

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE

4 AND

5 ~~CHILDREN’S BUREAU OF SOUTHERN CALIFORNIA~~

6 AND

7 ~~INTERVAL HOUSE~~

8 AND

9 ~~OCEAN VIEW SCHOOL DISTRICT~~

10 AND

11 ~~THE RAISE FOUNDATION~~

12 AND

13 ~~WESTERN YOUTH SERVICES~~

14 CHILDREN’S BUREAU OF SOUTHERN CALIFORNIA

15 FOR THE PROVISION OF

16 ~~SERVICES PROMOTING SAFE AND STABLE FAMILIES,~~

17 ~~DIFFERENTIAL RESPONSE, AND FAMILY STABILIZATION~~ RESOURCE CENTER

18 SERVICES

19
20 ~~THIS~~ This AGREEMENT, entered into this 1st day of July ~~1, 2015, 2020~~, which date is
21 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,
22 hereinafter referred to as “COUNTY,” and Children’s Bureau of Southern California, a California
23 non-profit corporation; ~~Interval House a California non-profit corporation; Ocean View School~~
24 ~~District, a California Public educational institution; The Raise Foundation, a California non-profit~~
25 ~~corporation; and Western Youth Services, a California non-profit corporation; hereinafter~~
26 ~~collectively referred to as “Oak View FAMILY RESOURCE CENTER” or “CONTRACTOR.”~~
27 ~~Children’s Bureau of Southern California, Interval House, Ocean View School District, The Raise~~
28 ~~Foundation, and Western Youth Services, may each also be referred to as “Contractor Partner~~

1 Agencies.”, hereinafter referred to as “OAK VIEW FAMILY RESOURCE CENTER” or
2 “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social
3 Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”
4

5 WITNESSETH:

6
7 ~~WHEREAS, Federal legislation has provided funding under the Promoting Safe and Stable~~
8 ~~Families Program (formerly known as the "Family Preservation and Support Program" and~~
9 ~~currently known in the COUNTY as Families and Communities Together [FaCT] Program) and~~
10 ~~other funding sources for the provision of services intended to maintain the safety of children in~~
11 ~~their homes; help families through crises that might lead to the removal of children from their~~
12 ~~homes or speed the return of children to their homes; alleviate stress and promote parental~~
13 ~~competencies; and to provide family stabilization services to increase success in achieving self-~~
14 ~~sufficiency; and~~

15 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
16 ~~services Promoting Safe and Stable Families,~~ Family Resource Center Services ~~Differential~~
17 ~~Response, and Family Stabilization~~ in Orange County; and

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

20 WHEREAS, such services are authorized and provided ~~for~~ pursuant to the Adoptions and
21 Safe Families Act of 1997 (Public Law 105-89), California Welfare and Institutions Code Sections
22 16600-16605, All County Letter (ACL) No. 01-20, ~~and~~ ACL No. 03-12, ACL No. 14.12, and the
23 Child and Family Services Improvement and Innovation Act; and

24 ~~NOW, THEREFORE, IT IS MUTUALLY~~ WHEREAS, CONTRACTOR agrees to render
25 such services on the terms and conditions hereinafter set forth:

26 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

27 ///

28 ///

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15. STAFF 23

1. TERM

The term of this Agreement shall commence on July 1, ~~2015~~2020, and terminate on June 30, ~~2020~~2023, unless earlier terminated pursuant to the provisions of Paragraph 42 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

2.1 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~~are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

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

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

~~##~~

4. DESCRIPTION OF SERVICES, ~~STAFFING~~

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

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

11 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
 12 staff to attend an orientation session and subsequent training sessions given by COUNTY.

13 5. LICENSES AND STANDARDS

14 5.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 27 of
 15 this Agreement, who are subject to individual registration and/or licensing requirements, have all
 16 necessary licenses and permits required by the laws of the United States, State of California;
 17 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
 18 agencies to perform the services described in this Agreement, and agrees to maintain, and require
 19 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
 20 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
 21 such laws and licensure requirements, including, without limitation, compliance with laws
 22 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
 23 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
 24 becoming expired, inactive, etc.).

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

1 [regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and](#)
2 [Audit Requirements for Federal Awards](#); Title 48 CFR Section 31.2; and all applicable laws and
3 regulations of the United States, State of California, County of Orange, [and County of Orange](#)
4 Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder,
5 as each and all may now exist or be hereafter amended.

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

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

13 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP~~SUBCONTRACTS~~

14 6.1 Delegation and Assignment:

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

22 [6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the](#)
23 [event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY](#)
24 [for the provision of services under the Agreement.](#)

25 6.2 Change of Ownership

26 [CONTRACTOR agrees that if there is a change or transfer in ownership of](#)
27 [CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an](#)
28 [assignment of the Agreement, the new owners shall be required, under the terms of sale or other](#)

1 [instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this](#)
 2 [Agreement and complete them to the satisfaction of COUNTY.](#)

3 ~~6.2~~ SUBCONTRACTS ~~Subcontracts:~~

4 ##

5 7.

6 ~~6.3~~7.1 CONTRACTOR shall not subcontract for services under this Agreement without
 7 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
 8 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
 9 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
 10 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
 11 ADMINISTRATOR may require.

12 ~~6.3.1~~7.1.1 Subcontracts of ~~\$25~~50,000 or less:

13 ~~6.3.1.1~~7.1.1.1 CONTRACTOR shall develop a standard form Purchase
 14 Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of
 15 services by CONTRACTOR when the cumulative total cost of the services to be provided by any
 16 organization is anticipated to be ~~twenty-five~~fifty thousand dollars (~~\$25~~50,000) or less during the
 17 term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the
 18 actual cost of providing services or the usual and customary charges established by the
 19 organization(s) providing the services.

20 ~~6.3.2~~7.1.2 Subcontracts in excess of ~~\$25~~50,000:

21 ~~6.3.2.1~~7.1.2.1 CONTRACTOR shall develop and submit for approval to
 22 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which
 23 the total cumulative cost of services provided by any single organization is anticipated to exceed
 24 ~~twenty-five~~fifty thousand dollars (~~\$25~~50,000) during the term of this Agreement.
 25 CONTRACTOR's proposed procurement system shall take into consideration such factors as:
 26 degree of price competition; pricing policies and techniques; experience and quality of service;
 27 methods of evaluating subcontractor responsibility; relationship of subcontractor to
 28 CONTRACTOR; and planning, award, and post-award management of subcontracts, including

1 internal audit procedures and monitoring of subcontractor’s performance until completion of
2 services.

3 ~~6.3.2.2~~7.1.2.2 Upon ADMINISTRATOR’s approval of CONTRACTOR’s
4 proposed procurement system, CONTRACTOR shall comply with such procurement system in
5 obtaining subcontracts with a total cost in excess of ~~twenty five~~fifty thousand dollars (\$~~25~~50,000)
6 during the term of this Agreement. In addition, CONTRACTOR shall obtain
7 ADMINISTRATOR’s written consent prior to entering into a subcontract with any organization
8 when the total cumulative cost of services to be provided by that organization is anticipated to
9 exceed ~~twenty five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement.

10 ~~6.3.2.3~~7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
11 maintain accurate and complete financial records related to services provided under the terms of
12 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to
13 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or
14 until any pending audit is completed.

15 ~~7.8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY~~
16 ~~DISCLOSURE/NAME CHANGE~~

17 ~~7.1.1~~8.1.1 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 satisfactory to
20 ADMINISTRATOR, containing, but not limited to, the following information:

21 ~~7.1.1~~8.1.1 The form of CONTRACTOR’s business organization, i.e.,
22 proprietorship, partnership, corporation, etc.

23 ~~7.1.2~~8.1.2 A detailed statement indicating the relationship of CONTRACTOR,
24 by way of ownership or otherwise, to any parent organization or individual.

25 ##

26 ##

27 ##

28 ~~7.1.3~~8.1.3 A detailed statement indicating the relationship of CONTRACTOR

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

4 7.28.2 Change in Form of Business Organization:

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

12 ~~7.3 — Real Property Disclosure:~~

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

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

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

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

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

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

26 ~~7.3.3.3 — The type and dollar value of any other consideration to be~~
 27 ~~paid to the lessor or licensor; and~~

28 ~~7.3.3.4 — The full names and addresses of all parties to any agreement~~

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

4 ~~7.3.4 — A listing by full names of all of CONTRACTOR's officers, directors~~
 5 ~~and/or partners, members of its administrative and advisory boards, staff and consultants, who~~
 6 ~~have any family relationship by marriage or blood with a party to any agreement concerning real~~
 7 ~~property referred to in Subparagraph 7.3.3, immediately above, or who have any present or future~~
 8 ~~financial interest in such person's business, whether the entity concerned is a corporation or~~
 9 ~~partnership. Such listing shall also include the full names of all of CONTRACTOR's officers,~~
 10 ~~directors, partners and those holding a financial interest. Included are members of its advisory~~
 11 ~~boards, members of its staff and consultants, who have any family relationship by marriage or~~
 12 ~~blood to an officer, director, or stockholder of the corporation or to any partner of the partnership.~~
 13 ~~In preparing the latter listing, CONTRACTOR shall also indicate the names of the officers,~~
 14 ~~directors, stockholders, or partner(s), as appropriate, and the family relationship which exists~~
 15 ~~between such person(s) and CONTRACTOR's representatives listed.~~

16 ~~7.3.5 — True and correct copies of all agreements with respect to any such real~~
 17 ~~property shall be appended to the affidavit described above and made a part thereof. If, during the~~
 18 ~~term of this Agreement, there is a change in the agreement(s) with respect to real property where~~
 19 ~~persons receive services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,~~
 20 ~~describing such changes.~~

21 ///

22 8.3 Name Change

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

28 8-9. NON-DISCRIMINATION

1 ~~8.1~~9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
2 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
3 services or benefits, assignment of accommodations, treatment, evaluation, employment of
4 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
5 ancestry, physical disability, mental disability, medical condition, genetic information, marital
6 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
7 status, or any other protected group, in accordance with the requirements of all applicable
8 ~~Federal~~federal or State laws.

9 ~~8.2~~ — ~~CONTRACTOR shall develop an Affirmative Action Program Plan which meets~~
10 ~~the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

11 ~~8.3~~9.2 CONTRACTOR shall furnish any and all information requested by
12 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
13 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
14 ~~8~~9 et seq.

15 9.3 Non-Discrimination in Employment

16 ~~8.3.1~~9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled
17 "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented
18 in Department of Labor regulations (Title 41 CFR Part 60).

19 ~~8.4~~ — ~~Non-Discrimination in Employment:~~

20 ~~8.4.1~~9.3.2 All solicitations or advertisements for employees placed by or on
21 behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for
22 employment without regard to race, religious creed, color, national origin, ancestry, physical
23 disability, mental disability, medical condition, genetic information, marital status, sex, gender,
24 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other
25 protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws.
26 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous
27 place for employees and job applicants.

28 ~~8.4.2~~9.3.3 CONTRACTOR shall refer any and all employees desirous of filing

1 a formal discrimination complaint to:

2 _____ California Department of ~~Social Services~~ Fair Employment

3 ~~Public Inquiry and Response Bureau~~

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

5 ~~Sacramento~~ _____ 2218 Kausen Drive, Suite 100

6 _____ Elk Grove, CA 94244-2430 95758

7 Telephone: (800) ~~952-5253~~ 884-1684

8 _____ (800) ~~952-8349 (For the hard of hearing)~~ 700-2320

9 (TTY)

10 ~~8.5.9.4~~ 8.5.9.4.1 Non-Discrimination in Service Delivery:

11 ~~8.5.19.4.1~~ _____ CONTRACTOR shall comply with Titles VI and VII of the Civil
 12 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the
 13 Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
 14 particular ~~Section 7~~ CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
 15 amended; California Civil Code Section 51 et seq., as amended; California Government Code
 16 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) ~~(1)~~, (i), and (j); CGC
 17 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; ~~Title 24,~~
 18 ~~CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-
 19 7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other
 20 applicable ~~Federal~~ federal and State laws, as well as their implementing regulations (including Title
 21 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law
 22 pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each
 23 may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative
 24 methods or procedures which would have a discriminatory effect or which would violate the CDSS
 25 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
 26 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in
 27 accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the
 28 issue may be referred to the appropriate ~~Federal~~ federal agency for further compliance action and

1 enforcement of Subparagraph 9.4 et seq.

2 ~~8.5.2.1~~9.4.2 CONTRACTOR shall provide any and all clients desirous of filing
3 a formal complaint any and all information as appropriate:

4 ~~8.5.2.1~~9.4.2.1 Pamphlet: “Your Rights Under California Welfare
5 Programs” (PUB 13)

6 ~~8.5.2.2~~9.4.2.2 Discrimination Complaint Form

7 ~~8.5.2.3~~9.4.2.3 Civil Rights Contacts:

8 County Civil Rights Contact:

9 Orange County Social Services Agency

10 Program Integrity

11 Attn: Civil Rights Coordinator

12 P.O. Box 22001

13 Santa Ana, CA 92702-2001

14 Telephone: (714) 438-8877

15 State Civil Rights Contact:

16 California Department of Social Services

17 Civil Rights Bureau

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

19 Sacramento, CA 94244-2430

20 Federal Civil Rights Contact:

21 U.S. Department of Health and Human Services

22 Office of Civil Rights

23 50 U.N. Plaza, Room 322

24 San Francisco, CA 94102

25 9.4.3 The following websites provide Civil Rights information, publications
26 and/or forms:

27 ///

28 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>

.pdf (Pub 470 - Your rights Under Adult Protective Services)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (SSA Contractor and Vendor Compliance page)

9.10. NOTICES

~~9.10.1~~ All notices, requests, claims, correspondence, reports, ~~and/or~~ statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
~~Contract~~Contracts and Procurement Services
500 N. State College Blvd., Suite 100
Orange, CA ~~92868-1600~~

CONTRACTOR: Oak View Family Resource Center
c/o Children’s Bureau of Southern California
~~50 S. Anaheim Blvd., Suite 241~~
~~Anaheim~~ 1910 Magnolia Ave.
Los Angeles, CA ~~92805-2900~~90007

~~9.210.2~~ 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 communications, including notices, requests, 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~~The parties each may ~~mutually agree~~designate by written notice from time to time, in the manner aforesaid, any change in the ~~addresses~~address to which notices ~~are sent. This agreement~~ must be in writingsent.

10.11. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that

1 any actual or potential situation is delaying or threatens to delay the timely performance of this
 2 Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant
 3 information with respect thereto, to the other party.

4 ~~11.~~12. INDEMNIFICATION

5 ~~11.1~~12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
 6 writing by COUNTY, and hold U.S. Department of Health and Human Services, the State,
 7 COUNTY, and their elected and appointed officials, officers, employees, agents, and those special
 8 districts and agencies which COUNTY's Board of Supervisors acts as the governing Board
 9 ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or
 10 nature, including, but not limited to, personal injury or property damage, arising from or related to
 11 the services, products, or other performance provided by CONTRACTOR pursuant to this
 12 Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of
 13 competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY
 14 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as
 15 determined by the court. Neither party shall request a jury apportionment.

