; and

services to increase client success in achieving self-sufficiency; and

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

WHEREAS, such services are authorized and provided for pursuant to the Adoptions and Safe Families Act of 1997 (Public Law 105-89), California Welfare and Institutions Code Sections 16600-16605, All County Letters (ACL) No. 01-20 and ACL No. 03-12, ACL No. 14-12, and the Child and Family Services Improvement and Innovation Act (2001);

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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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. <u>STATUS OF CONTRACTOR</u>

- 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.

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4. DESCRIPTION OF SERVICES, STAFFING

- CONTRACTOR agrees to provide those services, facilities, equipment and supplies as described in the Exhibit "A" to the Agreement between County of Orange and South Orange County Family Resource Center (FRC), for the Provision of Services Promoting Safe and Stable Families, Differential Response (DR), and Family Stabilization (FS) Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.
- Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum obligation as set forth in this Agreement is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR. CONTRACTOR shall appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior.
- In the performance of this Agreement, CONTRACTOR shall comply, unless waived in whole or in part by ADMINISTRATOR, with all applicable provisions of the California Welfare and Institutions Code (WIC): Title 45 of

the Code of Federal Regulations (CFR); Federal Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange Social Services Agency and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereafter amended.

- 5.2.1 For Federally funded Agreements in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from Federal financial assistance programs and/or activities.
- 5.3 CONTRACTOR shall cooperate with the California Department of Social Services (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all reporting and evaluation requirements established by CDSS.

6. <u>DELEGATION AND ASSIGNMENT/SUBCONTRACTS</u>

6.1 Delegation and Assignment:

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

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6.2 Subcontracts:

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

6.2.1 Subcontracts of \$25,000 or less:

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

6.2.2 <u>Subcontracts in excess of \$25,000</u>:

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

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

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

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

7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

7.1 <u>Form of Business Organization</u>:

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

- 7.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 7.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

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

7.2 Change in Form of Business Organization:

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

7.3 Real Property Disclosure:

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

- 7.3.1 The location by street address and city of any such real property.
- 7.3.2 The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- 7.3.3 A detailed description of all existing and pending agreements, with respect to the use or occupation of any such real property. Such description shall include, but not be limited to:
- 7.3.3.1 The term duration of any rental, lease or license agreement;

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

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

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

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

7.3.5 True and correct copies of all agreements with respect to any such real property shall be appended to the affidavit described above and made a part thereof. If, during the term of this Agreement, there is a change

in the agreement(s) with respect to real property where persons receive services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, describing such changes.

8. NON-DISCRIMINATION

- 8.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected group in accordance with the requirements of all applicable Federal or State laws.
- 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.
- 8.3 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 8 et seq.
- 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

8.5 <u>Non-Discrimination in Employment</u>:

8.5.1 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed,

color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected group in accordance with the requirements of all applicable Federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

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

California Department of Social Services

Public Inquiry and Response Bureau

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

Sacramento, CA 94244-2430

Telephone: (800) 952-5253

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

8.6 <u>Non-Discrimination in Service Delivery</u>:

8.6.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7

CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action and Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 8.6 et seq.

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

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

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

<u>County Civil Rights Contact</u>:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

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<u>Federal Civil Rights Contact</u>:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. NOTICES

9.1 <u>All</u> 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: South Orange County Family Resource Center

c/o The Raise Foundation

2900 Bristol Street, Suite J-201

Costa Mesa, CA 92626-5981

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.

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

12. INSURANCE

12.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with, and to keep such the certificates therefore with insurance coverage and deposit on ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this agreement shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this agreement. It is the obligation

of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Agreement for inspection by County representative(s) at any reasonable time.

- 12.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- 12.3 All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of CONTRACTOR's current audited financial report.
- 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

12.5 Qualified Insurer:

- 12.5.1 The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 12.5.2 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial rating.

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

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

12.7 Required Coverage Forms:

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

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

12.8 <u>Required Endorsements</u>:

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

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

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

- 12.9 The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.
- 12.10 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 12.11 CONTRACTOR shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this Agreement.
- 12.12 If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following completion of this Agreement.
- 12.13 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 12.14 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 9 of this Agreement.

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

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

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

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

13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

CONTRACTOR shall report to COUNTY:

- 13.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- $13.2\,$ Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.

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

- 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY property. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.
- 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the term of this Agreement. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

14. CONFLICT OF INTEREST

- 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR's employees, agents, relatives, subcontractors, and third parties associated with accomplishing the work hereunder.
- 14.2 CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.

15. ANTI-PROSELYTISM PROVISION

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

16. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available

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

17. EQUIPMENT

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

CONTRACTOR further agrees to the following:

- 17.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
- 17.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.
- 17.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen

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

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

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

17.3 <u>Personal Computer Equipment</u>:

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

18. <u>BREACH SANCTIONS</u>

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

any other remedies available at law, in equity, or otherwise specified in this Agreement:

- 18.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or
- 18.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or
- 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

19. <u>DESIGNATED LEAD AGENCY</u>

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

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activities	that	inc	lude	but	are	not	limited	to	the	fo	llowir	ng:		

- 19.2.1 Oversight of FRC services;
- 19.2.2 Employment and supervision of the FRC Coordinator;
- 19.2.3 Facilitating established meetings for Contractor Partner Agencies and generating meeting minutes;
- 19.2.4 Coordinating a minimum of weekly case management meetings;
- 19.2.5 Collecting and maintaining complete documentation for invoices from Contractor Partner Agencies;
- 19.2.6 Overseeing the collection, maintenance, and management of FRC data including outcome measurements from Contractor Partner Agencies;
- 19.2.7 Generating monthly reports (i.e. Service Grids) in accordance with Paragraph 38 of this Agreement and Exhibit Paragraph 9 for submission to COUNTY;
- 19.2.8 Reimbursing FaCT-funded Contractor Partner Agencies for FaCT-funded services rendered prior to invoicing COUNTY;
- 19.2.9 Generating modification requests on the FRC's behalf for submission to COUNTY:
- 19.2.10 Collecting information from Contractor Partner Agencies and generating a monthly FRC activity calendar;
- 19.2.11 Coordinating FRC sustainability efforts referenced in Exhibit "A", Paragraph 11 of this Agreement;
- 19.2.12 Ensuring all Contractor Partner Agencies are current on required documentation (e.g., insurance certificates, copies of resumes/applications, independent audits);

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19.2.13 Ensuring all Non-FaCT Funded Partner Agency(ies) have a current agreement with the FRC and provide copies of agreements to COUNTY upon request:

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

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

19.2.16 Attending required FaCT meetings and mandatory trainings; and

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

20. PAYMENTS

20.1 <u>Maximum Contractual Obligation</u>:

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$2,380,465: The amount of \$476,093 for July 1, 2015 through June 30, 2016; the amount of \$476,093 for July 1, 2016 through June 30, 2017; the amount of \$476,093 for July 1, 2017 through June 30, 2018; the amount of \$476,093 for July 1, 2018 through June 30, 2019; and the amount of \$476,093 for July 1, 2019 through June 30, 2020 or actual allowable costs, whichever is less.

20.2 Allowable Costs:

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

20.3 <u>Claims</u>:

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

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

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

20.3.4 <u>Year End and Final Claims</u>:

20.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date that which the final claim

per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

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

21. OVERPAYMENTS

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

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22. <u>OUTSTANDING DEBT</u>

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

23. FINAL REPORT

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

24. INDEPENDENT AUDIT

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

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

as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

25. RECORDS, INSPECTIONS AND AUDITS

25.1 Financial Records:

- 25.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.
- 25.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

25.2 Client Records:

- 25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.
- 25.2.2 All client records related to services provided under the terms of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to client records to COUNTY in accordance with Subparagraph 43.2.
- 25.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been

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

25.3 Public Records:

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

25.4 Inspections and Audits:

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

- 25.4.2 CONTRACTOR shall make its books and financial records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.
- 25.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and financial records.
- 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof

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

25.5 Evaluation Studies:

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

26. PERSONNEL DISCLOSURE

- 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR in writing, along with a copy of a résumé and/or job application. The list shall include:
- 26.1.1 Names of all full or part-time personnel by title, including volunteer personnel, whose direct services are required to provide the programs described herein;
- 26.1.2 A brief description of the functions of each position and the hours each person works each week; or for part-time personnel, each day or month, as appropriate;
- 26.1.3 The professional degree, if applicable, and experience required for each position; and
 - 26.1.4 The language skill, if applicable, for all personnel.
- 26.2 CONTRACTOR's employment applications shall require applicants to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of ///

any applicant shall be cause for termination of that employee from the performance of services under this Agreement.

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

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

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

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- 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff.
- 26.7 COUNTY shall have the right to require CONTRACTOR to remove any employee from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said personnel.
- 26.8 CONTRACTOR shall notify COUNTY immediately when staff is terminated for cause from working on this Agreement.
- 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 28.1 In order to comply with child support enforcement requirements of COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:
 - (a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
 - (b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
 - (c) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and
 - (d) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.
- 28.2 The failure of CONTRACTOR to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.
- 28.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

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29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

31. CONFIDENTIALITY

- 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.
- 31.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and volunteers. CONTRACTOR shall require all of its employees, agents,

subcontractors and volunteer staff who may provide services for CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall comply with any audits specified in Paragraph 25, provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

- 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision and that any person violating the provisions of said State law may be guilty of a crime.
- 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.
- 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case law, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.
- 31.5.1 No access, disclosure or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.
- 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed or recorded by any publication or organization or to appear on any radio,

television or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

32. COPYRIGHT ACCESS

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

33. WAIVER

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

34. PETTY CASH

CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed one thousand dollars (\$1.000).

