

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

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

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

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

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:

///

///

///

///

///

///

TABLE OF CONTENTS

1	1.	TERM	5
2	2.	ALTERATION OF TERMS	5
3	3.	STATUS OF CONTRACTOR	5
4	4.	DESCRIPTION OF SERVICES, STAFFING	6
5	5.	LICENSES AND STANDARDS	6
6	6.	DELEGATION AND ASSIGNMENT/SUBCONTRACTS	7
7	7.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE	9
8	8.	NON-DISCRIMINATION	12
9	9.	NOTICES	15
10	10.	NOTICE OF DELAYS	15
11	11.	INDEMNIFICATION	16
12	12.	INSURANCE	16
13	13.	NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS	20
14	14.	CONFLICT OF INTEREST	21
15	15.	ANTI-PROSELYTISM PROVISION	21
16	16.	SUPPLANTING GOVERNMENT FUNDS	21
17	17.	EQUIPMENT	22
18	18.	BREACH SANCTIONS	23
19	19.	DESIGNATED LEAD AGENCY	24
20	20.	PAYMENTS	26
21	21.	OVERPAYMENTS	28
22	22.	OUTSTANDING DEBT	29
23	23.	FINAL REPORT	29
24	24.	INDEPENDENT AUDIT	29
25	25.	RECORDS, INSPECTIONS AND AUDITS	30
26	26.	PERSONNEL DISCLOSURE	32
27	27.	EMPLOYMENT ELIGIBILITY VERIFICATION	34
28	28.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	35
29	29.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	36
30	30.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	36
31	31.	CONFIDENTIALITY	36
32	32.	COPYRIGHT ACCESS	38
33	33.	WAIVER	38
34	34.	PETTY CASH	38
35	35.	PUBLICITY	38
36	36.	COUNTY RESPONSIBILITIES	39
37	37.	REFERRALS	39
38	38.	REPORTS	39
39	39.	ENERGY EFFICIENCY STANDARDS	39
40	40.	ENVIRONMENTAL PROTECTION STANDARDS	40
41	41.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	40
42	42.	POLITICAL ACTIVITY	42
43	43.	TERMINATION PROVISIONS	42
44	44.	GOVERNING LAW AND VENUE	43
45	45.	SIGNATURE IN COUNTERPARTS	43

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

1.	POPULATION TO BE SERVED	1
2.	PSSF & CBCAP FUNDING REQUIREMENTS	2
3.	HOURS OF OPERATION	5
4.	FaCT GENERAL REQUIREMENTS	6
5.	SERVICES	9
6.	ADDITIONAL CONTRACTOR RESPONSIBILITIES	25
7.	FACILITIES	27
8.	DATA ENTRY AND DATA SUBMISSION REQUIREMENTS	28
9.	REPORTS	30
10.	UTILIZATION REVIEW	31
11.	SUSTAINABILITY	31
12.	MEETINGS AND TRAININGS:	32
13.	BUDGET	32
14.	STAFF	40

1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

///

1 4. DESCRIPTION OF SERVICES, STAFFING

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

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

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

17 5. LICENSES AND STANDARDS

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

26 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
27 unless waived in whole or in part by ADMINISTRATOR, with all applicable
28 provisions of the California Welfare and Institutions Code (WIC); Title 45 of

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

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

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

16 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

17 6.1 Delegation and Assignment:

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

27 ///

28 ///

1 6.2 Subcontracts:

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

9 6.2.1 Subcontracts of \$25,000 or less:

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

18 6.2.2 Subcontracts in excess of \$25,000:

19 CONTRACTOR shall develop and submit for approval to
20 ADMINISTRATOR a system for the procurement of subcontracts with any
21 organization in which the total cumulative cost of services provided by any
22 single organization is anticipated to exceed twenty-five thousand dollars
23 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed
24 procurement system shall take into consideration such factors as: degree of
25 price competition; pricing policies and techniques; experience and quality of
26 service; methods of evaluating subcontractor responsibility; relationship of
27 subcontractor to CONTRACTOR; and planning, award, and post-award management of
28 ///

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

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

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

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

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

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

28 ///

1 7.1.3 A detailed statement indicating the relationship of
2 CONTRACTOR to any subsidiary business organization or to any individual who
3 may be providing services, supplies, material or equipment to CONTRACTOR or in
4 any manner does business with CONTRACTOR under this Agreement.

5 7.2 Change in Form of Business Organization:

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

13 7.3 Real Property Disclosure:

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

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

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

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

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

1 7.3.3.2 The amount of monetary consideration to be
2 paid to the lessor or licensor over the term of the rental, lease or license
3 agreement;

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

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

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

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

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

4 8. NON-DISCRIMINATION

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

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

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

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

25 8.5 Non-Discrimination in Employment:

26 8.5.1 All solicitations or advertisements for employees placed
27 by or on behalf of CONTRACTOR shall state that all qualified applicants will
28 receive consideration for employment without regard to race, religious creed,

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

8 8.5.2 CONTRACTOR shall refer any and all employees desirous of
9 filing a formal discrimination complaint to:

10 California Department of Social Services

11 Public Inquiry and Response Bureau

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

13 Sacramento, CA 94244-2430

14 Telephone: (800) 952-5253

15 (800) 952-8349 (For the hard of hearing)

16 8.6 Non-Discrimination in Service Delivery:

17 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
18 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
19 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
20 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
21 the Americans with Disabilities Act of 1990; California Civil Code Section 51
22 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
23 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
24 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
25 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
26 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
27 Act of 1996; and other applicable Federal and State laws, as well as their
28 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7

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

11 8.6.2 CONTRACTOR shall provide any and all clients desirous of
12 filing a formal complaint any and all information as appropriate:

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

15 8.6.2.2 Discrimination Complaint Form

16 8.6.2.3 Civil Rights Contacts:

17 County Civil Rights Contact:

18 Orange County Social Services Agency

19 Program Integrity

20 Attn: Civil Rights Coordinator

21 P.O. Box 22001

22 Santa Ana, CA 92702-2001

23 Telephone: (714) 438-8877

24 State Civil Rights Contact:

25 California Department of Social Services

26 Civil Rights Bureau

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

28 Sacramento, CA 94244-2430

1 Federal Civil Rights Contact:

2 U.S. Department of Health and Human Services
3 Office of Civil Rights
4 50 U.N. Plaza, Room 322
5 San Francisco, CA 94102

6 9. NOTICES

7 9.1 All notices, claims, correspondence, reports, and/or statements
8 authorized or required by this Agreement shall be addressed as follows:

9 COUNTY: County of Orange Social Services Agency
10 Contract Services
11 500 N. State College Blvd.
12 Orange, CA 92868-1600

13 CONTRACTOR: South Orange County Family Resource Center
14 c/o The Raise Foundation
15 2900 Bristol Street, Suite J-201
16 Costa Mesa, CA 92626-5981

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

23 10. NOTICE OF DELAYS

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

1 11. INDEMNIFICATION

2 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
3 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
4 State, COUNTY, and their elected and appointed officials, officers, employees,
5 agents and those special districts and agencies which COUNTY's Board of
6 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
7 any claims, demands or liability of any kind or nature, including but not
8 limited to personal injury or property damage, arising from or related to the
9 services, products or other performance provided by CONTRACTOR pursuant to
10 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
11 court of competent jurisdiction because of the concurrent active negligence of
12 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
13 be apportioned as determined by the court. Neither party shall request a jury
14 apportionment.

15 12. INSURANCE

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

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

6 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
7 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
8 to the same terms and conditions as set forth herein for CONTRACTOR.

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

16 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
17 the full term of this Agreement, COUNTY may terminate this Agreement.

18 12.5 Qualified Insurer:

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

25 12.5.2 If the insurance carrier does not have an A.M. Best
26 Rating of A-/VIII, the CEO/Office of Risk Management retains the right to
27 approve or reject a carrier after a review of the company's performance and
28 financial rating.

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

Coverage	Minimum Limits	<u>Responsible Contractor Partner Agencies</u>
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 Required Endorsements:

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

1 12.8.1.1 An Additional Insured endorsement using ISO
2 form CG 2010 or CG 2033 or a form at least as broad naming the County of
3 Orange, its elected and appointed officials, officers, employees, agents as
4 Additional Insureds.

5 12.8.1.2 A primary non-contributing endorsement
6 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
7 insurance maintained by the County of Orange shall be excess and non-
8 contributing.

9 12.9 The County of Orange shall be the loss payee on the Employee
10 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of
11 Orange is a Loss Payee shall accompany the Certificate of Insurance.

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

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

21 12.12 If CONTRACTOR's Professional Liability policy is a "claims made"
22 policy, CONTRACTOR shall agree to maintain professional liability coverage for
23 two (2) years following completion of this Agreement.

24 12.13 The Commercial General Liability policy shall contain a
25 severability of interests clause also known as a "separation of insureds"
26 clause (standard in the ISO CG 0001 policy).

27 12.14 Insurance certificates should be mailed to COUNTY at the address
28 indicated in Paragraph 9 of this Agreement.

1 12.15 If CONTRACTOR fails to provide the insurance certificates and
2 endorsements within seven (7) days of notification by CEO/County Procurement
3 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

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

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

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

20 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

21 CONTRACTOR shall report to COUNTY:

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

26 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
27 from or related to services performed by CONTRACTOR under this Agreement.

28 ///

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

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

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

10 14. CONFLICT OF INTEREST

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

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

21 15. ANTI-PROSELYTISM PROVISION

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

26 16. SUPPLANTING GOVERNMENT FUNDS

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

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

8 17. EQUIPMENT

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

18 CONTRACTOR further agrees to the following:

19 17.1.1 To maintain all items of Capital Equipment in good
20 working order and condition, normal wear and tear excepted.

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

26 17.1.3 To report in writing to ADMINISTRATOR immediately after
27 discovery, the loss or theft of any items of Capital Equipment. For stolen
28 ///

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

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

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

16 17.3 Personal Computer Equipment:

17 No personal computers and/or personal electronic devices, such as
18 tablets, smart phones, and laptop computers, or any component thereof, may be
19 purchased with funds provided under this Agreement, regardless of purchase
20 price, without prior written approval of ADMINISTRATOR. Any such purchase
21 shall be in accordance with specifications provided by ADMINISTRATOR, be
22 subject to the same inventory control conditions specified in Subparagraphs
23 17.1.1 to 17.1.4 and, at the sole discretion of ADMINISTRATOR, become the
24 property of COUNTY upon termination of this Agreement.

25 18. BREACH SANCTIONS

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

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

3 18.1 Afford CONTRACTOR a time period within which to cure the breach,
4 which period shall be established by ADMINISTRATOR; and/or

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

8 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
9 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

12 19. DESIGNATED LEAD AGENCY

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

28 ///

1 19.2 As the designated lead agent, RF shall also be responsible for
2 activities that include but are not limited to the following:

3 19.2.1 Oversight of FRC services;

4 19.2.2 Employment and supervision of the FRC Coordinator;

5 19.2.3 Facilitating established meetings for Contractor Partner
6 Agencies and generating meeting minutes;

7 19.2.4 Coordinating a minimum of weekly case management
8 meetings;

9 19.2.5 Collecting and maintaining complete documentation for
10 invoices from Contractor Partner Agencies;

11 19.2.6 Overseeing the collection, maintenance, and management of
12 FRC data including outcome measurements from Contractor Partner Agencies;

13 19.2.7 Generating monthly reports (i.e. Service Grids) in
14 accordance with Paragraph 38 of this Agreement and Exhibit Paragraph 9 for
15 submission to COUNTY;

16 19.2.8 Reimbursing FaCT-funded Contractor Partner Agencies for
17 FaCT-funded services rendered prior to invoicing COUNTY;

18 19.2.9 Generating modification requests on the FRC's behalf for
19 submission to COUNTY;

20 19.2.10 Collecting information from Contractor Partner Agencies
21 and generating a monthly FRC activity calendar;

22 19.2.11 Coordinating FRC sustainability efforts referenced in
23 Exhibit "A", Paragraph 11 of this Agreement;

24 19.2.12 Ensuring all Contractor Partner Agencies are current on
25 required documentation (e.g., insurance certificates, copies of
26 resumes/applications, independent audits);

27 ///

28 ///

1 19.2.13 Ensuring all Non-FaCT Funded Partner Agency(ies) have a
2 current agreement with the FRC and provide copies of agreements to COUNTY upon
3 request;

4 19.2.14 Facilitating collaborative activities, services, and
5 programs to ensure effective service delivery;

6 19.2.15 Maintaining complete and accurate records of all
7 financial and outcome measurement data for the FRC;

8 19.2.16 Attending required FaCT meetings and mandatory trainings;
9 and

10 19.2.17 Maintaining the integrity of the FaCT database and other
11 reports as necessary.

