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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
HUMAN OPTIONS, INC.  
AND  
CHILD GUIDANCE CENTER  
AND  
THE CAMBODIAN FAMILY  
AND  
THE RAISE FOUNDATION  
FOR THE PROVISION OF  
SERVICES PROMOTING SAFE AND STABLE FAMILIES  
DIFFERENTIAL RESPONSE AND FAMILY STABILIZATION

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

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.

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

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

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;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

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

2. ALTERATION OF TERMS

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

3. 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 Exhibit "A" to the Agreement between County of  
4     Orange and Minnie Street Family Resource Center (FRC), for the Provision of  
5     Services Promoting Safe and Stable Families, Differential Response (DR)  
6     Services, 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 ///

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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 subcontracts, including internal audit procedures and monitoring of



1 subcontractor's performance until completion of services.

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

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

16 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

17 7.1 Form of Business Organization:

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

22           7.1.1 The form of CONTRACTOR's business organization, i.e.,  
23 proprietorship, partnership, corporation, etc.

24           7.1.2 A detailed statement indicating the relationship of  
25 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
26 individual.

27           7.1.3 A detailed statement indicating the relationship of  
28 CONTRACTOR to any subsidiary business organization or to any individual who

1 may be providing services, supplies, material or equipment to CONTRACTOR or in  
2 any manner does business with CONTRACTOR under this Agreement.

3 7.2 Change in Form of Business Organization:

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

11 7.3 Real Property Disclosure:

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

17 7.3.1 The location by street address and city of any such real  
18 property.

19 7.3.2 The fair market value of any such real property as such  
20 value is reflected on the most recently issued County Tax Collector's tax  
21 bill.

22 7.3.3 A detailed description of all existing and pending  
23 agreements, with respect to the use or occupation of any such real property.  
24 Such description shall include, but not be limited to:

25 7.3.3.1 The term duration of any rental, lease or  
26 license agreement;

27 7.3.3.2 The amount of monetary consideration to be  
28 paid to the lessor or licensor over the term of the rental, lease or license

1 agreement;

2 7.3.3.3 The type and dollar value of any other  
3 consideration to be paid to the lessor or licensor; and

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

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

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

1 describing such changes.

2 8. NON-DISCRIMINATION

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

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

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

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

23 8.5 Non-Discrimination in Employment:

24 8.5.1 All solicitations or advertisements for employees placed  
25 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
26 receive consideration for employment without regard to race, religious creed,  
27 color, national origin, ancestry, physical disability, mental disability,  
28 medical condition, genetic information, marital status, sex, gender, gender

1 identity, gender expression, age, sexual orientation, military and veteran  
2 status or any other protected group in accordance with the requirements of all  
3 applicable Federal or State laws. Notices describing the provisions of the  
4 equal opportunity clause shall be posted in a conspicuous place for employees  
5 and job applicants.

6 8.5.2 CONTRACTOR shall refer any and all employees desirous of  
7 filing a formal discrimination complaint to:

8 California Department of Social Services

9 Public Inquiry and Response Bureau

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

11 Sacramento, CA 94244-2430

12 Telephone: (800) 952-5253

13 (800) 952-8349 (For the hard of hearing)

14 8.6 Non-Discrimination in Service Delivery:

15 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the  
16 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
17 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
18 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of  
19 the Americans with Disabilities Act of 1990; California Civil Code Section 51  
20 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,  
21 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;  
22 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,  
23 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section  
24 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption  
25 Act of 1996; and other applicable Federal and State laws, as well as their  
26 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7  
27 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal  
28 Employment Opportunity, Affirmative Action and Nondiscrimination as each may

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

9 8.6.2 CONTRACTOR shall provide any and all clients desirous of  
10 filing a formal complaint any and all information as appropriate:

11 8.6.2.1 Pamphlet: "Your Rights Under California  
12 Welfare Programs" (PUB 13)

13 8.6.2.2 Discrimination Complaint Form

14 8.6.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

26 Sacramento, CA 94244-2430

27 Federal Civil Rights Contact:

28 U.S. Department of Health and Human Services

Office of Civil Rights  
50 U.N. Plaza, Room 322  
San Francisco, CA 94102

9. NOTICES

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

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

CONTRACTOR: Minnie Street Family Resource Center  
c/o Human Options, Inc.  
1300 E. McFadden  
Santa Ana CA 92705

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

10. NOTICE OF DELAYS

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

///

11. INDEMNIFICATION

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

12. INSURANCE

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



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 SIR or deductible in an amount in excess of  
13 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by  
14 the County Executive Office (CEO)/Office of Risk Management upon review of  
15 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 12.6 If the insurance carrier does not have an A.M. Best Rating of A-  
26 /VIII, the CEO/Office of Risk Management retains the right to approve or  
27 reject a carrier after a review of the company's performance and financial  
28 ratings.

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

Coverage	Minimum Limits	Responsible Contractor Partner Agencies
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Human Options, Inc. (HO); Child Guidance Center (CGC); The Cambodian Family (TCF); and The Raise Foundation (RF)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	HO, CGC, TCF, and RF
Workers' Compensation	Statutory	HO, CGC, TCF, and RF
Employer's Liability Insurance	\$1,000,000 per occurrence	HO, CGC, TCF, and RF
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	HO, CGC, and RF
Sexual Misconduct Liability	\$1,000,000 per occurrence	HO, CGC, TCF, and RF

12.8 Required Coverage Forms:

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

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

12.9 Required Endorsements:

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

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

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

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

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

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

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

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

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

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

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

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

17       13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

18           CONTRACTOR shall report to COUNTY:

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

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

27           13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
28 property. Such report shall be submitted to COUNTY within twenty-four (24)

1 hours of occurrence.

2 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
3 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
4 under the term of this Agreement. Such report shall be submitted to COUNTY  
5 within twenty-four (24) hours of occurrence.

6 14. CONFLICT OF INTEREST

7 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
8 any actions or conditions that could result in a conflict with the best  
9 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,  
10 agents, relatives, subcontractors, and third parties associated with  
11 accomplishing the work hereunder.

12 14.2 CONTRACTOR's efforts shall include, but not be limited to,  
13 establishing precautions to prevent its employees or agents from making,  
14 receiving, providing, or offering gifts, entertainment, payments, loans, or  
15 other considerations which could be deemed to appear to influence individuals  
16 to act contrary to the best interests of COUNTY.

17 15. ANTI-PROSELYTISM PROVISION

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

22 16. SUPPLANTING GOVERNMENT FUNDS

23 CONTRACTOR shall not supplant any Federal, State or COUNTY funds  
24 intended for the purposes of this Agreement with any funds made available  
25 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY  
26 for, or apply sums received from COUNTY with respect to, that portion of its  
27 obligations which have been paid by another source of revenue. CONTRACTOR  
28 agrees that it shall not use funds received pursuant to this Agreement, either

1 directly or indirectly, as a contribution or compensation for purposes of  
2 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY  
3 program without prior written approval of ADMINISTRATOR.

4 17. EQUIPMENT

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

14 CONTRACTOR further agrees to the following:

15 17.1.1 To maintain all items of Capital Equipment in good  
16 working order and condition, normal wear and tear excepted.

17 17.1.2 To label all items of Capital Equipment, do periodic  
18 inventories as required by ADMINISTRATOR and to maintain an inventory list  
19 showing where and how the Capital Equipment is being used, in accordance with  
20 procedures developed by ADMINISTRATOR. All such lists shall be submitted to  
21 ADMINISTRATOR within ten (10) days of any request therefore.

22 17.1.3 To report in writing to ADMINISTRATOR immediately after  
23 discovery, the loss or theft of any items of Capital Equipment. For stolen  
24 items, the local law enforcement agency must be contacted and a copy of the  
25 police report submitted to ADMINISTRATOR.

26 17.1.4 To purchase a policy or policies of insurance covering  
27 loss or damage to any and all Capital Equipment purchased under this  
28 Agreement, in the amount of the full replacement value thereof, providing

1 protection against the classification of fire, extended coverage, vandalism,  
2 malicious mischief and special extended perils (all risks) covering the  
3 parties' interests as they appear.

4 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
5 requested in writing, shall require the prior written approval of  
6 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are  
7 appropriate and directly related to CONTRACTOR's service or activity under the  
8 terms of this Agreement. COUNTY may refuse reimbursement for any costs  
9 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,  
10 if prior written approval has not been obtained from ADMINISTRATOR.

11 17.3 Personal Computer Equipment:

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

20 18. BREACH SANCTIONS

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

26 18.1 Afford CONTRACTOR a time period within which to cure the breach,  
27 which period shall be established by ADMINISTRATOR; and/or

28 18.2 Discontinue reimbursement to CONTRACTOR for and during the period

1 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
2 later recovery; and/or

3 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
4 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

7 19. DESIGNATED LEAD AGENCY

8 19.1 Each of the Contractor Partner Agencies agrees that Human Options,  
9 Inc. shall serve as the designated lead agent on behalf of the CONTRACTOR,  
10 with authority to present claims to COUNTY on behalf of each of the Contractor  
11 Partner Agencies for services delivered by each of them pursuant to this  
12 Agreement. As designated lead agent, HO, shall receive the claims from each  
13 of the other Contractor Partner Agencies on a monthly basis and shall submit  
14 these claims, along with its own monthly claim, pursuant to Paragraph 20  
15 herein. Claims submitted to COUNTY by the designated lead agent shall clearly  
16 identify the services that were performed by Contractor Partner Agencies. Any  
17 and all payments to be made by COUNTY pursuant to this Agreement shall be made  
18 payable to the designated lead agent. The designated lead agent shall  
19 thereafter disburse payment as appropriate to the Contractor Partner Agencies.  
20 Each of the Contractor Partner Agencies agrees that COUNTY's disbursement of  
21 payment to the designated lead agent shall satisfy COUNTY's payment obligation  
22 under this Agreement.

23 19.2 As the designated lead agent, HO shall also be responsible for  
24 activities that include but are not limited to the following:

25 19.2.1 Oversight of FRC services;

26 19.2.2 Employment and supervision of the FRC Coordinator;

27 19.2.3 Facilitating established meetings for Contractor Partner  
28 Agencies and generating meeting minutes;



1                   19.2.4 Coordinating a minimum of weekly case management  
2 meetings;

3                   19.2.5 Collecting and maintaining complete documentation for  
4 invoices from Contractor Partner Agencies;

5                   19.2.6 Overseeing the collection, maintenance, and management of  
6 FRC data including outcome measurements from Contractor Partner Agencies;

7                   19.2.7 Generating monthly reports (i.e. Service Grids) in  
8 accordance with Paragraph 38 of this Agreement and Exhibit Paragraph 9 for  
9 submission to COUNTY;

10                  19.2.8 Reimbursing FaCT-funded Contractor Partner Agencies for  
11 FaCT-funded services rendered prior to invoicing COUNTY;

12                  19.2.9 Generating modification requests on the FRC's behalf for  
13 submission to COUNTY;

14                  19.2.10 Collecting information from Contractor Partner Agencies  
15 and generating a monthly FRC activity calendar;

16                  19.2.11 Coordinating FRC sustainability efforts referenced in  
17 Exhibit "A", Subparagraph 11 of this Agreement;

18                  19.2.12 Ensuring all Contractor Partner Agencies are current on  
19 required documentation (e.g., insurance certificates, copies of  
20 resumes/applications, independent audits);

21                  19.2.13 Ensuring all Non-FaCT Funded Partner Agencies have a  
22 current agreement with the FRC and provide copies of agreements to COUNTY upon  
23 request;

24                  19.2.14 Facilitating collaborative activities, services, and  
25 programs to ensure effective service delivery;

26                  19.2.15 Maintaining complete and accurate records of all  
27 financial and outcome measurement data for the FRC;

28                  19.2.16 Attending required FaCT meetings and mandatory trainings;

1 and

2 19.2.17 Maintaining the integrity of the FaCT database and other  
3 reports as necessary.

4 20. PAYMENTS

5 20.1 Maximum Contractual Obligation:

6 The maximum obligation of COUNTY under this Agreement shall not  
7 exceed the amount of \$2,891,395: The amount of \$578,279 for July 1, 2015  
8 through June 30, 2016; the amount of \$578,279 for July 1, 2016 through June  
9 30, 2017; the amount of \$578,279 for July 1, 2017 through June 30, 2018; the  
10 amount of \$578,279 for July 1, 2018 through June 30, 2019; and the amount of  
11 \$578,279 for July 1, 2019 through June 30, 2020 or actual allowable costs,  
12 whichever is less.

13 20.2 Allowable Costs:

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

21 20.3 Claims:

22 20.3.1 CONTRACTOR shall submit monthly claims to be received by  
23 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
24 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
25 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
26 claim the next business day. COUNTY holidays include New Year's Day, Martin  
27 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
28 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,

1 Friday after Thanksgiving, and Christmas Day.

2 20.3.2 All claims must be submitted on a form approved by  
3 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
4 source documents with the monthly claim, including, inter alia, a monthly  
5 statement of services, general ledgers, supporting journals, time sheets,  
6 invoices, canceled checks, receipts, and receiving records, some of which may  
7 be required to be copied. Source documents that CONTRACTOR must submit shall  
8 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
9 shall retain all financial records in accordance with Paragraph 25 (Records,  
10 Inspections, and Audits) of this Agreement.

11 20.3.3 Payments should be released by COUNTY within a reasonable  
12 time period of approximately thirty (30) days after receipt of a correctly  
13 completed claim form and required supporting documentation.

14 20.3.4 Year End and Final Claims:

15 20.3.4.1 CONTRACTOR shall submit a final claim for  
16 each COUNTY fiscal year, July 1 through June 30, covered under the term of  
17 this Agreement as stated in Paragraph 1, by no later than August 30<sup>th</sup> of each  
18 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> of each  
19 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not  
20 be reimbursed. ADMINISTRATOR may modify the date that which the final claim  
21 per each COUNTY fiscal year must be received, upon written notice to  
22 CONTRACTOR.

23 20.3.4.2 The basis for final settlement shall be the  
24 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or 48  
25 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to  
26 this Agreement; limited, however, to the maximum obligation of COUNTY. In the  
27 event that any overpayment has been made, COUNTY may offset the amount of the  
28 overpayment against the final payment. In the event overpayment exceeds the

1 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)  
2 business days of notice from COUNTY. Nothing herein shall be construed as  
3 limiting the remedies of COUNTY in the event an overpayment has been made.