35. <u>PUBLICITY</u>

- 35.1 Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement shall state that the program, wholly or in part, is funded through COUNTY, State and Federal government funds.
- 35.2 CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not

inhibit CONTRACTOR from publishing its role under this Agreement within the following conditions:

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

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

36. COUNTY RESPONSIBILITIES

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

37. REFERRALS

37.1 CONTRACTOR shall provide services to individuals referred by ADMINISTRATOR.

38. REPORTS

- 38.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.
- 38.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

39. ENERGY EFFICIENCY STANDARDS

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

40. ENVIRONMENTAL PROTECTION STANDARDS

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

- 40.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 40.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
- $40.3\,$ It will notify COUNTY and EPA about any known violation of the above laws and regulations.

41. <u>CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN</u> <u>FEDERAL TRANSACTIONS</u>

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

A. The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Paragraph (B) of this certification.

- B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that
- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
- 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- 3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed

or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

42. POLITICAL ACTIVITY

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

43. TERMINATION PROVISIONS

- 43.1 ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of CONTRACTOR. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.
- 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, and pertinent documents.
- 43.3 The obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR will be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

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

44. GOVERNING LAW AND VENUE

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

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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ELDON BABER EXECUTIVE DIRECTOR THE RAISE FOUNDATION	By:CHAIRMAN OF THE BOARD OF SUPERVISORS
THE RAISE FOUNDATION	COUNTY OF ORANGE, CALIFORN
Dated:	Dated:
By:KENNETH D. MCFARLAND CHIEF EXECUTIVE OFFICER	By:
CHIEF EXECUTIVE OFFICER MISSION HOSPITAL REGIONAL MEDICAL CENTER	DIRECTOR OF COMMUNITY SERV CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
Dated:	Dated:
SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO	
THE CHAIR OF THE BOARD PER G.C. Sec. 25103. Reso 79-1535 Attest:	MARICELA RIOS-FAUST CHIEF OPERATIONS OFFICE HUMAN OPTIONS, INC.
	Dated:
Robin Stieler Interim Clerk of the Board County of Orange, California	
APPROVED AS TO FORM COUNTY COUNSEL COUNTY OF ORANGE. CALIFORNIA	
By: annie LOO DEPUTY	
Dated: 5/4/15	

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EXHIBIT A

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AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

THE RAISE FOUNDATION

AND

CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA

AND

HUMAN OPTIONS, INC.

AND

MISSION HOSPITAL REGIONAL MEDICAL CENTER

FOR THE PROVISION OF

SERVICES PROMOTING SAFE AND STABLE FAMILIES,

DIFFERENTIAL RESPONSE, AND FAMILY STABILIZATION

1. <u>POPULATION TO BE SERVED</u>

1.1 CONTRACTOR shall provide services promoting safe and stable families to birth, kinship, blended, adoptive, and foster families with children, ages birth through eighteen (0-18) years, who are at risk and/or experiencing child abuse and/or neglect, families living in poverty or economic hardships, domestic violence, unemployment, teen pregnancy, and unhealthy parenting families receiving child welfare services, including families in the family reunification and/or adoption process; homeless families, unaccompanied homeless youth, and those at risk of homelessness; non-minor dependents ages eighteen through twenty-one (18-21), who are being served by child welfare or probation agencies and who are under the

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

- 1.2 Contractor shall provide Family Resource Center (FRC) services primarily to those PARTICIPANTS residing in the city of Lake Forest and surrounding communities.
- 1.3 CONTRACTOR shall provide Differential Response (DR) services to PARTICIPANTS including: birth, kinship, blended, adoptive, and foster families with children birth to eighteen (0-18) years who are at risk for child abuse and/or neglect and who have been identified by Social Services Agency (SSA) Children and Family Services (CFS) Division as likely to make needed changes to improve child safety.
- 1.4 CONTRACTOR shall provide Family Stabilization (FS) services to PARTICIPANTS including California Work Opportunity and Responsibility to Kids (CalWORKs) program recipients who are experiencing an identified situation and/or crisis that is destabilizing the family and would interfere with the adult clients' ability to participate in Welfare-to-Work (WTW) activities and services.
- 1.5 CONTRACTOR shall provide DR and FS services to PARTICIPANTS residing in the following cities: Aliso Viejo, Coto de Caza, Dana Point, Ladera Ranch, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Las Flores, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, and surrounding unincorporated areas.

2. PSSF & CBCAP FUNDING REQUIREMENTS

2.1 CONTRACTOR shall provide services/activities, as described in Paragraph 5 below, to address one (1) or more of the seven (7) Promoting Safe and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,

and addressing all four (4) of the PSSF service categories defined in Subparagraphs 2.3.1 through 2.3.4 below.

- 2.2 <u>PSSF Outcomes</u>: Services must meet a minimum of one (1) of the following PSSF outcomes:
- 2.2.1 Children are, first and foremost, protected from abuse and neglect.
- 2.2.2 Children are safely maintained in their own homes whenever possible and appropriate.
- 2.2.3 Children have permanency and stability in their living situations.
- 2.2.4 The continuity of family relationships and connections is preserved for children.
- 2.2.5 Families have enhanced capacity to provide for their children's needs.
- 2.2.6 Children receive appropriate services to meet educational needs.
- 2.2.7 Children receive adequate services to meet physical and mental health needs.
 - 2.3 The four (4) PSSF service categories are as follows:
- 2.3.1 <u>Family Preservation</u>: Family Preservation (FP) services typically are designed to help families alleviate crises that might lead to out-of-home placement of children; maintain the safety of children in their own homes; and assist families in obtaining services and other supports necessary to address their multiple needs in a culturally responsive manner.
- 2.3.2 <u>Family Support</u>: Family Support services are primarily community-based preventive activities designed to alleviate stress and promote parental competencies and behaviors that will increase the ability of families to successfully nurture their children; enable families to use other resources

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and opportunities available in the community; and create supportive networks to enhance child-rearing abilities of parents and help compensate for the increased social isolation and vulnerability of families.

- Time-Limited Family Reunification: Time-Limited Family Reunification (TLFR) are services and activities provided to a child who is removed from the child's home and placed in a foster family home or a child These services are also for the parents or primary care institution. caregiver for the child, in order to facilitate the reunification of the child safely and appropriately during the court ordered family reunification period. TLFR services include individual, group, and family counseling; inpatient, residential, or outpatient substance abuse treatment services; mental health services; assistance to address domestic violence; temporary child care and families, including therapeutic services for crisis nurseries: and transportation to and from any of the above services.
- 2.3.4 <u>Adoption Promotion and Support</u>: Adoption Promotion and Support (APS) services are designed to encourage more adoptions out of the foster care system, when adoptions promote the best interest of children, and include such activities as pre- and post-adoptive services designed to expedite the adoption process and support adoptive families.
- 2.4 Unless specified otherwise, the services described below in Subparagraphs 5.1 through 5.13 addresses each of the four (4) PSSF categories described above in Subparagraphs 2.3.1 through 2.3.4.
- 2.5 <u>Community-Based Child Abuse Prevention (CBCAP)</u>: Services shall align with the California Department of Social Services Community-Based Child Abuse Prevention (CBCAP) program which supports efforts to develop, operate, expand, enhance, and coordinate initiatives, programs and activities to prevent child abuse and neglect. In addition, CBCAP supports the coordination of resources to better strengthen and support families as well as foster

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understanding, appreciation and knowledge of diverse populations in order to effectively prevent and treat child abuse and neglect.

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

3. <u>HOURS OF OPERATION</u>

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of PARTICIPANTS. At a minimum, CONTRACTOR shall provide services Monday through Friday from 9:00 a.m. to 6:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. Weekly hours shall include a minimum of two (2) weeknights until 8:00 p.m. or one (1) weekend day for a minimum of four (4) hours to meet community needs. FRC operating hours must be submitted to ADMINISTRATOR for approval. CONTRACTOR may off-set regular hours based on the FRC being open for services evenings and/or weekends. For example, services hours on Tuesday and Thursday may be adjusted

to 11:00 a.m. to 8:00 p.m. Any changes to the regular schedule must be preapproved, in writing, by ADMINISTRATOR. FRC shall provide a phone messaging system to record messages and post a sign with an emergency contact name and telephone number for PARTICIPANTS who may call or visit the FRC after hours.

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

4. FaCT GENERAL REQUIREMENTS

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

- 4.1 Maintain a community facility that offers multiple programs including, but not limited to the following core services: a case management team, counseling, family support services, parenting education, domestic violence prevention and treatment (Personal Empowerment Program), out-of-school-time youth program, TLFR family fun activities, foster/adoptive parent recruitment, and information and referral services in support of achieving FaCT goals.
- 4.2 Operate as a collaborative that includes Contractor Partner Agencies, which are FaCT-Funded, and a minimum of two (2) Non-FaCT Funded Partner Agency(ies) who are providing onsite services at the FRC.
- 4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of understanding or agreement specifying their commitment to provide services throughout the term of this Agreement.