12 20. PAYMENTS

13 20.1 Maximum Contractual Obligation:

14 The maximum obligation of COUNTY under this Agreement shall not
15 exceed the amount of \$2,380,465: The amount of \$476,093 for July 1, 2015
16 through June 30, 2016; the amount of \$476,093 for July 1, 2016 through June
17 30, 2017; the amount of \$476,093 for July 1, 2017 through June 30, 2018; the
18 amount of \$476,093 for July 1, 2018 through June 30, 2019; and the amount of
19 \$476,093 for July 1, 2019 through June 30, 2020 or actual allowable costs,
20 whichever is less.

21 20.2 Allowable Costs:

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

1 20.3 Claims:

2 20.3.1 CONTRACTOR shall submit monthly claims to be received by
3 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
4 expenses incurred in the preceding month. In the event the twentieth (20th)
5 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
6 claim the next business day. COUNTY holidays include New Year's Day, Martin
7 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
8 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
9 Friday after Thanksgiving, and Christmas Day.

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

19 20.3.3 Payments should be released by COUNTY within a reasonable
20 time period of approximately thirty (30) days after receipt of a correctly
21 completed claim form and required supporting documentation.

22 20.3.4 Year End and Final Claims:

23 20.3.4.1 CONTRACTOR shall submit a final claim for
24 each COUNTY fiscal year, July 1 through June 30, covered under the term of
25 this Agreement as stated in Paragraph 1, by no later than August 30th of each
26 corresponding COUNTY fiscal year. Claims received after August 30th of each
27 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
28 be reimbursed. ADMINISTRATOR may modify the date that which the final claim

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

3 20.3.4.2 The basis for final settlement shall be the
4 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or 48
5 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to
6 this Agreement; limited, however, to the maximum obligation of COUNTY. In the
7 event that any overpayment has been made, COUNTY may offset the amount of the
8 overpayment against the final payment. In the event overpayment exceeds the
9 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)
10 business days of notice from COUNTY. Nothing herein shall be construed as
11 limiting the remedies of COUNTY in the event an overpayment has been made.

12 21. OVERPAYMENTS

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

26 ///

27 ///

28 ///

1 22. OUTSTANDING DEBT

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

5 23. FINAL REPORT

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

11 24. INDEPENDENT AUDIT

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

21 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
22 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
23 of organization-wide audits for each of the fiscal cycles corresponding with
24 the term of this Agreement. CONTRACTOR shall provide each audit within
25 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
26 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
27 payment under this or any subsequent Agreement with CONTRACTOR until such time
28 ///

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

3 25. RECORDS, INSPECTIONS AND AUDITS

4 25.1 Financial Records:

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

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

15 25.2 Client Records:

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

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

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

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

3 25.3 Public Records:

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

9 25.4 Inspections and Audits:

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

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

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

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

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

4 25.5 Evaluation Studies:

5 25.5.1 CONTRACTOR shall participate as requested by COUNTY in
6 research and/or evaluative studies designed to show the effectiveness and/or
7 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
8 project.

9 26. PERSONNEL DISCLOSURE

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

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

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

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

23 26.1.4 The language skill, if applicable, for all personnel.

24 26.2 CONTRACTOR's employment applications shall require applicants to
25 provide detailed information regarding the conviction of a crime by any court,
26 for offenses other than minor traffic offenses. Information not disclosed in
27 the employment application discovered subsequent to the hiring or promotion of
28 ///

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

3 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
4 COUNTY, criminal record background checks on all employees and/or volunteers
5 who will provide services under this Agreement. Candidates will satisfy
6 background checks consistent with and comparable to those required for COUNTY
7 employees.

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

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

28 ///

1 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
2 staff performing work hereunder and any proposed changes in CONTRACTOR's
3 staff.

4 26.7 COUNTY shall have the right to require CONTRACTOR to remove any
5 employee from the performance of services under this Agreement. At the
6 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

7 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
8 terminated for cause from working on this Agreement.

9 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
10 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
11 work in accordance with the terms and conditions of this Agreement.

12 27. EMPLOYMENT ELIGIBILITY VERIFICATION

13 As applicable, CONTRACTOR warrants that it fully complies with all
14 Federal and State statutes and regulations regarding the employment of aliens
15 and others, and that all its employees performing work under this Agreement
16 meet the citizenship or alien status requirement set forth in Federal statutes
17 and regulations. CONTRACTOR shall obtain, from all employees performing work
18 hereunder, all verification and other documentation of employment eligibility
19 status required by Federal or State statutes and regulations including, but
20 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC
21 Section 1324 et seq., as they currently exist and as they may be hereafter
22 amended. CONTRACTOR shall retain all such documentation for all covered
23 employees for the period prescribed by the law. CONTRACTOR shall indemnify,
24 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
25 its agents, officers, and employees from employer sanctions and any other
26 liability which may be assessed against CONTRACTOR or COUNTY or both in
27 connection with any alleged violation of any Federal or State statutes or
28 ///

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

3 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

4 28.1 In order to comply with child support enforcement requirements of
5 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
6 of the award of this Agreement:

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

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

13 (c) a certification that CONTRACTOR has fully complied with all
14 applicable Federal and State reporting requirements regarding its
15 employees; and

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

19 28.2 The failure of CONTRACTOR to timely submit the data or
20 certifications required by subsections (a), (b), (c), or (d), or to comply
21 with all Federal and State employee reporting requirements for child support
22 enforcement or to comply with all lawfully served Wage and Earnings Assignment
23 Orders and Notices of Assignment shall constitute a material breach of this
24 Agreement, and failure to cure such breach within sixty (60) calendar days of
25 notice from COUNTY shall constitute grounds for termination of this Agreement.

26 28.3 It is expressly understood that this data will be transmitted to
27 governmental agencies charged with the establishment and enforcement of child
28 support orders, and for no other purpose.

1 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

19 31. CONFIDENTIALITY

20 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
21 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
22 and all other provisions of law, and regulations promulgated thereunder
23 relating to privacy and confidentiality, as each may now exist or be hereafter
24 amended.

25 31.2 All records and information concerning any and all persons
26 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
27 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
28 volunteers. CONTRACTOR shall require all of its employees, agents,

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

13 31.3 CONTRACTOR shall inform all of its employees, agents,
14 subcontractors, volunteers and partners of this provision and that any person
15 violating the provisions of said State law may be guilty of a crime.

16 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
17 be subject to the confidentiality requirements of this Agreement.

18 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
19 with respect to Juvenile Court matters, in accordance with WIC Section 827,
20 all applicable statutes, case law, and Orange County Juvenile Court Policy
21 regarding Confidentiality, as it now exists or may hereafter be amended.

22 31.5.1 No access, disclosure or release of information regarding
23 a child who is the subject of Juvenile Court proceedings shall be permitted
24 except as authorized. If authorization is in doubt, no such information shall
25 be released without the written approval of a Judge of the Juvenile Court.

26 31.5.2 CONTRACTOR must receive prior written approval of the
27 Juvenile Court before allowing any child to be interviewed, photographed or
28 recorded by any publication or organization or to appear on any radio,

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

3 32. COPYRIGHT ACCESS

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

8 33. WAIVER

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

17 34. PETTY CASH

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

20 35. PUBLICITY

21 35.1 Information and solicitations, prepared and released by
22 CONTRACTOR, concerning the services provided under this Agreement shall state
23 that the program, wholly or in part, is funded through COUNTY, State and
24 Federal government funds.

25 35.2 CONTRACTOR shall not disclose any details in connection with this
26 Agreement to any person or entity except as may be otherwise provided
27 hereunder or required by law. However, in recognizing CONTRACTOR's need to
28 identify its services and related clients to sustain itself, COUNTY shall not

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

3 35.2.1 CONTRACTOR shall develop all publicity material in a
4 professional manner; and

5 35.2.2 During the term of this Agreement, CONTRACTOR shall not,
6 and shall not authorize another to, publish or disseminate any commercial
7 advertisements, press releases, feature articles, or other materials using the
8 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
9 unreasonably withhold written consent.

10 36. COUNTY RESPONSIBILITIES

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

13 37. REFERRALS

14 37.1 CONTRACTOR shall provide services to individuals referred by
15 ADMINISTRATOR.

16 38. REPORTS

17 38.1 CONTRACTOR shall provide information deemed necessary by
18 ADMINISTRATOR to complete any State-required reports related to the services
19 provided under this Agreement.

20 38.2 CONTRACTOR shall maintain records and submit reports containing
21 such data and information regarding the performance of CONTRACTOR's services,
22 costs or other data relating to this Agreement, as may be requested by
23 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
24 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

25 39. ENERGY EFFICIENCY STANDARDS

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

1 40. ENVIRONMENTAL PROTECTION STANDARDS

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

8 40.1 No facility to be utilized in the performance of the proposed
9 grant has been listed on the EPA List of Violating Facilities;

10 40.2 It will notify COUNTY prior to award of the receipt of any
11 communication from the Director, Office of Federal Activities, U.S. EPA,
12 indicating that a facility to be utilized for the grant is under consideration
13 to be listed on the EPA List of Violating Facilities; and

14 40.3 It will notify COUNTY and EPA about any known violation of the
15 above laws and regulations.

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

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

26 A. The definitions and prohibitions contained in the clause at
27 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
28

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

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

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

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

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

25 C. Submission of this certification and disclosure is a
26 prerequisite for making or entering into this Agreement imposed by Section
27 1352, Title 31, USC. Any person who makes an expenditure prohibited under
28 this provision or who fails to file or amend the disclosure form to be filed

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

3 42. POLITICAL ACTIVITY

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

7 43. TERMINATION PROVISIONS

8 43.1 ADMINISTRATOR may terminate this Agreement without penalty
9 immediately with cause or after thirty (30) days written notice without cause,
10 unless otherwise specified. Notice shall be deemed served on the date of
11 mailing. Cause shall be defined as any breach of contract, any
12 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
13 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
14 all further obligations under this Agreement.

15 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to
16 cooperate with ADMINISTRATOR in the orderly transfer of service
17 responsibilities, active case records, and pertinent documents.

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

1 43.4 If any provision of this Agreement or the application thereof is
2 held invalid, the remainder of this Agreement shall not be affected thereby.

3 44. GOVERNING LAW AND VENUE

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

13 45. SIGNATURE IN COUNTERPARTS

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

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3
4 By: _____
5 ELDON BABER
6 EXECUTIVE DIRECTOR
7 THE RAISE FOUNDATION

By: _____
CHAIRMAN OF THE
BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

8
9 Dated: _____

Dated: _____

10
11 By: _____
12 KENNETH D. MCFARLAND
13 CHIEF EXECUTIVE OFFICER
14 MISSION HOSPITAL REGIONAL MEDICAL CENTER

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

15
16 Dated: _____

Dated: _____

17 SIGNED AND CERTIFIED THAT A COPY OF
18 THIS AGREEMENT HAS BEEN DELIVERED TO
19 THE CHAIR OF THE BOARD PER G.C.
20 Sec. 25103, Reso 79-1535
21 Attest:

By: _____
MARICELA RIOS-FAUST
CHIEF OPERATIONS OFFICER
HUMAN OPTIONS, INC.

Dated: _____

22
23 By: _____
24 Robin Stieler
25 Interim Clerk of the Board
26 County of Orange, California

27
28 APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Annie Doo
DEPUTY

Dated: 5/4/15

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 THE RAISE FOUNDATION
8 AND
9 CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
10 AND
11 HUMAN OPTIONS, INC.
12 AND
13 MISSION HOSPITAL REGIONAL MEDICAL CENTER
14 FOR THE PROVISION OF
15 SERVICES PROMOTING SAFE AND STABLE FAMILIES,
16 DIFFERENTIAL RESPONSE, AND FAMILY STABILIZATION
17

18 1. POPULATION TO BE SERVED

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

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

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

8 1.3 CONTRACTOR shall provide Differential Response (DR) services to
9 PARTICIPANTS including: birth, kinship, blended, adoptive, and foster families
10 with children birth to eighteen (0-18) years who are at risk for child abuse
11 and/or neglect and who have been identified by Social Services Agency (SSA)
12 Children and Family Services (CFS) Division as likely to make needed changes
13 to improve child safety.