4 21. OVERPAYMENTS

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

18 22. OUTSTANDING DEBT

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

22 23. FINAL REPORT

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

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24. INDEPENDENT AUDIT

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

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

25. RECORDS, INSPECTIONS AND AUDITS25.1 Financial Records:

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

25.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control and financial reporting standards in conformity

1 with generally accepted accounting principles established by the American  
2 Institute of Certified Public Accountants and to the satisfaction of  
3 ADMINISTRATOR.

4 25.2 Client Records:

5 25.2.1 CONTRACTOR shall prepare and maintain accurate and  
6 complete records of clients served and dates and type of services provided  
7 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

8 25.2.2 All client records related to services provided under the  
9 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
10 (5) years from the date of final payment under this Agreement or until all  
11 pending COUNTY, State and Federal audits are completed, whichever is later.  
12 Notwithstanding anything to the contrary, upon termination of this Agreement,  
13 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
14 in accordance with Subparagraph 43.2.

15 25.2.3 COUNTY may refuse payment for a claim if client records  
16 are determined by COUNTY to be incomplete or inaccurate. In the event client  
17 records are determined to be incomplete or inaccurate after payment has been  
18 made, COUNTY may treat such payment as an overpayment within the provisions of  
19 this Agreement.

20 25.3 Public Records:

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

26 25.4 Inspections and Audits:

27 25.4.1 The U.S. Department of Health and Human Services,  
28 Comptroller General of the United States, Director of CDSS, State Auditor-

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

9 25.4.2 CONTRACTOR shall make its books and financial records  
10 available within the borders of Orange County within ten (10) days of receipt  
11 of written demand by ADMINISTRATOR.

12 25.4.3 In the event CONTRACTOR does not make available its books  
13 and financial records within the borders of Orange County, CONTRACTOR agrees  
14 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
15 designee, necessary to obtain CONTRACTOR's books and financial records.

16 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
17 COUNTY's liability to the State or Federal government or any agency thereof  
18 resulting from any disallowances or other audit exceptions to the extent that  
19 such liability is attributable to CONTRACTOR's failure to perform under this  
20 Agreement.

21 25.5 Evaluation Studies:

22 25.5.1 CONTRACTOR shall participate as requested by COUNTY in  
23 research and/or evaluative studies designed to show the effectiveness and/or  
24 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
25 project.

26 26. PERSONNEL DISCLOSURE

27 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
28 all personnel providing services hereunder, including résumés and job

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

4 26.1.1 Names of all full or part-time personnel by title,  
5 including volunteer personnel, whose direct services are required to provide  
6 the programs described herein;

7 26.1.2 A brief description of the functions of each position and  
8 the hours each person works each week; or for part-time personnel, each day or  
9 month, as appropriate;

10 26.1.3 The professional degree, if applicable, and experience  
11 required for each position; and

12 26.1.4 The language skill, if applicable, for all personnel.

13 26.2 CONTRACTOR's employment applications shall require applicants to  
14 provide detailed information regarding the conviction of a crime by any court,  
15 for offenses other than minor traffic offenses. Information not disclosed in  
16 the employment application discovered subsequent to the hiring or promotion of  
17 any applicant shall be cause for termination of that employee from the  
18 performance of services under this Agreement.

19 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
20 COUNTY, criminal record background checks on all employees and/or volunteers  
21 who will provide services under this Agreement. Candidates will satisfy  
22 background checks consistent with and comparable to those required for COUNTY  
23 employees.

24 26.4 CONTRACTOR warrants that all persons employed or otherwise  
25 assigned by CONTRACTOR to provide services under this Agreement have  
26 satisfactory past work records and/or reference checks indicating their  
27 ability to perform the required duties and accept the kind of responsibility  
28 anticipated under this Agreement. CONTRACTOR shall maintain records of



1 background investigations and reference checks undertaken and coordinated by  
2 CONTRACTOR for each employee and/or volunteer assigned to provide services  
3 under this Agreement for a minimum of five (5) years from the date of final  
4 payment under this Agreement or until all pending COUNTY, State and Federal  
5 audits are completed, whichever is later, in compliance with all applicable  
6 laws.

7 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
8 arrest and/or subsequent conviction, for offenses other than minor traffic  
9 offenses, of any paid employee and/or volunteer staff performing services  
10 under this Agreement, when such information becomes known to CONTRACTOR.  
11 ADMINISTRATOR may determine whether such employee and/or volunteer may  
12 continue to provide services under this Agreement and shall provide notice of  
13 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply  
14 with ADMINISTRATOR's decision shall be deemed a material breach of this  
15 Agreement, pursuant to Paragraph 18 above.

16 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
17 staff performing work hereunder and any proposed changes in CONTRACTOR's  
18 staff.

19 26.7 COUNTY shall have the right to require CONTRACTOR to remove any  
20 employee from the performance of services under this Agreement. At the  
21 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

22 26.8 CONTRACTOR shall notify COUNTY immediately when staff is  
23 terminated for cause from working on this Agreement.

24 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to  
25 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
26 work in accordance with the terms and conditions of this Agreement.

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27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

1 (c) a certification that CONTRACTOR has fully complied with all  
2 applicable Federal and State reporting requirements regarding its  
3 employees; and

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

7 28.2 The failure of CONTRACTOR to timely submit the data or  
8 certifications required by subsections (a), (b), (c), or (d), or to comply  
9 with all Federal and State employee reporting requirements for child support  
10 enforcement or to comply with all lawfully served Wage and Earnings Assignment  
11 Orders and Notices of Assignment shall constitute a material breach of this  
12 Agreement, and failure to cure such breach within sixty (60) calendar days of  
13 notice from COUNTY shall constitute grounds for termination of this Agreement.

14 28.3 It is expressly understood that this data will be transmitted to  
15 governmental agencies charged with the establishment and enforcement of child  
16 support orders, and for no other purpose.

17 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

31. CONFIDENTIALITY

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

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

1           31.3 CONTRACTOR shall inform all of its employees, agents,  
2 subcontractors, volunteers and partners of this provision and that any person  
3 violating the provisions of said State law may be guilty of a crime.

4           31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
5 be subject to the confidentiality requirements of this Agreement.

6           31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
7 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
8 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
9 regarding Confidentiality, as it now exists or may hereafter be amended.

10           31.5.1 No access, disclosure or release of information regarding  
11 a child who is the subject of Juvenile Court proceedings shall be permitted  
12 except as authorized. If authorization is in doubt, no such information shall  
13 be released without the written approval of a Judge of the Juvenile Court.

14           31.5.2 CONTRACTOR must receive prior written approval of the  
15 Juvenile Court before allowing any child to be interviewed, photographed or  
16 recorded by any publication or organization or to appear on any radio,  
17 television or internet broadcast or make any other public appearance. Such  
18 approval shall be requested through child's Social Worker.

19       32. COPYRIGHT ACCESS

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

24       33. WAIVER

25           No delay or omission by either party hereto to exercise any right or  
26 power accruing upon any noncompliance or default by the other party with  
27 respect to any of the terms of this Agreement shall impair any such right or  
28 power or be construed to be a waiver thereof. A waiver by either of the

1 parties hereto of any of the covenants, conditions, or agreements to be  
2 performed by the other shall not be construed to be a waiver of any succeeding  
3 breach thereof or of any other covenant, condition or agreement herein  
4 contained.

5 34. PETTY CASH

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

8 35. PUBLICITY

9 35.1 Information and solicitations, prepared and released by  
10 CONTRACTOR, concerning the services provided under this Agreement shall state  
11 that the program, wholly or in part, is funded through COUNTY, State and  
12 Federal government funds.

13 35.2 CONTRACTOR shall not disclose any details in connection with this  
14 Agreement to any person or entity except as may be otherwise provided  
15 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
16 identify its services and related clients to sustain itself, COUNTY shall not  
17 inhibit CONTRACTOR from publishing its role under this Agreement within the  
18 following conditions:

19 35.2.1 CONTRACTOR shall develop all publicity material in a  
20 professional manner; and

21 35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
22 and shall not authorize another to, publish or disseminate any commercial  
23 advertisements, press releases, feature articles, or other materials using the  
24 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
25 unreasonably withhold written consent.

26 36. COUNTY RESPONSIBILITIES

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

1 37. REFERRALS

2 37.1 CONTRACTOR shall provide services to individuals referred by  
3 ADMINISTRATOR.

4 38. REPORTS

5 38.1 CONTRACTOR shall provide information deemed necessary by  
6 ADMINISTRATOR to complete any State-required reports related to the services  
7 provided under this Agreement.

8 38.2 CONTRACTOR shall maintain records and submit reports containing  
9 such data and information regarding the performance of CONTRACTOR's services,  
10 costs or other data relating to this Agreement, as may be requested by  
11 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
12 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

13 39. ENERGY EFFICIENCY STANDARDS

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

17 40. ENVIRONMENTAL PROTECTION STANDARDS

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

24 40.1 No facility to be utilized in the performance of the proposed  
25 grant has been listed on the EPA List of Violating Facilities;

26 40.2 It will notify COUNTY prior to award of the receipt of any  
27 communication from the Director, Office of Federal Activities, U.S. EPA,  
28 indicating that a facility to be utilized for the grant is under consideration

1 to be listed on the EPA List of Violating Facilities; and

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

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

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

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

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

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



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

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

13                   C. Submission of this certification and disclosure is a  
14 prerequisite for making or entering into this Agreement imposed by Section  
15 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
16 this provision or who fails to file or amend the disclosure form to be filed  
17 or amended by this provision, shall be subject to a civil penalty of not less  
18 than \$10,000, and not more than \$100,000, for each such failure.

19 42. POLITICAL ACTIVITY

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

23 43. TERMINATION PROVISIONS

24                   43.1 ADMINISTRATOR may terminate this Agreement without penalty  
25 immediately with cause or after thirty (30) days written notice without cause,  
26 unless otherwise specified. Notice shall be deemed served on the date of  
27 mailing. Cause shall be defined as any breach of contract, any  
28 misrepresentation or fraud on the part of CONTRACTOR. Exercise by

1 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
2 all further obligations under this Agreement.

3 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
4 cooperate with ADMINISTRATOR in the orderly transfer of service  
5 responsibilities, active case records, and pertinent documents.

6 43.3 The obligations of COUNTY under this Agreement are contingent upon  
7 the availability of Federal and/or State funds, as applicable, for the  
8 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
9 for the services hereunder in the budget approved by the Orange County Board  
10 of Supervisors each fiscal year this Agreement remains in effect or operation.  
11 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
12 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
13 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
14 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
15 notification of such determination. CONTRACTOR shall immediately comply with  
16 ADMINISTRATOR's decision.

17 43.4 If any provision of this Agreement or the application thereof is  
18 held invalid, the remainder of this Agreement shall not be affected thereby.

19 44. GOVERNING LAW AND VENUE

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

1           45.    SIGNATURE IN COUNTERPARTS

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

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

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

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

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

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

By: \_\_\_\_\_  
LORI M. PACK  
EXECUTIVE DIRECTOR  
CHILD GUIDANCE CENTER

By: \_\_\_\_\_  
PHALEN LIM  
EXECUTIVE DIRECTOR  
THE CAMBODIAN FAMILY

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

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

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

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

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

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

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

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: Annietta  
DEPUTY

Dated: 5/4/15

1 EXHIBIT A  
 2 TO  
 3 AGREEMENT  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 HUMAN OPTIONS, INC.  
 8 AND  
 9 CHILD GUIDANCE CENTER  
 10 AND  
 11 THE CAMBODIAN FAMILY  
 12 AND  
 13 THE RAISE FOUNDATION  
 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 birth to eighteen (0-18) years who are at risk and/or experiencing  
 22 child abuse and/or neglect; families living in poverty or economic hardships,  
 23 domestic violence, unemployment, teen pregnancy, and unhealthy parenting;  
 24 families receiving child welfare services, including families in the Family  
 25 Reunification and/or adoption process; homeless families, unaccompanied  
 26 homeless youth, and those at risk of homelessness; non-minor dependents ages  
 27 eighteen through twenty-one (18-21), who are being served by child welfare or  
 28 probation agencies and who are under the jurisdiction of the Orange County

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

4 1.2 CONTRACTOR shall provide Family Resource Center (FRC) services  
5 primarily to those PARTICIPANTS residing in the city of Santa Ana and  
6 surrounding communities.

7 1.3 CONTRACTOR shall provide Differential Response (DR) services to:  
8 PARTICIPANTS including: birth, kinship, blended, adoptive, and foster families  
9 with children birth to eighteen (0-18) years who are at risk for child abuse  
10 and/or neglect and who have been identified by Social Services Agency (SSA)  
11 Children and Family Services (CFS) Division as likely to make needed changes  
12 to improve child safety.

13 1.4 CONTRACTOR shall provide Family Stabilization (FS) services to  
14 PARTICIPANTS including California Work Opportunity and Responsibility to Kids  
15 (CalWORKs) program recipients who are experiencing an identified situation  
16 and/or crisis that is destabilizing the family and would interfere with the  
17 adult clients' ability to participate in Welfare-to-Work (WTW) activities and  
18 services.

19 1.5 CONTRACTOR shall provide DR and FS services to PARTICIPANTS  
20 residing in the following cities: Garden Grove, Santa Ana, Westminster and  
21 surrounding unincorporated areas.

22 2. PSSF & CBCAP FUNDING REQUIREMENTS

23 2.1 CONTRACTOR shall provide services/activities, as described in  
24 Paragraph 5 below, to address one (1) or more of the seven (7) Promoting Safe  
25 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,  
26 and addressing all four (4) of the PSSF service categories defined in  
27 Subparagraphs 2.3.1 through 2.3.4, below.

28 ///

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

3                   2.2.1 Children are, first and foremost, protected from abuse  
4 and neglect.

5                   2.2.2 Children are safely maintained in their own homes  
6 whenever possible and appropriate.

7                   2.2.3 Children have permanency and stability in their living  
8 situations.

9                   2.2.4 The continuity of family relationships and connections is  
10 preserved for children.

11                   2.2.5 Families have enhanced capacity to provide for their  
12 children's needs.

13                   2.2.6 Children receive appropriate services to meet educational  
14 needs.

15                   2.2.7 Children receive adequate services to meet physical and  
16 mental health needs.