- 4.4 Designate The Raise Foundation to function as both the designated lead agency and the program management lead agency. The fiscal and program management responsibilities shall include those referenced in Paragraph 19 of this Agreement.
- 4.5 Provide bilingual staff responsible for direct services that are language appropriate.
- 4.6 Provide services that are cultural responsive to the needs of the community to be served.
- 4.7 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network Administrative Services (FNAS) provider, by attending required meetings, trainings, completing data entry into FaCT database system, and engaging with the FaCT Network in activities related to the FaCT mission and vision.
- 4.8 Provide all services at the FRC. Services may also be offered inhome, at schools, and other community locations as needed as mutually agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all Clinical Supervision, Family Support Services, Counseling, and Case Management Team services.
- 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT Funded Partner Agency(ies) to ensure participants complete FaCT required registration, consent, sign-in forms, satisfaction surveys, and/or complete assessment tools referenced in Subparagraph 8.4 when receiving services requiring an assessment.
- 4.10 Collaborate with COUNTY staff and COUNTY's contracted DR and FS services staff who provide services to SSA clients residing in the DR and FS Service Region as referenced in Subparagraph 1.5.
- 4.11 Collaborate with SSA DR Social Workers in engaging familes in services to improve child safety and provide DR services, described in Subparagraphs 5.11 through 5.13, to clients residing in all cities within the

DR Service Region as referenced in Subparagraph 1.5. For the purpose of expanding service accessibility to DR service for clients, and where possible, the FRC will outstation DR staff at other FaCT FRCs or facilities approved by ADMINISTRATOR.

- 4.11.1 DR services are appropriate when reported allegations meet statutory definitions of abuse or neglect at low to moderate risk and an initial assessment made by SSA's CFS Division determines that with targeted services a family is likely to make needed changes to improve child safety.
- 4.11.2 The County's DR primary goal is to engage a greater number of families in services within the community without bringing them into the child welfare system and, at the same time, reduce the recurrence of child abuse.
- 4.12 Collaborate with COUNTY's CalWORKs WTW FS Program workers to increase client success in program participation and provide FS services, described in Subparagraph 5.14 to clients residing in FS Service Region as referenced in Subparagraph 1.5. For the purpose of expanding service accessibility to FS service for clients, and where possible, the FRC will outstation FS staff at other FaCT FRCs or facilities approved by ADMINISTRATOR.
- 4.12.1 FS is designed to ensure a basic level of stability within a family prior to, or concurrently with, participation in WTW activities. Regulations require that counties inform CalWORKs applicants and recipients that short-term FS services are available to assist individuals and their families who are experiencing a crisis or situation that destabilizes the family and impairs the client's ability to meet WTW participation requirements.

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4.12.2 The goal of FS is to increase client success in the WTW program through intensive case management and the assignment of participants to additional barrier-removal services and activities.

5. SERVICES

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

5.1 Clinical Supervision (HO):

- 5.1.1 HO shall provide Clinical Supervision services to ensure the quality of counseling services provided through the FaCT program.
- 5.1.2 Clinical Supervision services shall include, but are not limited to: individual and group clinical supervision for counselor(s) through the FaCT program, recruitment and supervision of Master's level counseling interns, case consultation, verification of laws of confidentiality, and ensuring that child and elder/dependent adult abuse reporting requirements are followed.
- 5.1.3 Clinical Supervision services shall be provided for a minimum of two (2) hours per week and shall be based on the CONTRACTOR's counseling agency supervision requirements.
- 5.1.4 Clinical Supervision shall be offered continuously throughout the term of this Agreement.
- 5.1.5 HO shall provide qualified licensed Clinical Supervisor/Program Supervisor as specified in Subparagraph 14.6 of this Exhibit.

5.2 <u>Counseling Services (HO)</u>:

5.2.1 The objectives of Counseling Services are as follows:

- 5.2.1.1 Increase the availability of counseling services for appropriate non Medi-Cal clients, underinsured clients, and clients experiencing barriers to accessing mental health services.
- 5.2.1.2 Increase participant's coping skills in dealing with stress.
 - 5.2.1.3 Increase access to social support systems.
- 5.2.1.4 Facilitate linkages to appropriate and needed treatment programs (e.g., domestic violence, substance abuse, mental health, etc.).
 - 5.2.1.5 Reduce risk of violence in the home.
 - 5.2.1.6 Improve individual and family functioning.
- 5.2.2 HO shall provide Crisis, Individual, Family, and Group Counseling services for a minimum of one hundred eleven (111) unduplicated PARTICIPANTS annually. Counseling services shall include, but not be limited to: providing emotional support; stabilizing immediate crisis; and developing goals for PARTICIPANTS who are experiencing a crisis due to interpersonal conflicts, family crisis, difficult parenting issues, challenging child needs, and/or traumatic loss. Services shall address parenting issues, cycle of abuse, victimization, enhance family dynamic and make appropriate linkages to all needed treatment programs and social support systems. The Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the FRC Comprehensive Case Management Team meetings.
- 5.2.3 HO shall provide Crisis, Individual, Family, and Group Counseling services during the term of this Agreement by appointment during FRC operating hours. HO may also schedule evening hours at the request of PARTICIPANTS.
- 5.2.4 HO shall provide Crisis Counseling for a minimum of forty-three (43) individuals annually. Crisis Counseling sessions shall be a

minimum of fifty (50) minutes in duration and be offered to PARTICIPANTS on a weekly basis. HO shall offer a minimum of one (1) and a maximum of four (4) sessions for each PARTICIPANT.

- 5.2.5 HO shall provide Individual Counseling for a minimum of thirty (30) individuals annually. Individual Counseling sessions shall be a minimum of fifty (50) minutes in duration and be offered to PARTICIPANTS on a weekly basis. HO shall offer a minimum of four (4) and maximum of twelve (12) sessions for each PARTICIPANT. If deemed necessary by Counselor, Individual counseling sessions may be extended up to a maximum of twenty (20) sessions per PARTICIPANT. If appropriate, HO shall use evidence based practices such as "Seeking Safety" or trauma-focused cognitive behavioral therapy to meet PARTICIPANT needs and address PARTICIPANT symptoms.
- 5.2.6 HO shall provide Family Counseling services for a minimum of eight (8) individuals annually. Family Counseling sessions shall be a minimum of fifty (50) minutes in duration and be offered to PARTICIPANTS on a weekly basis. HO shall offer a minimum of four (4) and maximum of twelve (12) sessions for each PARTICIPANT. If deemed necessary by Counselor, Family Counseling sessions may be extended up to a maximum of twenty (20) sessions per PARTICIPANT.
- 5.2.7 HO shall provide Group Counseling services for a minimum of thirty (30) individuals annually. HO shall provide three (3) Group Counseling series annually. Each series shall be six (6) weeks in duration and each session shall be a minimum of ninety (90) minutes in length.
- 5.2.8 HO shall provide qualified, bilingual licensed/licensed eligible Counselor staff as specified in Subparagraph 14.9 of this Exhibit.
 - 5.3 <u>Family Support Services (CB)</u>:
- 5.3.1 The objectives of Family Support Services are as follows:

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	5.3.1.1	Increase	families'	follow-through	with
service providers.					

- 5.3.1.2 Increase access to resources.
- 5.3.1.3 Increase effective coordination of services among providers.
- 5.3.1.4 Assist in accessing resources so families may achieve economic self-sufficiency.
- 5.3.2 CB shall provide FRC Family Support services for a minimum of one hundred ten (110) unduplicated FAMILIES annually. Family Support services are those services employing a case manager (e.g., Family Support Specialist) responsible for assessing the strengths and meeting the multiple needs of a PARTICIPANT and family: arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families. The primary goal of case management shall be to link PARTICIPANT with multiple needs to resources, services, and opportunities. The Family Support Specialist shall also teach and empower PARTICIPANTS to access community resources and opportunities and strengthen problem solving skills
- 5.3.3 CB shall provide Family Support services continuously throughout the term of this Agreement, or at dates and times convenient for PARTICIPANTS. CB shall provide Family Support services for a minimum of thirty (30) days.
- 5.3.4 CB shall primarily provide Family Support Services in family's home, at the FRC, or at other community locations as needed with advance written approval by ADMINISTRATOR.
- 5.3.5 CB shall provide qualified, bilingual Family Support Specialist staff as specified in Subparagraph 14.14 of this Exhibit.

5.4 Foster and Adoptive Parent Recruitment (RF):

- 5.4.1 The objective of Foster and Adoptive Parent Recruitment services is to increase foster/adoptive awareness to prospective caregivers.
- 5.4.2 RF shall help promote, in collaboration with ADMINISTRATOR, the need for foster and adoptive resources for children in need of a permanent home. Promotional activities may include, but are not limited to: displaying media or printed material at the FRC, promotion at community events/workshops, and distribution of flyers and other marketing materials to local community residents. The FRC Coordinator shall coordinate the delivery of this service.
- 5.4.3 RF shall distribute a minimum of one thousand two hundred (1,200) newsletters to local community members annually, have a minimum of twelve (12) separate and unique postings and one (1) continuous posting on RF's social media site annually, and have a recruitment table at a minimum of three (3) community events annually.
- 5.4.4 RF shall distribute Foster and Adoptive Recruitment flyers to a minimum of six hundred (600) unduplicated PARTICIPANTS annually.
- 5.4.5 Foster and Adoptive Parent Recruitment services shall be offered continuously throughout the term of this Agreement.
- 5.4.6 RF's Foster and Adoptive Parent Recruitment Services shall address only the following PSSF service category: APS
- 5.4.7 RF shall provide qualified Foster and Adoptive Parent Recruiter staff as specified in Subparagraph 14.15 of this Exhibit at no cost to County.