14 1.4 CONTRACTOR shall provide Family Stabilization (FS) services to
15 PARTICIPANTS including California Work Opportunity and Responsibility to Kids
16 (CalWORKs) program recipients who are experiencing an identified situation
17 and/or crisis that is destabilizing the family and would interfere with the
18 adult clients' ability to participate in Welfare-to-Work (WTW) activities and
19 services.

20 1.5 CONTRACTOR shall provide DR and FS services to PARTICIPANTS
21 residing in the following cities: Aliso Viejo, Coto de Caza, Dana Point,
22 Ladera Ranch, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake
23 Forest, Las Flores, Mission Viejo, Rancho Santa Margarita, San Clemente, San
24 Juan Capistrano, and surrounding unincorporated areas.

25 2. PSSF & CBCAP FUNDING REQUIREMENTS

26 2.1 CONTRACTOR shall provide services/activities, as described in
27 Paragraph 5 below, to address one (1) or more of the seven (7) Promoting Safe
28 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,

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

3 2.2 PSSF Outcomes: Services must meet a minimum of one (1) of the
4 following PSSF outcomes:

5 2.2.1 Children are, first and foremost, protected from abuse
6 and neglect.

7 2.2.2 Children are safely maintained in their own homes
8 whenever possible and appropriate.

9 2.2.3 Children have permanency and stability in their living
10 situations.

11 2.2.4 The continuity of family relationships and connections is
12 preserved for children.

13 2.2.5 Families have enhanced capacity to provide for their
14 children's needs.

15 2.2.6 Children receive appropriate services to meet educational
16 needs.

17 2.2.7 Children receive adequate services to meet physical and
18 mental health needs.

19 2.3 The four (4) PSSF service categories are as follows:

20 2.3.1 Family Preservation: Family Preservation (FP) services
21 typically are designed to help families alleviate crises that might lead to
22 out-of-home placement of children; maintain the safety of children in their
23 own homes; and assist families in obtaining services and other supports
24 necessary to address their multiple needs in a culturally responsive manner.

25 2.3.2 Family Support: Family Support services are primarily
26 community-based preventive activities designed to alleviate stress and promote
27 parental competencies and behaviors that will increase the ability of families
28 to successfully nurture their children; enable families to use other resources

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

4 2.3.3 Time-Limited Family Reunification: Time-Limited Family
5 Reunification (TLFR) are services and activities provided to a child who is
6 removed from the child's home and placed in a foster family home or a child
7 care institution. These services are also for the parents or primary
8 caregiver for the child, in order to facilitate the reunification of the child
9 safely and appropriately during the court ordered family reunification period.
10 TLFR services include individual, group, and family counseling; inpatient,
11 residential, or outpatient substance abuse treatment services; mental health
12 services; assistance to address domestic violence; temporary child care and
13 therapeutic services for families, including crisis nurseries; and
14 transportation to and from any of the above services.

15 2.3.4 Adoption Promotion and Support: Adoption Promotion and
16 Support (APS) services are designed to encourage more adoptions out of the
17 foster care system, when adoptions promote the best interest of children, and
18 include such activities as pre- and post-adoptive services designed to
19 expedite the adoption process and support adoptive families.

20 2.4 Unless specified otherwise, the services described below in
21 Subparagraphs 5.1 through 5.13 addresses each of the four (4) PSSF categories
22 described above in Subparagraphs 2.3.1 through 2.3.4.

23 2.5 Community-Based Child Abuse Prevention (CBCAP): Services shall
24 align with the California Department of Social Services Community-Based Child
25 Abuse Prevention (CBCAP) program which supports efforts to develop, operate,
26 expand, enhance, and coordinate initiatives, programs and activities to
27 prevent child abuse and neglect. In addition, CBCAP supports the coordination
28 of resources to better strengthen and support families as well as foster

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

3 2.6 ADMINISTRATOR may, in its sole discretion and upon written notice
4 to CONTRACTOR, modify: the terms or definitions, the particular type of
5 services/activities to be provided, the time-of-day and day-of-week
6 services/activities are to be provided, the locations(s) where
7 services/activities shall be provided, the date(s) services/activities shall
8 begin and end, the service goal(s), measurement tools and outcome indicators,
9 and the number of participants to be provided services/activities as described
10 in Paragraph 5, below, without changing COUNTY's maximum obligation as set
11 forth in this Agreement. Any modification of services/activities shall remain
12 within the scope of defined PSSF service categories and PSSF outcomes and
13 shall promote community participation. CONTRACTOR shall not institute any
14 modification without prior written approval of ADMINISTRATOR.

15 2.7 CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload
16 standards as set forth in this Paragraph and as authorized by COUNTY, without
17 reducing the level of service to be provided by CONTRACTOR. This agreement
18 must be in writing.

19 3. HOURS OF OPERATION

20 3.1 CONTRACTOR shall provide services during hours that are responsive
21 to the needs of PARTICIPANTS. At a minimum, CONTRACTOR shall provide services
22 Monday through Friday from 9:00 a.m. to 6:00 p.m., except COUNTY holidays as
23 established by the Orange County Board of Supervisors. Weekly hours shall
24 include a minimum of two (2) weeknights until 8:00 p.m. or one (1) weekend day
25 for a minimum of four (4) hours to meet community needs. FRC operating hours
26 must be submitted to ADMINISTRATOR for approval. CONTRACTOR may off-set
27 regular hours based on the FRC being open for services evenings and/or
28 weekends. For example, services hours on Tuesday and Thursday may be adjusted

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

5 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
6 schedule which is as follows: New Year's Day, Martin Luther King Day,
7 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
8 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
9 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written
10 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
11 schedule. Any unauthorized closure shall be deemed a material breach of this
12 Agreement, pursuant to Paragraph 18, and shall not be reimbursed. CONTRACTOR
13 is encouraged to provide contracted services on holidays, whenever possible.

14 4. FACT GENERAL REQUIREMENTS

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

16 4.1 Maintain a community facility that offers multiple programs
17 including, but not limited to the following core services: a case management
18 team, counseling, family support services, parenting education, domestic
19 violence prevention and treatment (Personal Empowerment Program), out-of-
20 school-time youth program, TLFR family fun activities, foster/adoptive parent
21 recruitment, and information and referral services in support of achieving
22 FaCT goals.

23 4.2 Operate as a collaborative that includes Contractor Partner
24 Agencies, which are FaCT-Funded, and a minimum of two (2) Non-FaCT Funded
25 Partner Agency(ies) who are providing onsite services at the FRC.

26 4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of
27 understanding or agreement specifying their commitment to provide services
28 throughout the term of this Agreement.

1 4.4 Designate The Raise Foundation to function as both the designated
2 lead agency and the program management lead agency. The fiscal and program
3 management responsibilities shall include those referenced in Paragraph 19 of
4 this Agreement.

5 4.5 Provide bilingual staff responsible for direct services that are
6 language appropriate.

7 4.6 Provide services that are cultural responsive to the needs of the
8 community to be served.

9 4.7 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network
10 Administrative Services (FNAS) provider, by attending required meetings,
11 trainings, completing data entry into FaCT database system, and engaging with
12 the FaCT Network in activities related to the FaCT mission and vision.

13 4.8 Provide all services at the FRC. Services may also be offered in-
14 home, at schools, and other community locations as needed as mutually agreed
15 upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all
16 Clinical Supervision, Family Support Services, Counseling, and Case Management
17 Team services.

18 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT
19 Funded Partner Agency(ies) to ensure participants complete FaCT required
20 registration, consent, sign-in forms, satisfaction surveys, and/or complete
21 assessment tools referenced in Subparagraph 8.4 when receiving services
22 requiring an assessment.

23 4.10 Collaborate with COUNTY staff and COUNTY's contracted DR and FS
24 services staff who provide services to SSA clients residing in the DR and FS
25 Service Region as referenced in Subparagraph 1.5.

26 4.11 Collaborate with SSA DR Social Workers in engaging families in
27 services to improve child safety and provide DR services, described in
28 Subparagraphs 5.11 through 5.13, to clients residing in all cities within the

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

5 4.11.1 DR services are appropriate when reported allegations
6 meet statutory definitions of abuse or neglect at low to moderate risk and an
7 initial assessment made by SSA's CFS Division determines that with targeted
8 services a family is likely to make needed changes to improve child safety.

9 4.11.2 The County's DR primary goal is to engage a greater
10 number of families in services within the community without bringing them into
11 the child welfare system and, at the same time, reduce the recurrence of child
12 abuse.

13 4.12 Collaborate with COUNTY's CalWORKs WTW FS Program workers to
14 increase client success in program participation and provide FS services,
15 described in Subparagraph 5.14 to clients residing in FS Service Region as
16 referenced in Subparagraph 1.5. For the purpose of expanding service
17 accessibility to FS service for clients, and where possible, the FRC will
18 outstation FS staff at other FaCT FRCs or facilities approved by
19 ADMINISTRATOR.

20 4.12.1 FS is designed to ensure a basic level of stability
21 within a family prior to, or concurrently with, participation in WTW
22 activities. Regulations require that counties inform CalWORKs applicants and
23 recipients that short-term FS services are available to assist individuals and
24 their families who are experiencing a crisis or situation that destabilizes
25 the family and impairs the client's ability to meet WTW participation
26 requirements.

27 ///

28 ///

1 4.12.2 The goal of FS is to increase client success in the WTW
2 program through intensive case management and the assignment of participants
3 to additional barrier-removal services and activities.

4 5. SERVICES

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

9 5.1 Clinical Supervision (HO):

10 5.1.1 HO shall provide Clinical Supervision services to ensure
11 the quality of counseling services provided through the FaCT program.

12 5.1.2 Clinical Supervision services shall include, but are not
13 limited to: individual and group clinical supervision for counselor(s) through
14 the FaCT program, recruitment and supervision of Master's level counseling
15 interns, case consultation, verification of laws of confidentiality, and
16 ensuring that child and elder/dependent adult abuse reporting requirements are
17 followed.

18 5.1.3 Clinical Supervision services shall be provided for a
19 minimum of two (2) hours per week and shall be based on the CONTRACTOR's
20 counseling agency supervision requirements.

21 5.1.4 Clinical Supervision shall be offered continuously
22 throughout the term of this Agreement.

23 5.1.5 HO shall provide qualified licensed Clinical
24 Supervisor/Program Supervisor as specified in Subparagraph 14.6 of this
25 Exhibit.

26 5.2 Counseling Services (HO):

27 5.2.1 The objectives of Counseling Services are as follows:

28 ///
29

1 5.2.1.1 Increase the availability of counseling
2 services for appropriate non Medi-Cal clients, underinsured clients, and
3 clients experiencing barriers to accessing mental health services.

4 5.2.1.2 Increase participant's coping skills in
5 dealing with stress.

6 5.2.1.3 Increase access to social support systems.

7 5.2.1.4 Facilitate linkages to appropriate and needed
8 treatment programs (e.g., domestic violence, substance abuse, mental health,
9 etc.).

10 5.2.1.5 Reduce risk of violence in the home.

11 5.2.1.6 Improve individual and family functioning.

12 5.2.2 HO shall provide Crisis, Individual, Family, and Group
13 Counseling services for a minimum of one hundred eleven (111) unduplicated
14 PARTICIPANTS annually. Counseling services shall include, but not be limited
15 to: providing emotional support; stabilizing immediate crisis; and developing
16 goals for PARTICIPANTS who are experiencing a crisis due to interpersonal
17 conflicts, family crisis, difficult parenting issues, challenging child needs,
18 and/or traumatic loss. Services shall address parenting issues, cycle of
19 abuse, victimization, enhance family dynamic and make appropriate linkages to
20 all needed treatment programs and social support systems. The Counselor
21 and/or designee, as approved by ADMINISTRATOR, shall attend the FRC
22 Comprehensive Case Management Team meetings.

23 5.2.3 HO shall provide Crisis, Individual, Family, and Group
24 Counseling services during the term of this Agreement by appointment during
25 FRC operating hours. HO may also schedule evening hours at the request of
26 PARTICIPANTS.