16 ~~12.~~13. INSURANCE

17 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
 18 purchase all required insurance at CONTRACTOR's expense ~~and to deposit with~~
 19 ~~ADMINISTRATOR Certificates of Insurance~~, including all endorsements required herein,
 20 necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied
 21 with, ~~and~~ CONTRACTOR agrees to keep such insurance coverage ~~and the certificates therefore,~~
 22 Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire
 23 term of this Agreement. ~~CONTRACTOR~~ In addition, all subcontractors performing work on
 24 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same
 25 terms and conditions as set forth herein for CONTRACTOR.

26 ~~12.1~~13.2 CONTRACTOR shall ensure that all subcontractors performing work on
 27 behalf of ~~Contractor~~CONTRACTOR pursuant to this Agreement shall be covered under
 28 ~~Contractor's~~CONTRACTOR's insurance as an Additional Insured or maintain insurance subject

1 to the same terms and conditions as set forth herein for ~~Contractor~~CONTRACTOR.
 2 CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level
 3 of coverage required by ~~County~~COUNTY from ~~Contractor~~CONTRACTOR under this Agreement.
 4 It is the obligation of ~~Contractor~~CONTRACTOR to provide notice of the insurance requirements
 5 to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to
 6 begin work. Such proof of insurance must be maintained by ~~Contractor~~CONTRACTOR through
 7 the entirety of this Agreement for inspection by ~~County~~COUNTY representative(s) at any
 8 reasonable time.

9 ~~12.2 — CONTRACTOR shall ensure that all subcontractors performing work on behalf of~~
 10 ~~CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and~~
 11 ~~conditions as set forth herein for CONTRACTOR.~~

12 ~~12.3~~13.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on
 13 the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of~~
 14 ~~Insurance with a zero (0) by the appropriate line of coverage.~~ Any self-insured retention (SIR or
 15 deductible) in an amount in excess of ~~\$25~~fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile~~
 16 ~~liability);~~) shall specifically be approved by the ~~County Executive Office (CEO)/Office of~~
 17 COUNTY's Risk Management Manager, or designee, upon review of CONTRACTOR's current
 18 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to,
 19 and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the
 20 following:

21 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
 22 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
 23 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
 24 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
 25 same; and

26 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
 27 irrespective of any duty to indemnify or hold harmless; and

28 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any

1 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
 2 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
 3 insured.

4 ~~12.4~~13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
 5 the full term of this Agreement, COUNTY may terminate this Agreement.

6 ~~12.5~~13.5 Qualified Insurer:

7 ~~12.5.1~~13.5.1 The policy or policies of insurance ~~required herein~~ must be issued
 8 by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size
 9 Category as determined by the most current edition of the Best's Key Rating Guide/Property-
 10 Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be
 11 licensed to do business in the state of California (California Admitted Carrier).

12 ~~12.6~~13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
 13 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
 14 the company's performance and financial ~~rating-ratings~~.

15 ~~12.7~~13.7 The policy or policies of insurance maintained by CONTRACTOR shall
 16 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

17 ~~12.8~~13.8 Required Coverage Forms:

18 ~~12.8.1~~13.8.1 Commercial General Liability coverage shall be written on

1 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage
2 at least as broad.

3 ~~12.8.2~~13.8.2 Business Auto Liability coverage shall be written on ISO form CA
4 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

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7 ~~12.9~~13.9 Required Endorsements:

8 ~~12.9.1~~13.9.1 Commercial General Liability policy shall contain the following
9 endorsements, which shall accompany the Certificate of Insurance:

10 ~~12.9.1.1~~13.9.1.1 An Additional Insured endorsement using ISO form
11 CG ~~2010 or CG-2033~~20 26 04 13, or a form at least as broad, naming the County of Orange, its
12 elected and appointed officials, officers, agents and employees, ~~agents~~ as Additional Insureds or
13 provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

14 ~~12.9.1.2~~13.9.1.2 A primary non-contributing endorsement using ISO
15 form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is
16 primary and any insurance or self-insurance maintained by the County of Orange shall be excess
17 and non-contributing.

18 13.10 The Workers' Compensation policy shall contain a waiver of subrogation
19 endorsement waiving all rights of subrogation against the County of Orange, its elected and
20 appointed officials, officers, agents and employees or provide blanket coverage, which will state
21 AS REQUIRED BY WRITTEN CONTRACT.

22 ~~12.10~~13.11 All insurance policies required by this Agreement shall waive all rights of
23 subrogation against the County of Orange, its elected and appointed officials, officers, agents, and
24 employees when acting within the scope of their appointment or employment.

25 ~~12.11~~13.12 CONTRACTOR shall notify ~~County~~COUNTY in writing within thirty (30)
26 days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy
27 of the cancellation notice to ~~County~~COUNTY. Failure to provide written notice of cancellation
28 may constitute a material breach of the contract, upon which the ~~County~~COUNTY may suspend

1 or terminate this Agreement.

2 ~~12.12~~13.13 If CONTRACTOR's Professional Liability policy is a "claims made"
3 policy, CONTRACTOR shall agree to maintain ~~professional liability~~Professional Liability
4 coverage for two (2) years following completion of this Agreement.

5 ~~12.13~~13.14 The Commercial General Liability policy shall contain a severability of
6 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001
7 policy).

8 ~~12.14~~13.15 Insurance certificates should be mailed to COUNTY at the address
9 indicated in Paragraph 10 of this Agreement.

10 ~~12.15~~13.16 If CONTRACTOR fails to provide the insurance certificates and
11 endorsements within seven (7) days of notification by CEO/County Procurement Office or
12 ADMINISTRATOR, award may be made to the next qualified proponent.

13 ~~12.16~~13.17 COUNTY expressly retains the right to require CONTRACTOR to increase
14 or decrease insurance of any of the above insurance types throughout the term of this Agreement.
15 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
16 appropriate to adequately protect COUNTY.

17 ~~12.17~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
18 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of
19 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of
20 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,
21 and COUNTY shall be entitled to all legal remedies.

22 ~~12.18~~13.19 The procuring of such required policy or policies of insurance shall not be
23 construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification
24 provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage
25 and limits available from the insurer.

26 13.14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

1 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
 2 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
 3 under this Agreement. While CONTRACTOR is required to provide this information without
 4 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
 5 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

6 ~~13.1~~14.2 Any accident or incident relating to services performed under this
 7 Agreement ~~which~~that involves injury or property damage which may result in the filing of a claim
 8 or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within~~
 9 ~~twenty four (24) hours of occurrence.~~

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13 ~~13.2~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from
 14 or ~~related~~relating to services performed by CONTRACTOR under this Agreement. ~~Such report~~
 15 ~~shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

16 ~~13.3~~14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY
 17 property. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~
 18 ~~occurrence.~~

19 14.5 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of
 20 COUNTY property, monies, or securities entrusted to CONTRACTOR under the term of this
 21 Agreement. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~
 22 ~~occurrence~~

23 ~~13.4~~14.6 Any Notice of Contract Breach, or equivalent, received from any entity for
 24 whom CONTRACTOR is providing the same or similar services, under a written agreement,
 25 regardless of service location or jurisdiction.

26 14.15. CONFLICT OF INTEREST

27 ~~14.1~~ CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
 28 or conditions that could result in a conflict with ~~the best~~COUNTY interests ~~of COUNTY. This.~~

1 In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees,
 2 agents, ~~relatives, and~~ subcontractors, ~~and third parties~~ associated with ~~accomplishing the work~~
 3 ~~hereunder.~~

4 ~~14.215.1~~ provision of goods and services provided under this Agreement. The
 5 CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to~~
 6 ~~prevent~~ rules and procedures preventing its employees ~~or,~~ agents, and subcontractors from ~~making,~~
 7 ~~receiving,~~ providing, or offering gifts, entertainment, payments, loans, or other considerations
 8 which could be deemed to influence or appear to influence ~~individuals to act contrary to~~ COUNTY
 9 staff or elected officers in the ~~best interests~~ performance of ~~COUNTY~~ their duties.

10 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
 11 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
 12 Agreement performance. While CONTRACTOR will be required to provide this information
 13 without prompting from COUNTY any time there is a change regarding conflict of interest,
 14 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

15 ~~15.16.~~ ANTI-PROSELYTISM PROVISION

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

20 ##

21 ~~16.17.~~ SUPPLANTING GOVERNMENT FUNDS

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

1 without prior written approval of ADMINISTRATOR.

2 ~~17.18.~~ 18. EQUIPMENT

3 ~~17.1~~18.1 All items purchased with funds provided under this Agreement, or which
4 are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five
5 thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all
6 Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of
7 Capital Equipment is limited to the performance of this Agreement. Upon the termination of this
8 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
9 COUNTY or its representatives, or dispose of them in accordance with the directions of
10 ADMINISTRATOR.

11 CONTRACTOR further agrees to the following:

12 ~~17.1.1~~18.1.1 To maintain all items of Capital Equipment in good working order
13 and condition, normal wear and tear excepted.

14 ~~17.1.2~~18.1.2 To label all items of Capital Equipment, do periodic inventories as
15 required by ADMINISTRATOR, and to maintain an inventory list showing where and how the
16 Capital Equipment is being used, in accordance with procedures developed by
17 ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days
18 of any request therefore.

19 ~~17.1.3~~18.1.3 To report in writing to ADMINISTRATOR immediately after
20 discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law
21 enforcement agency must be contacted and a copy of the police report submitted to
22 ADMINISTRATOR.

23 ~~17.1.4~~18.1.4 To purchase a policy or policies of insurance covering loss or
24 damage to any and all Capital Equipment purchased under this Agreement, in the amount of the
25 full replacement value thereof, providing protection against the classification of fire, extended
26 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
27 parties' interests as they appear.

28 ~~17.2~~18.2 The purchase of any Capital Equipment by CONTRACTOR shall be

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

6 ~~17.3~~18.3 ~~Personal Computer Equipment:~~

7 No ~~personal~~ computers and/or personal electronic devices, such as tablets, ~~smart~~
 8 ~~phones,~~ and laptop computers, or any component thereof, may be purchased with funds provided
 9 under this Agreement, regardless of purchase price, without prior written approval of
 10 ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by
 11 ADMINISTRATOR, be subject to the same inventory control conditions specified in
 12 Subparagraphs 18.1.1 to 18.1.4, and, at the sole discretion of ADMINISTRATOR, become the
 13 property of COUNTY upon termination of this Agreement.

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16 ~~18.19.~~ BREACH SANCTIONS

17 ~~18.1~~19.1 Failure by CONTRACTOR to comply with any of the provisions,
 18 covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such
 19 event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies
 20 available at law, in equity, or otherwise specified in this Agreement:

21 ~~18.1.1~~19.1.1 Afford CONTRACTOR a time period within which to cure the
 22 breach, which period shall be established by ADMINISTRATOR; and/or

23 ~~18.1.2~~19.1.2 Discontinue reimbursement to CONTRACTOR for and during the
 24 period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later
 25 recovery; and/or

26 ~~18.1.3~~19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid
 27 by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

28 ~~18.2~~19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action

1 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

2 19.20. DESIGNATED LEAD AGENCY

3 ~~19.120.1~~ ~~Each of the Contractor Partner Agencies agrees that~~ Children's Bureau of
 4 Southern California (~~CB~~Children's Bureau) shall serve as the designated lead agent ~~on behalf of~~
 5 ~~the CONTRACTOR,~~ with authority to present claims to COUNTY ~~on behalf of each of the~~
 6 ~~Contractor Partner Agencies~~ for services delivered ~~by each of them~~ pursuant to this Agreement.
 7 As designated lead agent, ~~CB~~Children's Bureau, shall ~~receive the~~submit claims ~~from each of the~~
 8 ~~other Contractor Partner Agencies~~ on a monthly basis ~~and shall submit these claims, along with its~~
 9 ~~own monthly claim,~~ pursuant to Paragraph 2021 herein. Claims submitted to COUNTY by the
 10 designated lead agent shall clearly identify the services that were performed ~~by Contractor Partner~~
 11 ~~Agencies.~~ Any and all payments to be made by COUNTY pursuant to this Agreement shall be
 12 made payable to the designated lead agent. ~~The designated lead agent shall thereafter disburse~~
 13 ~~payment as appropriate to the Contractor Partner Agencies.~~ ~~Each of the Contractor Partner~~
 14 ~~Agencies agrees that COUNTY's disbursement of payment to the designated lead agent shall~~
 15 ~~satisfy COUNTY's payment obligation under this Agreement.~~

16 19.220.2 As the designated lead ~~Agency, CB~~agent, Children's Bureau shall also be
 17 responsible for activities that include but are not limited to the following:

18 ~~19.2.1~~20.2.1 Oversight of FRC services;

19 ~~19.2.2~~20.2.2 Employment and supervision of the FRC Coordinator;

20 ~~20.2.3~~ Facilitating established meetings for Employment and/or oversight of the
 21 Information and Referral Specialist;

22 20.2.4 Employment and/or oversight of the Community Engagement Coordinator;

23 ~~19.2.3~~20.2.5 Establishing and facilitating a monthly FRC meeting with
 24 Contractor Partner Agencies and ~~generating meeting~~ensuring meetings minutes are documented;

25 ~~19.2.4~~20.2.6 Coordinating ~~a minimum of~~ weekly ~~case management~~Case
 26 Management Team (CMT) meetings;

27 ~~19.2.5~~20.2.7 Collecting and maintaining ~~complete~~all invoice documentation ~~for~~
 28 ~~invoices from Contractor Partner Agencies;~~

1 ~~19.2.6~~20.2.8 Overseeing the collection, maintenance, and management of all
2 FRC data, including outcome measurements ~~from Contractor Partner Agencies;~~

3 20.2.9 Maintaining the integrity of the Families and Communities Together
4 (FaCT) database and other reports, as necessary;

5 ~~19.2.7~~20.2.10 Generating monthly reports (i.e., Service Grids) and other reports
6 as requested, in accordance with Paragraph ~~38~~37 of this Agreement and ~~Exhibit~~ Paragraph ~~99~~ of
7 Exhibit A for submission to COUNTY;

8 ~~19.2.8 — Reimbursing FaCT funded Contractor Partner Agencies for FaCT-~~
9 ~~funded services rendered prior~~ Overseeing and submitting to invoicing the COUNTY;

10 ~~19.2.9~~20.2.11 Generating budget/contract modification requests on ~~the FRC's~~
11 behalf ~~for submission to COUNTY~~ of the FRC;

12 ~~19.2.10~~20.2.12 ~~Collecting information from Contractor Partner Agencies~~
13 ~~and generating~~ Producing, distributing, and maintaining a current, monthly FaCT FRC
14 event/activity calendar as directed by ADMINISTRATOR;

15 ~~19.2.11~~20.2.13 Coordinating FRC sustainability efforts referenced in
16 Paragraph 12 of Exhibit “A”, Subparagraph 11 of this Agreement;

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18 ##

19 ~~19.2.12~~20.2.14 Ensuring all Contractor Partner Agencies FaCT funded
20 subcontractor(s) are current on required documentation (e.g., insurance certificates, copies of
21 resumes/applications, independent audits);

22 ~~19.2.13~~20.2.15 Ensuring all Nonnon-FaCT Funded Patner Agency funded
23 partner agency(ies) have a current agreement with the FRC and provide copies of agreements to
24 COUNTY upon request;

25 ~~19.2.14~~20.2.16 Facilitating collaborative activities, services, and programs
26 to ensure effective service delivery;

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

20.2.17 Submitting Special Incident Reports to the COUNTY; and

~~19.2.16~~ Attending required FaCT meetings and mandatory trainings; and

~~19.2.17~~ 20.2.18 Maintaining the integrity of the FaCT database and other reports as necessary.