5.5 FRC Case Management Team (MH):

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

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- 5.5.1.1 Increase collaboration among Contractor Partner Agencies to effectively coordinate services.
 - 5.5.1.2 Improve resource linkages.
 - 5.5.1.3 Improve individual and family functioning.
 - 5.5.1.4 Decrease duplication of services.
- 5.5.1.5 Build the capacity of communities and FRC to address the needs of children and families.
- 5.5.2 The FRC CMT consists of an integrated multidisciplinary team comprised of three (3) or more persons trained and qualified to provide services. The FRC CMT is responsible for identifying the educational, health. or social service needs of a child and child's family and for developing a plan to address these multiple needs as identified in Welfare and Institutions Code (WIC) section 18986.40. Participants of the FRC CMT shall include all Contractor Partner Agencies and Non-FaCT Funded Partner representatives that would benefit the family. In addition to the participation of the Contractor Partner Agencies, local Miscellaneous Order Number 534.3 specifies that multidisciplinary services team composition include at least two (2) members from the following: Orange County Probation Department, Orange County Health Care Agency, Orange County Department of Education, Regional Center of Orange County, South Orange County Regional Occupational Program, and Orange County SSA.
- 5.5.3 MH, in coordination with Contractor Partner Agencies, shall provide FRC CMT services for a minimum of seventy-five (75) unduplicated FAMILIES annually. FRC CMT services shall include, but are not limited to, the following components:
- 5.5.3.1 <u>Assessment</u>: The CMT Clinical Supervisor, based on input from the CMT, shall complete an assessment of PARTICIPANTS' strengths and needs, and community resources available to PARTICIPANT.

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

5.5.3.3 <u>Reassessment</u>: The CMT Clinical Supervisor and CMT shall reassess the PARTICIPANT's status, with input from Contractor Partner Agencies, in a weekly clinical review of cases. FRC CMT meetings shall provide weekly evaluations and assessment for PARTICIPANTS.

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

- 5.5.4 MH in coordination with Contractor Partner Agencies shall provide FRC CMT services continuously throughout the term of this Agreement during FRC hours of operation. FRC CMT meetings shall be scheduled a minimum of one (1) day per week for a minimum of one (1) hour in duration. The CMT Clinical Supervisor shall facilitate FRC CMT meetings.
- 5.5.5 MH shall complete the required forms referenced in Subparagraph 4.9 and also the FRC CMT Tracking and Outcomes Log specified in Subparagraph 8.4.
- 5.5.6 MH shall provide qualified CMT Clinical Supervisor staff at no cost to County to facilitate FRC CMT meetings as specified in Subparagraphs 14.7 of this Exhibit.

5.6 <u>Information and Referral Services (MH)</u>

- 5.6.1 The objective of Information and Referral Services is to increase access to community resources for families in need.
- 5.6.2 MH shall provide Information and Referral Services for a minimum of one thousand (1,000) unduplicated PARTICIPANTS annually.

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

- 5.6.3 Information and Referral Specialist shall be stationed at the FRC reception area as the first point of contact for walk-in and telephone/email inquiries during FRC operating hours. Information and Referral Services shall be offered during FRC operating hours.
- 5.6.4 MH shall provide qualified, bilingual Information and Referral Specialist staff as specified in Subparagraph 14.18 of this Exhibit.
 - 5.7 <u>Out-of-School-Time Youth Program (HO)</u>:
- 5.7.1 The objectives of Out-of-School-Time Youth Program are as follows:
 - 5.7.1.1 Increase social connection amongst peers.
- 5.7.1.2 Provide a safe place for school-aged children.
- 5.7.1.3 Increase enrichment opportunities to enhance academic achievement and healthy social behavior.
- 5.7.2 HO shall provide Out-of-School-Time Youth Program Services for a minimum of forty (40) unduplicated PARTICIPANTS annually. Out-of-School-Time Youth Program will provide PARTICIPANTS with a safe and nurturing place during after school and non-school hours. Activities may

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include, but are not limited to: recreation, education, healthy development, artistic and cultural enrichment, and leadership development.

- 5.7.3 HO shall offer a minimum of two (2) Safe Dates series for middle school and high school students and a minimum of two (2) Children's Empowerment Group series for elementary school age children annually. series shall be a minimum of six (6) weeks and shall be offered on a weekly Each class shall be a minimum of ninety (90) minutes in duration. basis. Safe Dates shall focus on the development of healthy relationships and Human Options Children's Empowerment program shall focus on learning healthy socio and emotional development skills.
- 5.7.4 HO shall provide OST activities after school, during the academic school year, based on community needs.
- HO shall provide qualified Out-of-School-Time (OST) Leader staff as specified in Subparagraph 14.20 of this Exhibit.

5.8 Parenting Education (HO):

- 5.8.1 The objectives for Parent Education are as follows:
 - 5.8.1.1 Increase social support.
 - 5.8.1.2 Enhance coping skills.
 - 5.8.1.3 Improve knowledge of child development.
- 5.8.1.4 Improve knowledge of appropriate and effective discipline.
- 5.8.2 HO shall provide Incredible Years and/or Triple P -Positive Parenting Program. Incredible Years will target children between the ages of three to nine (3-9) years old who are experiencing behavioral Triple P - Positive Parenting Program will focus on reducing behavioral and emotional problems in children and adolescents. Elements of an effective parenting education program shall improve parenting skills and family functioning by teaching parents/caregivers about child development

(e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g., communication and stress management). As applicable, parenting education emphasis shall be placed on the prevention of recurrence of child abuse and/or shall address attachment, bonding, and traumatic loss issues.

- 5.8.3 HO shall provide Parenting Education services for a minimum of sixty (60) unduplicated PARTICIPANTS annually.
- 5.8.4 HO shall provide a minimum of four (4) Parenting Education series. Each series shall be a minimum of eight (8) weeks and maximum of fourteen (14) weeks in duration. Each class shall be a minimum of of ninety (90) minutes and maximum of two (2) hours in duration. Parenting Education services shall be provided at dates and times convenient for PARTICIPANTS.
- 5.8.5 HO shall ensure completion of required paperwork when providing parenting education to PARTICIPANTS receiving child welfare services, including, but not limited to: verification of attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY Social Workers.
- 5.8.6 HO shall provide qualified, bilingual Parenting Educator/Counselor staff as specified in Subparagraph 14.21 of this Exhibit.
- 5.9 <u>Personal Empowerment Program: (Certified Domestic Violence Prevention and Treatment Education Program) General and TLFR Participants</u>
 (HO):
- 5.9.1 The objectives of Personal Empowerment Program (PEP) are as follows:
- 5.9.1.1 Increase victim's awareness of the threat of domestic violence and its short/long term effects.

5.9.1.2 Develop or enhance safety plan for domestic violence victims.

5.9.1.3 Increase victim's understanding of the effects domestic violence has on children.

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

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

- 5.9.2 Personal Empowerment Program services shall be a ten (10) week educational support program designed to help victims break the cycle of domestic violence through education on the dynamics of domestic violence, effects of violence on victims and their children, and to help victims protect children who live in domestic violence homes. Topics shall include, but are not limited to: safety planning, boundaries, anger management, legal aspects of domestic violence, work through denial, and maintain healthy relationships. Services shall target the general community as well as COUNTY's TLFR population.
- 5.9.3 HO shall provide PEP services to a minimum of forty (40) unduplicated PARTICIPANTS annually.
- 5.9.4 HO shall provide four (4) PEP series annually. Each series shall be ten (10) weeks in duration. PEP services shall be offered continuously during the term of this Agreement. Each class shall be a minimum of two (2) hours in duration, at dates and times convenient for PARTICIPANTS.
- 5.9.5 When providing PEP services to COUNTY's TLFR population, HO shall also be required to include, but not be limited to, verification of attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY Social Workers.

5.9.6 HO shall provide qualified, bilingual Personal Empowerment Program Instructor/Domestic Violence Advocate staff as specified in Subparagraph 14.22 of this Exhibit. During the entire term of this Agreement, PEP providers must be approved by the PEP Program Collaborative of Orange County.

5.10 <u>Time-Limited Family Reunification Family Fun Activities (RF)</u>:

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

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

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

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

5.10.5 RF shall provide TLFR Family Fun Activities services at FRC locations or at other community locations as needed with advance written approval by ADMINISTRATOR.

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

 $5.10.7\,$ RF shall provide qualified TLFR Family Fun Activities Leader staff as specified in Subparagraph 14.25 of this Exhibit at no cost to County.

5.11 Differential Response Case Management Team (MH):

5.11.1 The objectives of Differential Response Case Management Team (DR CMT) services are as follows:

5.11.1.1 Increase collaboration among Contractor Partner Agencies on a weekly basis to effectively coordinate DR services.