27 5.2.4 HO shall provide Crisis Counseling for a minimum of
28 forty-three (43) individuals annually. Crisis Counseling sessions shall be a

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

4 5.2.5 HO shall provide Individual Counseling for a minimum of
5 thirty (30) individuals annually. Individual Counseling sessions shall be a
6 minimum of fifty (50) minutes in duration and be offered to PARTICIPANTS on a
7 weekly basis. HO shall offer a minimum of four (4) and maximum of twelve (12)
8 sessions for each PARTICIPANT. If deemed necessary by Counselor, Individual
9 counseling sessions may be extended up to a maximum of twenty (20) sessions
10 per PARTICIPANT. If appropriate, HO shall use evidence based practices such
11 as "Seeking Safety" or trauma-focused cognitive behavioral therapy to meet
12 PARTICIPANT needs and address PARTICIPANT symptoms.

13 5.2.6 HO shall provide Family Counseling services for a minimum
14 of eight (8) individuals annually. Family Counseling sessions shall be a
15 minimum of fifty (50) minutes in duration and be offered to PARTICIPANTS on a
16 weekly basis. HO shall offer a minimum of four (4) and maximum of twelve (12)
17 sessions for each PARTICIPANT. If deemed necessary by Counselor, Family
18 Counseling sessions may be extended up to a maximum of twenty (20) sessions
19 per PARTICIPANT.

20 5.2.7 HO shall provide Group Counseling services for a minimum
21 of thirty (30) individuals annually. HO shall provide three (3) Group
22 Counseling series annually. Each series shall be six (6) weeks in duration
23 and each session shall be a minimum of ninety (90) minutes in length.

24 5.2.8 HO shall provide qualified, bilingual licensed/licensed
25 eligible Counselor staff as specified in Subparagraph 14.9 of this Exhibit.

26 5.3 Family Support Services (CB):

27 5.3.1 The objectives of Family Support Services are as follows:

28 ///

1 5.3.1.1 Increase families' follow-through with
2 service providers.

3 5.3.1.2 Increase access to resources.

4 5.3.1.3 Increase effective coordination of services
5 among providers.

6 5.3.1.4 Assist in accessing resources so families may
7 achieve economic self-sufficiency.

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

18 5.3.3 CB shall provide Family Support services continuously
19 throughout the term of this Agreement, or at dates and times convenient for
20 PARTICIPANTS. CB shall provide Family Support services for a minimum of
21 thirty (30) days.

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

25 5.3.5 CB shall provide qualified, bilingual Family Support
26 Specialist staff as specified in Subparagraph 14.14 of this Exhibit.

27 ///

28 ///

1 5.4 Foster and Adoptive Parent Recruitment (RF):

2 5.4.1 The objective of Foster and Adoptive Parent Recruitment
3 services is to increase foster/adoptive awareness to prospective caregivers.

4 5.4.2 RF shall help promote, in collaboration with
5 ADMINISTRATOR, the need for foster and adoptive resources for children in need
6 of a permanent home. Promotional activities may include, but are not limited
7 to: displaying media or printed material at the FRC, promotion at community
8 events/workshops, and distribution of flyers and other marketing materials to
9 local community residents. The FRC Coordinator shall coordinate the delivery
10 of this service.

11 5.4.3 RF shall distribute a minimum of one thousand two hundred
12 (1,200) newsletters to local community members annually, have a minimum of
13 twelve (12) separate and unique postings and one (1) continuous posting on
14 RF's social media site annually, and have a recruitment table at a minimum of
15 three (3) community events annually.

16 5.4.4 RF shall distribute Foster and Adoptive Recruitment
17 flyers to a minimum of six hundred (600) unduplicated PARTICIPANTS annually.

18 5.4.5 Foster and Adoptive Parent Recruitment services shall be
19 offered continuously throughout the term of this Agreement.

20 5.4.6 RF's Foster and Adoptive Parent Recruitment Services
21 shall address only the following PSSF service category: APS

22 5.4.7 RF shall provide qualified Foster and Adoptive Parent
23 Recruiter staff as specified in Subparagraph 14.15 of this Exhibit at no cost
24 to County.

25 5.5 FRC Case Management Team (MH):

26 5.5.1 The objectives of FRC Case Management Team (FRC CMT)
27 services are as follows:

28 ///

1 5.5.1.1 Increase collaboration among Contractor
2 Partner Agencies to effectively coordinate services.

3 5.5.1.2 Improve resource linkages.

4 5.5.1.3 Improve individual and family functioning.

5 5.5.1.4 Decrease duplication of services.

6 5.5.1.5 Build the capacity of communities and FRC to
7 address the needs of children and families.

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

22 5.5.3 MH, in coordination with Contractor Partner Agencies,
23 shall provide FRC CMT services for a minimum of seventy-five (75) unduplicated
24 FAMILIES annually. FRC CMT services shall include, but are not limited to, the
25 following components:

26 5.5.3.1 Assessment: The CMT Clinical Supervisor,
27 based on input from the CMT, shall complete an assessment of PARTICIPANTS'
28 strengths and needs, and community resources available to PARTICIPANT.

1 5.5.3.2 Individualized Case Plan: On the basis of the
2 assessment in 5.5.3.1, FRC CMT shall develop an individualized case plan with
3 the PARTICIPANT that identifies priorities, desired outcomes, the strategies
4 and resources to be used in attaining the outcomes, follow up, and
5 termination.

6 5.5.3.3 Reassessment: The CMT Clinical Supervisor and
7 CMT shall reassess the PARTICIPANT's status, with input from Contractor
8 Partner Agencies, in a weekly clinical review of cases. FRC CMT meetings
9 shall provide weekly evaluations and assessment for PARTICIPANTS.

10 5.5.3.4 Termination: The CMT Clinical Supervisor and
11 CMT shall jointly terminate the case when the desired outcomes have been
12 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

13 5.5.4 MH in coordination with Contractor Partner Agencies shall
14 provide FRC CMT services continuously throughout the term of this Agreement
15 during FRC hours of operation. FRC CMT meetings shall be scheduled a minimum
16 of one (1) day per week for a minimum of one (1) hour in duration. The CMT
17 Clinical Supervisor shall facilitate FRC CMT meetings.

18 5.5.5 MH shall complete the required forms referenced in
19 Subparagraph 4.9 and also the FRC CMT Tracking and Outcomes Log specified in
20 Subparagraph 8.4.

21 5.5.6 MH shall provide qualified CMT Clinical Supervisor staff
22 at no cost to County to facilitate FRC CMT meetings as specified in
23 Subparagraphs 14.7 of this Exhibit.

24 5.6 Information and Referral Services (MH)

25 5.6.1 The objective of Information and Referral Services is to
26 increase access to community resources for families in need.

27 5.6.2 MH shall provide Information and Referral Services for a
28 minimum of one thousand (1,000) unduplicated PARTICIPANTS annually.

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

10 5.6.3 Information and Referral Specialist shall be stationed at
11 the FRC reception area as the first point of contact for walk-in and
12 telephone/email inquiries during FRC operating hours. Information and
13 Referral Services shall be offered during FRC operating hours.

14 5.6.4 MH shall provide qualified, bilingual Information and
15 Referral Specialist staff as specified in Subparagraph 14.18 of this Exhibit.

16 5.7 Out-of-School-Time Youth Program (HO):

17 5.7.1 The objectives of Out-of-School-Time Youth Program are as
18 follows:

19 5.7.1.1 Increase social connection amongst peers.

20 5.7.1.2 Provide a safe place for school-aged
21 children.

22 5.7.1.3 Increase enrichment opportunities to enhance
23 academic achievement and healthy social behavior.

24 5.7.2 HO shall provide Out-of-School-Time Youth Program
25 Services for a minimum of forty (40) unduplicated PARTICIPANTS annually. Out-
26 of-School-Time Youth Program will provide PARTICIPANTS with a safe and
27 nurturing place during after school and non-school hours. Activities may

28 ///

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

3 5.7.3 HO shall offer a minimum of two (2) Safe Dates series for
4 middle school and high school students and a minimum of two (2) Children's
5 Empowerment Group series for elementary school age children annually. Each
6 series shall be a minimum of six (6) weeks and shall be offered on a weekly
7 basis. Each class shall be a minimum of ninety (90) minutes in duration.
8 Safe Dates shall focus on the development of healthy relationships and Human
9 Options Children's Empowerment program shall focus on learning healthy socio
10 and emotional development skills.

11 5.7.4 HO shall provide OST activities after school, during the
12 academic school year, based on community needs.

13 5.7.5 HO shall provide qualified Out-of-School-Time (OST)
14 Leader staff as specified in Subparagraph 14.20 of this Exhibit.

15 5.8 Parenting Education (HO):

16 5.8.1 The objectives for Parent Education are as follows:

17 5.8.1.1 Increase social support.

18 5.8.1.2 Enhance coping skills.

19 5.8.1.3 Improve knowledge of child development.

20 5.8.1.4 Improve knowledge of appropriate and
21 effective discipline.

22 5.8.2 HO shall provide Incredible Years and/or Triple P -
23 Positive Parenting Program. Incredible Years will target children between the
24 ages of three to nine (3-9) years old who are experiencing behavioral
25 problems. Triple P - Positive Parenting Program will focus on reducing
26 behavioral and emotional problems in children and adolescents. Elements of an
27 effective parenting education program shall improve parenting skills and
28 family functioning by teaching parents/caregivers about child development

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

6 5.8.3 HO shall provide Parenting Education services for a
7 minimum of sixty (60) unduplicated PARTICIPANTS annually.

8 5.8.4 HO shall provide a minimum of four (4) Parenting
9 Education series. Each series shall be a minimum of eight (8) weeks and
10 maximum of fourteen (14) weeks in duration. Each class shall be a minimum of
11 of ninety (90) minutes and maximum of two (2) hours in duration. Parenting
12 Education services shall be provided at dates and times convenient for
13 PARTICIPANTS.

14 5.8.5 HO shall ensure completion of required paperwork when
15 providing parenting education to PARTICIPANTS receiving child welfare
16 services, including, but not limited to: verification of attendance, issuance
17 of certificates of completion, and verbal and/or written reports to COUNTY
18 Social Workers.

19 5.8.6 HO shall provide qualified, bilingual Parenting
20 Educator/Counselor staff as specified in Subparagraph 14.21 of this Exhibit.

21 5.9 Personal Empowerment Program: (Certified Domestic Violence
22 Prevention and Treatment Education Program) - General and TLFR Participants
23 (HO):

24 5.9.1 The objectives of Personal Empowerment Program (PEP) are
25 as follows:

26 5.9.1.1 Increase victim's awareness of the threat of
27 domestic violence and its short/long term effects.

28 ///

1 5.9.1.2 Develop or enhance safety plan for domestic
2 violence victims.

3 5.9.1.3 Increase victim's understanding of the
4 effects domestic violence has on children.

5 5.9.1.4 Increase victim's awareness on the various
6 types of abuse.

7 5.9.1.5 Promote safety and permanency in homes and
8 communities through prevention efforts aimed at child abuse and domestic
9 violence.

10 5.9.2 Personal Empowerment Program services shall be a ten (10)
11 week educational support program designed to help victims break the cycle of
12 domestic violence through education on the dynamics of domestic violence,
13 effects of violence on victims and their children, and to help victims protect
14 children who live in domestic violence homes. Topics shall include, but are
15 not limited to: safety planning, boundaries, anger management, legal aspects
16 of domestic violence, work through denial, and maintain healthy relationships.
17 Services shall target the general community as well as COUNTY's TLFR
18 population.

19 5.9.3 HO shall provide PEP services to a minimum of forty (40)
20 unduplicated PARTICIPANTS annually.

21 5.9.4 HO shall provide four (4) PEP series annually. Each
22 series shall be ten (10) weeks in duration. PEP services shall be offered
23 continuously during the term of this Agreement. Each class shall be a minimum
24 of two (2) hours in duration, at dates and times convenient for PARTICIPANTS.

25 5.9.5 When providing PEP services to COUNTY's TLFR population,
26 HO shall also be required to include, but not be limited to, verification of
27 attendance, issuance of certificates of completion, and verbal and/or written
28 reports to COUNTY Social Workers.

1 5.9.6 HO shall provide qualified, bilingual Personal
2 Empowerment Program Instructor/Domestic Violence Advocate staff as specified
3 in Subparagraph 14.22 of this Exhibit. During the entire term of this
4 Agreement, PEP providers must be approved by the PEP Program Collaborative of
5 Orange County.