20.21. PAYMENTS

~~20.1~~ 21.1 Maximum Contractual Obligation:

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$2,806,240~~ 1,050,000, or actual allowable costs, whichever is less. The estimated annual amount ~~of \$561,248~~ for each twelve (12) month period is as follows:

21.1.1 Year One: \$350,000 for July 1, ~~2015~~ 2020 through June 30, ~~2016; the amount of \$561,248~~ 2021;

21.1.2 Year Two: \$350,000 for July 1, ~~2016~~ 2021 through June 30, ~~2017; the amount of \$561,248~~ 2022; and

~~20.1~~ 21.1.3 Year Three: \$350,000 for July 1, ~~2017~~ 2022 through June 30, ~~2018; the amount of \$561,248 for July 1, 2018 through June 30, 2019; and the amount of \$561,248 for July 1, 2019 through June 30, 2020 or actual allowable costs, whichever is less~~ 2023.

~~20.2~~ 21.2 Allowable Costs:

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in ~~OMB Circular A-122~~ Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for ~~the months of May and June in 2016, 2017, 2018, 2019, and 2020~~ June 2021, during the month of such anticipated expenditure.

~~20.3~~ 21.3 Claims:

~~20.3.1~~ 21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend

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

5 ~~20.3.3~~21.3.2 All claims must be submitted on a form approved by
 6 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
 7 source documents with the monthly claim, including, inter alia, a monthly statement of services,
 8 general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving
 9 records, some of which may be required to be copied. Source documents that CONTRACTOR
 10 must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller.
 11 CONTRACTOR shall retain all financial records in accordance with Paragraph 26 ~~(Records,~~
 12 ~~Inspections, and Audits)~~ of this Agreement.

13 ~~20.3.3~~21.3.3 Payments should be released by COUNTY within a reasonable time
 14 period of approximately thirty (30) days after receipt of a correctly completed claim form and
 15 required supporting documentation.

16 ~~20.3.4~~21.3.4 Year-End and Final Claims:

17 ~~20.3.4.1~~21.3.4.1 CONTRACTOR shall submit a final claim for each
 18 COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated
 19 in Paragraph ~~1,~~1 of this Agreement, by no later than August 30th of each corresponding COUNTY
 20 fiscal year.- Claims received after August 30th of each corresponding COUNTY fiscal year may,
 21 at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the
 22 date ~~that~~upon which the final claim per each COUNTY fiscal year must be received, upon written
 23 notice to CONTRACTOR.

24 ~~20.3.4.2~~21.3.4.2 The basis for final settlement shall be the actual
 25 allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122 or 482~~CFR-Section 31.2, as
 26 ~~applicable, Part 200~~, incurred and paid by CONTRACTOR pursuant to this Agreement; limited,
 27 however, to the maximum obligation of COUNTY. In the event that any overpayment has been
 28 made, COUNTY may offset the amount of the overpayment against the final payment. In the

1 event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums
2 within five (5) 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.~~22. 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 accordance with
7 any applicable regulations and/or policies in effect during the term of this Agreement, or as
8 established by COUNTY procedure. Any overpayments made by COUNTY which result from a
9 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to
10 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment
11 within thirty (30) days after the date of the final audit findings report and prior to any
12 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected
13 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
14 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
15 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this
16 Paragraph.

17 ~~22.~~23. OUTSTANDING DEBT

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

21 ~~23.~~24. FINAL REPORT

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

27 ~~24.~~25. INDEPENDENT AUDIT

28 ~~24.~~25.1 CONTRACTOR shall employ a licensed certified public accountant who

1 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related
 2 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
 3 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
 4 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
 5 the ~~OMB Circular A-133, Audits~~ forementioned regulations for any year covered during the term
 6 ~~of States, Local Governments and Non-Profit Organizations.~~ this Agreement, CONTRACTOR
 7 shall provide ADMINISTRATOR an Independent Auditor’s Report of CONTRACTOR’s
 8 financial statements. The audit must be performed in accordance with generally accepted
 9 government auditing standards ~~and OMB Circular A-122.~~ CONTRACTOR shall cooperate with
 10 COUNTY, State, and/or ~~Federal~~ federal agencies to ensure that corrective action is taken within
 11 six (6) months after issuance of all audit reports with regard to audit exceptions.

12 ~~24.2~~—It is mutually understood that CONTRACTOR’s yearly fiscal cycle covers July 1
 13 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide
 14 audits for each of the fiscal cycles corresponding with the term of this Agreement.
 15 CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR’s
 16 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for
 17 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
 18 CONTRACTOR until such time ~~—##~~

19 ~~24.3~~25.2 as the required audit(s) are provided to ADMINISTRATOR.
 20 ADMINISTRATOR may modify CONTRACTOR’s audit submission deadline upon notice to
 21 CONTRACTOR.

22 ~~25.~~26. RECORDS, INSPECTIONS, AND AUDITS

23 ~~25.1~~26.1 Financial Records:

24 ~~25.1.1~~26.1.1 CONTRACTOR shall prepare and maintain accurate and complete
 25 financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five
 26 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
 27 State, and ~~Federal~~ federal audits are completed, whichever is later.

28 ~~25.1.2~~26.1.2 CONTRACTOR shall establish and maintain reasonable

1 accounting, internal control, and financial reporting standards in conformity with generally
 2 accepted accounting principles established by the American Institute of Certified Public
 3 Accountants and to the satisfaction of ADMINISTRATOR.

4 ~~25.2.2~~ 26.2 Client Records:

5 ~~25.2.1~~ 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete
 6 records of clients served and dates and type of services provided under the terms of this Agreement
 7 in a form acceptable to ADMINISTRATOR.

8 ~~25.2.2~~ 26.2.2 ~~All client records related to services~~ CONTRACTOR shall keep all
 9 COUNTY data provided ~~under~~ to CONTRACTOR during the ~~term~~ term(s) of this Agreement ~~shall~~
 10 ~~be retained by CONTRACTOR~~ for a minimum of five (5) years from the date of final payment
 11 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are
 12 completed, whichever is later. These records shall be stored in Orange County, unless
 13 CONTRACTOR requests and COUNTY provides written approval for the right to store the
 14 records in another county. Notwithstanding anything to the contrary, upon termination of this
 15 Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~ COUNTY data
 16 to COUNTY in accordance with Subparagraph ~~43.2.42.2~~ of this Agreement.

17 ~~25.2.3~~ 26.2.3 COUNTY may refuse payment for a claim if client records are
 18 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined
 19 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment
 20 as an overpayment within the provisions of this Agreement.

21 ~~25.3~~ 26.3 Public Records:

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

26 ~~25.4~~ 26.4 Inspections and Audits:

27 ~~25.4.1~~ 26.4.1 The U.S. Department of Health and Human Services, Comptroller
 28 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,

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

~~25.4.2~~26.4.2 CONTRACTOR shall make its books and ~~financial~~ records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

~~25.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and financial records ~~available~~ within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and ~~financial~~ records.

~~##~~

~~25.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal ~~government~~Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

~~25.5~~26.5 Evaluation Studies:

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

~~26.27.~~ PERSONNEL DISCLOSURE

27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 15 of Exhibit A (hereinafter referred to as "Personnel").

~~26.1~~27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications.

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

3 ~~26.1.1~~27.2.1 Names and dates of birth of all ~~full or part-time personnel~~Personnel
 4 by title, ~~including volunteer personnel~~, whose direct services are required to provide the programs
 5 described herein;

6 ~~26.1.2~~27.2.2 A brief description of the functions of each position and the hours
 7 each person works each week; or for part-time ~~personnel~~Personnel, each day or month, as
 8 appropriate;

9 ~~26.1.3~~27.2.3 The professional degree, if applicable, and experience required for
 10 each position; and

11 ~~26.1.4~~27.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

12 ~~26.2~~27.3 ~~CONTRACTOR's employment applications shall~~ Where authorized by
 13 law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall
 14 require ~~applicants~~prospective Personnel to provide detailed information regarding the conviction
 15 of a crime, by any court, for offenses other than minor traffic offenses. Information ~~not disclosed~~
 16 ~~in the employment application~~ discovered subsequent to the hiring or promotion of any
 17 ~~applicant~~prospective Personnel shall be cause for termination ~~of that employee~~ from the
 18 performance of services under this Agreement.

19 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
 20 a clearance on the following public websites of the names and dates of birth for all Personnel who
 21 will have direct, interactive contact with clients served through this Agreement: U.S. Department
 22 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
 23 Registry (www.meganslaw.ca.gov).

24 ~~26.3~~27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 25 COUNTY, a criminal record background check on all Personnel who will have direct, interactive
 26 contact with clients served through this Agreement. Background checks ~~on all employees and/or~~
 27 ~~volunteers who will provide services under this Agreement.~~ conducted through the California
 28 Department of Justice shall include a check of the California Central Child Abuse Index, when

1 applicable. Candidates will satisfy background checks consistent with ~~and comparable to those~~
2 ~~required for COUNTY employees~~this Paragraph and their performance of services under this
3 Agreement.

4 27.6 CONTRACTOR shall ensure that clearances and background checks described in
5 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing
6 services under this Agreement.

7 27.7 In the event a record is revealed through the processes described in Subparagraphs
8 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
9 Personnel providing services through this Agreement.

10 ~~26.4~~27.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~Personnel
11 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work
12 records and/or reference checks indicating their ability to perform the required duties and accept
13 the kind of responsibility anticipated under this Agreement. ~~CONTRACTOR shall maintain~~
14 records of background investigations and reference checks undertaken and coordinated by
15 CONTRACTOR for ~~each employee and/or volunteer~~Personnel assigned to provide services under
16 this Agreement, for a minimum of five (5) years from the date of final payment under this
17 Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed,
18 whichever is later, in compliance with all applicable laws.

19 ~~26.5~~27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning
20 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid~~
21 ~~employee and/or volunteer staff~~Personnel performing services under this Agreement, when such
22 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether
23 such ~~employee and/or volunteer~~Personnel may continue to provide services under this Agreement
24 and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's
25 failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this
26 Agreement, pursuant to Paragraph 19 above.

27 ~~26.6~~27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
28 ~~staff~~Personnel performing work hereunder, and any proposed changes in CONTRACTOR's

1 ~~staff~~Personnel.

2 ~~26.7~~27.11 COUNTY shall have the right to require CONTRACTOR to remove any
3 ~~employee~~Personnel from the performance of services under this Agreement. At the request of
4 COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~Personnel.

5 ~~26.8~~27.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~Personnel
6 is terminated for cause from working on this Agreement.

7 ~~26.9~~27.13 Disqualification, if any, of CONTRACTOR ~~staff~~Personnel, pursuant to this
8 Paragraph ~~26,27~~ shall not relieve CONTRACTOR of its obligation to complete all work in
9 accordance with the terms and conditions of this Agreement.

10 ~~27.28.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

26 ~~28.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

27 ~~28.1~~ ~~In order to comply with child support enforcement requirements of COUNTY,~~
28 ~~CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of~~

1 ~~this Agreement:~~

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

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

8 ~~(c) a certification that CONTRACTOR has fully complied with all applicable Federal~~
9 ~~and State reporting requirements regarding its employees; and~~

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

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

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

22 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 subcontractors, and all other individuals performing services under this Agreement to sign a
 2 statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
 3 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
 4 forth in Section 15630 of the WIC, and ~~will~~shall comply with the provisions of these code sections,
 5 as they now exist or as they may hereafter be amended.

6 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
 7 LAW

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

13 31. CONFIDENTIALITY

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

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

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

5 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors,
6 ~~volunteers and partners~~ and all other individuals performing services under this Agreement of this
7 provision and that any person violating the provisions of said ~~State~~ California state law may be
8 guilty of a crime.

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

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

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

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

23 32. SECURITY

24 32.1 Security Requirements

25 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
26 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
27 confidentiality that currently exists or exists at any time during the term of this Agreement.
28 CONTRACTOR represents and warrants that it has implemented and will maintain during the

1 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
2 private and confidential client information, to protect against anticipated threats to the security or
3 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
4 use of COUNTY data. Such safeguards and controls shall include at a minimum:

5 32.1.1.1 Storage of confidential paper files that ensures records are
6 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

7 32.1.1.2 Control of access to physical and electronic records to ensure
8 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
9 services.

10 32.1.1.3 Control to prevent unauthorized access and to prevent
11 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

12 32.1.1.4 Firewall protection.

13 32.1.1.5 Use of encryption methods of electronic COUNTY data while
14 in transit from CONTRACTOR networks to external networks, when applicable.

15 32.1.1.6 Measures to securely store all COUNTY data, including, but not
16 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
17 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
18 CONTRACTOR further represents and warrants that it has implemented and will maintain during
19 the term of this Agreement administrative, technical, and physical safeguards and controls
20 consistent with State and federal security requirements.

21 32.2 Security Breach Notification

22 32.2.1 CONTRACTOR shall have policies and procedures in place for the
23 effective management of Security Breaches, as defined below. In the event of any actual,
24 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
25 experiences or learns of that either compromises or could reasonably be expected to compromise
26 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security
27 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
28 notification, CONTRACTOR shall, at its own expense, immediately:

1 32.2.1.1 Investigate to determine the nature and extent of the Security
2 Breach.

3 32.2.1.2 Contain the incident by taking necessary action, including, but
4 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
5 security.

6 32.2.1.3 Report to COUNTY the nature of the Security Breach, the
7 COUNTY data used or disclosed, the person who made the unauthorized use or received the
8 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
9 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
10 take to prevent future similar unauthorized use or disclosure.

11 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
12 determine what actions are necessary in response to the Security Breach and who will perform
13 these actions. Actions may include, but are not limited to: notifications; investigation and
14 remediation costs, including notification of all whose personal information was disclosed; outside
15 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
16 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
17 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
18 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
19 required actions.

20 ~~32.33.~~ COPYRIGHT ACCESS

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

24 ~~33.34.~~ WAIVER

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

1 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,
2 condition, or agreement herein contained.

3 ~~34. PETTY CASH~~

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

6 35. SERVICES DURING EMERGENCY AND/OR DISASTER

7 35.1 CONTRACTOR acknowledges that service usage may surge during or after an
8 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
9 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
10 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
11 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
12 described above may require resources or support beyond the local government's capability and
13 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
14 council, County Board of Supervisors, or State) and may be declared at the federal level by the
15 President of the United States.

16 35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
17 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY
18 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
19 include, but are not limited to: providing services at different location(s); assigning staff to work
20 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents
21 (FTEs); reassigning staff to an assignment in which their experience or skill is needed; and
22 prioritizing services for staff as requested by COUNTY.

23 35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
24 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.

25 ///

26 ~~35.36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA~~

27 ~~36.1 Information and solicitations, prepared and released by CONTRACTOR,~~
28 ~~concerning the services provided under this Agreement shall state~~ COUNTY owns all rights to the

1 name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos,
 2 or symbols for any purpose, including commercial advertisement, promotional purposes,
 3 announcements, displays, or press releases, without COUNTY's prior written consent is expressly
 4 prohibited.