5.11.1.2 Improve resource linkages for DR PARTICIPANTS.

5.11.1.3 Improve individual and family functioning for DR PARTICIPANTS.

5.11.1.4 Decrease duplication of DR services.

5.11.2 The DR CMT, which can be combined with FRC CMT, consists of an integrated multidisciplinary team comprised of three (3) or more persons trained and knowledgeable in providing DR CMT services. The DR CMT is responsible for identifying the educational, health, or social service needs of a child and child's family and for developing a plan to address these multiple needs as identified in WIC section 18986.40. Participants of the DR

CMT shall include Contractor Partner Agencies and Non-FaCT Funded Partner Agency(ies) representatives that would benefit the family. In addition to the participation of the Contractor Partner Agencies, local Miscellaneous Order Number 534.3 specifies that multidisciplinary services team composition include at least two (2) members from the following: Orange County Probation Department, Orange County Health Care Agency, Orange County Department of Education, Regional Center of Orange County, North Orange County Regional Occupational Program, and Orange County SSA.

5.11.3 MH in coordination with Contractor Partner Agencies shall provide DR CMT services for families who have been referred for DR services by SSA. Families referred were reported to SSA with allegations that meet statutory definitions of child abuse or neglect at low to moderate risk and have been assessed as likely to make needed changes to improve child safety if provided targeted services.

- 5.11.4 MH in coordination with Contractor Partner Agencies shall jointly provide DR CMT services for a minimum of seventy-five (75) unduplicated FAMILIES annually.
- 5.11.5 MH in coordination with Contractor Partner Agencies shall jointly provide DR CMT services continuously throughout the term of this Agreement. DR CMT meetings shall be scheduled a minimum of one (1) day per week for a minimum of one (1) hour in duration. If the DR CMT meeting is combined with the FRC CMT meeting, the minimum combined duration of the meeting shall be no less than two (2) hours. The DR CMT Clinical Supervisor shall facilitate DR CMT meetings.
- 5.11.6 MH shall complete the FaCT standardized DR CMT Tracking and Outcomes Log as well as the required forms referenced in Subparagraph 8.4.
- 5.11.7 MH shall provide qualified DR CMT Clinical Supervisor staff, as specified in Subparagraph 14.10 of this Exhibit, to facilitate DR

CMT meetings. RF shall provide qualified FRC Coordinator staff as specified in Subparagraph 14.16, to encourage CMT attendance and maintain open communication with COUNTY Social Workers and involved community stakeholders.

5.12 DR Family Support Services (CB):

- 5.12.1 The objectives of DR Family Support Services are as follows:
 - 5.12.1.1 Maintain children safely in the home.
 - 5.12.1.2 Reduce entry into the child welfare system.
 - 5.12.1.3 Support families in crisis.
- 5.12.1.4 Work with SSA DR Social Workers and families in identifying resources which will protect children and preserve the family.
- 5.12.2 CB shall provide DR Family Support Services to PARTICIPANTS referred by SSA.
- 5.12.3 CB shall provide DR Family Support Services for a minimum of seventy-five (75) unduplicated FAMILIES annually. DR Family Support Services are those services employing a case manager (e.g., Family Support Specialist) responsible for assessing the strengths and meeting the multiple needs of a PARTICIPANT and family, arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families.
- 5.12.4 CB shall provide DR Family Support Services for a minimum of thirty (30) days per family.
- 5.12.5 CB shall provide DR Family Support Services in family's home, at the FRC, or at other community locations as needed with advance written approval by ADMINISTRATOR.
- 5.12.6 CB shall provide qualified, DR Family Support Specialist staff as specified in Subparagraph 14.11 of this Exhibit.

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5.13 DR In-Home Family Support (CB):

- 5.13.1 The objectives of DR In-Home Family Support Services are as follows:
- 5.13.1.1 Address positive parenting skills, discipline, child development, and child health and safety.
- 5.13.1.2 Assess family needs, stabilize immediate crisis, increase coping skills and family cohesiveness, reduce exposure to violence, and improve communication skills.
- 5.13.1.3 Coordinate resources and multiple service providers to help prevent abuse and out-of-home placement.
- 5.13.2 CB shall provide DR In-Home Family Services for a minimum of sixty (60) unduplicated FAMILIES annually.
- 5.13.3 CB shall offer DR In-Home Family Support services for a minimum of four (4) weeks and a maximum of six (6) weeks per family.
- 5.13.4 CB shall provide qualified DR In-Home Family Support Specialist staff as specified in Subparagraph 14.12 of this Exhibit.

5.14 <u>FS Family Support Services (CB)</u>:

- 5.14.1 CB shall provide FS Family Support Services to the following: individuals and their families who are participating in the California Work Opportunity and Responsibility to Kids (CalWORKs) FS Program and are experiencing a crisis or situation that destabilizes the family and impairs the Welfare-to-Work (WTW) client's ability to meet WTW participation requirements.
- 5.14.2 CB shall provide FS Family Support Services for a minimum of twenty-five (25) unduplicated FAMILIES annually. FS Family Support Services shall focus on a family centered approach to address crisis issues causing barriers to WTW participation activities; serve as a support to

families while in crisis; and provide assistance to PARTICIPANTS in accessing community resources.

- 5.14.3 CB shall provide FS Family Support Services continuously throughout the term of this Agreement during FRC operating hours or at dates and times convenient for PARTICIPANTS. CB shall provide FS Family Support Services for a minimum of thirty (30) days.
- 5.14.4 CB shall provide FS Family Support Services in family's home, at the FRC, or at other community locations with advance written approval by ADMINISTRATOR.
- 5.14.5 PSSF categories referenced in Subparagraph 2.3.1 through 2.3.4 are not applicable to FS Family Support Services.
- 5.14.6 CB shall provide qualified, FS Family Support Specialist staff as specified in Subparagraph 14.17 of this Exhibit.

6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

- 6.1 In addition to providing the services described in Paragraph 5 of this Exhibit A, CONTRACTOR agrees to:
- 6.1.1 Provide ADMINISTRATOR a bi-annual detailed marketing plan for each contracted service, and revise, if necessary, as requested by ADMINISTRATOR.
- 6.1.2 Actively engage the community including local residents, faith-based groups, businesses, public and private organizations, civic groups, and other in the planning and implementation of services that promote the well-being, safety, and permanency of children, families and communities.
- 6.1.3 Develop and maintain a Governance Structure document outlining resource sharing, accountability, decision-making strategies, and conflict resolution plan. The Governance Structure shall include, but not be limited to, the addition and/or deletion of any Contractor Partner Agencies, change of designated lead agent, ongoing community input, and involvement,

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principles of collaboration, and voting guorum (including what constitutes a quorum).

- 6.1.4 Develop a Community Engagement Advisory Committee (CEAC) that shall meet a minimum of quarterly during the term of this Agreement. The FRC will maintain a roster and a copy of minutes for all CEAC meetings. composition of CONTRACTOR's CEAC shall vary, depending on the specific goals of, and the services to be provided by the FRC. The CEAC shall consist of community members such as parents, youths, teachers, school community liaisons. businesses professionals, religious community leaders, enforcement, human and health service professionals, and city representatives. CEAC shall assess, survey, and identify community strengths and needs to advocate for FRC services to meet community need on an annual basis; develop parent and youth leadership; and engage business community to provide tangible support and leadership. CEAC shall enlist broad community support and advocacy for the FRC by fundraising for the FRC and hosting events. A minimum of one thousand dollars (\$1,000) shall be allocated to the CEAC within the FRC budget for the purposes of its members to use for planning events, and other activities as deemed necessary by the CEAC committee. RF shall provide qualified Community Engagement Volunteer Coordinator staff as specified in Subparagraph 14.8 of this Exhibit.
- Follow procedures provided by ADMINISTRATOR for reporting any special incidents that occur during CONTRACTOR's performance of duties under this Agreement, involving CONTRACTOR's staff, participants, and/or property.
- 6.2 RF shall provide a minimum of two hundred and sixty (260) hours annually of Childcare services at the FRC to children of parents attending FRC programs during FRC operating hours, continuously throughout the term of this Agreement, or at dates and times convenient for PARTICIPANTS. Allowable costs

include direct child care services and purchases of cleaning supplies, snacks directly related to child care services, activities, age appropriate toys, crafts, and games. Child Care services shall be reimbursed based on actual hours worked. RF shall provide qualified Childcare Worker(s) staff as specified in Subparagraph 14.5 of this Exhibit.

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

7. FACILITIES

- 7.1 South Orange County Family Resource Center is located at: 23832 Rockfield Blvd., Suite 270

 Lake Forest, CA 92630-2834
- 7.2 Administrative services under this Agreement shall be provided at South Orange County Family Resource Center and:

The Raise Foundation
2900 Bristol Street, Suite J-201
Costa Mesa. CA 92626-5981

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

and

8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

- 8.1 CONTRACTOR shall electronically track the type and amount of services provided to each PARTICIPANT by Contractor Partner Agencies and a minimum of two (2) required Non-FaCT Funded Partner Agency(ies). The FRC Designated Lead Agency shall maintain data that includes the types and amounts of services provided to each PARTICIPANT, assessment data, key demographic items including but not limited to: family identifier, family member identifier, ethnicity, date of birth, sex, referral reason(s), services recommended, services provided, date service delivery begins, date service delivery ends, status indicators [e.g., previous abuse reports, existing health problems], and primary language spoken as determined by ADMINISTRATOR.
- 8.2 FaCT utilizes a model developed by the Center for the Study of Social Policy called "Strengthening Families" to frame outcomes and evaluation data. This model, which has been identified as preventing child abuse and neglect identifies the following five (5) protective factors:
 - 8.2.1 Provide concrete support in times of need;
 - 8.2.2 Increase parental resilience;
 - 8.2.3 Increase knowledge of parenting and child development;
 - 8.2.4 Support the social and emotional competence of children;
 - 8.2.5 Build parents' social connections.