17           2.3 The four (4) PSSF service categories are as follows:

18                   2.3.1 Family Preservation: Family Preservation (FP) services  
19 typically are designed to help families alleviate crises that might lead to  
20 out-of-home placement of children; maintain the safety of children in their  
21 own homes; and assist families in obtaining services and other supports  
22 necessary to address their multiple needs in a culturally responsive manner.

23                   2.3.2 Family Support: Family Support services are primarily  
24 community-based preventive activities designed to alleviate stress and promote  
25 parental competencies and behaviors that will increase the ability of families  
26 to successfully nurture their children; enable families to use other resources  
27 and opportunities available in the community; and create supportive networks  
28 to enhance child-rearing abilities of parents and help compensate for the

1 increased social isolation and vulnerability of families.

2           2.3.3 Time-Limited Family Reunification: Time-Limited Family  
3 Reunification (TLFR) are services and activities provided to a child who is  
4 removed from the child's home and placed in a foster family home or a  
5 childcare institution. These services are also for the parents or primary  
6 caregiver for the child, in order to facilitate the reunification of the child  
7 safely and appropriately during the court ordered family reunification period.  
8 TLFR services include individual, group, and family counseling; inpatient,  
9 residential, or outpatient substance abuse treatment services; mental health  
10 services; assistance to address domestic violence; temporary childcare and  
11 therapeutic services for families, including crisis nurseries; and  
12 transportation to and from any of the above services.

13           2.3.4 Adoption Promotion and Support: Adoption Promotion and  
14 Support (APS) services are designed to encourage more adoptions out of the  
15 foster care system, when adoptions promote the best interest of children,  
16 including such activities as pre- and post-adoptive services designed to  
17 expedite the adoption process and support adoptive families.

18           2.4 Unless specified otherwise, the services described below in  
19 Subparagraphs 5.1 through 5.17 addresses each of the four (4) PSSF categories  
20 described above in Subparagraphs 2.3.1 through 2.3.4.

21           2.5 Community-Based Child Abuse Prevention (CBCAP): Services shall  
22 align with the California Department of Social Services Community-Based Child  
23 Abuse Prevention (CBCAP) program which supports efforts to develop, operate,  
24 expand, enhance, and coordinate initiatives, programs and activities to  
25 prevent child abuse and neglect. In addition, CBCAP supports the coordination  
26 of resources to better strengthen and support families as well as foster  
27 understanding, appreciation and knowledge of diverse populations in order to  
28 effectively prevent and treat child abuse and neglect.



1           2.6 ADMINISTRATOR may, in its sole discretion and upon written notice  
2 to CONTRACTOR, modify: the terms or definitions, the particular type of  
3 services/activities to be provided, the time-of-day and day-of-week  
4 services/activities are to be provided, the location(s) where  
5 services/activities shall be provided, the date(s) services/activities shall  
6 begin and end, the service goal(s), measurement tools and outcome indicators,  
7 and the number of participants to be provided services/activities as described  
8 in Paragraph 5, below, without changing COUNTY'S maximum obligation as set  
9 forth in this Agreement. Any modification of services/activities shall remain  
10 within the scope of defined PSSF service categories and PSSF outcomes and  
11 shall promote community participation. CONTRACTOR shall not institute any  
12 modification without prior, written approval of ADMINISTRATOR.

13           2.7 CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload  
14 standards as set forth in this Paragraph and as authorized by COUNTY, without  
15 reducing the level of service to be provided by CONTRACTOR. This agreement  
16 must be in writing.

### 17    3.    HOURS OF OPERATION

18           3.1 CONTRACTOR shall provide services during hours that are responsive  
19 to the needs of PARTICIPANT. At a minimum, CONTRACTOR shall provide services  
20 Monday through Friday from 9:00 a.m. to 6:00 p.m., except COUNTY holidays as  
21 established by the Orange County Board of Supervisors. Weekly hours shall  
22 include a minimum of two (2) weeknights until 8:00 p.m. or one (1) weekend day  
23 for a minimum of four (4) hours to meet community needs. CONTRACTOR may off-  
24 set regular hours based on the FRC being open for services evenings and/or  
25 weekends. For example, service hours on Tuesday and Thursday may be adjusted  
26 to 11:00 a.m. to 8:00 p.m. FRC operating hours must be submitted to  
27 ADMINISTRATOR for approval. Any changes to the regular schedule must be pre-  
28 approved, in writing, by ADMINISTRATOR. FRC shall provide a phone messaging

1 system to record messages and post a sign with an emergency contact name and  
2 telephone number for PARTICIPANTS who may call or visit the FRC after hours.

3 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday  
4 schedule which is as follows: New Year's Day, Martin Luther King Day,  
5 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
6 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
7 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written  
8 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday  
9 schedule. Any unauthorized closure shall be deemed a material breach of this  
10 Agreement, pursuant to Paragraph 18, and shall not be reimbursed. CONTRACTOR  
11 is encouraged to provide contracted services on holidays, whenever possible.

12 4. FACT GENERAL REQUIREMENTS

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

14 4.1 Maintain a community facility that offers multiple programs  
15 including, but not limited to the following core services: a case management  
16 team, counseling, family support services, parenting education, domestic  
17 violence prevention and treatment (Personal Empowerment Program), out-of-  
18 school-time youth program, TLFR family fun activities, foster/adoptive parent  
19 recruitment, and information and referral services in support of achieving  
20 FaCT goals.

21 4.2 Operate as a collaborative that includes Contractor Partner  
22 Agencies, which are FaCT-Funded and a minimum of two (2) Non-FaCT Funded  
23 Partner Agency(ies) who are providing onsite services at the FRC.

24 4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of  
25 understanding or agreement specifying their commitment to provide services  
26 throughout the term of this Agreement.

27 4.4 Designate Human Options, Inc., to function as both the designated  
28 lead agency and the program management lead agency. The fiscal and program

1 management responsibilities shall include those referenced in Paragraph 19 of  
2 this Agreement.

3 4.5 Provide bilingual staff responsible for direct services that are  
4 language appropriate.

5 4.6 Provide services that are culturally responsive to the needs of  
6 the community to be served.

7 4.7 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network  
8 Administrative Services (FNAS) provider, by attending required meetings,  
9 trainings, completing data entry into FaCT database system, and engaging with  
10 the FaCT Network in activities related to the FaCT mission and vision.

11 4.8 Provide all services at the FRC. Services may also be offered in-  
12 home, at schools, and other community locations as needed as mutually agreed  
13 upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all  
14 Clinical Supervision, Family Support Services, Counseling and Case Management  
15 Team services.

16 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT  
17 Funded Partner Agency(ies) to ensure participants complete FaCT required  
18 registration, consent, sign-in forms, satisfaction surveys, and/or complete  
19 assessment tools referenced in Subparagraph 8.4 when receiving services  
20 requiring an assessment.

21 4.10 Collaborate with COUNTY staff and COUNTY'S contracted DR and FS  
22 services staff who provide services to SSA clients residing in the DR and FS  
23 Service Region as referenced in Subparagraph 1.5.

24 4.11 Collaborate with SSA DR Social Workers in engaging families in  
25 services to improve child safety and provide DR services, described in  
26 Subparagraphs 5.13 through 5.16, to clients residing in all cities within the  
27 DR Service Region as referenced in Subparagraph 1.5. For the purpose of  
28 expanding service accessibility to DR service for clients, and where possible,

1 the FRC will outstationed DR staff at other FaCT FRCs or facilities approved  
2 by ADMINISTRATOR.

3 4.11.1 DR services are appropriate when reported allegations  
4 meet statutory definitions of abuse or neglect at low to moderate risk and an  
5 initial assessment made by SSA's CFS Division determines that with targeted  
6 services a family is likely to make needed changes to improve child safety.

7 4.11.2 The County's DR primary goal is to engage a greater  
8 number of families in services within the community without bringing them into  
9 the child welfare system and, at the same time, reduce the recurrence of child  
10 abuse.

11 4.12 Collaborate with COUNTY's CalWORKs WTW FS Program workers to  
12 increase client success in program participation and provide FS services,  
13 described in Subparagraph 5.17 to clients residing in FS Service Region as  
14 referenced in Subparagraph 1.5. For the purpose of expanding service  
15 accessibility to FS service for clients, and where possible, the FRC will  
16 outstationed FS staff at other FaCT FRCs or facilities approved by  
17 ADMINISTRATOR.

18 4.12.1 FS is designed to ensure a basic level of stability  
19 within a family prior to, or concurrently with, participation in WTW  
20 activities. Regulations require that counties inform CalWORKs applicants and  
21 recipients that short-term FS services are available to assist individuals and  
22 their families who are experiencing a crisis or situation that destabilizes  
23 the family and impairs the client's ability to meet WTW participation  
24 requirements.

25 4.12.2 The goal of FS is to increase client success in the WTW  
26 program through intensive case management and the assignment of participants  
27 to additional barrier-removal services and activities.

28 ///

1        5.    SERVICES

2            Throughout this Exhibit, the Contractor Partner Agencies shall  
3 hereinafter be referred to as: Human Options, Inc. (HO), Child Guidance Center  
4 (CGC), The Cambodian Family (TCF) and The Raise Foundation (RF).

5            5.1    Clinical Supervisor (CGC):

6            5.1.1    CGC shall provide Clinical Supervision services  
7 continuously throughout the term of this Agreement to ensure the quality of  
8 CGC Counseling Services provided at the FRC.

9            5.1.2    Clinical Supervision services shall include, but are not  
10 limited to: individual and group clinical supervision for counselor(s) at the  
11 FRC, recruitment and supervision of Master's level counseling interns, case  
12 consultation, verification of laws of confidentiality, and ensuring that child  
13 and elder/dependent adult abuse reporting requirements are followed.

14            5.1.3    Clinical Supervision services shall be provided for a  
15 minimum of one (1) hour of individual and two (2) hours of group per week and  
16 shall be based on the CONTRACTOR's counseling agency supervision requirements.  
17 Clinical Supervisor will write weekly supervision notes and discuss  
18 PARTICIPANT symptoms, evaluate counselor treatment goals and interventions;  
19 assess for the presence of any high risk issues, monitor all counselor  
20 generated Child Abuse Reports and their disposition, and evaluate counselor  
21 progress toward meeting contracted service goals and productivity rates.  
22 Clinical Supervision will include: reviewing all clinical charts, overseeing  
23 PARTICIPANT's referrals, tracking counselor PARTICIPANT lists, adhering to  
24 licensed supervisor training requirements, assisting counselors with making  
25 appropriate referrals, utilizing available resources, coordinating care for  
26 multiple-need PARTICIPANTS, and ensuring counselors follow Board of Behavioral  
27 Sciences (BBS) and/or Board of Psychology (BOP) licensing requirements.  
28 Clinical Supervisor will follow through with clinical records requests and

1 ensure accuracy of services for PARTICIPANTS are entered into the FaCT  
2 Database system.

3 5.1.4 CGC shall provide qualified licensed Clinical Supervisor  
4 staff as specified in Subparagraph 14.5 of this Exhibit.

5 5.2 Clinical Supervision (HO):

6 5.2.1 HO shall provide Clinical Supervision services  
7 continuously throughout the term of this Agreement to ensure the quality of HO  
8 Counseling Services provided at the FRC.

9 5.2.2 Clinical Supervision services shall include, but are not  
10 limited to: individual and group clinical supervision for counselors at the  
11 FRC, recruitment and supervision of Master's level counseling interns, case  
12 consultation, verification of laws of confidentiality, and ensuring that child  
13 and elder/dependent adult abuse reporting requirements are followed.

14 5.2.3 Clinical Supervision services shall be provided for a  
15 minimum of two (2) hours per week and shall be based on the CONTRACTOR's  
16 counseling agency supervision requirements. Clinical Supervisor will ensure  
17 quality of counseling services at the FRC and will provide individual and  
18 group supervision for HO counselors and interns at the FRC.

19 5.2.4 HO shall provide qualified licensed Clinical Supervisor  
20 staff as specified in Subparagraph 14.6 of this Exhibit.

21 5.3 Counseling Services (CGC):

22 5.3.1 The objectives of Counseling Services are as follows:

23 5.3.1.1 Increase the availability of counseling  
24 services for appropriate non Medi-Cal clients, underinsured clients, and  
25 clients experiencing barriers to accessing mental health services;

26 5.3.1.2 Increase participant's coping skills in  
27 dealing with stress;

28 5.3.1.3 Increase access to social support systems;

1                   5.3.1.4     Facilitate linkages to appropriate and needed  
2 treatment programs (e.g., domestic violence, substance abuse, mental health,  
3 etc.);

4                   5.3.1.5     Reduce risk of violence in the home; and

5                   5.3.1.6     Improve individual and family functioning.

6                   5.3.2     CGC shall provide Crisis, Family, Group and Individual  
7 counseling services for a minimum of one hundred and four (104) unduplicated  
8 PARTICIPANTS annually. Counseling services shall include, but not be limited  
9 to; assess PARTICIPANT's needs, provide emotional support, stabilize immediate  
10 crisis, develop goals for PARTICIPANTS, address parenting issues, cycle of  
11 abuse, victimization, enhance family dynamics, and make appropriate linkages  
12 to all needed treatment programs and social support systems. The Counselor  
13 and/or designee, as approved by ADMINISTRATOR, shall attend the FRC Case  
14 Management Team (CMT) meetings.

15                   5.3.3     CGC shall provide Crisis, Family, Group, and Individual  
16 counseling services continuously throughout the term of this Agreement by  
17 appointment during FRC operating hours. CGC may also schedule evening hours  
18 at the request of PARTICIPANTS.

19                   5.3.4     CGC shall provide Crisis counseling services to a minimum  
20 of sixty-two (62) unduplicated PARTICIPANTS annually. CGC Crisis counseling  
21 sessions shall be a minimum of one (1) session per individual and a maximum of  
22 four (4) sessions, and each session shall be a minimum of fifty (50) minutes  
23 in duration. Crisis counseling services shall focus on supporting the  
24 PARTICIPANT through the immediate crisis and helping them cope with the  
25 stressful event that precipitated it. When clinically indicated, at the close  
26 of crisis intervention, sessions may be extended by referring PARTICIPANT to  
27 individual, family, or group counseling to stabilize their situation.