5 36.2 CONTRACTOR may develop and publish information related to this Agreement
 6 where all of the following conditions are satisfied:

7 36.2.1 ADMINISTRATOR provides its written approval of the content and
 8 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
 9 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

10 ~~35.1.1~~ 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information
 11 includes a statement that the program, wholly or in part, is funded through ~~COUNTY~~ County, State,
 12 and Federal ~~government~~ Government funds.;

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

18 ~~35.2.1 CONTRACTOR shall develop all publicity material in a professional~~
 19 ~~manner; and~~

20 ~~35.2.2 During the term of this Agreement, CONTRACTOR shall not, and shall~~
 21 ~~not authorize another to, publish or disseminate any commercial advertisements, press releases,~~
 22 ~~feature articles, or other materials using the name of COUNTY without the prior written consent~~
 23 ~~of COUNTY. COUNTY shall not unreasonably withhold written consent.~~

24 ~~36. COUNTY RESPONSIBILITIES~~

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

27 ~~37. REFERRALS~~

28 ~~37.1 CONTRACTOR shall provide services to individuals referred by~~

~~ADMINISTRATOR.~~

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

36.2.3.1 Any commercial product or service; and

36.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

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

~~38.37. REPORTS~~

~~38.1~~37.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

~~38.2~~37.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs, or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

~~39.38. ENERGY EFFICIENCY STANDARDS~~

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

~~40.39. ENVIRONMENTAL PROTECTION STANDARDS~~

CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act [Title 42 USC Section ~~1857(h)~~], ~~Section 508 of~~ 7401 et seq., the Clean Water Act (Title 33 USC Section

1 ~~1368~~, 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter
 2 referred to as “EPA,” regulations (Title 40 CFR ~~Part 15~~), as any may now exist or be hereafter
 3 amended. Under these laws and regulations, CONTRACTOR assures that:

4 ~~40.139.1~~ 40.139.1 No facility to be utilized in the performance of the proposed grant has been
 5 listed on the EPA List of Violating Facilities;

6 ~~40.239.2~~ 40.239.2 It will notify COUNTY prior to award of the receipt of any communication
 7 from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized
 8 for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

9 ~~40.339.3~~ 40.339.3 It will notify COUNTY and EPA about any known violation of the above
 10 laws and regulations.

11 ~~41.40.~~ 41.40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
 12 CERTAIN FEDERAL TRANSACTIONS

13 ~~41.140.1~~ 41.140.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
 14 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions
 15 set down by the ~~OMB~~ Office of Management and Budget (OMB) and published in the Federal
 16 Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
 17 regulations, it is mutually understood that any contract which utilizes ~~Federal~~ federal monies in
 18 excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form
 19 provided by ADMINISTRATOR that cites the following:

20 ##

21 ##

22 ##

23 ~~41.1.140.1.1~~ 41.1.140.1.1 A.—The definitions and prohibitions contained in the clause at
 24 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
 25 Transactions, included in this solicitation, are hereby incorporated by reference in ~~Paragraph~~
 26 ~~(B)~~ Subparagraph B of this certification.

27 ~~41.1.240.1.2~~ 41.1.240.1.2 B.—The offeror, by signing its offer, hereby certifies to the best
 28 of his or her knowledge and belief as of December 23, 1989, that

~~41.1.2.1~~40.1.2.1 No ~~Federal~~federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any ~~Federal~~federal contract, the making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any ~~Federal~~federal contract, grant, loan or cooperative agreement;

~~41.1.2.2~~40.1.2.2 If any funds other than ~~Federal~~federal appropriated funds (including profit or fee received under a covered ~~Federal~~federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

~~41.1.2.3~~40.1.2.3 He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

~~41.1.3~~40.1.3 ~~C.~~—Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

~~42.41.~~ POLITICAL ACTIVITY

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

~~43.42.~~ TERMINATION PROVISIONS

~~43.1~~42.1 ADMINISTRATOR may terminate this Agreement without penalty.

1 immediately with cause or after thirty (30) days written notice without cause, unless otherwise
 2 specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be
 3 ~~defined as~~limited, to any breach of contract, any partial misrepresentation ~~or whether negligent or~~
 4 willful, fraud on the part of CONTRACTOR~~-, discontinuance of the services for reasons within~~
 5 CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY
 6 ordinances unrelated to performance under this Agreement that, in the reasonable opinion of
 7 COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise
 8 by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all
 9 further obligations under this Agreement.

10 ~~43.242.2~~ 43.242.2 ~~Upon termination, or notice thereof,~~For ninety (90) calendar days prior to
 11 the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition
 12 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of
 13 service responsibilities, ~~active case records, and pertinent documents~~case records, and pertinent
 14 documents. The Transition Period may be modified as agreed upon in writing by the parties.
 15 During the Transition Period, service and data access shall continue to be made available to
 16 COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
 17 transitioning all data in the format determined by COUNTY.

18 42.3 In the event of termination of this Agreement, cessation of business by
 19 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
 20 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
 21 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
 22 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
 23 Agreement.

24 ~~43.342.4~~ 43.342.4 The obligations of COUNTY under this Agreement are contingent upon the
 25 availability of ~~Federal~~federal and/or State funds, as applicable, for the reimbursement of
 26 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
 27 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
 28 remains in effect or operation. In the event that such funding is terminated or reduced,

ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. ~~CONTRACTOR~~ shall immediately comply with ADMINISTRATOR’s decision.

~~43.4~~42.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall ~~not~~remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

~~44.~~43. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, ~~without reference to conflict of law provisions.~~ In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

~~45.~~44. SIGNATURE IN COUNTERPARTS

~~45.1~~44.1 The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

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

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

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

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

Dated: _____

Dated: _____

By: _____
— CAROL WILLIAMS
— EXECUTIVE DIRECTOR
— INTERVAL HOUSE

Dated: _____

By: _____
— GUSTAVO BALDERAS

~~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:

— SUPERINTENDENT
— ADMINISTRATIVE SERVICES
— OCEAN VIEW SCHOOL DISTRICT

By: _____
— ROBIN STIELER
— Interim Clerk of the Board
— Orange County, California

Dated: _____

Dated: _____

By: _____
— ELDON BABER
— EXECUTIVE DIRECTOR
— THE RAISE FOUNDATION

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
— LORRAYNE LEIGH BELHUMEUR,
Ph.D.
— CHIEF EXECUTIVE OFFICER
— WESTERN YOUTH SERVICES

By: _____
DEPUTY

Dated: _____

Dated: _____

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By: _____ By: _____
RON BROWN CHAIRWOMAN
PRESIDENT AND CEO OF THE BOARD OF SUPERVISORS
CHILDREN'S BUREAU OF COUNTY OF ORANGE, CALIFORNIA
SOUTHERN CALIFORNIA

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

~~Children's Bureau of Southern California~~

AND

~~INTERVAL HOUSE~~

AND

~~OCEAN VIEW SCHOOL DISTRICT~~

AND

~~THE RAISE FOUNDATION~~

AND

~~WESTERN YOUTH SERVICES~~

CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA

FOR THE PROVISION OF

~~SERVICES PROMOTING SAFE AND STABLE FAMILIES,~~

~~DIFFERENTIAL RESPONSE, AND FAMILY STABILIZATION~~ RESOURCE CENTER

SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide Family Resource Center (FRC) services ~~Promoting Safe and Stable Families~~, as contained in Paragraph 5 of this Exhibit, to: birth, kinship, blended, adoptive, and ~~foster families~~ Resource Families with children, ages birth ~~through~~ to eighteen (0-18) years, who are at risk ~~and/of~~ or are experiencing child abuse and/or neglect; families who are living in poverty or suffering economic ~~hardships~~ hardship, domestic violence, unemployment, teen pregnancy, and unhealthy parenting; families involved with and/or receiving child welfare services, ~~including families in the Family Reunification and/or adoption process; homeless~~

1 ~~families, unaccompanied homeless youth, and those at risk of homelessness;~~ non-minor
 2 dependents ages eighteen ~~through~~(18) to twenty-one (~~18-21~~), who are being served by child
 3 welfare or probation agencies and who are under the jurisdiction of the Orange County Juvenile
 4 Court; homeless families, unaccompanied homeless youth, and those families at-risk of
 5 homelessness; military families ~~(active and veteran);~~; and persons with disabilities. The
 6 population to be served as defined in this Paragraph shall hereinafter be referred to as
 7 “PARTICIPANTS” or “FAMILIES.”

8 1.2 CONTRACTOR shall provide ~~Family Resource Center (FRC)~~ services primarily
 9 to those PARTICIPANTS residing in the city of Huntington Beach and surrounding communities.

10 2. ~~CONTRACTOR shall provide~~ DEFINITIONS

11 2.1 ~~Community Engagement Advisory Committee (CEAC): A partnership of multiple~~
 12 agencies and community members that strive to achieve positive outcomes for the populations they
 13 serve and build an interdependent system to address issues and opportunities. Collaboratives also
 14 share resources and responsibilities to jointly plan, implement, and evaluate programs to achieve
 15 common goals.

16 1.3.2 ~~Differential Response (DR) services to PARTICIPANTS including: birth, kinship,~~
 17 ~~blended, adoptive, and foster~~); A concept that child safety is a responsibility shared by the family,
 18 community, and child welfare agencies. DR’s primary goal is to engage a greater number of
 19 families ~~with children birth to eighteen (0-18) years who in services within the community without~~
 20 bringing them into the child welfare system and reduce the recurrence of child maltreatment. DR
 21 services are ~~at risk for child~~ indicated when reported allegations meet statutory definitions of abuse
 22 and/or neglect ~~and who have been identified by Social Services Agency (yet an initial assessment~~
 23 made by SSA) Children and Family Services (CFS) ~~Division as~~ determines that with targeted
 24 services a family is likely to make needed changes to improve child safety.

25 1.4 ~~CONTRACTOR shall provide Family Stabilization (FS) services to~~
 26 PARTICIPANTS including California Work Opportunity and Responsibility to Kids
 27 (CalWORKs) program recipients who are experiencing an identified situation and/or crisis that is
 28 destabilizing the family and would interfere with the adult clients’ ability to participate in Welfare-

1 ~~to Work (WTW) activities and services.~~

2 ~~1.5 — CONTRACTOR shall provide DR and FS services to PARTICIPANTS residing in~~
3 ~~the following cities: Costa Mesa, Cypress, Fountain Valley, Huntington Beach, La Palma, Los~~
4 ~~Alamitos, Newport Beach, Rossmoor, Seal Beach, Stanton and surrounding unincorporated areas.~~

5 ~~2. — PSSF & CBCAP FUNDING REQUIREMENTS~~

6 ~~2.1 — CONTRACTOR shall provide services/activities as described in Paragraph 5 below~~
7 ~~to address one (1) or more of the seven (7) Promoting Safe and Stable Families (PSSF) outcomes~~
8 ~~as specified in Subparagraph 2.2 below, and addressing all four (4) of the PSSF service categories~~
9 ~~defined in Subparagraphs 2.3.1 through 2.3.4 below.~~

10 ~~2.2 — PSSF Outcomes: Services must meet a minimum of one (1) of the following PSSF~~
11 ~~outcomes:~~

12 ~~2.2.1 — Children are, first and foremost, protected from abuse and neglect.~~

13 ~~2.2.2 — Children are safely maintained in their own homes whenever possible~~
14 ~~and appropriate.~~

15 ~~2.2.3 — Children have permanency and stability in their living situations.~~

16 ~~2.2.4 — The continuity of family relationships and connections is preserved for~~
17 ~~children.~~

18 ~~2.2.5 — Families have enhanced capacity to provide for their children's needs.~~

19 ~~2.2.6 — Children receive appropriate services to meet educational needs.~~

20 ~~2.2.7 — Children receive adequate services to meet physical and mental health~~
21 ~~needs.~~

22 ~~2.3 — The four (4) PSSF service categories are as follows:~~

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

27 ~~2.3.2 — Family Support: Family Support services are primarily community-~~
28 ~~based preventive activities designed to alleviate stress and promote parental competencies and~~

1 behaviors that will increase the ability of families to successfully nurture their children; enable
2 families to use other resources and opportunities available in the community; and create supportive
3 networks to enhance child-rearing abilities of parents and help compensate for the increased social
4 isolation and vulnerability of families.

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

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

18 ~~2.4 — Unless specified otherwise, the services described below in Subparagraphs 5.1~~
19 ~~through 5.16 addresses each of the four (4) PSSF categories described above in Subparagraphs~~
20 ~~2.3.1 through 2.3.4.~~

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

28 ~~2.6 — ADMINISTRATOR may, in its sole discretion and upon written notice to~~

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

10 ~~2.7 — CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload~~
11 ~~standards as set forth in this Paragraph and as authorized by COUNTY, without reducing the level~~
12 ~~of service to be provided by CONTRACTOR. This agreement must be in writing.~~

13 2.3 Families and Communities Together (FaCT): A public-private partnership that
14 supports FRCs and provides program development and administration, funding, and training.
15 FaCT receives federal, State, and County funding, as well as volunteer, in-kind support, and private
16 donations.

17 2.4 Full-Time Equivalent (FTE): The amount of time (stated as a percentage) an hourly
18 position will be providing services under an agreement. This percentage is based upon a 40-hour
19 work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage)
20 the position will be paid under an agreement, regardless of the number of hours actually worked.

21 2.5 Military Families: A family unit consisting of active service members, reservists,
22 veterans (regardless of discharge status) and their children, spouses, partners, and loved ones.

23 2.6 Provider: A funded or non-funded partner agency in partnership with the County
24 that provides contracted services through a collaborative FRC agreement or an individual agency
25 agreement.

26 2.7 Resource Family: The Resource Family provides care on a temporary (foster care)
27 and/or permanent (adoption and legal guardianship) basis and includes all types of caregivers in
28 the child welfare and probation systems formerly known as foster parents, approved relatives or

approved Non-Relative Extended Family Member.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of ~~PARTICIPANTS~~the target population as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday ~~from 9:00 a.m. to 6:00 p.m., except COUNTY holidays,~~ for a minimum of eight (8) hours and thirty (30) minutes per day. FRC shall remain open until at least 8:00 p.m. two (2) weekdays per week, and until at least 5:30 p.m. on the remaining three (3) weekdays. FRC may off-set regular hours in order to offer FaCT funded services on weekends for a minimum of four (4) hours. CONTRACTOR holiday schedule shall not exceed the COUNTY's holiday schedule as established by the Orange County Board of Supervisors. ~~Weekly hours shall include a minimum of two (2) weeknights until 8:00 p.m. or one (1) weekend day for a minimum of four (4) hours to meet community needs. CONTRACTOR may off set regular hours based on the FRC being open for services evenings and/or weekends. For example, service hours on Tuesday and Thursday may be adjusted to 11:00 a.m. to 8:00 p.m. FRC operating hours must be submitted to ADMINISTRATOR for approval. Any changes to the regular schedule must be pre-approved, in writing, by ADMINISTRATOR. FRC shall provide a phone messaging system to record messages and post a sign with an emergency contact name and telephone number for PARTICIPANTS who may call or visit the FRC after hours, as described in Subparagraph 3.2 below. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.~~

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule. ~~and the hours listed in Subparagraph 3.1 of this Exhibit.~~ Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed. ~~CONTRACTOR is encouraged to provide contracted services on holidays,~~

~~whenever possible.~~

4. FaCT/FRC GENERAL REQUIREMENTS AND CHARACTERISTICS

During the entire term of this Agreement, the ~~FRC will:~~CONTRACTOR shall:

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

~~4.14.2 Offer~~ multiple programs, including, but not limited to, the following core services: a case management team, counseling, DR, family support services, parenting education, domestic violence prevention and treatment (i.e. Personal Empowerment Program), ~~out-of-school-time youth program, TLFR family fun activities, foster/adoptive parent recruitment,~~ and information and referral services in support of achieving FaCT goals.