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

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

- 8.3 FRC direct services staff (e.g., Information and Resource Specialist, Family Support Specialist, etc.) shall be responsible for entering client service and outcome data for FaCT funded and a minimum of two (2) required non-FaCT funded services into the FaCT data system. These include, but are not limited to, the following:
- 8.3.1 FRC CMT Clinical Supervisor shall administer, collect, and enter the FRC CMT tracking and assessment tool;
- 8.3.2 Family Support Specialist shall administer, collect, and enter the Family Development Matrix Tool(s);
- 8.3.3 Parenting Educator shall administer, collect, and enter the Parenting Education Survey;
- 8.3.4 OST Leader shall administer, collect, and enter FaCT Measurement tools; and
- 8.3.5 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.
- 8.4 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 & DR CMT	FRC & DR 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

- 8.5 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.
- 8.6 FRCs can administer COUNTY-approved measurement tools (e.g., tracking logs, pre/post-tests, satisfaction surveys, etc.) to collect data on other services. ADMINISTRATOR shall provide CONTRACTOR a minimum of ten (10) business day notice in the event a measurement tool is changed.
- 8.7 The COUNTY measurement tools, referenced in Subparagraph 8.4 are subject to change based on program and evaluation needs as defined by ADMINISTRATOR.

9. REPORTS

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

- 9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the twentieth (20^{th}) day of each month for the preceding month of services. In the event the twentieth (20^{th}) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph 3.2 of this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day to Administrator.
- 9.2 CONTRACTOR shall complete the FaCT standardized Marketing Outreach Log and CEAC Data Form and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days following the end of each quarter.
- 9.3 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any state-required reports related to the services provided under this Agreement.

10. UTILIZATION REVIEW

- 10.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's request at CONTRACTOR's facility identified in Paragraph 7 of this Exhibit A to review and evaluate a random selection of PARTICIPANT case records. The review shall include, but is not limited to: an evaluation of the necessity, appropriateness, and length of services provided. PARTICIPANT cases to be reviewed shall be randomly selected by COUNTY.
- 10.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve differences of opinion regarding the necessity, appropriateness, and length of services provided, the dispute shall be submitted to COUNTY's Director of Children and Family Services for final resolution.

11. SUSTAINABILITY

- 11.1 Contractor agrees to demonstrate, throughout the term of this Agreement, the ability to integrate multiple public, private, and collaborative partner funding sources.
- 11.2 CONTRACTOR must provide measureable goals that demonstrate resource leveraging and in-kind partnerships and/or grants based on service gaps and identified needs, specific to the community.
- 11.3 CONTRACTOR agrees to work with ADMINISTRATOR in order to pursue long-term sustainability of CONTRACTOR's FaCT collaborative programs. This includes, but is not limited to, participation in the following:
- 11.3.1 Assessment of long-term need for and reasonableness of FaCT collaborative programs;
 - 11.3.2 Training programs developed by or for FaCT;
- 11.3.3 Outreach activities initiated by FaCT staff or FaCT committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;
- 11.3.4 Research of other public/private funding sources and opportunities;

and

- 11.3.5 Pursuit of linkages with other partners, as appropriate;
- 11.3.6 Development of marketing and community education materials as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.
- 11.4 CONTRACTOR agrees to cooperate in these efforts, as well as independently pursue opportunities to improve sustainability of their collaborative program. Independent activities may include activities identified above as well as grant writing and engaging in collaborative agreements with other integrated service initiatives.

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 \$476,093.

- 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.
- 13.3 For the purpose of meeting specific program needs, CONTRACTOR may request to reallocate funds between budgeted line items by utilizing a Budget Modification Request form provided by ADMINISTRATOR, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance written approval from ADMINISTRATOR for any Budget Modification Request prior to implementation. Failure to obtain advance written notice approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.
- 13.4 In the event the budget shown in Subparagraph 13.11 is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on March 15, 2016, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget beginning on July $1^{\rm st}$ of each fiscal year shall be identical to the most recently modified annual budget. Under no circumstances shall funds unspent in one fiscal year carry over to another fiscal year.

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- 13.5 It is anticipated multiple budget modifications will occur during the term of this Agreement. When appropriate, CONTRACTOR will delay submitting a Budget Modification Request until multiple changes can be incorporated into a single Budget Modification Request versus submitting several Budget Modification Requests that include a single line item change.
- 13.6 For purposes of this Agreement, Direct Services Expense is defined as a non-administrative expense required to provide goods or services for the direct benefit of PARTICIPANTS. Examples include, but are not limited to: parent education handbooks, chore charts, art materials, water and snacks for PARTICIPANT consumption, incentives for clients to attend events, etc.
- 13.7 For purposes of this Agreement, Program Expense is defined as an administrative expense required for overall service delivery rather than an expense benefitting an individual PARTICIPANT. Examples include, but are not limited to: marketing materials, display boards, educational DVDs and video equipment to broadcast, parent education curriculums, educational books/reference material to be used by CONTRACTOR's staff, furniture, volunteer staff recognition events, etc.
- 13.8 Budget Modification Requests will be considered for approval when such requests are to reallocate funds within a similar category such as reallocating unused funds from a direct service salary position to a new direct participant service (i.e., Life Skills Workshop) or reallocating unused Office Supply funds to increase an Insurance line item. Funds may not shift from a direct service line item to an administrative line item.
- 13.8.1 Consideration for an exception to the provision described in Subparagraph 13.7 will be considered on a case-by-case basis and shall be approved at the sole discretion of COUNTY.
- 13.9 In the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree

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

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

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

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

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

LINE ITEMS		Maximum Hourly	
<u>SALARIES</u>	FTE (1)	Rate (2)	Budget
The Raise Foundation (RF) (6)			
Accountant/Bookkeeper (Admin.)	0.10	\$30.00	\$6,240
Administrative Assistant (Admin.)	0.075	\$15.00	2,340
Childcare Worker (Service 6.2)	0.125	\$13.25	3,120
Community Engagement Volunteer Coordinator			
(Service 6.1.4)	0.50	\$20.82	19,240
FRC Coordinator (Admin.)	1.00	\$24.53	47,944
Operations Manager (Admin.)	0.05	\$26.00	2,704
Supervisor (Admin.)	0.05	\$45.00	3,749
SUBTOTAL RF SALARIES:			\$85,337
RF Benefits (19%) ⁽³⁾⁽⁵⁾			16,214
SUBTOTAL RF SALARIES AND BENEFITS:			\$101,551
Children's Bureau of Southern California (CB) (6)			
Family Support Specialist (Service 5.3)	1.00	\$18.44	\$38,353
Program Manager (Admin.)	0.041	\$41.70	<u>3,556</u>