6 5.10 Time-Limited Family Reunification Family Fun Activities (RF):

7 5.10.1 The objectives of Time-Limited Family Reunification
8 (TLFR) Family Fun Activities are to increase parent-child bonding and provide
9 a safe and enriching interactive environment for TLFR families.

10 5.10.2 RF shall provide TLFR Family Fun Activities to
11 PARTICIPANTS. In addition to participants referenced in Paragraph 1, TLFR
12 Family Fun Activities may also include children that are removed from their
13 home and placed in a foster family home or a childcare institution and parents
14 or primary caregiver of such a child, in order to facilitate the reunification
15 of the child, safely and appropriately.

16 5.10.3 RF shall provide TLFR Family Fun Activities services for
17 a minimum of ten (10) unduplicated FAMILIES annually. TLFR Family Fun
18 Activities shall include supervised and organized activities and events for
19 children of parents and/or caregivers in the reunification process. RF shall
20 apply the Family Systems Theory in planning TLFR Family Fun Activities.
21 Activities may include, but are not limited to, the following: arts and
22 cultural enrichment, and education and recreation to promote healthy parent-
23 child bonding, quality time, and communication. In the event a parent is
24 participating in monitored/supervised visitation while simultaneously
25 participating in a Family Fun Activity, the approved monitor or supervised
26 visitation specialist must be present during the entire length of the Family
27 Fun Activity.

28 ///

1 5.10.4 RF shall provide a minimum of three (3) TLFR Family Fun
2 Activities (events) annually. Events that occur during evening hours shall be
3 a minimum of two (2) hours in duration, and events that occur on weekends
4 shall be a minimum of three (3) hours in duration.

5 5.10.5 RF shall provide TLFR Family Fun Activities services at
6 FRC locations or at other community locations as needed with advance written
7 approval by ADMINISTRATOR.

8 5.10.6 RF's TLFR Family Fun Activities services shall address
9 only the following PSSF service category: TLFR

10 5.10.7 RF shall provide qualified TLFR Family Fun Activities
11 Leader staff as specified in Subparagraph 14.25 of this Exhibit at no cost to
12 County.

13 5.11 Differential Response Case Management Team (MH):

14 5.11.1 The objectives of Differential Response Case Management
15 Team (DR CMT) services are as follows:

16 5.11.1.1 Increase collaboration among Contractor
17 Partner Agencies on a weekly basis to effectively coordinate DR services.

18 5.11.1.2 Improve resource linkages for DR
19 PARTICIPANTS.

20 5.11.1.3 Improve individual and family functioning for
21 DR PARTICIPANTS.

22 5.11.1.4 Decrease duplication of DR services.

23 5.11.2 The DR CMT, which can be combined with FRC CMT, consists
24 of an integrated multidisciplinary team comprised of three (3) or more persons
25 trained and knowledgeable in providing DR CMT services. The DR CMT is
26 responsible for identifying the educational, health, or social service needs
27 of a child and child's family and for developing a plan to address these
28 multiple needs as identified in WIC section 18986.40. Participants of the DR

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

9 5.11.3 MH in coordination with Contractor Partner Agencies shall
10 provide DR CMT services for families who have been referred for DR services by
11 SSA. Families referred were reported to SSA with allegations that meet
12 statutory definitions of child abuse or neglect at low to moderate risk and
13 have been assessed as likely to make needed changes to improve child safety if
14 provided targeted services.

15 5.11.4 MH in coordination with Contractor Partner Agencies shall
16 jointly provide DR CMT services for a minimum of seventy-five (75)
17 unduplicated FAMILIES annually.

18 5.11.5 MH in coordination with Contractor Partner Agencies shall
19 jointly provide DR CMT services continuously throughout the term of this
20 Agreement. DR CMT meetings shall be scheduled a minimum of one (1) day per
21 week for a minimum of one (1) hour in duration. If the DR CMT meeting is
22 combined with the FRC CMT meeting, the minimum combined duration of the
23 meeting shall be no less than two (2) hours. The DR CMT Clinical Supervisor
24 shall facilitate DR CMT meetings.

25 5.11.6 MH shall complete the FaCT standardized DR CMT Tracking
26 and Outcomes Log as well as the required forms referenced in Subparagraph 8.4.

27 5.11.7 MH shall provide qualified DR CMT Clinical Supervisor
28 staff, as specified in Subparagraph 14.10 of this Exhibit, to facilitate DR

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

4 5.12 DR Family Support Services (CB):

5 5.12.1 The objectives of DR Family Support Services are as
6 follows:

7 5.12.1.1 Maintain children safely in the home.

8 5.12.1.2 Reduce entry into the child welfare system.

9 5.12.1.3 Support families in crisis.

10 5.12.1.4 Work with SSA DR Social Workers and families
11 in identifying resources which will protect children and preserve the family.

12 5.12.2 CB shall provide DR Family Support Services to
13 PARTICIPANTS referred by SSA.

14 5.12.3 CB shall provide DR Family Support Services for a minimum
15 of seventy-five (75) unduplicated FAMILIES annually. DR Family Support
16 Services are those services employing a case manager (e.g., Family Support
17 Specialist) responsible for assessing the strengths and meeting the multiple
18 needs of a PARTICIPANT and family, arranging, coordinating, monitoring,
19 evaluating, and advocating for multiple services for families.

20 5.12.4 CB shall provide DR Family Support Services for a minimum
21 of thirty (30) days per family.

22 5.12.5 CB shall provide DR Family Support Services in family's
23 home, at the FRC, or at other community locations as needed with advance
24 written approval by ADMINISTRATOR.

25 5.12.6 CB shall provide qualified, DR Family Support Specialist
26 staff as specified in Subparagraph 14.11 of this Exhibit.

27 ///

28 ///

1 5.13 DR In-Home Family Support (CB):

2 5.13.1 The objectives of DR In-Home Family Support Services are
3 as follows:

4 5.13.1.1 Address positive parenting skills,
5 discipline, child development, and child health and safety.

6 5.13.1.2 Assess family needs, stabilize immediate
7 crisis, increase coping skills and family cohesiveness, reduce exposure to
8 violence, and improve communication skills.

9 5.13.1.3 Coordinate resources and multiple service
10 providers to help prevent abuse and out-of-home placement.

11 5.13.2 CB shall provide DR In-Home Family Services for a minimum
12 of sixty (60) unduplicated FAMILIES annually.

13 5.13.3 CB shall offer DR In-Home Family Support services for a
14 minimum of four (4) weeks and a maximum of six (6) weeks per family.

15 5.13.4 CB shall provide qualified DR In-Home Family Support
16 Specialist staff as specified in Subparagraph 14.12 of this Exhibit.

17 5.14 FS Family Support Services (CB):

18 5.14.1 CB shall provide FS Family Support Services to the
19 following: individuals and their families who are participating in the
20 California Work Opportunity and Responsibility to Kids (CalWORKs) FS Program
21 and are experiencing a crisis or situation that destabilizes the family and
22 impairs the Welfare-to-Work (WTW) client's ability to meet WTW participation
23 requirements.

24 5.14.2 CB shall provide FS Family Support Services for a minimum
25 of twenty-five (25) unduplicated FAMILIES annually. FS Family Support
26 Services shall focus on a family centered approach to address crisis issues
27 causing barriers to WTW participation activities; serve as a support to

28 ///

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

3 5.14.3 CB shall provide FS Family Support Services continuously
4 throughout the term of this Agreement during FRC operating hours or at dates
5 and times convenient for PARTICIPANTS. CB shall provide FS Family Support
6 Services for a minimum of thirty (30) days.

7 5.14.4 CB shall provide FS Family Support Services in family's
8 home, at the FRC, or at other community locations with advance written
9 approval by ADMINISTRATOR.

10 5.14.5 PSSF categories referenced in Subparagraph 2.3.1 through
11 2.3.4 are not applicable to FS Family Support Services.

12 5.14.6 CB shall provide qualified, FS Family Support Specialist
13 staff as specified in Subparagraph 14.17 of this Exhibit.

14 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

15 6.1 In addition to providing the services described in Paragraph 5 of
16 this Exhibit A, CONTRACTOR agrees to:

17 6.1.1 Provide ADMINISTRATOR a bi-annual detailed marketing plan
18 for each contracted service, and revise, if necessary, as requested by
19 ADMINISTRATOR.

20 6.1.2 Actively engage the community including local residents,
21 faith-based groups, businesses, public and private organizations, civic
22 groups, and other in the planning and implementation of services that promote
23 the well-being, safety, and permanency of children, families and communities.

24 6.1.3 Develop and maintain a Governance Structure document
25 outlining resource sharing, accountability, decision-making strategies, and
26 conflict resolution plan. The Governance Structure shall include, but not be
27 limited to, the addition and/or deletion of any Contractor Partner Agencies,
28 change of designated lead agent, ongoing community input, and involvement.

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

3 6.1.4 Develop a Community Engagement Advisory Committee (CEAC)
4 that shall meet a minimum of quarterly during the term of this Agreement. The
5 FRC will maintain a roster and a copy of minutes for all CEAC meetings. The
6 composition of CONTRACTOR's CEAC shall vary, depending on the specific goals
7 of, and the services to be provided by the FRC. The CEAC shall consist of
8 community members such as parents, youths, teachers, school community
9 liaisons, businesses professionals, religious community leaders, law
10 enforcement, human and health service professionals, and city representatives.
11 CEAC shall assess, survey, and identify community strengths and needs to
12 advocate for FRC services to meet community need on an annual basis; develop
13 parent and youth leadership; and engage business community to provide tangible
14 support and leadership. CEAC shall enlist broad community support and
15 advocacy for the FRC by fundraising for the FRC and hosting events. A minimum
16 of one thousand dollars (\$1,000) shall be allocated to the CEAC within the FRC
17 budget for the purposes of its members to use for planning events, and other
18 activities as deemed necessary by the CEAC committee. RF shall provide
19 qualified Community Engagement Volunteer Coordinator staff as specified in
20 Subparagraph 14.8 of this Exhibit.

21 6.1.5 Follow procedures provided by ADMINISTRATOR for reporting
22 any special incidents that occur during CONTRACTOR's performance of duties
23 under this Agreement, involving CONTRACTOR's staff, participants, and/or
24 property.

25 6.2 RF shall provide a minimum of two hundred and sixty (260) hours
26 annually of Childcare services at the FRC to children of parents attending FRC
27 programs during FRC operating hours, continuously throughout the term of this
28 Agreement, or at dates and times convenient for PARTICIPANTS. Allowable costs

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

6 6.3 CONTRACTOR shall use Emergency Assistance Funds to meet basic
7 needs of clients in support of services as described herein. Allowable costs
8 include emergency food, emergency clothing, diapers, medicine, bus tickets to
9 access services, safety items, one-time rent payment assistance, and one-time
10 utility payment assistance. Other allowable costs are to be approved in
11 advance and in writing by ADMINISTRATOR. All purchases for Emergency
12 Assistance Funds in excess of one hundred (\$100) dollars per client shall be
13 requested in advance and in writing for approval by ADMINISTRATOR. CONTRACTOR
14 shall research available community resources options prior to approving
15 expenditures.

16 7. FACILITIES

17 7.1 South Orange County Family Resource Center is located at:
18 23832 Rockfield Blvd., Suite 270
19 Lake Forest, CA 92630-2834

20 7.2 Administrative services under this Agreement shall be provided at
21 South Orange County Family Resource Center and:

22 The Raise Foundation
23 2900 Bristol Street, Suite J-201
24 Costa Mesa, CA 92626-5981

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

28 ///

1 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

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

12 8.2 FaCT utilizes a model developed by the Center for the Study of
13 Social Policy called “Strengthening Families” to frame outcomes and evaluation
14 data. This model, which has been identified as preventing child abuse and
15 neglect identifies the following five (5) protective factors:

16 8.2.1 Provide concrete support in times of need;

17 8.2.2 Increase parental resilience;

18 8.2.3 Increase knowledge of parenting and child development;

19 8.2.4 Support the social and emotional competence of children;

20 and

21 8.2.5 Build parents’ social connections.