28                   5.3.5     CGC shall provide Family counseling services to a minimum

1 of six (6) unduplicated FAMILIES and/or caregivers annually. CGC Family  
2 counseling sessions shall be a minimum of fifty (50) minutes in duration and  
3 shall be provided to two (2) or more family members and/or caregivers  
4 concurrently with a minimum of four (4) weekly sessions and a maximum of  
5 twenty (20) weekly sessions. Family counseling PARTICIPANTS shall receive  
6 treatment services to: remediate psychological damage, alter dysfunctional  
7 communication or behaviors between family members, strengthen the  
8 PARTICIPANT's capacity to provide developmentally appropriate care and to  
9 nurture their children, and maximize their child(ren)'s ability to function  
10 academically and socially. Family counseling services include a brief  
11 psychosocial assessment and evaluation of the family and the mutual  
12 development of goal-oriented treatment plan which focuses on family needs and  
13 strengths.

14 5.3.6 CGC shall provide Group counseling services to a minimum  
15 of twelve (12) unduplicated PARTICIPANTS annually. CGC shall provide two (2)  
16 Group counseling series on a weekly basis for a minimum of six (6) sessions  
17 each series. Each session shall be ninety (90) minutes in duration. Group  
18 counseling sessions shall consist of a minimum of four (4) PARTICIPANTS.  
19 Group counseling services shall include a brief psychosocial assessment and  
20 evaluation of the individual and the mutual development of a goal-oriented  
21 group treatment plan which focuses on needs and strengths.

22 5.3.7 CGC shall provide Individual counseling services to a  
23 minimum of twenty-four (24) unduplicated PARTICIPANTS annually. CGC  
24 Individual counseling sessions shall be a minimum of fifty (50) minutes in  
25 duration with a minimum of four (4) weekly sessions and a maximum of twenty  
26 (20) weekly sessions. Individual counseling services shall include, but are  
27 not limited to: independent living skills, self-control, parenting issues,  
28 cycle of abuse, victimization, depression, anxiety, social/communication



1 skills, a brief psychosocial assessment and evaluation of the PARTICIPANT, and  
2 mutual development of a goal-oriented treatment plan focusing on PARTICIPANT's  
3 needs and strengths.

4 5.3.8 CGC shall provide qualified, bilingual licensed/license-  
5 eligible Counselor staff as specified in Subparagraph 14.8 of this Exhibit.

6 5.4 Counseling Services (HO):

7 5.4.1 The objectives of Counseling Services are as referenced  
8 in Subparagraph 5.3.1.

9 5.4.2 HO shall provide Individual, Family and Group counseling  
10 services for a minimum of fifty-four (54) unduplicated PARTICIPANTS annually.  
11 Counseling services shall include, but not be limited to: assess PARTICIPANT's  
12 needs, provide emotional support, stabilize immediate crisis, develop goals  
13 for PARTICIPANTS, address parenting issues, cycle of abuse, victimization,  
14 enhance family dynamics, and make appropriate linkages to all needed treatment  
15 programs and social support systems. The Counselor and/or designee, as  
16 approved by ADMINISTRATOR, shall attend the FRC CMT meetings.

17 5.4.3 HO shall provide Crisis, Individual and Family counseling  
18 services continuously throughout the term of this Agreement by appointment  
19 during FRC operating hours. HO may also schedule evening hours at the request  
20 of PARTICIPANTS.

21 5.4.4 HO shall provide Individual counseling for a minimum of  
22 twenty-one (21) PARTICIPANTS. HO Individual counseling sessions shall be a  
23 minimum of fifty (50) minutes in duration with a minimum of four (4) weekly  
24 sessions and a maximum of twelve (12) weekly sessions. Sessions can be  
25 extended to twenty (20) if deemed clinically appropriate. Individual  
26 counseling services shall address: an immediate crisis that is disrupting  
27 PARTICIPANTS level of functioning, identifying and breaking down barriers to  
28 community mental health services, accessing social support systems, increasing

1 PARTICIPANT's coping skills in dealing with stress, reducing risk of violence  
2 in the home, and improving individual and family functioning. Counseling  
3 sessions shall be tailored to meet the needs of each PARTICIPANT utilizing an  
4 evidence-based treatment model such as Seeking Safety and/or trauma-focused  
5 cognitive behavioral therapy (TF-CBT).

6 5.4.5 HO shall provide Family counseling for a minimum of three  
7 (3) FAMILIES. HO Family counseling sessions shall be a minimum of fifty (50)  
8 minutes in duration and shall be a minimum of four (4) weekly sessions and a  
9 maximum of twelve (12) weekly sessions. Sessions can be extended to twenty  
10 (20) if deemed clinically appropriate. Family counseling services shall  
11 address: identifying and breaking down barriers to community mental health  
12 services, accessing social support systems, increasing family's coping skills  
13 in dealing with stress, reducing risk of violence in the home, and improving  
14 family functioning.

15 5.4.6 HO shall provide Group counseling services to a minimum  
16 of thirty (30) PARTICIPANTS. HO shall provide a minimum of three (3) Group  
17 counseling series for a minimum of six (6) sessions each series. Each session  
18 shall be ninety (90) minutes in duration. Group sessions shall focus on  
19 specific topics based on community input and will utilize evidence-based or  
20 evidence-informed modalities that apply to the community needs.

21 5.4.7 HO shall provide a qualified, bilingual licensed/license-  
22 eligible Counselor staff as specified in Subparagraph 14.9 of this Exhibit.

23 5.5 Family Support Services (HO and TCF):

- 24 5.5.1 The objectives of Family Support Services are as follows:
- 25 5.5.1.1 Increase families' follow-through with  
26 service providers.
  - 27 5.5.1.2 Increase access to resources.
  - 28 5.5.1.3 Increase effective coordination of services

1 among providers.

2 5.5.1.4 Assist in accessing resources so families may  
3 achieve economic self-sufficiency.

4 5.5.2 HO and TCF shall jointly provide Family Support Services.  
5 HO and TCF shall each provide services for a minimum of fifty (50)  
6 unduplicated FAMILIES for a total minimum of one hundred (100) unduplicated  
7 FAMILIES annually. Family Support Services are those services employing a  
8 case manager (e.g., Family Support Specialist) responsible for assessing the  
9 strengths and meeting the multiple needs of a FAMILY; arranging, monitoring,  
10 evaluating, and advocating for multiple services for families; referring  
11 PARTICIPANTS to resources and opportunities; empowering PARTICIPANTS to access  
12 community resources; and strengthening problem solving skills.

13 5.5.3 HO and TCF shall jointly provide Family Support Services  
14 continuously throughout the term of this Agreement during FRC operating hours  
15 or at dates and times convenient for PARTICIPANTS. HO and TCF shall provide  
16 Family Support Services for a minimum of thirty (30) days for each  
17 PARTICIPANT.

18 5.5.4 HO and TCF shall jointly primarily provide Family Support  
19 Services in family's home, at the FRC, or at other community locations as  
20 needed with advance written approval by ADMINISTRATOR.

21 5.5.5 HO and TCF shall each provide qualified, bilingual Family  
22 Support Specialist staff as specified in Subparagraph 14.13 and of this  
23 Exhibit.

24 5.6 Foster and Adoptive Parent Recruitment (HO):

25 5.6.1 The objective of Foster and Adoptive Parent Recruitment  
26 services is to increase foster/adoptive awareness to prospective caregivers.

27 5.6.2 HO shall help promote, in collaboration with  
28 ADMINISTRATOR, the need for foster and adoptive resources for children in need

1 of a permanent home. Promotional activities may include, but are not limited  
2 to: displaying media or printed material at the FRC, promotion at community  
3 events/workshops, and distribution of flyers and other marketing materials to  
4 local community residents.

5 5.6.3 HO's Foster and Adoptive Parent Recruiter shall attend  
6 five (5) community resource fairs, one (1) Blue Ribbon event, and three (3)  
7 community meetings annually to help promote the need for foster and adoptive  
8 resources.

9 5.6.4 Foster and Adoptive Parent Recruitment services shall be  
10 offered continuously throughout the term of this Agreement. Foster and  
11 Adoptive Parent Recruitment shall be offered at the FRC and other community  
12 locations as needed and approved by ADMINISTRATOR.

13 5.6.5 HO's Foster and Adoptive Parent Recruitment Services  
14 shall address only the following PSSF service category: APS.

15 5.6.6 HO shall provide qualified Foster and Adoptive Parent  
16 Recruiter staff (e.g., FRC Coordinator) to provide this service as specified  
17 in Subparagraph 14.14 of this Exhibit

18 5.7 FRC Case Management Team (CGC):

19 5.7.1 The objectives of FRC CMT services are as follows:

20 5.7.1.1 Increase collaboration among Contractor  
21 Partner Agencies to effectively coordinate services.

22 5.7.1.2 Improve resource linkages.

23 5.7.1.3 Improve individual and family functioning.

24 5.7.1.4 Decrease duplication of services.

25 5.7.1.5 Build the capacity of communities and FRC to  
26 address the needs of children and families.

27 5.7.2 The FRC CMT consists of an integrated multidisciplinary  
28 team comprised of three (3) or more persons trained and qualified to provide

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

13 5.7.3 CGC in coordination with Contractor Partner Agencies  
14 shall jointly provide FRC CMT services for a minimum of ninety (90)  
15 unduplicated FAMILIES annually. FRC CMT services include, but are not limited  
16 to: identifying the educational, health, or social service needs of a child  
17 and child's family; developing a plan to address these multiple needs; weekly  
18 reviews; team assessment; arranging and coordinating appropriate services;  
19 monitoring effectiveness of services; and evaluating the outcome of services.  
20 FRC CMT services shall include, but not be limited to, the following  
21 components:

22 5.7.3.1 Assessment: The FRC CMT Clinical Supervisor,  
23 based on input from the CMT, shall complete an assessment of PARTICIPANTS'  
24 strengths and needs and community resources available to PARTICIPANT.

25 5.7.3.2 Individualized Treatment Plan: On the basis  
26 of the assessment in 5.7.3.1, the FRC CMT shall jointly develop an  
27 individualized treatment plan with the PARTICIPANT that identifies priorities,  
28 desired outcomes, the strategies and resources to be used in attaining the

1 outcomes, follow up, and termination.

2 5.7.3.3 Reassessment: The FRC CMT Clinical  
3 Supervisor and CMT shall jointly reassess the PARTICIPANT's status, with input  
4 from Contractor Partner Agencies, in a weekly clinical review of cases. FRC  
5 CMT meetings shall provide weekly evaluations and assessment for PARTICIPANTS.

6 5.7.3.4 Termination: The FRC CMT Clinical Supervisor  
7 and CMT shall jointly terminate the case from the CMT when the desired  
8 outcomes have been attained, the PARTICIPANT is non-compliant, or the  
9 PARTICIPANT withdraws.

10 5.7.4 CGC in coordination with Contractor Partner Agencies  
11 shall provide FRC CMT services during FRC operating hours continuously  
12 throughout the term of this Agreement. FRC CMT meetings shall be scheduled a  
13 minimum of one (1) day per week for a minimum of one (1) hour in duration.  
14 CGC's Clinical Supervisor shall facilitate FRC CMT meetings. FRC CMT cases  
15 will be reviewed on a priority basis, beginning with imminent crisis/threats,  
16 followed by chronic crisis/threats and multiple problem situations. Crisis  
17 intervention plans will collaboratively be made for high risk PARTICIPANTS  
18 presented at FRC CMT meetings, including referrals to more intensive treatment  
19 services.

20 5.7.5 CGC shall complete the FRC CMT Tracking and Outcomes Log  
21 and the required forms referenced in Subparagraph 4.8.

22 5.7.6 CGC shall provide qualified FRC CMT Clinical Supervisor  
23 staff as specified in Subparagraph 14.14 of this Exhibit to facilitate FRC CMT  
24 meetings.

25 5.8 Information and Referral Services (RF):

26 5.8.1 The objective of Information and Referral Services is to  
27 increase access to community resources for families in need.

28 5.8.2 RF shall provide Information and Referral Services for a

1 minimum of two thousand (2,000) unduplicated PARTICIPANTS annually. Services  
 2 shall include an assessment of need and referral services including, but not  
 3 limited to the following: emergency housing, emergency food, family  
 4 counseling, childcare, substance abuse counseling and treatment, parenting  
 5 education, utility assistance, health and mental health treatment, education  
 6 and job training, legal aid, youth academic and recreation services, and other  
 7 services based on client needs. Information and Referral Specialist shall  
 8 collaborate with other County and local community resource services providers  
 9 by receiving and referring clients, which may include, but not limited to, 2-  
 10 1-1 Orange County, Help Me Grow, etc. The Information and Referral Specialist  
 11 shall help identify and encourage PARTICIPANTS become active in volunteer and  
 12 leadership positions at the FRC including, but not limited to: membership in  
 13 the CEAC, participation in FRC community projects, and connecting interested  
 14 PARTICIPANTS to the Community Engagement Volunteer Coordinator for ongoing  
 15 volunteer and leadership opportunities.

16 5.8.3 Information and Referral Specialist shall be stationed at  
 17 the FRC reception area as the first point of contact for walk-in and  
 18 telephone/email inquiries during FRC operating hours. Information and  
 19 Referral Services shall be offered during FRC operating hours.

20 5.8.4 RF shall provide qualified, bilingual Information and  
 21 Referral Specialist staff as specified in Subparagraph 14.18 of this Exhibit.

22 5.9 Out-of-School-Time Youth Program (HO):

23 5.9.1 The objectives of Out-of-School Time (OST) Youth Program  
 24 are as follows:

25 5.9.1.1 Increase social connection amongst peers.

26 5.9.1.2 Provide a safe place for school-aged  
 27 children.

28 5.9.1.3 Increase enrichment opportunities to enhance

1 academic achievement and healthy social behavior.

2 5.9.2 HO's OST Youth Program Leader shall provide OST Youth  
3 Program Services for a minimum of forty (40) unduplicated PARTICIPANTS  
4 annually. HO's OST Youth Programs will provide PARTICIPANTS with a safe and  
5 nurturing place during after school and non-school hours.

6 5.9.3 HO shall provide a minimum of two (2) Child Empowerment  
7 group series on a weekly basis for a minimum of six (6) sessions in each  
8 series to middle and high school students during each academic year throughout  
9 the term of this Agreement. Each Child Empowerment group session shall be a  
10 minimum of ninety (90) minutes in duration and conducted after school hours.  
11 The goals of the group include: improving self-confidence; social skills;  
12 family communication; problem-solving; and personal safety through various  
13 mediums including discussion, activities, and artwork that is shared in the  
14 group.