		Atta	chment DD
SUBTOTAL CB SALARIES:			\$41,909
CB Benefits (28%) ^(3 and 5)			10,556
SUBTOTAL CB SALARIES AND BENEFITS:			\$52,465
Human Options (HO) (6)			
Clinical Supervisor/Program Supervisor (Service			
5.1)		\$41.35	
Counselor (Service 5.2)		\$25.00	*
OST Leader (Service 5.7)	0.10	\$15.00	
SUBTOTAL HO SALARIES:			\$33,370
HO Benefits $(15.6\%)^{(3 \text{ and } 5)}$			<u>5,206</u>
SUBTOTAL HO SALARIES AND BENEFITS:			\$38,576
Mission Hospital Regional Medical Center (MH) (6)			
Information and Referral Specialist (Service 5.6)	1.00	\$22.00	<u>\$31,824</u>
SUBTOTAL MH SALARIES:			\$31,824
MH Benefits $(38 \%)^{(3 \text{ and } 4)}$			<u>12,093</u>
SUBTOTAL MH SALARIES AND BENEFITS:			\$43,917
PARTICIPANT RELATED SERVICES AND EXPENSE			
RF CEAC (Service 6.1.4)			\$1,200
RF Emergency Assistance (Service 6.3)			500
RF TLFR Activities			1,929
CB Emergency Assistance (Service 6.3)			705
CB Direct Service Expense			100
HO Parent Education (Service 5.8)			7,500
HO Personal Empowerment Program (PEP) (Service			C 000
5.9) SUBTOTAL PARTICIPANT RELATED SERVICES AND EXP	PENSES:		<u>6,000</u> \$17,934
ADMINISTRATIVE SERVICES AND SUPPLIES (6)			
ADMINISTRATIVE SERVICES AND SUPPLIES (6)			
SERVICES RF Independent Audit			\$900
n Independent Addit			4900
SUPPLIES OF A 1			600
RF Childcare Supplies			600
RF Offices Supplies			1,000
RF Program Expense			1,000
CB Office Supplies			200
CB Postage			100
HO Program Expense			<u>300</u>
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SUBTOTAL ADM SUPPLIES:	INISTRATIVE SERVICES AND			\$4,100
OPERATING EXPENSE RF Insurance RF Mileage (7) RF Phone/DSL/Inte RF Staff Training RF Equipment Purc CB Equipment Purc CB Mileage (7) CB Staff Training HO Internet/Telep HO Mileage (7) HO Staff Training MH Alarm Monitori MH Facility Lease	rnet/Tech hase/Lease/Rental hase/Lease/Rental hone ng /Rental			\$900 2,688 10,925 200 1,200 500 800 100 150 300 76 875 15,000
INDIRECT COSTS (6) RF Indirect Cost CB Indirect Cost HO Indirect Cost SUBTOTAL IND SUBTOTAL ALL SUPPLIES, OPERATI	RATING EXPENSES: IRECT COSTS: SALARIES, BENEFITS, SERVICES, NG EXPENSES AND INDIRECT COSTS: ONSE (DR) PROGRAM (6):			\$33,714 \$156 1,979 5,608 \$7,743 \$300,000
DR SALARIES CB DR Family Supp CB DR In-Home Fam CB DR Program Man MH DR CMT Clinica SUBTOTAL DR CB DR Benefits (2	ort Specialist (Service 5.12) ily Specialist (Service 5.13) ager (Admin.) l Supervisor (Service 5.11) SALARIES:	0.041	\$21.94 \$21.94 \$44.70 \$60.00	41,600 3,556
CB DR Direct Serv CB DR Emergency A	LATED SERVICES AND EXPENSE ice Expense ssistance (Service 6.3) PARTICIPANTS RELATED SERVICES AND			\$300 <u>1,000</u> \$1,300
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	Attachment DD
1	DR ADMINISTRATIVE SERVICES AND SUPPLIES (6)
2	CB DR Office Supplies \$124
	CB DR Postage SUBTOTAL DR ADMINISTRATIVE SERVICES AND SUPPLIES: \$324
3	QUESTION AND THE SERVICES AND SOFTEELS.
4	DR OPERATING EXPENSES (6)
5	CB DR Equipment Purchase/Lease/Maintenance \$1,900
6	CB DR Mileage (7) 1,200 CB DR Staff Training 215
7	SUBTOTAL DR OPERATING EXPENSES: \$3,315
8	DD INDIDECT COCTC (6)
9	DR INDIRECT COSTS (6) CB DR Indirect Cost \$3,294
10	SUBTOTAL INDIRECT COSTS: \$3,294
11	SUBTOTAL DR SALARIES, ADMINISTRATIVE SERVICES
12	SUPPLIES AND OPERATING EXPENSES: \$125,000
13	FAMILY STABILIZATION (FS) PROGRAM: (6)
14	<u>FS_SALARIES</u>
15	CB FS Family Support Specialist (Service 5.14) 0.50 \$22.94 \$20,904 CB FS Program Manager (Admin.) 0.05 \$44.70 4,648
16	SUBTOTAL FS SALARIES: \$25,552
17	CB FS Benefits (28%) ^(3 and 5) 7,154
18	SUBTOTAL FS SALARIES AND BENEFITS: \$32,706
	FS PARTICIPANT RELATED SERVICES AND EXPENSE
19	CB FS Direct Services Expenses \$1,000
20	CB FS Emergency Assistance Funds (Service 6.3) SUBTOTAL FS PARTICIPANTS RELATED SERVICES AND 8,000
21	EXPENSE: \$9,000
22	EC ADMINISTRATIVE CERVICES AND CURRYIES (6)
23	FS ADMINISTRATIVE SERVICES AND SUPPLIES (6) SERVICES
24	CB FS Program Expenses \$1,117
25	SUPPLIES CB FS Equipment Purchase/Lease/Maintenance 1,800
26	CB FS Office Supplies 1,800 CB FS Office Supplies
27	SUBTOTAL FS ADMINISTRATIVE SERVICES AND SUPPLIES: \$3,717
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FS OPERATING EXPENSES (6)	
CB FS Mileage ⁽⁷⁾	\$1,000
CB FS Postage	150
CB FS Training	<u>200</u>
SUBTOTAL FS OPERATING EXPENSES:	\$1,350

FS INDIRECT COSTS (6) CB FS Indirect Cost

\$4.320

SUBTOTAL FS INDIRECT COSTS:

SUBTOTAL FS SALARIES, ADMINISTRATIVE SERVICES SUPPLIES AND OPERATING EXPENSES:

\$51,093

Subtotal ALL FRC. DR. AND FS PROGRAMS:

\$476.093

MAXIMUM COUNTY OBLIGATION

\$476,093

- (1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as 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.
- (2) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.
- Employee Benefits may include contributions to 401k or retirement plans; health insurance; dental insurance; 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 footnotes four (4) and/or five (5) below. RF's overall benefit rate shall not exceed nineteen percent (19%) of actual salary expense claimed. 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 15.6% of actual salary expense claimed. MH's overall benefit

rate shall not exceed thirty-eight percent (38%) of actual salary expense claimed.

- (4) The Salary and Benefit Worksheet submitted as part of the monthly invoice packet will include an amount contributed to CONTRACTOR's liability account established specifically for the purpose of funding vacation/sick time accrual payouts. Actual vacation/sick time expenditures will be paid from the aforementioned liability account and will not be claimed through this Agreement.
- (5) An actual expenditure for a vacation/sick time accrual payment, paid to an employee upon separation in accordance with CONTRACTOR's established policy, will be included as an itemized amount on the Salary and Benefit Worksheet submitted as part of CONTRACTOR's monthly invoice packet. The amount eligible for reimbursement shall be limited to the amount of vacation/sick time earned by the employee during the COUNTY fiscal year in which the claim is made, minus any vacation/sick time the employee used during the same fiscal year. For example, if an employee separates on February 15, 2016, the vacation/sick time accrual amount eligible for reimbursement through the Agreement shall be based upon the period of July 1, 2015 through February 15, 2016 only.
- (6) Administrative costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs.
 - $^{(7)}$ Mileage is limited to the amount allowed by Internal Revenue Service.

14. STAFF

14.1 <u>Recruitment Practices</u>:

14.1.1 CONTRACTOR shall use a formal recruitment plan, which complies with Federal and State employment and labor regulations. CONTRACTOR

shall hire staff with the education, language skills, and experience necessary to appropriately perform all functions as described in this Agreement.

- 14.1.2 The number of direct service bilingual staff shall meet the needs of the community to be served.
- 14.1.3 CONTRACTOR may be required to submit employer's bilingual certification criteria and/or test results.
- 14.2 CONTRACTOR shall specify the FTE percentage for each service for staff that provides more than one service. The combined FTE for any individual staff may not exceed a 1.0 maximum.

CONTRACTOR shall provide the following described staff positions:

14.3 Accountant/Bookkeeper (RF):

- 14.3.1 <u>Duties</u>: Responsible for ensuring accurate and timely submittal of invoices, document expenditures for audit purposes, attend FaCT-required trainings, and provide financial reports as required or requested by FRC Partner Agencies and/or ADMINISTRATOR.
- 14.3.2 <u>Qualifications</u>: Bachelor's degree in accounting or in a business or finance related field from an accredited university and two (2) years of accounting experience. Proficiency in English is required.

14.4 <u>Administrative Assistant (RF)</u>:

- 14.4.1 <u>Duties</u>: Responsible for general secretarial support to Program Supervisor, collect required data from direct service staff, review information for accuracy and completeness, create folders, duplicate forms, audit files, and gather additional community resource information as needed.
- 14.4.2 <u>Qualifications</u>: High school diploma or equivalent (some college coursework preferred), one (1) year of related administrative experience, excellent interpersonal and customer service skills, and proficient in Microsoft Word and Excel computer programs. Proficiency in English is required.

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14.5 Childcare Worker (RF):

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

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

14.6 Clinical Supervisor/Program Supervisor (HO):

applicable; clinical supervision for counseling services; case consultation to FRC staff, as needed; monitor cases; be available for crisis and clinical consultation, as needed; review documents for clinical content; verify the laws of confidentiality; and ensure that child and elder/dependent adult abuse reporting are followed-up on every case consult. Ensure accuracy of paperwork and data entered into the FaCT-approved database and attend all required meetings and trainings.

14.6.2 <u>Qualifications</u>: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (MFT), or Licensed Clinical

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Psychologist and a minimum of two (2) years of clinical supervision experience. Proficiency in English is required.

14.7 CMT Clinical Supervisor (MH):

- 14.7.1 Duties: Facilitate case management team group process, ensure thorough assessment and linkages for families to resources, and ensure team and/or staff members follow up on all mandated reporting requirements. Responsibilities include, but are not limited to: verify and track attendance of required FRC CMT members; ensure PARTICIPANT confidentiality/release forms are signed by PARTICIPANT and FRC CMT members: review the laws of confidentiality and child, elder/dependent adult abuse reporting on an annual basis and ensure compliance for each case presented; ensure all FRC CMT cases conferenced are multiple needs cases (i.e., not just information and referral); facilitate weekly review of FRC CMT cases including a thorough assessment of needs, case plan, follow up plan, and termination; provide and coordinate ongoing cross-training to FRC CMT on clinical training needs; ensure families are invited to the FRC CMT meetings; maintain a binder of weekly case logs and registration forms for each case conferenced at FRC CMT; complete standardized FRC CMT assessment tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT database; and actively engage new collaborative partners and/or other COUNTY agency representatives to conference cases that would benefit families.
- 14.7.2 <u>Qualifications</u>: LCSW, MFT, or Licensed Clinical Psychologist. A minimum of one (1 of group/meeting facilitation experience is preferred. Proficiency in English is required.