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

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

3 8.3 FRC direct services staff (e.g., Information and Resource
4 Specialist, Family Support Specialist, etc.) shall be responsible for entering
5 client service and outcome data for FaCT funded and a minimum of two (2)
6 required non-FaCT funded services into the FaCT data system. These include,
7 but are not limited to, the following:

8 8.3.1 FRC CMT Clinical Supervisor shall administer, collect,
9 and enter the FRC CMT tracking and assessment tool;

10 8.3.2 Family Support Specialist shall administer, collect, and
11 enter the Family Development Matrix Tool(s);

12 8.3.3 Parenting Educator shall administer, collect, and enter
13 the Parenting Education Survey;

14 8.3.4 OST Leader shall administer, collect, and enter FaCT
15 Measurement tools; and

16 8.3.5 Direct service staff shall enter specific data collection
17 information and complete standardized assessment forms, FaCT Registration
18 Form, attendance sheets, and other documents required by ADMINISTRATOR.

19 8.4 In addition to the FaCT Registration form and/or FaCT Large Group
20 Tracking form, the following assessment tool(s) required for each core service
21 includes:

22 Core Service	Required Assessment Tool(s)
23 FRC & DR CMT	FRC & DR CMT Tracking & Outcomes Log
24 Information & Referral Services	Information & Referral Tracking Log
25 Family Support Services	Family Development Matrix
26 Counseling Services	Protective Factors Counseling Survey
27 Parenting Education	Protective Factors Parenting Survey
28 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

1 8.5 The FRC Coordinator is responsible for ensuring data integrity and
2 accurate data collection. FRC Coordinator shall also ensure that the data is
3 entered correctly into the FaCT data system and within timelines required by
4 ADMINISTRATOR. Contractor Partner Agencies are responsible for their own
5 staff data collection, ensuring data integrity, and accurate submission to the
6 FRC Coordinator.

7 8.6 FRCs can administer COUNTY-approved measurement tools (e.g.,
8 tracking logs, pre/post-tests, satisfaction surveys, etc.) to collect data on
9 other services. ADMINISTRATOR shall provide CONTRACTOR a minimum of ten (10)
10 business day notice in the event a measurement tool is changed.

11 8.7 The COUNTY measurement tools, referenced in Subparagraph 8.4 are
12 subject to change based on program and evaluation needs as defined by
13 ADMINISTRATOR.

14 9. REPORTS

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

18 9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR
19 by the twentieth (20th) day of each month for the preceding month of services.
20 In the event the twentieth (20th) calendar day falls on a weekend or COUNTY
21 holiday as specified in Subparagraph 3.2 of this Exhibit, CONTRACTOR shall
22 submit the Monthly Service Grid the next business day to Administrator.

23 9.2 CONTRACTOR shall complete the FaCT standardized Marketing Outreach
24 Log and CEAC Data Form and shall submit to ADMINISTRATOR quarterly, ten (10)
25 calendar days following the end of each quarter.

26 9.3 CONTRACTOR shall provide information deemed necessary by
27 ADMINISTRATOR to complete any state-required reports related to the services
28 provided under this Agreement.

1 10. UTILIZATION REVIEW

2 10.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's
3 request at CONTRACTOR's facility identified in Paragraph 7 of this Exhibit A
4 to review and evaluate a random selection of PARTICIPANT case records. The
5 review shall include, but is not limited to: an evaluation of the necessity,
6 appropriateness, and length of services provided. PARTICIPANT cases to be
7 reviewed shall be randomly selected by COUNTY.

8 10.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
9 differences of opinion regarding the necessity, appropriateness, and length of
10 services provided, the dispute shall be submitted to COUNTY's Director of
11 Children and Family Services for final resolution.

12 11. SUSTAINABILITY

13 11.1 Contractor agrees to demonstrate, throughout the term of this
14 Agreement, the ability to integrate multiple public, private, and
15 collaborative partner funding sources.

16 11.2 CONTRACTOR must provide measureable goals that demonstrate
17 resource leveraging and in-kind partnerships and/or grants based on service
18 gaps and identified needs, specific to the community.

19 11.3 CONTRACTOR agrees to work with ADMINISTRATOR in order to pursue
20 long-term sustainability of CONTRACTOR's FaCT collaborative programs. This
21 includes, but is not limited to, participation in the following:

22 11.3.1 Assessment of long-term need for and reasonableness of
23 FaCT collaborative programs;

24 11.3.2 Training programs developed by or for FaCT;

25 11.3.3 Outreach activities initiated by FaCT staff or FaCT
26 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

27 11.3.4 Research of other public/private funding sources and
28 opportunities;

1 11.3.5 Pursuit of linkages with other partners, as appropriate:
2 and

3 11.3.6 Development of marketing and community education
4 materials as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

5 11.4 CONTRACTOR agrees to cooperate in these efforts, as well as
6 independently pursue opportunities to improve sustainability of their
7 collaborative program. Independent activities may include activities
8 identified above as well as grant writing and engaging in collaborative
9 agreements with other integrated service initiatives.

10 12. MEETINGS AND TRAININGS:

11 12.1 CONTRACTOR shall ensure the FRC Coordinator participates in
12 meetings of all FaCT FRC Coordinators for the purpose of information sharing,
13 joint problem solving, identification of Best Practices, development of common
14 approaches to case management and intake, training, and other related matters.
15 Meetings will occur a minimum of one per month. ADMINISTRATOR will provide
16 CONTRACTOR with detailed information regarding meeting date(s) and
17 location(s).

18 12.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates
19 in all required trainings and/or meetings as identified by ADMINISTRATOR.
20 ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
21 training/meeting date(s) and location(s).

22 12.3 Trainings eligible for reimbursement through this Agreement must
23 be approved in advance, in writing, by ADMINISTRATOR.

24 12.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings
25 presented or sponsored by COUNTY.

26 13. BUDGET

27 13.1 For each of the five (5) COUNTY fiscal years (July 1 through June
28 30) included during the term of this Agreement, the maximum annual budget for

1 services provided pursuant to Exhibit A of this Agreement shall not exceed
2 \$476,093.

3 13.2 The ADMINISTRATOR and CONTRACTOR may agree, subject to advance
4 written notice, to add, delete, modify, line item and/or amounts, and/or the
5 number and type of FTE positions, specified in the annual budget included in
6 Subparagraph 13.11, without reducing the level of services to be provided or
7 exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this
8 Agreement.

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

19 13.4 In the event the budget shown in Subparagraph 13.11 is modified,
20 the modified budget shall remain in effect for the remainder of the contract
21 term, unless superseded by subsequent budget modification(s) that have been
22 approved in writing by ADMINISTRATOR. For example, if Budget Modification #1
23 is approved on March 15, 2016, the modified budget will remain in effect until
24 Budget Modification #2 is requested and approved in writing. The annual
25 budget beginning on July 1st of each fiscal year shall be identical to the
26 most recently modified annual budget. Under no circumstances shall funds
27 unspent in one fiscal year carry over to another fiscal year.

28 ///

1 13.5 It is anticipated multiple budget modifications will occur during
2 the term of this Agreement. When appropriate, CONTRACTOR will delay submitting
3 a Budget Modification Request until multiple changes can be incorporated into
4 a single Budget Modification Request versus submitting several Budget
5 Modification Requests that include a single line item change.

6 13.6 For purposes of this Agreement, Direct Services Expense is defined
7 as a non-administrative expense required to provide goods or services for the
8 direct benefit of PARTICIPANTS. Examples include, but are not limited to:
9 parent education handbooks, chore charts, art materials, water and snacks for
10 PARTICIPANT consumption, incentives for clients to attend events, etc.

11 13.7 For purposes of this Agreement, Program Expense is defined as an
12 administrative expense required for overall service delivery rather than an
13 expense benefitting an individual PARTICIPANT. Examples include, but are not
14 limited to: marketing materials, display boards, educational DVDs and video
15 equipment to broadcast, parent education curriculums, educational
16 books/reference material to be used by CONTRACTOR's staff, furniture,
17 volunteer staff recognition events, etc.

18 13.8 Budget Modification Requests will be considered for approval when
19 such requests are to reallocate funds within a similar category such as
20 reallocating unused funds from a direct service salary position to a new
21 direct participant service (i.e., Life Skills Workshop) or reallocating unused
22 Office Supply funds to increase an Insurance line item. Funds may not shift
23 from a direct service line item to an administrative line item.

24 13.8.1 Consideration for an exception to the provision described
25 in Subparagraph 13.7 will be considered on a case-by-case basis and shall be
26 approved at the sole discretion of COUNTY.

27 13.9 In the event ADMINISTRATOR reduces the maximum obligation as
28 stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree

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

3 13.10 To ensure a meaningful collaboration among Contractor Partner
 4 Agencies and decision-making, no single CONTRACTOR shall have more than fifty-
 5 one percent (51%) of the total collaborative FRC budget. Exception to the
 6 fifty-one percent (51%) maximum may include:

7 13.10.1 The CONTRACTOR is a governmental and/or public agency,
 8 and/or single partner is providing more than fifty-one percent (51%) of the
 9 total collaborative services.

10 13.10.2 Any CONTRACTOR receiving more than fifty-one percent
 11 (51%) of the total FRC collaborative budget must provide a proportional share
 12 of the total FRC collaborative services (i.e., provides at least fifty-one
 13 percent (51%) of the services).

14 13.11 The annual budget for services provided pursuant to Exhibit A of
 15 this Agreement is set forth as follows:

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

1	SUBTOTAL CB SALARIES:			\$41,909
2	CB Benefits (28%) ^(3 and 5)			<u>10,556</u>
3	SUBTOTAL CB SALARIES AND BENEFITS:			\$52,465

4	<u>Human Options (HO)</u> ⁽⁶⁾			
5	Clinical Supervisor/Program Supervisor (Service 5.1)	0.05	\$41.35	\$4,250
6	Counselor (Service 5.2)	0.50	\$25.00	26,000
7	OST Leader (Service 5.7)	0.10	\$15.00	<u>3,120</u>
8	SUBTOTAL HO SALARIES:			\$33,370
9	HO Benefits (15.6%) ^(3 and 5)			<u>5,206</u>
10	SUBTOTAL HO SALARIES AND BENEFITS:			\$38,576

11	<u>Mission Hospital Regional Medical Center (MH)</u> ⁽⁶⁾			
12	Information and Referral Specialist (Service 5.6)	1.00	\$22.00	<u>\$31,824</u>
13	SUBTOTAL MH SALARIES:			\$31,824
14	MH Benefits (38 %) ^(3 and 4)			<u>12,093</u>
15	SUBTOTAL MH SALARIES AND BENEFITS:			\$43,917

16	<u>PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
17	RF CEAC (Service 6.1.4)			\$1,200
18	RF Emergency Assistance (Service 6.3)			500
19	RF TLFR Activities			1,929
20	CB Emergency Assistance (Service 6.3)			705
21	CB Direct Service Expense			100
22	HO Parent Education (Service 5.8)			7,500
23	HO Personal Empowerment Program (PEP) (Service 5.9)			<u>6,000</u>
24	SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES:			\$17,934

25	<u>ADMINISTRATIVE SERVICES AND SUPPLIES</u> ⁽⁶⁾			
26	<u>SERVICES</u>			
27	RF Independent Audit			\$900
28	<u>SUPPLIES</u>			
29	RF Childcare Supplies			600
30	RF Offices Supplies			1,000
31	RF Program Expense			1,000
32	CB Office Supplies			200
33	CB Postage			100
34	HO Program Expense			<u>300</u>

1	SUBTOTAL ADMINISTRATIVE SERVICES AND			
2	SUPPLIES:			\$4,100

3	<u>OPERATING EXPENSES</u> (6)			
---	-------------------------------	--	--	--

4	RF Insurance			\$900
5	RF Mileage (7)			2,688
6	RF Phone/DSL/Internet/Tech			10,925
7	RF Staff Training			200
8	RF Equipment Purchase/Lease/Rental			1,200
9	CB Equipment Purchase/Lease/Rental			500
10	CB Mileage (7)			800
11	CB Staff Training			100
12	HO Internet/Telephone			150
13	HO Mileage (7)			300
14	HO Staff Training			76
15	MH Alarm Monitoring			875
16	MH Facility Lease/Rental			<u>15,000</u>
17	SUBTOTAL OPERATING EXPENSES:			\$33,714

18	<u>INDIRECT COSTS</u> (6)			
----	---------------------------	--	--	--

19	RF Indirect Cost			\$156
20	CB Indirect Cost			1,979
21	HO Indirect Cost			<u>5,608</u>
22	SUBTOTAL INDIRECT COSTS:			\$7,743

23	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES,			
24	SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:			\$300,000