15 5.9.4 HO shall provide a minimum of two (2) Safe Dates group  
16 series on a weekly basis for a minimum of six (6) sessions in each series to  
17 middle and high school students during each academic year throughout the term  
18 of this Agreement. Each Safe Dates group session shall be a minimum of ninety  
19 (90) minutes in duration and conducted after school hours. The groups will  
20 focus on developing healthy relationships.

21 5.9.5 HO shall provide qualified OST Youth Program Leader staff  
22 as specified in Subparagraph 14.20 of this Exhibit.

23 5.10 Parenting Education (HO):

24 5.10.1 The objectives for Parenting Education are as follows:

25 5.10.1.1 Increase social support.

26 5.10.1.2 Enhance coping skills.

27 5.10.1.3 Improve knowledge of child development.

28 5.10.1.4 Improve knowledge of appropriate and



1 effective discipline.

2 5.10.2 HO shall utilize only an evidence-based or evidence-  
3 informed Parenting Education curriculum (e.g., Incredible Years and Triple P  
4 [Positive Parenting Program]). Parenting Education topics may include child  
5 development (e.g., developmental expectations), behavior management (e.g.,  
6 discipline techniques), and coping skills (e.g., communication and stress  
7 management). As applicable, parenting education emphasis shall be placed on  
8 the prevention of recurrence of child abuse and/or shall address attachment,  
9 bonding, and traumatic loss issues.

10 5.10.3 HO shall provide Parenting Education services to a  
11 minimum of sixty (60) unduplicated PARTICIPANTS annually. HO shall provide a  
12 minimum of four (4) Parenting Education series comprised of six (6) weekly  
13 classes. Each class session shall be a minimum of ninety (90) minutes in  
14 duration. HO shall provide Parenting Education services during the term of  
15 this Agreement at dates and times convenient for PARTICIPANTS.

16 5.10.4 HO shall ensure completion of required paperwork when  
17 providing parenting education to PARTICIPANTS receiving child welfare  
18 services, including, but not limited to, verification of attendance, issuance  
19 of certificates of completion, and verbal and/or written reports to COUNTY  
20 Social Workers.

21 5.10.5 HO shall provide qualified, bilingual Parent Educator  
22 staff (i.e., Counselor) as specified in Subparagraph 14.21 of this Exhibit.

23 5.11 Personal Empowerment Program (Certified Domestic Violence  
24 Prevention and Treatment Education Program) - General and TLFR Participants  
25 (HO):

26 5.11.1 The objectives of Personal Empowerment Program (PEP) are  
27 as follows:

28 5.11.1.1 Increase victim's awareness of the threat of

1 domestic violence and its short/long term effects.

2 5.11.1.2 Develop or enhance safety plan for domestic  
3 violence victims.

4 5.11.1.3 Increase victim's understanding of the  
5 effects domestic violence has on children.

6 5.11.1.4 Increase victim's awareness on the various  
7 types of abuse.

8 5.11.1.5 Promote safety and permanency in homes and  
9 communities through prevention efforts aimed at child abuse and domestic  
10 violence.

11 5.11.2 PEP services shall be comprised of a ten (10) week  
12 educational support program designed to help victims break the cycle of  
13 domestic violence through education on the dynamics of domestic violence,  
14 effect, of violence on victims and their children, and to help victims protect  
15 children who live in domestic violence homes. Topics shall include, but not  
16 be limited to: safety planning, boundaries, anger management, legal aspects of  
17 domestic violence, working through denial, and maintaining healthy  
18 relationships. Services shall target the general community as well as  
19 COUNTY's TLFR population.

20 5.11.3 HO shall provide PEP services for a minimum of forty (40)  
21 unduplicated PARTICIPANTS annually.

22 5.11.4 HO shall provide a minimum of four (4) PEP group series  
23 annually during the term of this Agreement. Each group session shall be a  
24 minimum of two (2) hours in duration. HO shall provide Personal Empowerment  
25 Program services at dates and times convenient for PARTICIPANTS.

26 5.11.5 When providing PEP services to COUNTY's TLFR population,  
27 HO shall also be required to include, but not be limited to, verification of  
28 attendance, issuance of certificates of completion, and verbal and/or written

1 reports to COUNTY Social Workers.

2 5.11.6 HO shall provide qualified, bilingual PEP Instructor  
3 staff (e.g., Counselor) as specified in Subparagraph 14.22 of this Exhibit.  
4 During the entire term of this Agreement, PEP providers must be approved by  
5 the PEP Program Collaborative of Orange County.

6 5.12 TLFR Family Fun Activities (RF):

7 5.12.1 The objectives of TLFR Family Fun Activities are as  
8 follows:

9 5.12.1.1 Increase parent-child bonding.

10 5.12.1.2 Provide a safe and enriching interactive  
11 environment for TLFR families.

12 5.12.2 In addition to PARTICIPANTS referenced in Paragraph 1,  
13 TLFR Family Fun Activities may also include children that are removed from  
14 their home and placed in a foster family home or a childcare institution, and  
15 parents or primary caregiver of such a child, in order to facilitate the  
16 reunification of the child, safely and appropriately.

17 5.12.3 RF shall provide TLFR Family Fun Activities services for  
18 a minimum of ten (10) unduplicated FAMILIES annually. TLFR Family Fun  
19 Activities shall include supervised and organized activities and events for  
20 children of parents and/or caregivers in the reunification process.  
21 Activities can include arts and cultural enrichment, education, and recreation  
22 to promote healthy parent-child bonding, quality time, and communication. In  
23 the event a parent is participating in monitored/supervised visitation while  
24 simultaneously participating in a Family Fun Activity, the SSA approved  
25 monitor or supervised visitation specialist must be present during the entire  
26 length of the Family Fun Activity.

27 5.12.4 RF shall utilize the Family Systems Theory to address  
28 family cohesion (e.g., togetherness), family adaptability (e.g., the ability

1 to cope with change), and family communication. TLFR Family Fun Activities  
2 services shall include free gifts provided to families through the RIM Project  
3 For Caring For Kids Program (e.g., food boxes, bedding items, kitchen items,  
4 and other basic needs items).

5 5.12.5 RF shall provide a minimum of three (3) TLFR Family Fun  
6 Activities (events) annually. Events shall occur in the evening hours and be  
7 a minimum of two (2) hours in duration or on weekends and be a minimum of  
8 three (3) hours in duration.

9 5.12.6 RF's TLFR Family Fun Activities services shall address  
10 only the following PSSF category: TLFR.

11 5.12.7 RF shall provide a qualified, in-kind, TLFR Family Fun  
12 Activities Leader staff as referenced in Subparagraph 14.26 of this Exhibit.

13 5.13 DR Case Management Team (CGC):

14 5.13.1 The objectives of DR CMT services are as follows:

15 5.13.1.1 Increase collaboration among Contractor  
16 Partner Agencies on a weekly basis to effectively coordinate DR services.

17 5.13.1.2 Improve resource linkages for DR families.

18 5.13.1.3 Improve individual and family functioning for  
19 DR families.

20 5.13.1.4 Decrease duplication of DR services.

21 5.13.2 The DR CMT, which can be combined with FRC CMT, consists  
22 of an integrated multidisciplinary team comprised of three (3) or more persons  
23 trained and knowledgeable in providing DR CMT services. The DR CMT is  
24 responsible for identifying the educational, health, or social service needs  
25 of a child and child's family; and for developing a plan to address these  
26 multiple needs as identified in WIC section 18986.40. Participants of the DR  
27 CMT shall include Contractor Partner Agencies and Non-FaCT Funded Partner  
28 Agency(ies) representatives that would benefit the family. In addition to the

1 participation of the Contractor Partner Agencies, local Miscellaneous Order  
2 Number 534.3 specifies that multidisciplinary services team composition  
3 include at least two (2) members from the following: Orange County Probation  
4 Department; Orange County Health Care Agency; Orange County Department of  
5 Education; Regional Center of Orange County; North Orange County Regional  
6 Occupational Program; and Orange County SSA.

7 5.13.3 CGC shall coordinate with Contractor Partner Agencies to  
8 provide DR CMT services for families who have been referred for DR services by  
9 SSA. Families referred were reported to SSA with allegations that meet  
10 statutory definitions of child abuse or neglect at low to moderate risk and  
11 have been assessed as likely to make needed changes to improve child safety if  
12 provided targeted services.

13 5.13.4 CGC in coordination with Contractor Partner Agencies  
14 shall jointly provide DR CMT services for a minimum of seventy-five (75)  
15 unduplicated FAMILIES annually.

16 5.13.5 CGC in coordination with Contractor Partner Agencies  
17 shall jointly provide DR CMT services continuously throughout the term of this  
18 Agreement. DR CMT meetings shall be scheduled a minimum of one (1) day per  
19 week for a minimum of one (1) hour in duration. If the DR CMT meeting is  
20 combined with the FRC CMT meeting, the minimum combined duration of the  
21 meeting shall be no less than two (2) hours. The DR CMT Clinical Supervisor  
22 shall facilitate DR CMT meetings.

23 5.13.6 CGC and FRC Partners shall jointly provide DR CMT  
24 services at the FRC or other mutually agreed upon location.

25 5.13.7 CGC shall complete the DR CMT Tracking and Outcomes Log  
26 as well as the required forms referenced in Subparagraph 4.8

27 5.13.8 CGC and FRC Partners shall address the following PSSF  
28 service categories: FP.

1           5.13.9 CGC shall provide qualified DR CMT Clinical Supervisor  
2 staff as specified in Subparagraph 14.10 of this Exhibit.

3           5.14 DR CMT Clinical Supervision (CGC):

4           5.14.1 The objective of DR CMT Clinical Supervision is to ensure  
5 the quality of DR CMT services at the FRC.

6           5.14.2 CGC shall provide DR CMT Clinical Supervision services  
7 which shall include, but are not limited to: oversight and clinical  
8 supervision for DR CMT meetings at the FRC, case consultation, verification of  
9 laws of confidentiality, and ensuring that child and elder/dependent adult  
10 abuse reporting requirements are followed.

11           5.14.3 CGC shall provide qualified licensed DR CMT Clinical  
12 Supervisor staff as specified in Subparagraph 14.10 of this Exhibit.

13           5.15 DR Family Support Services (H0):

14           5.15.1 The objectives of DR Family Support Services are as  
15 follows:

16                   5.15.1.1 Maintain children safely in the home.

17                   5.15.1.2 Reduce entry into the child welfare system.

18                   5.15.1.3 Support families in crisis.

19                   5.15.1.4 Work with SSA DR Social Workers and families  
20 in identifying resources which will protect children and preserve the family.

21           5.15.2 H0 shall provide Differential Response (DR) Family  
22 Support Services for a minimum of seventy-five (75) unduplicated FAMILIES  
23 annually. DR Family Support Services are those services employing a case  
24 manager (e.g., Family Support Specialist) responsible for assessing the  
25 strengths and meeting the multiple needs of a PARTICIPANT and family;  
26 arranging, coordinating, monitoring, evaluating, and advocating for multiple  
27 services for families. Services shall focus on a family centered approach to  
28 maintain children safely in the home, reduce entry into the child welfare

1 system, serve as a support to families while in crisis, and provide assistance  
2 to PARTICIPANTS in accessing community resources.

3 5.15.3 HO shall provide DR Family Support Services continuously  
4 throughout the term of this Agreement during FRC operating hours. HO shall  
5 provide DR Family Support Services for a minimum of thirty (30) days per  
6 family.

7 5.15.4 HO shall primarily provide Differential Response Family  
8 Advocacy services in family's home, at the FRC, or at other community  
9 locations as needed with advance written approval by ADMINISTRATOR.

10 5.15.5 HO's DR Family Support Services shall address the  
11 following PSSF service category: FP.

12 5.15.6 HO shall provide qualified DR Family Support Specialist  
13 staff as specified in Subparagraph 14.11 of this Exhibit.

14 5.16 DR In-Home Family Support (HO):

15 5.16.1 The objectives of DR In-Home Family Support Services are  
16 as follows:

17 5.16.1.1 Address positive parenting skills,  
18 discipline, child development, and child health and safety.

19 5.16.1.2 Assess family needs, stabilize immediate  
20 crisis, increase coping skills and family cohesiveness, reduce exposure to  
21 violence, and improve communication skills.

22 5.16.1.3 Coordinate resources and multiple service  
23 providers to help prevent abuse and out-of-home placement.

24 5.16.2 HO shall provide DR In-Home Family Support Services for a  
25 minimum of sixty (60) unduplicated FAMILIES annually. DR In-Home Family  
26 Support Services shall address positive parenting skills, discipline, child  
27 development, and child health and safety, and shall assess family needs,  
28 stabilize immediate crisis, increase coping skills, family cohesiveness,

1 reduce exposure to violence, and improve communication skills.

2 5.16.3 HO shall provide a minimum of four (4) weeks and maximum  
3 of six (6) weeks of DR In-Home Family Support Services per family. DR In-Home  
4 Family Support services shall be provided continuously throughout the term of  
5 this Agreement during FRC operating hours.

6 5.16.4 HO shall primarily provide DR In-Home Family Support  
7 services in family's home, at the FRC, or at other community locations as  
8 needed with advance written approval by ADMINISTRATOR.

9 5.16.5 HO shall provide qualified DR In-Home Family Specialist  
10 staff as specified in Subparagraph 14.12 of this Exhibit.

11 5.17 FS Family Support Services (HO):

12 5.17.1 HO shall provide FS Family Support Services to the  
13 following: individuals and their families who are participating in the  
14 California Work Opportunity and Responsibility to Kids (CalWORKs) FS Program  
15 and are experiencing a crisis or situation that destabilizes the family and  
16 impairs the Welfare-to-Work (WTW) client's ability to meet WTW participation  
17 requirements.

18 5.17.2 HO shall provide FS Family Support Services for a minimum  
19 of fifty (50) unduplicated FAMILIES annually. FS Family Support Services  
20 shall focus on a family centered approach to address crisis issues causing  
21 barriers to WTW participation activities, serve as a support to families while  
22 in crisis, and provide assistance to families in accessing community  
23 resources.

24 5.17.3 HO shall provide FS Family Support Services continuously  
25 throughout the term of this Agreement during FRC operating hours or at dates  
26 and times convenient for PARTICIPANTS. HO shall provide FS Family Support  
27 Services for a minimum of thirty (30) days.

28 5.17.4 HO shall provide qualified FS Family Support Specialist



1 staff as specified in Subparagraph 14.17 of this Exhibit.