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

4.4 Offer free and accessible parking.

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

4.6 Display FaCT literature within FRC lobbies and in areas accessible to PARTICIPANTS.

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

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

4.9 Leverage multiple funding streams to offer quality services to the community.

~~4.24.10~~ Operate as a collaborative that includes ~~Contractor Partner Agencies, which are FaCT-Funded and a~~ a minimum of ~~two (2) Non~~three (3) non-FaCT ~~Funded Partner Agency(ies)~~funded partner agencies who are providing onsite services at the FRC. Roles and responsibilities of each partner shall be clearly defined for the entire term of the Agreement.

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3 ~~4.34.11~~ Have each ~~Nonnon~~-FaCT ~~Funded Partner Agency(ies)~~funded partner
4 agency sign a memorandum of understanding or agreement specifying their commitment to
5 provide services throughout the term of this Agreement.

6 ~~4.44.12~~ Designate ~~CB~~Children's Bureau to function as both the designated lead
7 agency and the program management lead agency. The fiscal and program management
8 responsibilities shall include those referenced in Paragraph ~~19~~20 of this Agreement.

9 ~~4.5~~ Provide bilingual ~~staff responsible for~~ direct ~~services~~service staff that are ~~language~~
10 ~~appropriate.~~

11 ~~4.64.13~~ ~~Provide services that are culturally~~ proportionate and responsive to the
12 language and cultural needs of the community ~~to be served~~they serve.

13 ~~4.74.14~~ Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network
14 Administrative Services-~~(FNAS)~~ provider, by attending required meetings, trainings, completing
15 data entry into FaCT database system, and engaging with the FaCT Network in activities related
16 to the FaCT mission and vision.

17 ~~4.84.15~~ ~~Provide all services at the FRC.~~ Services ~~may also~~shall be ~~offered~~provided
18 at the FRC, in-home, ~~at~~and/or in satellite sites such as schools; and other community locations as
19 ~~needed and as~~ mutually agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential
20 space is required for all Clinical Supervision, Family Support Services, Counseling, and Case
21 Management Team services.

22 ~~4.94.16~~ ~~Collaborate with other Contractor Partner Agencies and Non FaCT Funded~~
23 ~~Partner Agency(ies) to ensure participants~~Ensure PARTICIPANTS complete FaCT required
24 registration, consent, sign-in forms, ~~satisfaction surveys,~~ and/or complete assessment tools
25 referenced in Subparagraph ~~8.5~~8.6 of this Exhibit when receiving services requiring an assessment.

26 ~~4.17~~ Encourage PARTICIPANTS to complete satisfaction surveys when receiving FRC
27 services.

28 ~~4.104.18~~ Collaborate with COUNTY staff and COUNTY'S contracted DR ~~and FS~~

1 services staff who provide services to SSA ~~clients residing in the DR and FS Service Region as~~
 2 ~~referenced in Subparagraph 1.5.~~ PARTICIPANTS.

3 ~~4.11—Collaborate with SSA DR Social Workers in engaging families in services to~~
 4 ~~improve child safety and provide DR services, described in Subparagraphs 5.13 through 5.16, to~~
 5 ~~clients residing in all cities within the DR Service Region as referenced in Subparagraph 1.5. For~~
 6 ~~the purpose of expanding service accessibility to DR services for clients, and where possible, the~~
 7 ~~FRC will outstation DR staff at other FaCT FRCs or facilities approved by ADMINISTRATOR.~~

8 5. DR SERVICES

9 ~~4.11.1—Case Management Team services are appropriate when reported~~
 10 ~~allegations meet statutory definitions of abuse or neglect at low to moderate risk and an initial~~
 11 ~~assessment made by SSA's CFS Division determines that with targeted services a family is likely~~
 12 ~~to make needed changes to improve child safety.~~

13 ~~4.11.2—The County's DR primary goal is to engage a greater number of families~~
 14 ~~in services within the community without bringing them into the child welfare system and, at the~~
 15 ~~same time, reduce the recurrence of child abuse.~~

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

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

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

1 5.1

2 5.1.1 The objectives of Case Management Team (CMT) services are as follows:

3 5.1.1.1 Increase collaboration among service providers by meeting on a
 4 weekly basis to effectively coordinate PARTICIPANT services;

5 5.1.1.2 Encourage family attendance and participation in determining
 6 their service needs;

7 5.1.1.3 Increase and facilitate resource linkages;

8 ~~5.1. Improve SERVICES~~

9 5.1.1.4 individual and family functioning;

10 5.1.1.5 Decrease duplication of PARTICIPANT services; and

11 5.1.1.6 Foster the collaboration between the community, service
 12 providers, and FRCs to address the needs of children and families.

13 5.1.2 The CMT consists of an integrated multidisciplinary team, comprised of
 14 three (3) or more persons, trained and qualified to provide services. The CMT is responsible for
 15 identifying the educational, health, or social service needs of a child, and child's family, and for
 16 developing a plan to address these multiple needs as identified in Welfare and Institutions Code
 17 section 18986.40. Participants of the CMT shall include FaCT funded and non-FaCT funded
 18 representatives and subcontractors that would benefit the family.

19 5.1.3 CONTRACTOR shall provide CMT services for a minimum of one
 20 hundred (100) unduplicated FAMILIES annually. FRC CMT services include, but are not limited
 21 to: identifying the educational, health, or social service needs of a child and child's family;
 22 developing a plan to address these multiple needs; weekly reviews; team assessment; arranging
 23 and coordinating appropriate services; monitoring effectiveness of services; evaluating the
 24 outcome of services; and assigned clinician/intern, in conjunction with appropriate partners, will
 25 utilize clinical skills and knowledge of the community in order to access resources that are best
 26 suitied to PARTICIPANT's needs. FRC CMT services shall include, but are not limited to, the
 27 following components:

28 5.1.3.1 Assessment: The CMT Clinical Supervisor, based on input from

1 the CMT, shall complete an assessment of PARTICIPANTS' strengths and needs and community
 2 resources available to PARTICIPANT.

3 5.1.3.2 Individual Treatment Plan: On the basis of the assessment in
 4 Subparagraph 5.1.3.1, the CMT shall jointly develop an individualized treatment plan with the
 5 PARTICIPANT that identifies priorities; desired outcomes; strategies; and resources to be used in
 6 attaining the outcomes; follow up; and termination.

7 5.1.3.3 Reassessment: The CMT Clinical Supervisor and CMT shall
 8 jointly reassess the PARTICIPANT's status in weekly clinical review of cases. CMT meetings
 9 shall provide weekly evaluations and assessment for PARTICIPANTS.

10 ~~Throughout this Exhibit, the Contractor Partner Agencies shall hereinafter be referred to~~
 11 ~~as: Children's Bureau of Southern California (CB), Interval House (IH), Ocean View School~~
 12 ~~District (OVSD), The Raise Foundation (RF), and Western Youth Services (WYS).~~

13 ~~5.1 — Clinical Supervision (WYS):~~

14 ~~5.1.1 — WYS shall provide Clinical Supervision services to ensure the quality~~
 15 ~~of counseling services provided at the FRC.~~

16 ~~5.1.2 — Clinical Supervision services shall include, but are not limited to:~~
 17 ~~individual and group clinical supervision for counselor(s) at the FRC; recruitment and supervision~~
 18 ~~of Master's level counseling interns; case consultation; verification of laws of confidentiality; and~~
 19 ~~ensuring that child and elder/dependent adult abuse reporting requirements are followed.~~

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

23 5.1.3.4 Clinical Supervision Termination: The CMT Clinical
 24 Supervisor and CMT shall jointly terminate the case from the CMT when the desired outcomes
 25 have been attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

26 5.1.4 CONTRACTOR shall be offered provide CMT services continuously
 27 throughout the term of this Agreement. CMT meetings shall be scheduled a minimum of one (1)
 28 day per week for a minimum of one (1) hour in duration. The CMT Clinical Supervisor shall

facilitate CMT meetings. CMT meetings shall be held at the FRC or other mutually agreed upon location, in an appropriate, private, and confidential space.

5.1.5 ~~WYS~~CONTRACTOR shall complete the CMT Tracking and Outcomes Log as well as the required forms referenced in Subparagraph 4.16 of this Exhibit.

~~5.1.5~~5.1.6 CONTRACTOR shall provide qualified ~~licensed~~CMT Clinical Supervisor staff, as specified in Subparagraph ~~4.5~~1.1.1 of this Exhibit.

~~##~~

~~##~~

~~##~~

5.2 Counseling Services ~~(WYS):~~

5.2.1 The objectives of Counseling Services are as follows:

~~5.2.1.1 — Increase the availability of counseling services for appropriate non-Medi-Cal clients, underinsured clients, and clients experiencing barriers to accessing mental health services;~~

~~5.2.1.2 — Increase participant’s coping skills in dealing with stress;~~

5.2.1.1 Increase PARTICIPANT’s coping skills;

5.2.1.2 Stabilize immediate crisis;

5.2.1.3 Increase access to social support systems;

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

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

5.2.1.6 Improve individual and family functioning.

~~5.2.1.6 — Improve individual and family functioning.~~

~~5.2.2 WYS shall provide Crisis, Group, and Individual Counseling services for a minimum of one hundred and thirty five (135) unduplicated PARTICIPANTS annually consisting of: thirty (30) individuals for crisis counseling; fifteen (15) individuals for individual counseling; and ninety (90) individuals for group counseling. Counseling services shall include, but are not limited to; providing emotional support; stabilizing immediate crisis; and developing goals for~~

1 ~~PARTICIPANTS who are experiencing a crisis due to interpersonal conflicts, family crisis,~~
 2 ~~difficult parenting issues, challenging child needs, and/or traumatic loss. Services shall address~~
 3 ~~parenting issues, cycle of abuse, victimization, enhance family dynamic and make appropriate~~
 4 ~~linkages to all needed treatment programs and social support systems. WYS shall utilize “Seeking~~
 5 ~~Safety” evidence based curriculum for the Women’s Group Counseling services. The Counselor~~
 6 ~~and/or designee, as approved by ADMINISTRATOR, shall attend the FRC~~ CONTRACTOR shall
 7 utilize evidence-based practices to provide Crisis, Individual, Family, and Group Counseling
 8 Services for a minimum of two hundred fifty (250) sessions annually. A completed session of any
 9 modality shall be counted as one (1) session regardless of number of PARTICIPANTS. A session
 10 shall be defined as a minimum of fifty (50) minutes in length.

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

15 5.2.4 Service Requirements per Modality:

16 5.2.4.1 Crisis Counseling Services: The duration of Crisis Counseling
 17 Services shall consist of a minimum of one (1) session and a maximum of three (3) sessions for
 18 each PARTICIPANT.

19 5.2.4.2 Individual Counseling Services: CONTRACTOR shall provide
 20 Individual Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20)
 21 sessions, for each PARTICIPANT. Seeking Safety and Trauma Focused Cognitive Behavioral
 22 Therapy are evidence-based practices that can be utilized if appropriate to meet client needs and
 23 to address client symptoms.

24 ~~5.2.2 — Family Counseling Services: CONTRACTOR shall provide Family~~
 25 ~~Counseling Services~~ Case Management Team meetings.

26 ~~5.2.3 — WYS shall provide Crisis, Group, and Individual Counseling Services~~
 27 ~~continuously throughout the term of this Agreement by appointment during FRC operating hours.~~
 28 ~~WYS may also schedule evening hours at the request of PARTICIPANTS.~~

1 ~~5.2.4~~ WYS shall offer ~~Crisis Counseling services for a minimum of one (1)~~
 2 ~~session and not exceed four (4) sessions per PARTICIPANT. Counseling sessions shall be a~~
 3 ~~minimum of fifty (50) minutes in duration, or as clinically indicated by the clinician, and offered~~
 4 ~~to PARTICIPANTS on a weekly basis.~~

5 ~~5.2.5~~ WYS' Group Counseling sessions shall be a minimum of fifty (50)
 6 ~~minutes in duration, or as clinically indicated by the clinician, and offered to PARTICIPANTS on~~
 7 ~~a weekly basis. PARTICIPANTS are invited to join ongoing group(s) appropriate for their age,~~
 8 ~~gender, and role after an initial welcome meeting with the assigned counselor. WYS shall offer~~
 9 ~~eight (8) annual group counseling series each comprised of six (6) weekly stand-alone sessions.~~
 10 ~~Group Counseling topics will address common concerns for the PARTICIPANTS served, do not~~
 11 ~~build upon one another, and shall include, but are not limited to, seeking safety and self-care.~~
 12 ~~PARTICIPANTS may join at any point in time and considered as having successfully completed~~
 13 ~~group counseling after having attended six (6) sessions.~~

14 5.2.4.3 WYS shall offer Individual Counseling services for a minimum
 15 of four (4) sessions and ~~not exceed~~ a maximum of twenty (20) sessions ~~per PARTICIPANT.~~
 16 depending on client need.

17 ~~5.2.5.~~5.2.4.4 Group Counseling Services: The duration of Group
 18 Counseling sessions ~~Services~~ shall be consist of a minimum of ~~fifty (50) minutes in duration, or as~~
 19 ~~clinically indicated by the clinician, and offered to PARTICIPANTS on a weekly basis~~ six (6)
 20 group counseling sessions and a maximum of twenty (20) sessions, depending on group
 21 curriculum at a minimum of ninety (90) minutes each, with a six (6) week session minimum per
 22 series. CONTRACTOR shall provide a multitude of group counseling services, as appropriate for
 23 the clients, including but not limited to: Women's Support Group, Stress and Anxiety Support
 24 Group, Grief and Loss Support Group, Pre-Teen Support Group, social skills development, healthy
 25 relationships, relaxation and stress reduction, communication, self-identity, self-esteem, and
 26 conflict resolution. A Window Between Worlds uses an art curriculum as a tool for healing and
 27 empowerment to those who have experienced violence and trauma. Seeking Safety is an evidence-
 28 based modality for individuals experiencing Post Traumatic Stress Disorder or trauma symptoms.

1 5.2.5 ~~WYS~~ CONTRACTOR shall provide counseling services during FRC
 2 operating hours. CONTRACTOR may also schedule evening hours at the request of the
 3 PARTICIPANTS.

4 5.2.6 CONTRACTOR shall provide qualified, bilingual ~~licensed/license eligible~~
 5 Counselor, staff as specified in Subparagraph ~~14.7~~15.4 of this Exhibit. Counselor staff and/or
 6 designee, as approved by ADMINISTRATOR, shall attend all FRC's CMT meetings.