25	<u>DIFFERENTIAL RESPONSE (DR) PROGRAM</u> (6):			
----	--	--	--	--

26	<u>DR SALARIES</u>			
----	--------------------	--	--	--

27	CB DR Family Support Specialist (Service 5.12)	1.00	\$21.94	\$41,600
28	CB DR In-Home Family Specialist (Service 5.13)	1.00	\$21.94	41,600
29	CB DR Program Manager (Admin.)	0.041	\$44.70	3,556
30	MH DR CMT Clinical Supervisor (Service 5.11)	0.15	\$60.00	<u>5,720</u>
31	SUBTOTAL DR SALARIES:			\$92,476

32	CB DR Benefits (28%) (3 and 5)			<u>24,291</u>
33	SUBTOTAL DR SALARIES AND BENEFITS:			\$116,767

34	<u>DR PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
----	--	--	--	--

35	CB DR Direct Service Expense			\$300
36	CB DR Emergency Assistance (Service 6.3)			<u>1,000</u>
37	SUBTOTAL DR PARTICIPANTS RELATED SERVICES AND			
38	EXPENSE:			\$1,300

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DR ADMINISTRATIVE SERVICES AND SUPPLIES ⁽⁶⁾

CB DR Office Supplies				\$124
CB DR Postage				<u>200</u>
SUBTOTAL DR ADMINISTRATIVE SERVICES AND SUPPLIES:				\$324

DR OPERATING EXPENSES ⁽⁶⁾

CB DR Equipment Purchase/Lease/Maintenance				\$1,900
CB DR Mileage ⁽⁷⁾				1,200
CB DR Staff Training				<u>215</u>
SUBTOTAL DR OPERATING EXPENSES:				\$3,315

DR INDIRECT COSTS ⁽⁶⁾

CB DR Indirect Cost				<u>\$3,294</u>
SUBTOTAL INDIRECT COSTS:				\$3,294

SUBTOTAL DR SALARIES, ADMINISTRATIVE SERVICES SUPPLIES AND OPERATING EXPENSES:				\$125,000
---	--	--	--	-----------

FAMILY STABILIZATION (FS) PROGRAM: ⁽⁶⁾

FS SALARIES

CB FS Family Support Specialist (Service 5.14)	0.50	\$22.94		\$20,904
CB FS Program Manager (Admin.)	0.05	\$44.70		<u>4,648</u>
SUBTOTAL FS SALARIES:				\$25,552
CB FS Benefits (28%) ^(3 and 5)				7,154
SUBTOTAL FS SALARIES AND BENEFITS:				\$32,706

FS PARTICIPANT RELATED SERVICES AND EXPENSE

CB FS Direct Services Expenses				\$1,000
CB FS Emergency Assistance Funds (Service 6.3)				<u>8,000</u>
SUBTOTAL FS PARTICIPANTS RELATED SERVICES AND EXPENSE:				\$9,000

FS ADMINISTRATIVE SERVICES AND SUPPLIES ⁽⁶⁾

SERVICES

CB FS Program Expenses				\$1,117
------------------------	--	--	--	---------

SUPPLIES

CB FS Equipment Purchase/Lease/Maintenance				1,800
CB FS Office Supplies				<u>800</u>
SUBTOTAL FS ADMINISTRATIVE SERVICES AND SUPPLIES:				\$3,717

1 FS OPERATING EXPENSES ⁽⁶⁾

2 CB FS Mileage ⁽⁷⁾	\$1,000
3 CB FS Postage	150
4 CB FS Training	<u>200</u>
5 SUBTOTAL FS OPERATING EXPENSES:	\$1,350

6 FS INDIRECT COSTS ⁽⁶⁾

7 CB FS Indirect Cost	<u>\$4,320</u>
8 SUBTOTAL FS INDIRECT COSTS:	

9 SUBTOTAL FS SALARIES, ADMINISTRATIVE SERVICES 10 SUPPLIES AND OPERATING EXPENSES:	<u>\$51,093</u>
--	-----------------

11 Subtotal ALL FRC, DR, AND FS PROGRAMS: \$476,093

12 **MAXIMUM COUNTY OBLIGATION \$476,093**

13 ⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the
14 amount of time (stated as a percentage) the position will be providing
15 services under the terms of this Agreement. This percentage is based upon a
16 40-hour work week. For salaried employees, FTE is defined as the amount of
17 time (stated as a percentage) the position will be paid for under the terms of
18 this Agreement, regardless of the number of hours actually worked.

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

21 ⁽³⁾ Employee Benefits may include contributions to 401k or retirement
22 plans; health insurance; dental insurance; vision insurance; long-term/short-
23 term disability insurance; life and disability insurance; payroll taxes such
24 as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's
25 Compensation Tax, based on the currently prevailing rates, and vacation/sick
26 time accrual as specified in footnotes four (4) and/or five (5) below. RF's
27 overall benefit rate shall not exceed nineteen percent (19%) of actual salary
28 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

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

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

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

20 (6) Administrative costs are defined as those costs not solely related to
21 direct services to clients, supervision and program costs (e.g., executive
22 director oversight, technology services, accounting, payroll, etc.) shall be
23 held to no more than fifteen percent (15%) of total gross program costs.

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

25 14. STAFF

26 14.1 Recruitment Practices:

27 14.1.1 CONTRACTOR shall use a formal recruitment plan, which
28 complies with Federal and State employment and labor regulations. CONTRACTOR

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

3 14.1.2 The number of direct service bilingual staff shall meet
4 the needs of the community to be served.

5 14.1.3 CONTRACTOR may be required to submit employer's bilingual
6 certification criteria and/or test results.

7 14.2 CONTRACTOR shall specify the FTE percentage for each service for
8 staff that provides more than one service. The combined FTE for any
9 individual staff may not exceed a 1.0 maximum.

10 CONTRACTOR shall provide the following described staff positions:

11 14.3 Accountant/Bookkeeper (RF):

12 14.3.1 Duties: Responsible for ensuring accurate and timely
13 submittal of invoices, document expenditures for audit purposes, attend FaCT-
14 required trainings, and provide financial reports as required or requested by
15 FRC Partner Agencies and/or ADMINISTRATOR.

16 14.3.2 Qualifications: Bachelor's degree in accounting or in a
17 business or finance related field from an accredited university and two (2)
18 years of accounting experience. Proficiency in English is required.

19 14.4 Administrative Assistant (RF):

20 14.4.1 Duties: Responsible for general secretarial support to
21 Program Supervisor, collect required data from direct service staff, review
22 information for accuracy and completeness, create folders, duplicate forms,
23 audit files, and gather additional community resource information as needed.

24 14.4.2 Qualifications: High school diploma or equivalent (some
25 college coursework preferred), one (1) year of related administrative
26 experience, excellent interpersonal and customer service skills, and
27 proficient in Microsoft Word and Excel computer programs. Proficiency in
28 English is required.

1 14.5 Childcare Worker (RF):

2 14.5.1 Duties: Provide childcare activities at the FRC to
3 children of PARTICIPANTS attending FRC services, including childcare for DR
4 and FS services if applicable, ensure the health and safety of the children
5 are maintained at all times; set up and clean up designated areas; taking
6 appropriate action in the event of an emergency; report any incidents that
7 impact the health and safety of a child immediately to the FRC Coordinator;
8 report any suspected abuse and/or neglect of a child immediately to the FRC
9 Coordinator; attend all required meetings and trainings; maintain
10 confidentiality of clients; maintain a positive attitude; and work effectively
11 with parents, staff, and volunteers.

12 14.5.2 Qualifications: High school diploma or equivalent and one
13 (1) year of childcare experience, including experience working with infants;
14 ability to deal with stressful situations; and be creative and energetic.
15 Proficiency in English is required and bilingual, based on community language
16 need, is preferred.

17 14.6 Clinical Supervisor/Program Supervisor (HO):

18 14.6.1 Duties: Provide individual and group supervision, as
19 applicable; clinical supervision for counseling services; case consultation to
20 FRC staff, as needed; monitor cases; be available for crisis and clinical
21 consultation, as needed; review documents for clinical content; verify the
22 laws of confidentiality; and ensure that child and elder/dependent adult abuse
23 reporting are followed-up on every case consult. Ensure accuracy of paperwork
24 and data entered into the FaCT-approved database and attend all required
25 meetings and trainings.

26 14.6.2 Qualifications: Licensed Clinical Social Worker (LCSW),
27 Licensed Marriage and Family Therapist (MFT), or Licensed Clinical

28 ///

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

3 14.7 CMT Clinical Supervisor (MH):

4 14.7.1 Duties: Facilitate case management team group process,
5 ensure thorough assessment and linkages for families to resources, and ensure
6 team and/or staff members follow up on all mandated reporting requirements.
7 Responsibilities include, but are not limited to: verify and track attendance
8 of required FRC CMT members; ensure PARTICIPANT confidentiality/release forms
9 are signed by PARTICIPANT and FRC CMT members; review the laws of
10 confidentiality and child, elder/dependent adult abuse reporting on an annual
11 basis and ensure compliance for each case presented; ensure all FRC CMT cases
12 conferenced are multiple needs cases (i.e., not just information and
13 referral); facilitate weekly review of FRC CMT cases including a thorough
14 assessment of needs, case plan, follow up plan, and termination; provide and
15 coordinate ongoing cross-training to FRC CMT on clinical training needs;
16 ensure families are invited to the FRC CMT meetings; maintain a binder of
17 weekly case logs and registration forms for each case conferenced at FRC CMT;
18 complete standardized FRC CMT assessment tools, ensuring COUNTY required FRC
19 CMT data is accurately entered into FaCT database; and actively engage new
20 collaborative partners and/or other COUNTY agency representatives to
21 conference cases that would benefit families.

22 14.7.2 Qualifications: LCSW, MFT, or Licensed Clinical
23 Psychologist. A minimum of one (1) of group/meeting facilitation experience is
24 preferred. Proficiency in English is required.

25 14.8 Community Engagement Volunteer Coordinator (RF):

26 14.8.1 Duties: Assist in advocacy for the expansion of the FRC
27 CEAC, programs, and activities focusing on issues that affects the health,
28 well-being, and public safety of residents in the FRC community. Oversee

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

8 14.8.2 Qualifications: Option One (1): Bachelor's degree in
9 human services or related field from an accredited university; two (2) years
10 of experience working with at-risk families and the community, including one
11 (1) year supervisory experience; knowledge of public and private social
12 services agencies, community resources, including Federal and State programs;
13 capable of relating well to individuals from diverse backgrounds, cultures,
14 varied income, and education levels; and computer competency. Proficiency in
15 English is required, and bilingual, based on community language need, is
16 preferred.

17 14.8.3 Qualifications Option Two (2): A minimum of five (5)
18 years of experience working with at-risk families and the community, including
19 one (1) year supervisory experience; knowledge of public and private social
20 services agencies, community resources, including Federal and State programs;
21 capable of relating well to individuals from diverse backgrounds, cultures,
22 varied income, and education levels; and computer competency. Proficiency in
23 English is required, and bilingual, based on community language need, is
24 preferred.

25 14.9 Counselor (HO):

26 14.9.1 Duties: Provide therapy including assessment treatment
27 planning, termination summaries, progress notes, and documentation.

28 ///

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

3 14.9.2 Qualifications: Licensed clinician, Marriage and Family
4 Therapist Intern, or Masters in Social Work Intern enrolled in an accredited
5 graduate program under clinical supervision. Proficiency in English and
6 bilingual, based on community language need, is required.

7 14.10 DR CMT Clinical Supervisor (MH):

8 14.10.1 Duties: Facilitate Case Management Team group process,
9 ensure thorough assessment and linkages for families to resources, and ensure
10 team and/or staff members follow up on all mandated reporting requirements.
11 Responsibilities include, but are not limited to: verify and track attendance
12 of required FRC CMT members; ensure PARTICIPANT confidentiality/release forms
13 are signed by PARTICIPANT and FRC CMT members; review the laws of
14 confidentiality and child, elder/dependent adult abuse reporting on an annual
15 basis and ensure compliance for each case presented; ensure all FRC CMT cases
16 conferenced are multiple needs cases (i.e., not just information and
17 referral); facilitate weekly review of FRC CMT cases, including a thorough
18 assessment of needs, case plan, and termination; provide and coordinate
19 ongoing cross-training to FRC CMT on clinical training needs; ensure families
20 are invited to the FRC CMT meetings; maintain a binder of weekly case logs and
21 registration forms for each case conferenced at FRC CMT; complete standardized
22 FRC CMT assessment tools, ensuring COUNTY required FRC CMT data is accurately
23 entered into FaCT database; and actively engage new collaborative partners
24 and/or other COUNTY agency representatives to conference cases that would
25 benefit families.