2 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

3 6.1 In addition to providing the services described in Paragraph 5 of  
4 this Exhibit A, CONTRACTOR agrees to:

5 6.1.1 Provide ADMINISTRATOR a bi-annual detailed marketing plan  
6 for each contracted service, and revise, if necessary, as requested by  
7 ADMINISTRATOR.

8 6.1.2 Actively engage the community including local residents,  
9 faith-based groups, businesses, public and private organizations, civic  
10 groups, and others in the planning and implementation of services that promote  
11 the well-being, safety, and permanency of children, families and communities.

12 6.1.3 Develop and maintain a Governance Structure document  
13 outlining resource sharing, accountability, decision-making strategies, and a  
14 conflict resolution plan. The Governance Structure shall include, but not be  
15 limited to, the addition and/or deletion of any Contractor Partner  
16 Agency(ies), change of designated lead agent, ongoing community input and  
17 involvement, principles of collaboration, and voting quorum (including what  
18 constitutes a quorum).

19 6.1.4 Develop a Community Engagement Advisory Committee (CEAC)  
20 that shall meet a minimum of quarterly during the term of this Agreement.  
21 CEAC shall develop and advance a community agenda to affect community level  
22 change. The FRC will maintain a roster and a copy of minutes for all CEAC  
23 meetings. The composition of CONTRACTOR's CEAC shall vary, depending on the  
24 specific goals of, and the services to be provided by the FRC. The CEAC shall  
25 consist of community members such as parents, youths, teachers, school  
26 community liaisons, businesses professionals, religious community leaders, law  
27 enforcement, human and health service professionals, and city representatives.  
28 On an annual basis, CEAC shall assess, survey, and identify community

1 strengths and needs to advocate for FRC services to meet community need on an  
2 annual basis; develop parent and youth leadership; and engage business  
3 community to provide tangible support and leadership. CEAC shall enlist broad  
4 community support and advocacy for the FRC by fundraising for the FRC and  
5 hosting events. A minimum of one thousand dollars (\$1,000) shall be allocated  
6 to the CEAC within the FRC budget for the purposes of its members to use for  
7 planning events, and other activities as deemed necessary by the CEAC  
8 committee. RF shall provide a qualified Community Engagement Volunteer  
9 Coordinator staff as specified in Subparagraph 14.7 of this Exhibit.

10 6.1.5 Follow procedures provided by Administrator for reporting  
11 any special incidents that occur during CONTRACTOR's performance of duties  
12 under this Agreement, involving CONTRACTOR's staff, participants, and/or  
13 property.

14 6.2 HO shall provide a minimum of two-hundred (200) hours annually to  
15 childcare services at the FRC to children of parents attending FRC programs  
16 during FRC operating hours, continuously throughout the term of this  
17 Agreement, at dates and times convenient for PARTICIPANTS. Allowable costs  
18 include direct childcare services and purchases of cleaning supplies, snacks  
19 directly related to childcare services, activities, age appropriate toys,  
20 crafts, and games. Childcare services shall be reimbursed based on actual  
21 hours worked. HO shall provide qualified Childcare Worker staff as specified  
22 in Subparagraph 14.4 of this Exhibit.

23 6.3 CONTRACTOR shall use Emergency Assistance Funds to meet the basic  
24 needs of clients in support of services as described herein. Allowable costs  
25 include emergency food, emergency clothing, diapers, medicine, bus tickets to  
26 access services, safety items, one-time rent payment assistance, and one-time  
27 utility payment assistance. Other allowable costs are to be approved in  
28 advance and in writing by ADMINISTRATOR. All purchases from Emergency

1 Assistance Funds in excess of one hundred (\$100) dollars per client must be  
2 requested in advance and in writing for approval by ADMINISTRATOR. CONTRACTOR  
3 shall research available community resource options prior to approving  
4 expenditures.

5 7. FACILITIES

6 Administrative services under this Agreement shall be provided at:

7 Minnie Street Family Resource Center

8 c/o Human Options, Inc.

9 1300 E. McFadden, Room 13

10 Santa Ana, CA 92705

11 And

12 P.O. Box 53745

13 Irvine, CA 92619

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

17 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

18 8.1 CONTRACTOR shall electronically track the type and amount of  
19 services provided to each PARTICIPANT by Contractor Partner Agencies and a  
20 minimum of two (2) required Non-FaCT Funded Partner Agencies. The FRC  
21 Designated Lead Agency shall maintain data that includes the types and amounts  
22 of services provided to each PARTICIPANT, assessment data, key demographic  
23 items including, but not limited to: family identifier, family member  
24 identifier, ethnicity, date of birth, sex, referral reason(s), services  
25 recommended, services provided, date service delivery begins, date service  
26 delivery ends, status indicators [e.g., previous abuse reports, existing  
27 health problems], and primary language spoken as determined by ADMINISTRATOR.

28 8.2 FaCT utilizes a model developed by the Center for the Study of

1 Social Policy called “Strengthening Families” to frame outcomes and evaluation  
2 data. This model, which has been identified as preventing child abuse and  
3 neglect identifies the following five (5) protective factors.

4 8.2.1 Provide concrete support in times of need,

5 8.2.2 Increase parental resilience,

6 8.2.3 Increase knowledge of parenting and child development,

7 8.2.4 Support the social and emotional competence of children,

8 and

9 8.2.5 Build parents’ social connections.

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

19 8.3 FRC direct services staff (e.g., Information and Resource  
20 Specialist, Family Support Specialist, etc.) shall be responsible for entering  
21 client service and outcome data for FaCT funded and a minimum of two (2)  
22 required non-FaCT funded services into the FaCT data system. These include,  
23 but are not limited to, the following:

24 8.3.1 FRC CMT Clinical Supervisor or designee, shall  
25 administer, collect, and enter the FRC CMT tracking and assessment tool;

26 8.3.2 Family Support Specialist shall administer, collect, and  
27 enter the Family Development Matrix Tool(s);

28 8.3.3 Parenting Educator shall administer, collect, and enter

1 the Parenting Education Survey:

2 8.3.4 OST Leader shall administer, collect, and enter FaCT  
3 Measurement tools; and,

4 8.3.5 Direct service staff shall enter specific data collection  
5 information and complete standardized assessment forms, FaCT Registration  
6 Form, attendance sheets, and other documents required by ADMINISTRATOR.

7 8.4 In addition to the FaCT Registration form and/or FaCT Large Group  
8 Tracking form, the following assessment tool(s) required for each core service  
9 includes:

10 Core Service	Required Assessment Tool(s)
11 FRC & DR CMT	FRC & DR CMT Tracking & Outcomes Log
12 Information & Referral Services	Information & Referral Tracking Log
13 Family Support Services	Family Development Matrix
14 Counseling Services	Protective Factors Counseling Survey
15 Parenting Education	Protective Factors Parenting Survey
16 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

17 8.5 The FRC Coordinator is responsible for ensuring data integrity and  
18 accurate data collection. FRC Coordinator shall also ensure that the data is  
19 entered correctly into the FaCT data system and within timelines required by  
20 ADMINISTRATOR. Contractor Partner Agencies are responsible for their own  
21 staff data collection, ensuring data integrity, and accurate submission to the  
22 FRC Coordinator.

23 8.6 FRCs can administer COUNTY-approved measurement tools (e.g.,  
24 tracking logs, pre/post-tests, satisfaction surveys, etc.) to collect data on  
25 other services. ADMINISTRATOR shall provide CONTRACTOR a minimum of ten (10)  
26 business day notice in the event a measurement tool is changed.

27 8.7 The COUNTY measurement tools, referenced in Subparagraph 8.4 are  
28 subject to change based on program and evaluation needs as defined by

ADMINISTRATOR.

9. REPORTS

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

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

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

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

10. UTILIZATION REVIEW

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

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

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11. SUSTAINABILITY

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

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

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

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

11.3.2 Training programs developed by or for FaCT;

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

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

11.3.5 Pursuit of linkages with other partners, as appropriate; and,

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

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

///

1        12.    MEETINGS AND TRAININGS:

2            12.1 CONTRACTOR shall ensure the FRC Coordinator participates in  
3 meetings of all FaCT FRC Coordinators for the purpose of information sharing,  
4 joint problem solving, identification of Best Practices, development of common  
5 approaches to case management and intake, training, and other related matters.  
6 Meetings will occur a minimum of once per month. ADMINISTRATOR will provide  
7 CONTRACTOR with detailed information regarding meeting date(s) and  
8 location(s).

9            12.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates  
10 in all required trainings and/or meetings as identified by ADMINISTRATOR.  
11 ADMINISTRATOR will provide CONTRACTOR with detailed information regarding  
12 training/meeting date(s) and location(s).

13           12.3 Trainings eligible for reimbursement through this Agreement must  
14 be approved in advance, in writing, by ADMINISTRATOR.

15           12.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings  
16 presented or sponsored by COUNTY.

17        13.    BUDGET

18           13.1 For each of the five (5) COUNTY fiscal years (July 1 through June  
19 30) included during the term of this Agreement, the maximum annual budget for  
20 services provided pursuant to Exhibit A of this Agreement shall not exceed  
21 \$578,279.

22           13.2 ADMINISTRATOR and CONTRACTOR may agree, subject to advance written  
23 notice, to add, delete, modify, line item and/or amounts, and/or the number  
24 and type of FTE positions, specified in the annual budget included in  
25 Subparagraph 13.9, without reducing the level of services to be provided or  
26 exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this  
27 Agreement.

28           13.3 For the purpose of meeting specific program needs, CONTRACTOR may



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

10 13.4 In the event the budget shown in Subparagraph 13.9 is modified,  
11 the modified budget shall remain in effect for the remainder of the contract  
12 term, unless superseded by subsequent budget modification(s) that have been  
13 approved in writing by ADMINISTRATOR. For example, if Budget Modification #1  
14 is approved on March 15, 2016, the modified budget will remain in effect until  
15 Budget Modification #2 is requested and approved in writing. The annual  
16 budget beginning on July 1<sup>st</sup> of each fiscal year shall be identical to the  
17 most recently modified annual budget. Under no circumstances shall funds  
18 unspent in one fiscal year carry over to another fiscal year.

19 13.5 It is anticipated multiple budget modifications will occur during  
20 the term of this Agreement. When appropriate, CONTRACTOR will delay  
21 submitting a Budget Modification Request until multiple changes can be  
22 incorporated into a single Budget Modification Request versus submitting  
23 several Budget Modification Requests that include a single line item change.

24 13.6 For purposes of this Agreement, Direct Services Expense is defined  
25 as a non-administrative expense required to provide goods or services for the  
26 direct benefit of PARTICIPANTS. Examples include, but are not limited to:  
27 parent education handbooks, chore charts, art materials, water and snacks for  
28 PARTICIPANT consumption, incentives for clients to attend events, etc.

1           13.7 For purposes of this Agreement, Program Expense is defined as an  
2 administrative expense required for overall service delivery rather than an  
3 expense benefitting an individual PARTICIPANT. Examples include, but are not  
4 limited to: marketing materials, display boards, educational DVDs and video  
5 equipment to broadcast, parent education curriculums, educational  
6 books/reference material to be used by CONTRACTOR's staff, furniture,  
7 volunteer staff recognition events, etc. Program Expense is administrative in  
8 nature.

9           13.8 Budget Modification Requests will be considered for approval when  
10 such requests are to reallocate funds within a similar category such as  
11 reallocating unused funds from a direct service salary position to a new  
12 direct participant service (i.e., Life Skills Workshop) or reallocating unused  
13 Office Supply funds to increase an Insurance line item. Funds may not shift  
14 from a direct service line item to an administrative line item.

15           13.8.1 Consideration for an exception to the provision described  
16 in Subparagraph 13.7 will be considered on a case-by-case basis and shall be  
17 approved at the sole discretion of COUNTY.

18           13.9 In the event ADMINISTRATOR reduces the maximum obligation as  
19 stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree  
20 in writing to proportionately reduce the service goals as set forth in this  
21 Exhibit.

22           13.10 To ensure a meaningful collaboration among Contractor Partner  
23 Agencies and decision-making, no single CONTRACTOR shall have more than fifty-  
24 one percent (51%) of the total collaborative FRC budget. Exception to the  
25 fifty-one percent (51%) maximum may include:

26           13.10.1 CONTRACTOR is a governmental and/or public agency, and/or  
27 a single partner is providing more than fifty-one percent (51%) of the total  
28 collaborative services.