7 Differential Response##

8 5.3

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

12 5.3.1 The objectives of DR Services are as follows:

13 5.3.1.1 Support the family while in crisis;

14 5.3.1.2 Collaborate with the COUNTY social worker and the family to
 15 devise a plan that identifies resources in an effort to protect the children and preserve the family;

16 5.3.1.3 Assess the family's needs, stabilize immediate crisis, and
 17 increase coping skills and family cohesiveness;

18 5.3.1.4 Develop a treatment plan to address individual and family needs
 19 to be offered for a minimum of thirty (30) days;

20 5.3.1.5 Provide in-home services, as needed, to address positive
 21 parenting skills, discipline, child development, and child health and safety; and

22 5.3.1.6 Present DR cases at the CMT.

23 5.3.2 DR services shall focus on a family centered approach to: maintain children
 24 safely in the home; reduce entry into the child welfare system; serve as a support to families while
 25 in crisis; assess safety concerns and family's willingness to participate; team home visit;
 26 comprehensive family assessment; develop an individualized, needs based, and collaborative
 27 service plan; make referrals to community resources as appropriate; create linkage to assistance
 28 with service receipt; provide ongoing support; engage in advocacy; provide case management;

provide ongoing tracking; follow up with family; provide assistance in accessing community resources; work with DR COUNTY social worker(s) to ensure appropriateness of service plan in meeting goals while protecting children; and refer to CMT, facilitate attendance, and include, at the family's request, extended family, non-family, and community leaders such as pastors/religious leaders as a long term support for family.

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

~~5.3.4~~ 5.4 ~~Family Support Services (CB):~~

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

~~5.3.1~~ 5.4.1 The objectives of Family Support Services are as follows:

~~5.3.1.1 — Increase families' follow-through with service providers.~~

~~5.3.1.2 — Increase access to resources.~~

~~5.3.1.3~~ 5.4.1.1 ~~Increase~~ Support effective coordination of services among service providers;

~~5.3.1.4~~ 5.4.1.2 ~~Assist in accessing resources so families may achieve economic~~ Promote knowledge of, and provide linkages, to resources, services, and opportunities to improve self-sufficiency; and

5.4.1.3 ~~CB~~ Support families in following through with recommended services.

~~5.3.2~~ 5.4.2 CONTRACTOR shall provide Family Support Services for a minimum of one hundred ~~and ten (110)~~ sixty (160) unduplicated FAMILIES annually. Family Support Services are those services ~~employing a case manager (e.g., Family Support Specialist)~~ responsible for assessing the strengths and meeting the multiple needs of a PARTICIPANT and family; arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families. ~~The primary goal of case management shall be to link; and linking~~ PARTICIPANTS

1 ~~with multiple needs~~ to resources, services, and opportunities. The Family Support
 2 ~~Specialist~~Advocate shall also teach and empower ~~PARTICIPANTS~~families to access community
 3 resources and strengthen problem solving skills.

4 ~~5.3.3~~5.4.3 ~~CB~~CONTRACTOR shall provide Family Support Services
 5 continuously throughout the term of this Agreement during FRC operating hours or ~~at dates and~~
 6 ~~times convenient for PARTICIPANTS.~~ ~~CB~~on evenings as required by FAMILIES.
 7 CONTRACTOR shall provide Family Support Services for a minimum of thirty (30) days per
 8 FAMILY.

9 ~~5.3.4~~5.4.4 ~~CB~~CONTRACTOR shall ~~primarily~~ provide Family Support
 10 Services in English and Spanish, primarily at the FRC, in family's home, ~~at the FRC,~~ or at other
 11 community locations as ~~needed with advance written approval~~agreed upon by
 12 ~~ADMINISTRATOR~~PARTICIPANT and FRC.

13 ~~5.3.5~~5.4.5 ~~CB~~CONTRACTOR shall provide qualified, bilingual Family
 14 Support ~~Specialist~~Advocate staff as specified in Subparagraph ~~14.12~~15.5 of this Exhibit.

15 ~~5.4~~ Foster and Adoptive Parent Recruitment (CB):

16 ~~5.4.1~~ The objective of Foster and Adoptive Parent Recruitment services is to
 17 ~~increase foster/adoptive awareness to prospective caregivers.~~

18 ~~5.4.2~~ CB shall help promote, in collaboration with ADMINISTRATOR, the
 19 ~~need for foster and adoptive resources for children in need of a permanent home. Promotional~~
 20 ~~activities may include, but are not limited to: displaying media or printed material at the FRC;~~
 21 ~~promotion at community events/workshops; and distribution of flyers and other marketing~~
 22 ~~materials to local community residents.~~

23 ~~5.4.3~~ CB shall distribute Foster and Adoptive Parent Recruitment flyers to a
 24 ~~minimum of five hundred (500) unduplicated PARTICIPANTS annually.~~

25 ~~5.4.4~~ Foster and Adoptive Parent Recruitment services shall be offered
 26 ~~continuously throughout the term of this Agreement during FRC hours. Foster and Adoptive~~
 27 ~~Parent Recruitment shall be offered at the FRC and other community locations as needed and~~
 28 ~~approved by ADMINISTRATOR.~~

1 ~~5.4.5 — CB's Foster and Adoptive Parent Recruitment Services shall address~~
2 ~~only the following PSSF service category: APS~~

3 ~~5.4.6 — CB shall provide a qualified Foster and Adoptive Parent Recruiter (i.e.,~~
4 ~~Family Support Specialist and Information and Referral Specialist) staff as specified in~~
5 ~~Subparagraph 14.13 of this Exhibit.~~

6 ~~5.5 — FRC Case Management Team (WYS):~~

7 ~~5.5.1 — The objectives of FRC Case Management Team (CMT) services are as~~
8 ~~follows:~~

9 ~~5.5.1.1 — Increase collaboration among Contractor Partner Agencies~~
10 ~~to effectively coordinate services.~~

11 ~~5.5.1.2 — Improve resource linkages.~~

12 ~~5.5.1.31.1.1.1 Improve individual and family functioning.~~

13 ~~5.5.1.4 — Decrease duplication of services.~~

14 ~~5.5.1.5 — Build the capacity of communities and FRC to address the~~
15 ~~needs of children and families.~~

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

28 ~~5.5.31.1.1 — WYS in coordination with Contractor Partner Agencies, shall~~

~~provide FRC CMT services for a minimum of seventy five (75) unduplicated FAMILIES annually.~~

~~FRC CMT services shall include, but are not limited to, the following components:~~

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

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

~~5.5.3.3.1.1.1 Reassessment: The FRC CMT Clinical Supervisor and FRC CMT shall reassess the PARTICIPANT's status, with input from Contractor Partner Agencies, in a weekly clinical review of cases. FRC CMT meetings shall provide weekly evaluations and assessment for PARTICIPANTS.~~

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

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

~~5.5.5 — WYS shall complete the required forms referenced in Subparagraph 4.9 and also the FRC CMT Tracking and Outcomes Log specified in Subparagraph 8.5.~~

~~5.5.6 — WYS shall provide qualified FRC CMT Clinical Supervisor staff to facilitate FRC CMT meetings as specified in Subparagraph 14.14 of this Exhibit.~~

~~5.6.5.5 Information and Referral Services (RF):~~

~~5.6.1~~5.5.1 The objective of Information and Referral Services is to increase

1 access to community resources for families in need.

2 5.5.2 RFCONTRACTOR shall provide Information and Referral Services ~~for~~to a
3 minimum of ~~two thousand (2,000)~~fifteen hundred (1500) unduplicated PARTICIPANTS annually.

4 ~~Information and Referral~~

5 ~~5.6.2~~5.5.3 Services ~~shall include, but are not limited to the following:~~ an
6 assessment of need and referral ~~to services, including, but not limited to, the following:~~ emergency
7 housing; emergency food; ~~family~~ counseling; childcare; substance abuse counseling and
8 treatment; parenting education; utility assistance; health and mental health treatment; education
9 and job training; legal aid; and youth academic and recreation services. Information and Referral
10 Specialist shall collaborate with other community agencies by receiving and referring ~~clients,~~
11 ~~which may include, but are not limited to 2-1-1 Orange County, Help Me Grow,~~
12 ~~etc~~PARTICIPANTS.

13 ~~5.6.3~~5.5.4 Information and Referral Specialist shall be stationed at the FRC
14 reception area as the first point of contact for walk-in and telephone/email inquiries during FRC
15 operating hours. Information and Referral ~~Services~~Specialist shall ~~be offered during FRC~~
16 ~~operating hours~~follow-up with linked service provider to verify linkages.

17 5.5.5 RFCONTRACTOR shall track Information and Referral Services using the
18 FRC Daily Information and Referral Tracking Log to capture number of PARTICIPANTS served,
19 PARTICIPANT zip code, mode of contact (e.g. phone call, walk-in, internet), and service(s)
20 referred.

21 ~~5.6.4~~5.5.6 CONTRACTOR shall provide qualified, bilingual Information and
22 Referral Specialist; staff as specified in Subparagraph ~~14.16~~15.7 of this Exhibit.

23 ~~5.7 — Other Services — Life Skills Workshops (CB):~~

24 ~~5.7.1 — The objectives for Life Skills Workshops are as follows:~~

25 ~~5.7.1.1 — Improve self-esteem.~~

26 ~~5.7.1.2 — Increase coping skills.~~

27 ~~5.7.1.3 — Improve family bonding.~~

28 ~~5.7.2 — CB shall utilize Life Skills Workshops curriculum. Life Skills~~

1 ~~Workshops services shall include, but not be limited to, the following: improve self-esteem~~
2 ~~character building; increased coping skills and family coherence; family building and bonding;~~
3 ~~children and teen issues facing youth; stress management, and impact of family trauma, child abuse~~
4 ~~and domestic violence.~~

5 ~~5.7.3 — CB shall provide Life Skills Workshops services for a minimum of~~
6 ~~twenty (20) unduplicated PARTICIPANTS annually during the term of this Agreement.~~

7 ~~5.7.4 — Life Skills Workshops Services shall offer a minimum of two (2)~~
8 ~~workshops annually and be a minimum of ninety (90) minutes in duration. Services shall be~~
9 ~~provided during FRC operating hours at dates and times convenient for PARTICIPANTS.~~

10 ~~5.7.5 — CB shall provide qualified Life Skills Consultant(s) with expertise in~~
11 ~~the Life Skills Workshop subject matter.~~

12 ~~5.8 — Other Services — Student Recognition Program (OVSD):~~

13 ~~5.8.1 — The objectives for Student Recognition Program are as follows:~~

14 ~~5.8.1.1 — Reinforce positive social culture.~~

15 ~~5.8.1.2 — Improve student academic achievement.~~

16 ~~5.8.1.3 — Improve good citizenship.~~

17 ~~5.8.1.4 — Increase overall student learning.~~

18 ~~5.8.2 — OVSD shall provide, under the direct supervision of the Oak View~~
19 ~~Elementary School Principal, Student Recognition Program Services to children in kindergarten,~~
20 ~~and grades one through five (1-5), who are at risk of child abuse or neglect.~~

21 ~~5.8.3 — OVSD shall provide Student Recognition Program Services for a~~
22 ~~minimum of two hundred (200) unduplicated PARTICIPANTS annually during the term of this~~
23 ~~Agreement. Student Recognition Program Services shall include, but not be limited to, the~~
24 ~~following: reinforcing a positive social culture that leads to student academic achievement, good~~
25 ~~citizenship, improved student behavior and social-emotional skills, and increase overall student~~
26 ~~learning.~~

27 ~~5.8.4 — OVSD's Student Recognition Program Services shall provide a~~
28 ~~minimum of ten (10) Student Recognition activities annually. Services shall be provided during~~

1 ~~the school year at dates and times convenient for PARTICIPANTS.~~

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4 ~~5.8.5 — OVSD shall provide Student Recognition Program Services at Oak~~
5 ~~View Elementary, the FRC, and/or at other community locations to be approved in advance and in~~
6 ~~writing by ADMINISTRATOR.~~

7 ~~5.8.6 — OVSD shall provide, at no cost to COUNTY, qualified Student~~
8 ~~Recognition Liaison staff as specified in Subparagraph 14.27 of this Exhibit.~~

9 ~~5.9 — Out of School Time Youth Program (OVSD):~~

10 ~~5.9.1 — The objectives of Out of School Time Youth Program are as follows:~~

11 ~~5.9.1.1 — Increase social connection amongst peers.~~

12 ~~5.9.1.2 — Provide a safe place for school-aged children.~~

13 ~~5.9.1.3 — Increase enrichment opportunities to enhance academic~~
14 ~~achievement and healthy social behavior.~~

15 ~~5.9.2 — OVSD, under the direct supervision of the Oak View Elementary~~
16 ~~School Principal, shall provide Out of School Time Youth Program Services for a minimum of~~
17 ~~forty (40) unduplicated PARTICIPANTS annually. Out of School Time Youth Program will~~
18 ~~provide PARTICIPANTS with a safe and nurturing place during after school and non-school~~
19 ~~hours. Activities may include, but are not limited to: recreation, education, healthy development,~~
20 ~~artistic and cultural enrichment, and leadership development.~~

21 ~~5.9.3 — During the academic school year, OVSD shall provide enrichment and~~
22 ~~academic activities through a weekly four (4) hour Saturday program designed to provide students~~
23 ~~lessons and activities to develop reading, writing, and science skills.~~

24 ~~5.9.4 — OVSD shall provide qualified Out of School Time Youth Leader staff~~
25 ~~as specified in Subparagraph 14.20 of this Exhibit.~~

26 ##

27 ##

28 ~~5.10~~5.6 ~~Parenting Education (WYS):~~

~~5.10.1~~5.6.1 The objectives for Parent Education are as follows:

~~5.10.1.1~~5.6.1.1 ~~Increase~~Provide social support.;

~~5.10.1.2~~5.6.1.2 Enhance coping skills.;

~~5.10.1.3~~5.6.1.3 Improve knowledge of child development.; and

~~5.10.1.4~~5.6.1.4 Improve knowledge of appropriate and effective discipline.

~~5.10.2~~5.6.2 ~~WYS~~CONTRACTOR shall provide ~~Parenting Education services for a minimum of sixty (60) unduplicated PARTICIPANTS annually. WYS shall utilize only an evidence-based or evidence-informed Parenting Education~~parenting curriculum. as listed on the California Evidence Based Clearinghouse website (CEBC4CW.org). Elements of an effective parenting education program shall improve parenting skills and family functioning by teaching parents/caregivers about child development (e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g., communication and stress management). As applicable, parenting education emphasis shall be placed on the prevention of recurrence of ~~child abuse~~maltreatment and/or shall address attachment, bonding, and traumatic loss issues.

~~5.6.3~~ ~~Parenting Education series~~CONTRACTOR shall ~~be provide~~ Parenting Education services for a minimum of ~~six (6) weeks in duration, one per week with a minimum of ten (10)~~thirty-two (32) unduplicated PARTICIPANTS ~~per class and annually.~~ CONTRACTOR shall ~~be offered continuously~~provide curriculums to target FAMILIES with children between five to seventeen (5-17) years old.

~~5.10.3~~5.6.4 CONTRACTOR shall provide a minimum of ~~six (6)~~four (4) Parenting Education series annually. Frequency and length of each parenting ~~education~~ series ~~annually during the term of this Agreement~~will be based on selected evidence-based curriculum.