26 14.10.2 Qualifications: LCSW, MFT, or Licensed Clinical
27 Psychologist. A minimum of one (1) year of group/meeting facilitation
28 experience is preferred. Proficiency in English is required.

1 14.11 DR Family Support Specialist (CB):

2 14.11.1 Duties: Provide DR Family Support Services; assess
3 PARTICIPANT's needs; provide one-on-one support; assist families in crisis to
4 access resources to meet needs; attend and participate in DR CMT meetings;
5 assist PARTICIPANTS with the completion of necessary paperwork or forms;
6 coordinate information for PARTICIPANTS referrals; ensure PARTICIPANTS are
7 able to access services; follow up with PARTICIPANTS as needed; perform home,
8 school, or other community site visits as needed; work closely with Contractor
9 Partner Agencies and SSA Social Workers; coordinate with other service
10 providers providing services to PARTICIPANTS; compile, prepare, and submit
11 data and reports as required by COUNTY; maintain records; and attend all
12 required meetings and trainings as needed.

13 14.11.2 Qualifications: Bachelor's degree in human services or
14 related field from an accredited university, knowledge of the child welfare
15 system, and two (2) years of experience working directly with families in
16 crisis and the community is preferred. Proficiency in English is required and
17 bilingual, based on community language need, is preferred.

18 14.12 DR In-Home Family Specialist (CB):

19 14.12.1 Duties: Provide DR In-Home Family Support Services,
20 parenting education, and resource brokering; coordinate with multiple service
21 providers to prevent abuse and out-of-home placement; provide DR crisis
22 intervention, including assessment and stabilization of immediate crisis and
23 resource linkages; prepare and submit data and reports as required by COUNTY;
24 and attend required meetings and training as needed.

25 14.12.2 Qualifications: Bachelor's degree (Master's degree
26 preferred) in social work or related field from an accredited university. Two
27 (2) years of experience working with children and families, possess excellent
28 verbal and written communications skills, and ability to work in a

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

3 14.13 DR Program Manager (CB):

4 14.13.1 Duties: Provide general oversight of and responsibility
5 for COUNTY/FaCT contract at designated site; supervise DR Family Support
6 Specialist, DR In-Home Family Support Specialist, and FRC projects; integrate
7 new and existing DR programs; and collaborate with FaCT staff, attend FaCT
8 committee meetings and forums, and provide local and regional DR advocacy.

9 14.13.2 Qualifications: Master's degree in Social Work or
10 related field from an accredited university; five (5) years of social service
11 experience; three (3) years minimum of supervisory experience; and a minimum
12 of two (2) years of experience in more than one child welfare service (i.e.,
13 foster care, residential care, in-home services, Wraparound services, family
14 preservation, or other child abuse prevention). Proficiency in English is
15 required.

16 14.14 Family Support Specialist (CB):

17 14.14.1 Duties: Responsible for assessing needs and assisting
18 families in crisis to access resources to meet those needs, including court
19 ordered families to facilitate family reunification; coordinate information
20 for participant referrals; participate at Case Management Team meetings;
21 follow-up on progress of families and help to alleviate barriers to accessing
22 services; case planning; compile and maintain records; prepare reports;
23 attending and presenting cases at CMT meetings; completing FaCT-approved
24 assessment tools; data entry into the FaCT-approved database; and attend all
25 required FaCT meetings and trainings.

26 14.14.2 Qualifications Option One (1): Bachelor's degree in human
27 services or related field from an accredited university; knowledge of the
28 child welfare system, and two (2) years of experience working directly with

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

3 14.14.3 Qualifications Option Two (2): A minimum of five (5)
4 years of experience working directly with families in crisis and the community
5 and knowledge of the child welfare system. Proficiency in English and
6 bilingual, based on community language need, is required.

7 14.15 Foster and Adoptive Parent Recruiter (RF):

8 14.15.1 Duties: Responsible for promoting Foster and Adoptive
9 Parent Recruitment at the FRC, outreach events, partner agency newsletters,
10 community events/workshops and other local community events, and in
11 collaboration with ADMINISTRATOR, information about the adoption process,
12 available services, community involvements and the need for foster and
13 adoptive resources for children in need of a permanent home.

14 14.15.2 Qualifications: High school diploma or equivalent, one
15 (1) year of experience working directly with families in crisis and community,
16 knowledge of local resources, excellent customer service skills, and computer
17 competency (i.e., knowledge and ability to use computers and related
18 technology). Proficiency in English is required, and bilingual based on
19 community need, is preferred.

20 14.16 FRC Coordinator (RF):

21 14.16.1 Duties: Perform a variety of administrative functions
22 including: coordinate service providers and FaCT funded staff; supervise FRC
23 staff; oversee day-to-day operation of the FRC; oversees FRC staffing
24 coverage; compile statistical and financial data for various reports;
25 facilitate community involvement in the CEAC; coordinate governance and policy
26 procedure development; coordinate staff training opportunities; prepare and
27 monitor program budget; perform outreach to community businesses and schools;
28 market FRC services within the community; initiate outreach to new partners

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

9 14.16.2 Qualifications Option One (1): Bachelor's degree (or
10 Master's degree preferred) in social work, sociology, psychology, or related
11 field from an accredited university and two (2) years of experience working
12 with at-risk families and the community; knowledge of the child welfare
13 system; capable of relating well to individuals from diverse backgrounds,
14 cultures, varied income, and education levels; supervisory experience in
15 management; ability to work successfully in a collaborative environment;
16 attention to detail; and computer competency. Proficiency in English is
17 required and bilingual, based on community language need, is preferred.

18 14.16.3 Qualifications Option Two (2): A minimum of five (5)
19 years of experience working with at-risk families and the community; knowledge
20 of the child welfare system; capable of relating well to individuals from
21 diverse backgrounds, cultures, varied income, and education levels;
22 supervisory experience; ability to work successfully in a collaborative
23 environment; attention to detail; and computer competency. Proficiency in
24 English is required and bilingual, based on community language need, is
25 preferred.

26 14.17 FS Family Support Specialist (CB)

27 14.17.1 Duties: Provide FS Family Support Services; assess
28 PARTICIPANT's needs; provide one-on-one support; assist families in crisis to

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

10 14.17.2 Qualifications: Bachelor's degree in human services or
11 related field from an accredited university, knowledge of the child welfare
12 system, and two (2) years of experience working directly with families in
13 crisis and the community. Proficiency in English is required and bilingual,
14 based on community language need, is preferred.

15 14.18 Information and Referral Specialist (MH):

16 14.18.1 Duties: Responsible for responding to walk-in, call-in,
17 and referred PARTICIPANTS seeking community resources. Assess PARTICIPANT's
18 immediate needs and make referrals to appropriate resources. Administer FaCT-
19 approved measurement tools and enter results into the FaCT database.
20 Collaborate with ADMINISTRATOR and FRC Coordinator in promoting, at community
21 events/workshops and other local community events, the need for foster and
22 adoptive resources for children in need of a permanent home.

23 14.18.2 Qualifications: High school diploma or equivalent, one
24 (1) year of experience working directly with families in crisis and community,
25 knowledge of local resources, excellent customer service skills, and computer
26 competency (i.e., knowledge and ability to use computers and related
27 technology). Proficiency in English and bilingual, based on community
28 language need, is required.

1 14.19 Operations Manager (RF):

2 14.19.1 Duties: Administer all human resource functions,
3 including administration of benefits; manage insurance renewals; maintain
4 accounts receivable and accounts payable functions; and oversee payroll.

5 14.19.2 Qualifications Option One (1): Bachelor's Degree in
6 business, management or related field from an accredited university.
7 Proficiency in English is required and bilingual, based on community language
8 need, is required.

9 14.19.3 Qualifications Option Two (2): A minimum of five (5)
10 years of experience in office management, including knowledge of Quickbooks
11 and Microsoft Office programs; attention to detail; ability to work in a
12 collaborative environment; and computer competency. Proficiency in English is
13 required, and bilingual, based on community language need, is preferred.

14 14.20 Out-of-School-Time (OST) Leader (HO):

15 14.20.1 Duties: Provide supervision and Out-of-School-Time
16 activities to children and youth based on community need, monitor attendance,
17 and ensure the health and safety of the children is maintained at all times.
18 Coordinate and communicate with FRC Coordinator, attend all required meetings,
19 administer FaCT-approved measurement tools, and enter results into the FaCT-
20 approved database.

21 14.20.2 Qualifications: High school diploma or equivalent,
22 twelve (12) units of child development or related course work, and one (1)
23 year of experience working with children is required. Proficiency in English
24 is required, and bilingual, based on community language need, is preferred.

25 14.21 Parenting Educator/Counselor (HO):

26 14.21.1 Duties: Teach Parenting Education classes and workshop
27 about child development (e.g., developmental expectations), behavior
28 management (e.g., discipline techniques), and coping skills (e.g.,

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

5 14.21.2 Qualifications: Possess a minimum of twelve (12) units
6 of college education in child development, psychology, sociology, social work,
7 or a related field; one (1) year of experience working in the human services
8 field; and trained and/or certified to provide the CONTRACTOR's chosen
9 evidence-based or evidence-informed curriculum. Proficiency in English and
10 bilingual, based on community language need is required.

11 14.22 Personal Empowerment Program Instructor/Domestic Violence Advocate
12 (HO):

13 14.22.1 Duties: Provide and instruct Personal Empowerment Program
14 (PEP) services, administer FaCT-approved pre/post measurement tools, and enter
15 results into the FaCT database.

16 14.22.2 Qualifications: PEP certified instructor shall possess a
17 minimum of two (2) years of experience working with domestic violence
18 families, forty (40) hours of Domestic Violence Prevention training, eight (8)
19 hours of Child Abuse Prevention and Reporting training, and completion of
20 Personal Empowerment Program training. A valid Domestic Violence Advocate
21 Certificate is required. Proficiency in English and bilingual, based on
22 community language need, is required.

23 14.23 Program Manager (CB):

24 14.23.1 Duties: Provide general oversight of and responsibility
25 for COUNTY/FaCT contract at designated site, supervise Family Support
26 Specialist, integrate new and existing FRC programs, collaborate with FaCT
27 staff, attend FaCT committee meetings and forums, and provide local and
28 regional FRC advocacy.

1 14.23.2 Qualifications: Master's degree in social work or related
2 field, from an accredited university; five (5) years of social service
3 experience; a minimum of three (3) years minimum of supervisory experience;
4 and a minimum of two (2) years of experience is preferred in more than one
5 child welfare service (i.e., foster care, residential care, in-home services,
6 Wraparound services, family preservation, or other child abuse prevention).
7 Proficiency in English is required.

8 14.24 Supervisor (RF):

9 14.24.1 Duties: Provide oversight and supervision of The Raise
10 Foundation staff in the Agreement; attend Steering Committee meetings, Case
11 Management (as required), and other partner related meetings as contractually
12 required; act as a liaison between FRC partners, Raise Foundation Accounting
13 Department, and FaCT to ensure the following: accurate and timely invoicing to
14 the Lead agency, accuracy of billings, and maintenance of complete and
15 accurate records of all financial and outcome measurement data.

16 14.24.2 Qualifications: Bachelor's degree in Social Work or
17 related field from an accredited university is required. Master's degree is
18 preferred. Proficiency in English is required.

19 14.25 TLFR Family Fun Activities Leader (RF):

20 14.25.1 Duties: Responsible for providing supervision and TLFR
21 Family Fun Activities to children and youth in the reunification process,
22 monitor attendance, and ensure the health and safety of the children is
23 maintained at all times. Coordinate events with the FRC Coordinator, attend
24 all required meetings, administer FaCT-approved measurement tools, and enter
25 results into the FaCT-approved database.

26 14.25.2 Qualifications Option One (1): Bachelor's Degree in
27 human services or related field from an accredited university; knowledge of
28 the child welfare system, and two (2) years of experience working directly

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

3 14.25.3 Qualifications Option One (2): A minimum of three (3)
4 years of experience working directly with families in crisis and the
5 community, and knowledge of the child welfare system. Proficiency in English
6 and bilingual, based on community language need, is required.

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///