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

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

<u>SALARIES</u>	<u>FTE</u> <sup>(1)</sup>	<u>Hourly Maximum Rate</u> <sup>(2)</sup>	<u>Budget</u>
<u>Human Option (HO)</u> <sup>(5)</sup>			
Childcare Worker (Svc. 6.2)	0.125	\$14.00	\$3,640
Clinical Supervisor (Svc. 5.2)	0.01	28.41	591
Counselor (Svcs. 5.4, 5.10, 5.11)	0.25	25.00	13,000
Family Support Specialist (Svc. 5.5)	0.50	19.00	19,761
FRC Coordinator (Svc. 5.6)	1.00	29.00	60,320
OST Youth Program Leader (Svc. 5.9)	0.10	15.00	<u>3,120</u>
SUBTOTAL HO SALARIES:			\$100,432
HO Benefits (15.6%) <sup>(3)(4)</sup>			<u>\$15,567</u>
SUBTOTAL HO SALARIES AND BENEFITS:			\$115,999
<u>Child Guidance Center (CGC)</u> <sup>(5)</sup>			
Clinical Supervisor (Svc. 5.1)	0.10	\$44.17	\$9,187
Counselor (Svc. 5.3)	0.50	26.22	27,269
FRC CMT Clinical Supervisor (Svc. 5.7)	0.10	44.17	9,187
Program Director	0.02	44.17	<u>1,837</u>
SUBTOTAL CGC SALARIES:			\$47,480
CGC Benefits (28.09%) <sup>(3)(4)</sup>			<u>13,338</u>
SUBTOTAL CGC SALARIES AND BENEFITS:			\$60,818
<u>The Raise Foundation (RF)</u> <sup>(5)</sup>			
Accountant	0.025	\$30.00	\$1,560
Community Engagement Volunteer Coordinator (Svc. 6.1.4)	0.50	19.63	20,415
Information & Referral Specialist (Svc. 5.8)	1.00	15.30	31,824
Operations Manager	0.025	26.00	1,352
Program Manager	0.05	25.00	2,600
Program Supervisor	0.025	45.00	<u>1,989</u>
SUBTOTAL RF SALARIES:			\$59,740
RF Benefits (19 %) <sup>(3)(4)</sup>			<u>11,329</u>
SUBTOTAL RF SALARIES AND BENEFITS:			\$71,069

1	<u>The Cambodian Family (TCF)<sup>(5)</sup></u>			
2	Family Support Specialist (Svc. 5.5)	0.50	\$21.00	<u>\$21,840</u>
3	SUBTOTAL TCF SALARIES:			\$21,840
4	TCF Benefits (28.9%) <sup>(3)</sup>			<u>6,312</u>
5	SUBTOTAL TCF SALARIES AND BENEFITS:			\$28,152
6	<u>PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
7	CGC Direct Services Expense			\$100
8	RF CEAC			1,500
9	RF Direct Services Expense			500
10	RF Emergency Assistance Fund (Svc. 6.3)			<u>1,038</u>
11	SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES:			\$3,138
12	<u>ADMINISTRATIVE SERVICES AND SUPPLIES<sup>(5)</sup></u>			
13	<u>SERVICES</u>			
14	CGC Independent Audit			\$750
15	RF Independent Audit			900
16	TCF Independent Audit			300
17	<u>SUPPLIES</u>			
18	HO Office Supplies			340
19	HO Program Expenses			750
20	CGC Office Supplies			403
21	CGC Program Expense			100
22	RF Offices Supplies			500
23	RF Program Expense			250
24	TCF Office Supplies			<u>220</u>
25	SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:			\$4,513
26	<u>OPERATING EXPENSES<sup>(5)</sup></u>			
27	HO Internet Expenses			\$972
28	HO Mileage <sup>(6)</sup>			450
29	CGC Electronic Health Record			400
30	CGC Insurance			612
31	CGC Mileage <sup>(6)</sup>			404
32	CGC Staff Training			100
33	CGC Telephone/Internet			385
34	RF Insurance			900
35	RF Mileage <sup>(6)</sup>			709
36	RF Phone/DSL/Internet/Tech			1,000
37	RF Rent			338

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RF Staff Training	25
TCF Insurance	280
TCF Maintenance	232
TCF Mileage <sup>(6)</sup>	120
TCF Telephone/Internet	216
TCF Utilities	<u>480</u>
SUBTOTAL OPERATING EXPENSES:	\$7,623

INDIRECT COSTS	
HO Indirect Cost	<u>\$8,688</u>
SUBTOTAL INDIRECT COSTS:	\$8,688
SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:	\$300,000

DIFFERENTIAL RESPONSE (DR) PROGRAM:

<u>DR SALARIES<sup>(5)</sup></u>			
HO DR Family Support Specialist (Svc. 5.15)	1.00	\$20.00	\$41,600
HO DR In-Home Family Support Specialist (Svc. 5.16)	1.00	25.00	52,000
Childcare Worker	0.075	15.00	2,340
CGC DR CMT Facilitator (Svcs. 5.13, 5.14)	0.05	44.17	<u>4,594</u>
SUBTOTAL DR SALARIES:			\$100,534
HO DR Benefits (15.6%) <sup>(3)(4)</sup>			15,683
CGC DR Benefits (25.4%) <sup>(3)(4)</sup>			<u>1,169</u>
SUBTOTAL DR SALARIES AND BENEFITS:			\$117,386

<u>DR Participant Related Services and Expense</u>	
HO DR Emergency Assistance Funds (Svc. 6.3)	\$1,000
HO DR Direct Services Expense	<u>841</u>
SUBTOTAL DR PARTICIPANTS RELATED SERVICES AND EXPENSE:	\$1,841

<u>DR ADMINISTRATIVE SERVICES AND SUPPLIES<sup>(5)</sup></u>	
HO DR Office Supplies	<u>\$1,500</u>
SUBTOTAL DR ADMINISTRATIVE SERVICES AND SUPPLIES:	\$1,500

<u>DR OPERATING EXPENSES<sup>(5)</sup></u>	
HO DR Mileage <sup>(6)</sup>	<u>\$800</u>
SUBTOTAL DR OPERATING EXPENSES:	\$800

<u>DR INDIRECT COSTS</u>	
HO DR Indirect Cost	<u>\$3,473</u>

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SUBTOTAL DR INDIRECT COSTS:			\$3,473
SUBTOTAL DR SALARIES, ADMINISTRATIVE SERVICES SUPPLIES AND OPERATING EXPENSES:			\$125,000
<u>FAMILY STABILIZATION (FS) PROGRAM:</u>			
<u>HO FS SALARIES<sup>(5)</sup></u>			
HO FS Family Support Specialist (Svc. 5.17)	1.00	\$19.00	\$39,520
HO Director	0.05	38.27	3,980
HO Childcare Worker	172 hours	14.50	<u>2,500</u>
SUBTOTAL FS SALARIES:			\$46,000
HO FS BENEFITS (15.6%) <sup>(3)(4)</sup>			<u>7,176</u>
SUBTOTAL HO FS SALARIES AND BENEFITS:			\$53,176
<u>FS PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
HO FS Direct Service Expense			\$14,841
HO FS Emergency Assistance Fund			50,000
HO FS Life Skills Workshop			<u>10,000</u>
SUBTOTAL HO FS PARTICIPANT RELATED SERVICES AND EXPENSE:			\$74,841
<u>FS ADMINISTRATIVE SERVICES AND SUPPLIES<sup>(5)</sup></u>			
HO FS Laptop/Computer/Printer			\$2,500
HO FS Office Supplies			2,500
HO FS Program Expense			<u>2,500</u>
SUBTOTAL HO FS ADMINISTRATIVE SERVICES AND SUPPLIES:			\$7,500
<u>FS OPERATING EXPENSES<sup>(5)</sup></u>			
HO FS Internet/Telephone Expense			\$2,000
HO FS Mileage <sup>(6)</sup>			2,500
HO FS Staff Training			<u>1,000</u>
SUBTOTAL FS OPERATING EXPENSES:			\$5,500
<u>FS INDIRECT COSTS:</u>			
HO FS Indirect Cost			<u>\$12,262</u>
SUBTOTAL FS INDIRECT COST:			\$12,262
SUBTOTAL FS SALARIES AND BENEFITS, FS PARTICIPANTS RELATED SERVICES AND EXPENSE, FS ADMINISTRATIVE SERVICES AND SUPPLIES, FS OPERATING EXPENSES, AND FS INDIRECT COSTS:			\$153,279
SUBTOTAL ALL FRC, DR, AND FS PROGRAMS:			<u>\$578,279</u>
<b>MAXIMUM COUNTY OBLIGATION</b>			<b>\$578,279</b>

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing

1 services under the terms of this Agreement. This percentage is based upon a  
2 40-hour work week. For salaried employees, FTE is defined as the amount of  
3 time (stated as a percentage) the position will be paid for under the terms of  
4 this Agreement, regardless of the number of hours actually worked.

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

7 <sup>(3)</sup> Employee Benefits may include contributions to 401k or retirement  
8 plans; health insurance; dental insurance; life, vision insurance; long-  
9 term/short-term disability insurance; life and disability insurance; payroll  
10 taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and  
11 Worker's Compensation Tax, based on the currently prevailing rates, and  
12 vacation/sick time accrual as specified in footnote four (4) below. CB's  
13 overall benefit rate shall not exceed twenty-eight percent (28%) of actual  
14 salary expense claimed. IH's overall benefit rate shall not exceed twenty-one  
15 percent (21%) of actual salary expense claimed. OVSD shall not claim any  
16 benefits for actual salary expense claimed. RF's overall benefit rate shall  
17 not exceed nineteen percent (19%) of actual salary expense claimed. WYS'  
18 overall benefit rate shall not exceed twenty-one percent (21%) of actual  
19 salary expense claimed.

20 <sup>(4)</sup> An actual expenditure for a vacation/sick time accrual payment, paid  
21 to an employee upon separation in accordance with CONTRACTOR's established  
22 policy, will be included as an itemized amount on the Salary and Benefit  
23 Worksheet submitted as part of CONTRACTOR's monthly invoice packet. The  
24 amount eligible for reimbursement shall be limited to the amount of  
25 vacation/sick time earned by the employee during the COUNTY fiscal year in  
26 which the claim is made, minus any vacation/sick time the employee used during  
27 the same fiscal year. For example, if an employee separates on February 15,  
28 2016, the vacation/sick time accrual amount eligible for reimbursement through

1 the Agreement shall be based upon the period of July 1, 2015 through February  
2 15, 2016 only.

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

7 <sup>(6)</sup> Mileage is limited to the amount allowed by Internal Revenue Service.

#### 8 14. STAFF

##### 9 14.1 Recruitment Practices:

10 14.1.1 CONTRACTOR shall use a formal recruitment plan, which  
11 complies with Federal and State employment and labor regulations. CONTRACTOR  
12 shall hire staff with the education, language skills, and experience necessary  
13 to appropriately perform all functions as described in this Agreement.

14 14.1.2 The number of direct service bilingual staff shall meet  
15 the needs of the community to be served.

16 14.1.3 CONTRACTOR may be required to submit employer's bilingual  
17 certification criteria and/or test results.

18 14.2 CONTRACTOR shall specify the FTE percentage for each service for  
19 staff that provides more than one service. The combined FTE for any  
20 individual staff may not exceed a 1.0 maximum.

21 CONTRACTOR shall provide the following described staff positions:

##### 22 14.3 Accountant/Bookkeeper (RF):

23 14.3.1 Duties: Ensuring accurate and timely payment of Partner  
24 Agencies invoices, timely billing to administrator, documenting expenditures  
25 for audit purposes, attending FaCT required training, and providing financial  
26 reports as required or requested by Partner Agencies and/or ADMINISTRATOR.

27 14.3.2 Qualifications: Bachelor's degree in accounting,  
28 business, or finance related field from an accredited university and two (2)



1 years of experience. Proficiency in English is required.

2 14.4 Child Care Worker (HO):

3 14.4.1 Duties: Responsible for providing childcare for children  
4 of PARTICIPANTS attending FRC and DR programs. Complete required  
5 documentation, maintain close communication with FRC Coordinator and agency  
6 supervisor, and attend required meetings and trainings.

7 14.4.2 Qualifications: High school diploma or equivalent and one  
8 (1) year of childcare experience, including working with infants; ability to  
9 deal with stressful situations; and be creative and energetic. Proficiency in  
10 English is required and bilingual, based on community language need, is  
11 preferred.

12 14.5 Clinical Supervisor (CGC):

13 14.5.1 Duties: Provide individual and group supervision and  
14 write weekly supervision notes. Discuss client symptoms, evaluate counselor  
15 treatment goals/interventions, and assess for the presence of any high risk  
16 issues. Monitor all counselor Child Abuse Reports and their dispositions.  
17 Complete supervisory clinical chart reviews. Oversee PARTICIPANT referrals  
18 and track counselor client lists. Follow BBS and/or BOP licensing board  
19 requirements for counselors and utilize available resources. Supervise  
20 coordination of care for multiple-need clients. Follow through with clinical  
21 record requests. Ensure accuracy of services for PARTICIPANTS are entered  
22 into the FaCT Database. Complete counselor performance reviews, identify  
23 counselor training needs and oversee training for counselors in the Parent  
24 Child Interaction Therapy and TF-CBT evidenced-based modalities, provide  
25 counselor success stories for steering committee meetings, and maintain close  
26 communication with partner agencies and FRC site staff.

27 14.5.2 Qualifications: Licensed Clinical Social Worker (LCSW),  
28 Marriage and Family Therapist (MFT), or Ph.D. and two (2) years clinical

1 experience in working with child abuse victims and their families. Possess  
2 the experience and training necessary to supervise within the guidelines of  
3 the California BBS or BOP.

4 14.6 Clinical Supervisor (HO):

5 14.6.1 Duties: Provide individual and group supervision as  
6 applicable, clinical supervision for counseling services, case consultation to  
7 FRC staff as needed, monitor cases, be available for crisis and clinical  
8 consultation as needed, review documents for clinical content, verify the laws  
9 of confidentiality, and ensure that child and elder/dependent adult abuse  
10 reporting are followed-up on every case consult. Ensure accuracy of paperwork  
11 and data entered into the FaCT database, and attend all required meetings and  
12 trainings.

13 14.6.2 Qualifications: LCSW, MFT, or Licensed Clinical  
14 Psychologist and a minimum of two (2) years of clinical supervision  
15 experience. Proficiency in English is required.

16 14.7 Community Engagement Volunteer Coordinator (RF):

17 14.7.1 Duties: Assist in advocacy for the expansion of the FRC  
18 CEAC, programs, and activities focusing on issues that affects the health,  
19 well-being, and public safety of residents in the FRC community. Oversee  
20 community organizing, volunteer recruitment and training, problem solving; and  
21 developing and implementing an outreach plan. Support the efforts of local  
22 programs to explore donation and service opportunities for the FRC, develop  
23 and promote FRC volunteer project activities, develop and maintain regular  
24 contact with community organizations, coordinate and communicate with FRC  
25 Coordinator, attend all required meetings and trainings, administer FaCT-  
26 approved measurement tools, and enter results into the FaCT database.

27 14.7.2 Qualifications Option One (1): Bachelor's degree in  
28 human services or related field from an accredited university; two (2) years

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

8 14.7.3 Option Two (2): Five (5) years of experience working  
9 with at-risk families and the community, including one (1) year supervisory  
10 experience; knowledge of public and private social services agencies and  
11 community resources including Federal and State programs; capable of relating  
12 well to individuals from diverse backgrounds, cultures, varied income, and  
13 education levels; and computer competency. Proficiency in English is required  
14 and bilingual, based on community language need, is preferred.

15 14.8 Counselor (CGC):

16 14.8.1 Duties: Provide counseling, including comprehensive  
17 psychosocial assessment, treatment planning, termination, and documentation.  
18 Collaborate with community social, health, and judicial agencies as required.  
19 Administer FaCT approved pre/post measurement tools and enter results into the  
20 FaCT Database.

21 14.8.2 Qualifications: LCSW, MFT, Licensed Professional  
22 Clinical Counselor, PsyD., Ph.D., license-eligible MFT/MSW/Professional  
23 Clinical Counselor Intern, either graduated from or currently enrolled in an  
24 accredited graduate program under clinical supervision, or Registered  
25 Psychologist. Proficiency in English and bilingual, based on community  
26 language need, is required.