~~5.10.4~~5.6.5 Parenting Education services shall be provided continuously during ~~operating FRC hours~~ or the term of this Agreement at dates and times convenient for PARTICIPANTS. Services shall be offered at the FRC, schools, and other community locations as needed and approved by ADMINISTRATOR. A minimum of one (1) class shall be offered at

1 the FRC annually.

2 ~~5.10.5~~5.6.6 ~~WYS~~CONTRACTOR shall ensure completion of required
3 paperwork when providing parenting education to PARTICIPANTS receiving child welfare
4 services, including, but not limited to, verification of attendance, issuance of certificates of
5 completion, and verbal and/or written reports to COUNTY ~~Social Workers~~social workers.

6 ~~5.10.6~~ ~~WYS shall provide qualified, bilingual Parenting Educator, staff as~~
7 ~~specified in Subparagraph 14.21 of this Exhibit.~~

8 5.6.7 CONTRACTOR shall provide parenting education in English and Spanish.

9 5.6.8 CONTRACTOR shall provide parenting instructors that are trained and
10 certified to provide the selected evidence-based curriculum.

11 ~~5.11.7~~ Personal Empowerment Program (Certified Domestic Violence Prevention
12 and Treatment Education Program) ~~General and Time Limited Family Reunification Participants~~
13 ~~(H):~~

14 ~~5.11.1~~5.7.1 The objectives of Personal Empowerment Program (PEP) are as
15 follows:

16 ~~5.11.1.1~~5.7.1.1 ~~Increase~~ ~~victim's~~Raise awareness of the
17 ~~threat~~various types of domestic violence and its short ~~and~~ long term effects.;

18 ~~5.11.1.2~~5.7.1.2 Develop or enhance safety plan for domestic
19 violence victims.;

20 ~~5.11.1.3~~5.7.1.3 Increase victim's understanding of the effects
21 domestic violence has on children.;

22 ~~5.11.1.4~~ ~~Increase victim's awareness on the various types of abuse.~~

23 ~~5.11.1.5~~5.7.1.4 Promote safety and permanency in homes and
24 communities through prevention efforts aimed at child abuse and domestic violence.

25 5.7.2 CONTRACTOR shall provide PEP services to a minimum of forty-five (45)
26 unduplicated PARTICIPANTS annually.

27 ~~5.11.2~~5.7.3 PEP services shall be ~~comprised of a~~ an evidence-based ten (10)
28 week ~~group~~ educational support program designed to help victims break the cycle of domestic

1 violence through education on the dynamics of domestic violence, ~~effect~~effects of violence on
 2 victims and their children, and to help victims protect children who live in domestic violence
 3 homes. Topics shall include, but not be limited to, safety planning, boundaries, anger
 4 management, legal aspects of domestic violence, working through denial, and maintaining healthy
 5 relationships. ~~Services shall target the general community as well as COUNTY's TLFR~~
 6 ~~population.~~

7 ##

8 ~~5.11.3 IH~~CONTRACTOR shall provide PEP services ~~to~~ a minimum of ~~forty~~
 9 ~~(40) unduplicated PARTICIPANTS annually.~~

10 ~~5.7.4 IH shall provide PEP series a ten (10) week educational support programs~~
 11 ~~shall be offered~~four (4) times per year, continuously during the term of this Agreement ~~with a~~
 12 ~~minimum.~~

13 ~~5.7.5 During the entire term of six (6) groups annually. Each group shall meet~~
 14 ~~weekly for a minimum~~this agreement, PEP providers must be approved by the PEP Program
 15 Collaborative of two (2) hours in duration. IH Orange County.

16 ~~5.11.4~~5.7.6 CONTRACTOR shall ~~provide~~offer PEP services ~~during~~at the FRC
 17 ~~operating hours or~~and other community locations at dates and times convenient for
 18 PARTICIPANTS; ~~and as approved by ADMINISTRATOR.~~

19 ~~5.7.7~~ WhenPEP instructors shall administer the FaCT-approved pre/post
 20 measurement tools and enter the results into the FaCT database.

21 ~~5.11.5~~5.7.8 CONTRACTOR shall ensure completion of required paperwork
 22 when providing PEP to PARTICIPANTS receiving child welfare services ~~TLFR, IH shall also be~~
 23 ~~required to include, including,~~ but not be limited to, verification of attendance, issuance of
 24 certificates of completion, and verbal and/or written reports to COUNTY ~~Social Workers~~social
 25 workers. With written authorization from PARTICIPANT, PEP instructors shall provide verbal
 26 and/or written reports to County social worker.

27 ~~5.11.6 IH shall provide qualified, bilingual, PEP Instructor staff as specified in~~
 28 ~~Subparagraph 14.22 of this Exhibit. During the entire term of this Agreement, PEP providers must~~

1 ~~be approved by the PEP Program Collaborative of Orange County.~~

2 ~~5.12 — Time Limited Family Reunification Family Fun Activities (CB):~~

3 ~~5.12.1 — The objectives of Time Limited Family Reunification (TLFR) Family~~
4 ~~Fun Activities are as follows:~~

5 ~~5.12.1.1 — Increase parent-child bonding.~~

6 ~~5.12.1.2 — Provide a safe and enriching, interactive environment for~~
7 ~~TLFR families.~~

8 ~~5.12.2 — CB shall provide TLFR Family Fun Activities services to~~
9 ~~PARTICIPANTS. In addition to PARTICIPANTS referenced in Paragraph 1, TLFR Family Fun~~
10 ~~Activities may also include: children that are removed from their home and placed in a foster~~
11 ~~family home or a childcare institution and parents or primary caregiver of such a child, in order to~~
12 ~~facilitate the reunification of the child, safely and appropriately.~~

13 ~~5.12.3 — CB shall provide TLFR Family Fun Activities services for a minimum~~
14 ~~of ten (10) unduplicated families annually. TLFR Family Fun Activities shall include supervised~~
15 ~~and organized activities and events for children of parents and/or caregivers in the reunification~~
16 ~~process. Activities can include arts and cultural enrichment, education, and recreation to promote~~
17 ~~healthy parent-child bonding, quality time, and communication. In the event a parent is~~
18 ~~participating in monitored/supervised visitation while simultaneously participating in a Family~~
19 ~~Fun Activity, the SSA approved monitor or supervised visitation specialist must be present during~~
20 ~~the entire length of the Family Fun Activity.~~

21 ~~5.12.4 — CB shall provide a minimum of two (2) TLFR Family Fun Activities~~
22 ~~(events) annually; topics may include, but are not limited to the following: Halloween Party;~~
23 ~~Holiday Adopt-a-Family; Spring Celebration; Movie Night; and Family Bonding Day. Events~~
24 ~~shall occur during evening or weekend hours.~~

25 ~~5.12.5 — CB's TLFR Family Fun Activities services shall address only the~~
26 ~~following PSSF category: TLFR.~~

27 ~~5.12.6 — CB shall provide qualified TLFR Family Fun Activities Leader staff~~
28 ~~(e.g., subcontractor) as referenced in Subparagraph 14.28 of this Exhibit.~~

1 ~~5.13—Differential Response Case Management Team (CB and WYS):~~

2 ~~5.13.1—The objectives of Differential Response Case Management Team (DR~~
3 ~~CMT) services are as follows:~~

4 ~~5.13.1.1—Increase collaboration among Contractor Partner Agencies~~
5 ~~on a weekly basis to effectively coordinate DR services.~~

6 ~~5.13.1.2—Improve resource linkages for DR PARTICIPANTS.~~

7 ~~5.13.1.3—Improve individual and family functioning for DR~~
8 ~~PARTICIPANTS.~~

9 ~~5.13.1.4—Decrease duplication of DR services.~~

10 ~~5.13.2—The DR CMT, which can be combined with FRC CMT, consists of an~~
11 ~~integrated multidisciplinary team comprised of three (3) or more persons trained and~~
12 ~~knowledgeable in providing DR CMT services. The DR CMT is responsible for identifying the~~
13 ~~educational, health, or social service needs of a child and child’s family and for developing a plan~~
14 ~~to address these multiple needs as identified in WIC section 18986.40. Participants of the DR~~
15 ~~CMT shall include Contractor Partner Agencies and Non-FACT Funded Partner Agency(ies)~~
16 ~~representatives that would benefit the family. In addition to the participation of the Contractor~~
17 ~~Partner Agencies, local Miscellaneous Order Number 534.3 specifies that multidisciplinary~~
18 ~~services team composition include at least two (2) members from the following: Orange County~~
19 ~~Probation Department; Orange County Health Care Agency; Orange County Department of~~
20 ~~Education; Regional Center of Orange County; North Orange County Regional Occupational~~
21 ~~Program; and Orange County Social Services Agency.~~

22 ~~5.13.3—CB in coordination with WYS shall jointly coordinate with Contractor~~
23 ~~Partner Agencies to provide DR CMT services for families who have been referred for DR services~~
24 ~~by SSA. Families referred were reported to SSA with allegations that meet statutory definitions~~
25 ~~of child abuse or neglect at low to moderate risk and have been assessed as likely to make needed~~
26 ~~changes to improve child safety if provided targeted services.~~

27 ~~5.13.4—CB and WYS in coordination with Contractor Partner Agencies shall~~
28 ~~jointly provide DR CMT services for a minimum of seventy five (75) unduplicated FAMILIES~~

1 ~~annually.~~

2 ~~5.13.5 — CB and WYS in coordination with Contractor Partner Agencies shall~~
 3 ~~jointly provide DR CMT services continuously throughout the term of this Agreement. DR CMT~~
 4 ~~meetings shall be scheduled a minimum of one (1) day per week for a minimum of one (1) hour in~~
 5 ~~duration. If the DR CMT meeting is combined with the FRC CMT meeting, the minimum~~
 6 ~~combined duration of the meeting shall be no less than two (2) hours. The DR CMT Clinical~~
 7 ~~Supervisor shall facilitate DR CMT meetings.~~

8 ~~5.13.6 — CB in coordination with WYS shall complete the FaCT standardized~~
 9 ~~DR CMT Tracking and Outcomes Log as well as the required forms referenced in Subparagraph~~
 10 ~~4.9.~~

11 ~~5.13.7 — WYS shall provide a qualified DR CMT Clinical Supervisor staff, as~~
 12 ~~specified in Subparagraph 14.8 of this Exhibit, to facilitate DR CMT meetings. CB shall provide~~
 13 ~~a qualified FRC Coordinator staff as specified in Subparagraph 14.15, to encourage CMT~~
 14 ~~attendance and maintain open communication with COUNTY Social Workers and involved~~
 15 ~~community stakeholders.~~

16 ~~5.14 — DR CMT Clinical Supervision (WYS):~~

17 ~~5.8 Other Services: Emergency Assistance~~

18 ~~5.14.1 — The objective of DR CMT Clinical Supervision is to ensure the quality~~
 19 ~~of DR CMT services at the FRC.~~

20 ~~5.14.2 — WYS shall provide DR CMT Clinical Supervision services which shall~~
 21 ~~include, but are not limited to: oversight and clinical supervision for DR CMT meetings at the~~
 22 ~~FRC, case consultation, verification of laws of confidentiality, and ensuring that child and~~
 23 ~~elder/dependent adult abuse reporting requirements are followed.~~

24 ~~5.14.3 — WYS shall provide a qualified licensed DR CMT Clinical Supervisor as~~
 25 ~~specified in Subparagraph 14.8 of this Exhibit.~~

26 ~~5.15 — DR Family Support Services (CB):~~

27 ~~5.15.1 — The objectives of DR Family Support Services are as follows:~~

28 ~~5.15.1.1 — Maintain children safely in the home.~~

~~5.15.1.2—Reduce entry into the child welfare system.~~

~~5.15.2~~5.8.1 Support Emergency Assistance (EA) services is to help stabilize families in crisis due to inability to meet their basic needs.

~~##~~

~~5.15.2.1—Work with SSA DR Social Workers and families in identifying resources which will protect children and preserve the family.~~

5.8.2 ~~CB~~Services shall include an assessment of emergency needs. The assessment shall be completed by the Information and Referral Specialist and include recommendation(s) to meet the emergency needs of the PARTICIPANTS. Recommendations for use of EA funds shall be in accordance with Subparagraph 6.4 of this Exhibit.

~~5.15.3—CONTRACTOR shall provide DR Family Support Services to PARTICIPANTS referred by SSA.~~

~~5.15.4~~5.8.3 ~~CB shall provide DR Family Support Services for~~EA services for a minimum of ~~seventy five (75~~twenty (20) unduplicated FAMILIES annually.~~DR Family Support Services are those services employing a case manager (e.g., Family Support Specialist) responsible for assessing the strengths and meeting the multiple needs of a PARTICIPANT and family, arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families, no more than one (1) time for each PARTICIPANT, during the term of this Agreement.~~

~~5.15.5—CB shall provide DR Family Support Services for a minimum of thirty (30) days per family. Services shall be provided during FRC operating hours at dates and times convenient for PARTICIPANTS.~~

~~5.15.6—CB shall~~ CONTRACTOR shall provide EA services primarily ~~provide DR Family Support Services in the family's home, at the FRC, or at~~ and other community locations, as needed ~~with advance written approval by ADMINISTRATOR.~~

~~5.15.7—CB shall provide qualified, bilingual DR Family Support Specialist, staff as specified in Subparagraph 14.9 of this Exhibit.~~

~~5.16—DR In Home Family Support (CB):~~

~~5.16.1—The objectives of DR In Home Family Support Services are as follows:~~

~~5.17 — FS Family Support Services (CB):~~

~~5.17.1~~5.9.5 ~~CB shall provide FS Family Support Services to the following: individuals and their families who are participating~~to assist ~~in the California Work Opportunity and Responsibility to Kids (CalWORKs) FS Program and are experiencing a crisis or situation that destabilizes the family and impairs the Welfare to Work (WTW) client’s ability to meet WTW participation requirements~~providing Legal Needs Assessments and Referrals to PARTICIPANTS.

~~5.17.2 — CB shall provide FS Family Support Services for a minimum of fifty (50) unduplicated FAMILIES annually. FS Family Support Services shall focus on a family centered approach to address crisis issues causing barriers to WTW participation activities; serve as a support to families while in crisis; and provide assistance to PARTICIPANTS in accessing community resources.~~

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

~~##~~

~~##~~

~~5.17.4 — CB shall primarily provide FS Family Support Services in family’s home, at the FRC, or at other community locations as needed with advance written approval by ADMINISTRATOR.~~

~~5.17.5 — PSSF categories referenced in Subparagraphs 2.3.1 through 2.3.4 are not applicable to FS Family Support Services.~~

~~5.17.6 — CB shall provide qualified, bilingual FS Family Support Specialist, staff as specified in Subparagraph 14.16 of this Exhibit.~~

~~5.18 — FS Life Skills Workshops (CB):~~

~~5.18.1 — The objectives for FS Life Skills Workshops are as follows:~~

~~5.18.1.1 — Improve self-esteem.~~

~~5.18.1.2 — Increase coping skills.~~

~~5.18.1.3 — Improve family bonding.~~

~~5.18.2 — CB shall provide FS Life Skills Workshops to PARTICIPANTS who receive CalWORKs FS Program services that reside in the FS Service Region as referenced in Subparagraph 1.5.~~

~~5.18.3 — CB shall utilize FS Life Skills Workshops curriculum. FS Life Skills Workshops services shall include, but not be limited to, the following: improve self-esteem character building; increased coping skills and family coherence; family building and bonding; children and teen issues facing youth; stress management, and impact of family trauma, child abuse and domestic violence.~~

~~5.18.4 — CB shall provide FS Life Skills Workshops services for a minimum of fifty (50) unduplicated PARTICIPANTS annually during the term of this Agreement.~~

~~##~~

~~##~~

~~##~~

~~5.18.5 — FS Life Skills Workshops Services shall offer a minimum of eight (8) workshops annually and be a minimum of ninety (90) minutes in duration. Services shall be provided during FRC operating hours or at dates and times convenient for PARTICIPANTS.~~

~~5.18.6 — PSSF categories referenced in Subparagraphs 2.3.1 through 2.3.4 are not applicable to FS Life Skills Workshop services.~~

~~5.18.7 — CB shall provide FS Life Skills Consultant(s) with expertise in the Life Skills Workshop Subject Matter.~~

5.9.6 CONTRACTOR shall ensure that the referrals provided to PARTICIPANTS for education and direct services are with qualified attorney staff licensed to provide such services.