14.8 Community Engagement Volunteer Coordinator (RF):

14.8.1 <u>Duties</u>: Assist in advocacy for the expansion of the FRC CEAC, programs, and activities focusing on issues that affects the health, well-being, and public safety of residents in the FRC community. Oversee

community organizing, volunteer recruitment and training, problem solving, and developing and implementing an outreach plan. Support the efforts of local programs to explore donation and service opportunities for the FRC, develop and promote FRC volunteer project activities, develop and maintain regular contact with community organizations, coordinate and communicate with FRC Coordinator, attend all required meetings and trainings, administer FaCT-approved measurement tools, and enter results into the FaCT database.

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

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

14.9 Counselor (HO):

 $14.9.1 \quad \underline{\text{Duties}} \colon \text{ Provide therapy including assessment treatment}$ planning, termination summaries, progress notes, and documentation.

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Administer FaCT-approved pre/post measurement tools and enter results into the FaCT-approved database.

14.9.2 <u>Qualifications</u>: Licensed clinician, Marriage and Family Therapist Intern, or Masters in Social Work Intern enrolled in an accredited graduate program under clinical supervision. Proficiency in English and bilingual, based on community language need, is required.

14.10 DR CMT Clinical Supervisor (MH):

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

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

14.11 DR Family Support Specialist (CB):

PARTICIPANT's needs; provide one-on-one support; assist families in crisis to access resources to meet needs; attend and participate in DR CMT meetings; assist PARTICIPANTS with the completion of necessary paperwork or forms; coordinate information for PARTICIPANTS referrals; ensure PARTICIPANTS are able to access services; follow up with PARTICIPANTS as needed; perform home, school, or other community site visits as needed; work closely with Contractor Partner Agencies and SSA Social Workers; coordinate with other service providers providing services to PARTICIPANTS; compile, prepare, and submit data and reports as required by COUNTY; maintain records; and attend all required meetings and trainings as needed.

14.11.2 <u>Qualifications</u>: Bachelor's degree in human services or related field from an accredited university, knowledge of the child welfare system, and two (2) years of experience working directly with families in crisis and the community is preferred. Proficiency in English is required and bilingual, based on community language need, is preferred.

14.12 DR In-Home Family Specialist (CB):

14.12.1 <u>Duties</u>: Provide DR In-Home Family Support Services, parenting education, and resource brokering; coordinate with multiple service providers to prevent abuse and out-of-home placement; provide DR crisis intervention, including assessment and stabilization of immediate crisis and resource linkages; prepare and submit data and reports as required by COUNTY; and attend required meetings and training as needed.

14.12.2 <u>Qualifications</u>: Bachelor's degree (Master's degree preferred) in social work or related field from an accredited university. Two (2) years of experience working with children and families, possess excellent verbal and written communications skills, and ability to work in a

multicultural environment. Proficiency in English is required, and bilingual based on community language need, is preferred.

14.13 DR Program Manager (CB):

14.13.1 <u>Duties</u>: Provide general oversight of and responsibility for COUNTY/FaCT contract at designated site; supervise DR Family Support Specialist, DR In-Home Family Support Specialist, and FRC projects; integrate new and existing DR programs; and collaborate with FaCT staff, attend FaCT committee meetings and forums, and provide local and regional DR advocacy.

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

14.14 Family Support Specialist (CB):

14.14.1 <u>Duties</u>: Responsible for assessing needs and assisting families in crisis to access resources to meet those needs, including court ordered families to facilitate family reunification; coordinate information for participant referrals; participate at Case Management Team meetings; follow-up on progress of families and help to alleviate barriers to accessing services; case planning; compile and maintain records; prepare reports; attending and presenting cases at CMT meetings; completing FaCT-approved assessment tools; data entry into the FaCT-approved database; and attend all required FaCT meetings and trainings.

14.14.2 <u>Qualifications Option One (1)</u>: Bachelor's degree in human services or related field from an accredited university; knowledge of the child welfare system, and two (2) years of experience working directly with

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families in crisis and the community. Proficiency in English is required, and bilingual, based on community language need, is required.

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

14.15 Foster and Adoptive Parent Recruiter (RF):

14.15.1 Duties: Responsible for promoting Foster and Adoptive Parent Recruitment at the FRC, outreach events, partner agency newsletters, community events/workshops and other local community events. and in collaboration with ADMINISTRATOR, information about the adoption process, available services, community involvements and the need for foster and adoptive resources for children in need of a permanent home.

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

14.16 FRC Coordinator (RF):

14.16.1 Duties: Perform a variety of administrative functions including: coordinate service providers and FaCT funded staff; supervise FRC staff; oversee day-to-day operation of the FRC; oversees FRC staffing coverage: compile statistical and financial data for various reports: facilitate community involvement in the CEAC; coordinate governance and policy procedure development; coordinate staff training opportunities; prepare and monitor program budget; perform outreach to community businesses and schools; market FRC services within the community; initiate outreach to new partners

and service providers; address public inquires regarding services, procedures, operations, and regulations; facilitate Contractor Partner Agencies and staff meetings and ensure completion of meeting minutes; complete all required documentation; collaborate with ADMINISTRATOR in promoting Foster/Adoptive Parent Recruitment Services, at community events/workshops in South Orange County and other local community events as needed, for foster and adoptive resources for children in need of a permanent home; attend all required FaCT meetings and trainings; and perform related duties as assigned.

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

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

14.17 FS Family Support Specialist (CB)

14.17.1 <u>Duties</u>: Provide FS Family Support Services; assess PARTICIPANT's needs; provide one-on-one support; assist families in crisis to

access resources to meet needs; attend and participate in CMT meetings; assist PARTICIPANTS with the completion of necessary paperwork or forms; coordinate information for PARTICIPANTS referrals; ensure PARTICIPANTS are able to access services; follow up with PARTICIPANTS as needed; perform home, school, or other community site visits as needed; work closely with Contractor Partner Agencies and SSA Social Workers; coordinate with other service providers providing services to PARTICIPANTS; compile, prepare, and submit data and reports as required by COUNTY; maintain records; and attend all required meetings and trainings as needed.

14.17.2 <u>Qualifications</u>: Bachelor's degree in human services or related field from an accredited university, knowledge of the child welfare system, and two (2) years of experience working directly with families in crisis and the community. Proficiency in English is required and bilingual, based on community language need, is preferred.

14.18 <u>Information and Referral Specialist (MH)</u>:

14.18.1 <u>Duties</u>: Responsible for responding to walk-in, call-in, and referred PARTICIPANTS seeking community resources. Assess PARTICIPANT's immediate needs and make referrals to appropriate resources. Administer FaCT-approved measurement tools and enter results into the FaCT database. Collaborate with ADMINISTRATOR and FRC Coordinator in promoting, at community events/workshops and other local community events, the need for foster and adoptive resources for children in need of a permanent home.

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

14.19 Operations Manager (RF):

14.19.1 <u>Duties</u>: Administer all human resource functions, including administration of benefits; manage insurance renewals; maintain accounts receivable and accounts payable functions; and oversee payroll.

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

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

14.20 Out-of-School-Time (OST) Leader (HO):

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

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

14.21 Parenting Educator/Counselor (HO):

14.21.1 <u>Duties</u>: Teach Parenting Education classes and workshop about child development (e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g.,

communication and stress management); monitor attendance and participation; provide written report(s); compile and maintain records; administer FaCT-approved pre/post measurement tools; and enter the results into the FaCT database.

14.21.2 <u>Qualifications</u>: Possess a minimum of twelve (12) units of college education in child development, psychology, sociology, social work, or a related field; one (1) year of experience working in the human services field; and trained and/or certified to provide the CONTRACTOR's chosen evidence-based or evidence-informed curriculum. Proficiency in English and bilingual, based on community language need is required.

14.22 <u>Personal Empowerment Program Instructor/Domestic Violence Advocate</u> (HO):

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

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

14.23 Program Manager (CB):

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

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

14.24 Supervisor (RF):

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

14.24.2 <u>Qualifications</u>: Bachelor's degree in Social Work or related field from an accredited university is required. Master's degree is preferred. Proficiency in English is required.

14.25 TLFR Family Fun Activities Leader (RF):

14.25.1 <u>Duties:</u> Responsible for providing supervision and TLFR Family Fun Activities to children and youth in the reunification process, monitor attendance, and ensure the health and safety of the children is maintained at all times. Coordinate events with the FRC Coordinator, attend all required meetings, administer FaCT-approved measurement tools, and enter results into the FaCT-approved database.

14.25.2 <u>Qualifications Option One (1)</u>: Bachelor's Degree in human services or related field from an accredited university; knowledge of the child welfare system, and two (2) years of experience working directly

with families in crisis in the community. Proficiency in English and 1 bilingual, based on community language need, is required. 2 14.25.3 Qualifications Option One (2): A minimum of three (3) 3 years of experience working directly with families in crisis and the 4 community, and knowledge of the child welfare system. Proficiency in English 5 and bilingual, based on community language need, is required. 6 /// 7 /// 8 9 /// 10 /// /// 11 /// 12 /// 13 /// 14 /// 15 16 /// /// 17 /// 18 /// 19 /// 20 /// 21 /// 22 /// 23 24 /// /// 25 /// 26 /// 27 28 ///