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1           14.9 Counselor (HO):

2           14.9.1 Duties: Provide counseling, including assessment,  
3 treatment planning, termination, and documentation. Provide Parent Education  
4 and PEP services as applicable. Administer FaCT approved pre/post measurement  
5 tools and enter results into the FaCT Database.

6           14.9.2 Qualifications: Licensed clinician or MFT/MSW Intern  
7 enrolled in an accredited graduate program under clinical supervision. If  
8 providing Parent Education services, Counselor must be trained and/or  
9 certified to provide the CONTRACTOR's chosen evidence-based or evidenced-  
10 informed Parenting Education curriculum. If providing PEP services, a valid  
11 Domestic Violence Advocate Certificate is required. Proficiency in English  
12 and bilingual, based on community language need, is required.

13           14.10 DR CMT Clinical Supervisor (CGC):

14           14.10.1 Duties: Facilitate case management team group process,  
15 ensure thorough assessment and linkages for families to resources, and ensure  
16 team and/or staff members follow up on all mandated reporting requirements.  
17 Responsibilities include, but are not limited to:

18                   14.10.1.1 Verify and track attendance of required DR  
19 CMT members;

20                   14.10.1.2 Ensure PARTICIPANT confidentiality/release  
21 forms are signed by PARTICIPANT and DR CMT members;

22                   14.10.1.3 Review the laws of confidentiality and child,  
23 elder/dependent adult abuse reporting on an annual basis and ensure compliance  
24 for each case presented;

25                   14.10.1.4 Ensure all DR CMT cases conferenced are  
26 multiple needs cases (i.e., not just information and referral);

27                   14.10.1.5 Facilitate weekly review of DR CMT cases,  
28 including a thorough assessment of needs, treatment plan, and termination;

1 14.10.1.6 Provide and coordinate ongoing cross-training  
2 to DR CMT on clinical training needs;

3 14.10.1.7 Ensure families are invited to the DR CMT  
4 meetings;

5 14.10.1.8 Maintain a binder of weekly case logs and  
6 registration forms for each case conferenced at DR CMT;

7 14.10.1.9 Complete standardized DR CMT assessment  
8 tools, ensuring COUNTY required DR CMT data is accurately entered into FaCT  
9 database; and

10 14.10.1.10 Actively engage new collaborative partners  
11 and/or other COUNTY agency representatives to conference cases that would  
12 benefit families.

13 14.10.2 Qualifications: LCSW, MFT, or Licensed Clinical  
14 Psychologist and a minimum of one (1) year of group/meeting facilitation  
15 experience is preferred. Proficiency in English is required.

16 14.11 DR Family Support Specialist (HO):

17 14.11.1 Duties: Provide DR Family Support Services; assess  
18 PARTICIPANTS needs; provide one-on-one support; assist families in crisis to  
19 access resources to meet needs; participate in DR CMT meetings; assist  
20 PARTICIPANTS with completion of paperwork or forms; coordinate information for  
21 PARTICIPANT referrals; ensure PARTICIPANTS access services; follow up with  
22 PARTICIPANTS as needed and perform home, school, and other community site  
23 visits as needed; work closely with Contractor Partner Agencies and COUNTY  
24 social workers; coordinate with other service providers providing services to  
25 PARTICIPANT; compile, prepare and submit data and reports as required by  
26 County; maintain records; collect and input data into FaCT database; and  
27 attend all required meetings and trainings.

28 14.11.2 Qualifications: Bachelor's degree in social work, human

1 services, or related field from an accredited university is required. One  
2 year knowledge of the child welfare system and two (2) years of experience  
3 working directly with families in crisis and the community is preferred.  
4 Proficiency in English is required and bilingual, based on community language  
5 need, is preferred.

6 14.12 DR In-Home Family Specialist (HO):

7 14.12.1 Duties: Responsible for providing DR In-Home Family  
8 Support Services; parenting education; providing resource brokering;  
9 coordinating with multiple service providers to prevent abuse and out-of-home  
10 placement; providing DR crisis intervention, including assessment, and  
11 stabilization of immediate crisis; providing resource linkages; preparing and  
12 submitting data and reports as required by ADMINISTRATOR; and attending  
13 required meetings and training as needed.

14 14.12.2 Qualifications: Bachelor's degree (Master's degree  
15 preferred) in social work or related field from an accredited university. Two  
16 (2) years of experience working with children and families, possess excellent  
17 verbal and written communication skills, and ability to work in a  
18 multicultural environment. Proficiency in English and bilingual, based on  
19 community language need, is preferred.

20 14.13 Family Support Specialist (HO and TCF):

21 14.13.1 Duties: Assess needs and assist families to access  
22 resources to meet needs, including court ordered families to facilitate family  
23 reunification; case planning; present cases at CMT meetings; complete the  
24 FaCT-approved assessment tools; compile and maintain records; prepare reports;  
25 collect and input data into FaCT database; and attend all required meetings  
26 and trainings.

27 14.13.2 Qualifications (HO): Bachelor's degree in human services  
28 or related field from an accredited university, knowledge of the child welfare

1 system, and two (2) years of experience working directly with families in  
2 crisis and the community. Proficiency in English and bilingual, based on  
3 community language need, are required.

4 14.13.3 Qualifications (TCF): Bachelor's degree in social  
5 services or related field from an accredited university or a minimum of three  
6 (3) years of experience providing direct client services to the community in  
7 social adjustment, family advocacy, health accessing, and other social  
8 services. Knowledge of child abuse reporting and the child welfare system.  
9 Familiarity with community resources available to Orange County residents.  
10 Proficiency in English and bilingual in Cambodian are required.

11 14.14 Foster and Adoptive Parent Recruiter (HO):

12 14.14.1 Duties: Responsible for promoting, at community  
13 events/workshops and other local community events in collaboration with  
14 ADMINISTRATOR, the need for foster and adoptive resources for children in need  
15 of a permanent home.

16 14.14.2 Qualifications: High school diploma or equivalent, one  
17 (1) year of experience working directly with families in crisis and community,  
18 knowledge of local resources, excellent customer service skills, and computer  
19 competency (i.e., knowledge and ability to use computers and related  
20 technology). Proficiency in English and bilingual, based on community  
21 language need, is required.

22 14.15 FRC CMT Clinical Supervisor (CGC):

23 14.15.1 Duties: Convenes and facilitates weekly CMT meetings and  
24 completes the CMT Tracking Log for each case presented. In coordination with  
25 collaborative partners, jointly provide weekly CMT services to FRC  
26 PARTICIPANTS including, but not limited to: identifying the educational,  
27 health, or social service needs of PARTICIPANTS; developing an individualized  
28 plan to address these multiple needs; performing weekly case reviews;

1 participating in collaborative team assessments; arranging and coordinating  
2 appropriate services; monitoring effectiveness of services; evaluating service  
3 outcomes; and appropriately terminating CMT services. The CMT Clinical  
4 Supervisor will review cases on a priority basis and jointly with  
5 collaborative partners develop crisis interventions plans for high-risk  
6 PARTICIPANTS/issues presented during CMT meetings, including referrals to more  
7 intensive treatment services.

8 14.15.2 Qualifications: LCSW, MFT, Psy.D. and/or Ph.D., two (2)  
9 years of clinical experience in working with child abuse victims and their  
10 families, and one (1) year experience in group facilitation. Possess the  
11 experience and training necessary to supervise within the guidelines of the  
12 California BBS or BOP.

13 14.16 FRC Coordinator (HO):

14 14.16.1 Duties: Perform a variety of administrative functions  
15 including; coordinate service providers; supervise FRC oversee the day-to-day  
16 operation of the FRC; compile statistical and financial data for various  
17 reports; facilitate community involvement in the CEAC; coordinate governance  
18 and policy procedure development; coordinate opportunities for staff; prepare  
19 and monitor program budget; market FRC services within the community; initiate  
20 outreach to new partners and service providers; answer public inquiries  
21 regarding services, procedures, operations, and regulations; facilitate  
22 Contractor Partner Agencies and staff meetings and ensure completion of  
23 meeting minutes; complete all required documentation and data oversight;  
24 attend all required FaCT meetings; and perform related duties as assigned.

25 14.16.2 Qualifications: Bachelor's degree (Master's degree  
26 preferred) in social work, sociology, psychology, or related field from an  
27 accredited university and two (2) years of experience working with at-risk  
28 families and the community; knowledge of the child welfare system; capable of



1 relating well to individuals from diverse backgrounds cultures, varied income,  
2 and educational levels; supervisory experience in management; ability to work  
3 successfully in a collaborative environment; attention to detail; and computer  
4 competency. Proficiency in English is required and bilingual, based on  
5 community need, is preferred.

6 14.17 FS Family Support Specialist (HO):

7 14.17.1 Duties: Provide FS Family Support Services; assess  
8 PARTICIPANT's needs; provide one-on-one support; assist families in crisis to  
9 access resources to meet needs; attend and participate in CMT meetings; assist  
10 PARTICIPANTS with the completion of necessary paperwork or forms; coordinate  
11 information for PARTICIPANTS referrals; ensure PARTICIPANTS are able to access  
12 services; follow up with PARTICIPANTS, as needed; perform home, school, or  
13 other community site visits, as needed; work closely with Contractor Partner  
14 Agencies and SSA Social Workers; coordinate with other service providers  
15 providing services to PARTICIPANTS; compile, prepare, and submit data and  
16 reports as required by ADMINISTRATOR; maintain records; and attend all  
17 required meetings and trainings, as needed.

18 14.17.2 Qualifications: Bachelor's degree in social work, human  
19 services, or related field from an accredited university is required. One  
20 year knowledge of the child welfare system and two (2) years of experience  
21 working directly with families in crisis and the community is preferred.  
22 Proficiency in English is required and bilingual, based on community language  
23 need, is preferred.

24 14.18 Information and Referral Specialist (RF):

25 14.18.1 Duties: Responsible for responding to walk-in, call-in,  
26 and referred PARTICIPANTS seeking community resources. Assess PARTICIPANT's  
27 immediate needs and make referrals to appropriate resources. Administer FaCT-  
28 approved measurement tool and enter results into the FaCT database.

1           14.18.2 Qualifications: High school diploma or equivalent, one  
2 (1) year community experience working directly with families in crisis and the  
3 community, knowledge of services provided at the FRC and local resources,  
4 excellent customer service skills, and computer competency. Proficiency in  
5 English and bilingual, based on community language need, is required.

6           14.19 Operations Manager (RF):

7           14.19.1 Duties: Administer all human resources functions  
8 including administration of benefits, manage renewals, maintain accounts  
9 receivables and accounts payable functions, and oversee payroll.

10          14.19.2 Qualifications: Bachelor's degree in business,  
11 management or related field from an accredited university preferred or five  
12 (5) years of equivalent experience. Proficiency in English is required and  
13 bilingual, based on community language need, is preferred.

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

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

20          14.20.2 Qualifications: High school diploma or equivalent,  
21 twelve (12) units of child development or related course work, and one (1)  
22 year of experience working with children is required. Proficiency in English  
23 is required and bilingual, based on community language need, is preferred.

24          14.21 Parenting Educator (HO):

25          14.21.1 Duties: Teach parenting education classes, administer  
26 the FaCT-approved pre/post measurement tools, and enter the results into the  
27 FaCT database.

28          14.21.2 Qualifications: Possess a minimum of twelve (12) units

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

6 14.22 PEP Instructor (HO):

7 14.22.1 Duties: Provide and instruct PEP services, administer  
8 the FaCT-approved pre/post measurement tools, and enter the results into the  
9 FaCT database.

10 14.22.2 Qualifications: Possess a minimum of two (2) years of  
11 experience working with domestic violence families, forty (40) hours of  
12 Domestic Violence Prevention training, eight (8) hours of Child Abuse  
13 Prevention and Reporting Training, and completion of PEP Training. A valid  
14 Domestic Violence Advocate Certificate is required. Proficiency in English  
15 and bilingual, based on community language need, is required.

16 14.23 Program Director (CGC):

17 14.23.1 Duties: Responsible for overseeing all aspects of the  
18 FaCT Contract for CGC. Tasks include: monitoring counselor caseload,  
19 scheduling, monitoring/approving timesheets, maintaining staff oversight and  
20 completing performance reviews, tracking budget spend out and completing  
21 budget modifications, attending monthly collaborative steering committee  
22 meetings, and recording meeting minutes.

23 14.23.2 Qualifications: Master's degree in health and human  
24 services or public administration; three (3) years of business or non-profit  
25 management experience, including two (2) years of supervision experience;  
26 excellent speaking and writing skills; ability to facilitate meetings;  
27 excellent organization skills; and experience in program design, planning,  
28 development, implementation, and grant management. Proficiency in English is

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

2 14.24 Program Manager (RF):

3 14.24.1 Duties: Provide oversight and supervision of RF staff  
4 for this Agreement; attend steering committee meetings, CMT, and other partner  
5 related meetings as contractually required; act as liaison between Contractor  
6 Partner Agencies, RF Accounting department, and ADMINISTRATOR to ensure  
7 accurate and timely invoicing to the Lead Agency and ensure accuracy of  
8 billings; and maintain complete and accurate records of all financial and  
9 outcome measurement data.

10 14.24.2 Qualifications: Bachelor's degree in social work or  
11 related field from an accredited university. Five (5) years of supervisory  
12 experience in the non-profit field may substitute for the required bachelor's  
13 degree. Proficiency in English is required.

14 14.25 Program Supervisor (RF):

15 14.25.1 Duties: Provides overall management and fiscal  
16 supervision for agency operations, staff management, and resource development.  
17 Functions as the agency liaison to county boards, commissions, agencies and  
18 departments.

19 14.25.2 Qualifications: Bachelor's degree (Master's degree  
20 preferred) in social work or related field from an accredited university and  
21 proficiency in English is required.

22 14.26 TLFR Family Fun Activities Leader CB:

23 14.26.1 Duties: Provide supervision and TLFR Family Fun  
24 Activities to children and youth in the reunification process, monitor  
25 attendance, and ensure the health and safety of the children is maintained at  
26 all times. Coordinate events with FRC Coordinator, attend all required  
27 meetings, administer FaCT-approved measurement tools, and enter results into  
28 the FaCT-approved database.

1 14.26.2 Qualifications: High school diploma or equivalent and  
2 one (1) year experience working with families and/or children is required.  
3 One (1) year experience facilitating groups and/or workshops is preferred.  
4 Proficiency in English is required and bilingual, based on community language  
5 need, is preferred.

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