6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

In addition to providing the services described in Paragraph 55 of this Exhibit ~~A~~, CONTRACTOR agrees to:

1 6.1 Provide a minimum of three (3) non-FaCT funded onsite services throughout the
 2 term of this Agreement.

3 ~~6.16.2~~ Provide ADMINISTRATOR a bi-annual detailed marketing plan for each
 4 contracted service, and revise, if necessary, as requested by ADMINISTRATOR.

5 ~~6.26.3~~ Actively engage the community, including local residents, faith-based groups,
 6 businesses, public and private organizations, civic groups, and ~~other~~others in the planning and
 7 implementation of services that promote the well-being, safety, and permanency of children,
 8 families, and communities.

9 6.4 CONTRACTOR shall use EA funds to meet the basic needs of PARTICIPANTS
 10 in support of services as described herein. Allowable costs include emergency food, emergency
 11 clothing, diapers, medicine, bus tickets to access services, safety items, one-time rent payment
 12 assistance, and one-time utility payment assistance. Other allowable costs are to be approved in
 13 advance and in writing by ADMINISTRATOR. All purchases from EA funds in excess of one
 14 hundred (\$100) dollars per PARTICIPANT must be requested in advance and in writing for
 15 approval by ADMINISTRATOR. CONTRACTOR shall research available community resource
 16 options prior to approving expenditures.

17 ~~6.2.1 — Develop and maintain a Governance Structure document outlining~~
 18 ~~resource sharing, accountability, decision-making strategies, and conflict resolution plan. The~~
 19 ~~Governance Structure shall include, but not be limited to, the addition and/or deletion of any~~
 20 ~~Contractor Partner Agencies, change of designated lead agent, ongoing community input, and~~
 21 ~~involvement, principles of collaboration, and voting quorum (including what constitutes a~~
 22 ~~quorum).~~

23 ~~6.36.5~~ ~~Develop a Community Engagement Advisory Committee (Develop a CEAC)~~ that
 24 shall meet a minimum of quarterly during the term of this Agreement. CEAC shall develop and
 25 advance a community agenda to affect community level change. The FRC will maintain a roster
 26 and a copy of minutes for all CEAC meetings. The composition of
 27 ~~CONTRACTOR's~~CONTRACTOR's CEAC shall vary, depending on the specific goals of, and
 28 the services to be provided by the FRC. ~~The~~ CEAC shall consist of community members such as

1 parents, youths, teachers, school community liaisons, ~~business~~businesses professionals, religious
 2 community leaders, law enforcement, human and health service professionals, and city
 3 representatives. On an annual basis, CEAC shall assess, survey, and identify community strengths
 4 and needs to advocate for FRC services to meet community ~~needs~~need; develop parent and youth
 5 leadership; and engage business community to provide tangible support and leadership. CEAC
 6 shall enlist broad community support and advocacy for the FRC by fundraising for the FRC and
 7 hosting events. A minimum of ~~one thousand~~five hundred dollars (\$~~1,000~~500) shall be allocated
 8 to the CEAC within the FRC budget for the purposes of its members to use for planning events,
 9 and other activities as deemed necessary by the CEAC committee. ~~CB~~CONTRACTOR shall
 10 provide a qualified Community Engagement ~~Volunteer~~—Coordinator staff as specified in
 11 Subparagraph ~~14.6~~15.3 of this Exhibit.

12 ~~6.46.6~~ Follow procedures provided by ADMINISTRATOR for reporting any special
 13 incidents that occur during CONTRACTOR's performance of duties under this Agreement,
 14 involving CONTRACTOR's staff, ~~PARTICIPANTS~~PARTICIPANTS, and/or property.

15 ~~6.56.7~~ RF~~CONTRACTOR~~ shall provide ~~a minimum of two hundred and sixty (260) hours~~
 16 ~~annually to childcare~~child care services at the FRC to children of parents attending FRC programs
 17 during FRC operating hours, continuously throughout the term of this Agreement, at dates and
 18 times convenient for PARTICIPANTS. Allowable costs include direct childcare services and
 19 purchases of cleaning supplies, snacks directly related to childcare services, activities, age
 20 appropriate toys, crafts, and games. Childcare services shall be reimbursed based on actual
 21 ~~##~~hours worked. CONTRACTOR shall provide Childcare staff that are at least eighteen (18) years
 22 of age; possess a high school diploma or equivalent; have one (1) year of childcare experience;
 23 possession of, or ability to obtain a valid Pediatric CPR and First Aid Certification prior to
 24 providing childcare duties; and ability to deal with stressful situations.

25 7. FACILITIES

26 ~~hours worked. RF shall provide qualified Childcare Worker staff as specified in Subparagraph~~
 27 ~~14.4 of this Exhibit.~~

28 ~~6.61.1~~ CONTRACTOR shall use Emergency Assistance Funds to meet the basic needs of

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

~~7.1. FACILITIES~~

7.1 Oak View ~~Family Resource Center~~ FRC is located at:

17261 Oak Lane

~~17261 Oak Lane~~

Huntington Beach, CA 92705-582092647

7.2 Administrative services under this Agreement shall be provided at Oak View ~~Family Resource Center~~ FRC and:

Children’s Bureau of Southern California

~~Children’s Bureau of Southern California~~

~~50 South Anaheim Blvd. Suite 241~~

~~Anaheim~~ 1910 Magnolia Ave.

Los Angeles, CA 92805-290090007

CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing ~~the~~ COUNTY’s maximum obligation, referenced in Subparagraph ~~20.1.21.1~~ of this Agreement.

8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

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

1 services provided, date service delivery begins, date service delivery ends, status indicators [e.g.,
 2 previous abuse reports, existing health problems,¹ and primary language spoken as determined by
 3 ADMINISTRATOR.

4 8.2 CONTRACTOR shall be responsible for the integrity of all data. This includes
 5 ensuring all required PARTICIPANT and service data is entered and maintained in the FaCT
 6 database. Data for services incurred in the preceding month shall be available for review prior to
 7 the date of the regularly scheduled monthly steering committee meeting, or as requested by
 8 ADMINISTRATOR. Data includes monthly service grids, quarterly assessment reports, and other
 9 reports as required by ADMINISTRATOR.

10 ~~8.2.3~~ FaCT utilizes a model developed by the Center for the Study of Social Policy called
 11 “Strengthening Families” to frame outcomes and evaluation data. This model, which has been
 12 identified as preventing child abuse and neglect identifies the following five (5) protective factors~~:~~

13 ~~8.2.1~~ 8.3.1 Provide concrete support in times of need~~:~~

14 ~~8.2.2~~ 8.3.2 Increase parental resilience~~:~~

15 ~~8.2.3~~ 8.3.3 Increase knowledge of parenting and child development~~:~~

16 ~~8.2.4~~ 8.3.4 Support the social and emotional competence of children~~:~~ and

17 ~~8.2.5~~ 8.3.5 Build parents’ social connections.

18 ~~8.3.4~~ Services provided at the FRC fall under one (1) or more of the protective factors.
 19 FaCT core services have their own measurement tool that shall be administered and used to collect
 20 data and entered into the FaCT database. The current FaCT database system is a ~~Web~~web-based
 21 ~~client~~PARTICIPANTS management system, managed by FaCT and its administrative contractor,
 22 which provides contractual and outcome based reporting for each FRC. FRCs shall work closely
 23 with ADMINISTRATOR to maximize utility and adhere to confidentiality within the data system.
 24 FaCT shall provide technical assistance and training to the FRCs to ensure strong data collection
 25 and outcome reporting.

26 ~~8.4.5~~ FRC direct services staff (e.g., Information and Resource Specialist, Family
 27 Support Specialist, etc.) shall Direct service staff shall be responsible for entering
 28 ~~client~~PARTICIPANT service and outcome data for FaCT funded ~~and a minimum of two (2)~~

~~required non-FaCT funded~~ services into the FaCT ~~data system~~ database. These include, but are not limited to, the following:

~~8.4.1~~8.5.1 ~~FRC-CMT Clinical Supervisor~~Facilitator shall administer, collect, and enter the ~~FRC-CMT~~ tracking and assessment tool;

~~8.4.2~~8.5.2 Family Support ~~Specialist~~Advocate shall administer, collect, and enter the Family Development Matrix Tool(s);

~~8.4.3~~8.5.3 Parenting Educator shall administer, collect, and enter the Parenting Education Survey; and

~~8.4.4~~ ~~OST Leader~~Direct service provider shall administer, collect, and enter ~~FaCT Measurement tools~~; and,

~~8.4.5~~8.5.4 ~~Direct service staff shall enter specific data collection information and complete standardized assessment forms, FaCT~~the Registration Form, ~~attendance sheets, and other documents required by ADMINISTRATOR.~~

~~8.5~~8.6 In addition to the FaCT Registration form and/or FaCT Large Group Tracking form, the following assessment tool(s) required for each core service ~~includes~~include:

<u>Core Service</u>	<u>Required Assessment Tool(s)</u>
FRC & DR CMT	FRC & DR CMT Tracking & Outcomes Log
Information & Referral Services	Information & Referral Tracking Log
Family Support Services	Family Development Matrix
Counseling Services	Protective Factors Counseling Survey
Parenting Education	Protective Factors Parenting Survey
Personal Empowerment Program	PEP Pre/Post Test
Out-of-School-Time Youth Program	To be determined (TBD)
TLFR Family Fun Activities	TBD
Foster & Adoptive Parent Recruitment	Large Group Tracking Log

~~8.6~~8.7 The FRC Coordinator is responsible for ensuring data integrity and accurate data collection. FRC Coordinator shall also ensure that the data is entered correctly into the FaCT data system and within timelines required by ADMINISTRATOR. ~~Contractor Partner Agencies are responsible for their own staff data collection, ensuring data integrity, and accurate submission to the FRC Coordinator.~~

~~8.7~~8.8 FRCs can administer COUNTY-approved measurement tools (e.g., tracking logs,

1 pre/post-tests, satisfaction surveys, etc.) to collect data on other services. ADMINISTRATOR
 2 shall provide CONTRACTOR a minimum of ten (10) business day notice in the event a
 3 measurement tool is changed.

4 ~~8.88.9~~ 8.88.9 The COUNTY measurement tools, referenced in Subparagraph ~~8.54.16~~ of this
 5 Exhibit are subject to change based on program and evaluation needs as defined by
 6 ADMINISTRATOR.

7 9. REPORTS

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

11 9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the
 12 twentieth (20th) day of each month for the preceding month of services. In the event the twentieth
 13 (20th) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph ~~3.23.2~~
 14 of this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day ~~to~~
 15 ~~ADMINISTRATOR~~.

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

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

22 10. GOALS AND OUTCOME OBJECTIVES

23 10.1 A minimum of ninety percent (90%) of counseling PARTICIPANTS will complete
 24 a pre and post-test.

25 10.2 Family Support Advocate shall make efforts to contact one hundred percent (100%)
 26 of PARTICIPANTS referred to CMT a minimum of three (3) business days prior to their scheduled
 27 CMT to encourage attendance.

28 10.3 A minimum of ninety percent (90%) of participants receiving services at the FRC

1 will complete a FaCT FRC Satisfaction Survey.

2 ~~10.11.~~ UTILIZATION REVIEW

3 ~~10.11.1~~ CONTRACTOR and ~~ADMINISTRATOR~~ shall meet upon
 4 ADMINISTRATOR's ~~request~~ designee shall meet annually at ~~CONTRACTOR's facility~~
 5 ~~identified in Paragraph 7 of this Exhibit A~~ FRC to review compliance with required documentation,
 6 record-keeping, and ~~evaluate a random selection of PARTICIPANT case records.~~ service delivery
 7 performance. The review ~~shall~~ may include, but is not limited to, an evaluation of the necessity;
 8 and appropriateness; of services provided and length of services ~~provided.~~ ~~PARTICIPANT.~~
 9 FAMILY cases to be reviewed shall be randomly selected by ~~COUNTY~~ ADMINISTRATOR and
 10 may include both open and closed cases.

11 11.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S
 12 facility referenced in Paragraph 7 of this Exhibit, with date and time determined at
 13 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback
 14 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take
 15 corrective action accordingly.

16 ~~10.211.3~~ In the event CONTRACTOR ~~and ADMINISTRATOR~~,
 17 ADMINISTRATOR and COUNTY's Children and Family Services staff representatives and/or
 18 ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the
 19 necessity; and appropriateness; of services and length of services ~~provided~~, the dispute shall be
 20 submitted to COUNTY's Director of Children and Family Services (~~CFS~~) for final resolution.
 21 Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 42 of
 22 this Agreement.

23 ~~11.12.~~ SUSTAINABILITY

24 ~~11.12.1~~ CONTRACTOR agrees to demonstrate, throughout the term of this
 25 Agreement, the ability to integrate multiple public, private, and collaborative partner funding
 26 sources.

27 ~~11.212.2~~ CONTRACTOR must provide ~~measureable~~ measurable goals that
 28 demonstrate resource leveraging and in-kind partnerships and/or grants based on service gaps and

1 identified needs, specific to the community.

2 ~~11.3.1~~12.3 CONTRACTOR agrees to work with ADMINISTRATOR in order to
3 pursue long-term sustainability of ~~CONTRACTOR's~~CONTRACTOR's FaCT collaborative
4 programs. This includes, but is not limited to, participation in the following:

5 ~~11.3.1~~12.3.1 Assessment of long-term need for and reasonableness of FaCT
6 collaborative programs;

7 ~~11.3.2~~12.3.2 Training programs developed by or for FaCT;

8 ~~11.3.3~~12.3.3 Outreach activities initiated by FaCT staff or FaCT committees, as
9 mutually agreed by CONTRACTOR and ADMINISTRATOR;

10 ~~11.3.4~~12.3.4 Research of other public/private funding sources and opportunities;

11 ~~11.3.5~~12.3.5 Pursuit of linkages with other partners, as appropriate; and

12 ~~11.3.6~~12.3.6 Development of marketing and community education materials as
13 mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

14 ~~11.4~~12.4 CONTRACTOR agrees to cooperate in these efforts, as well as
15 independently pursue opportunities to improve sustainability of their collaborative program.
16 Independent activities may include activities identified above as well as grant writing and engaging
17 in collaborative agreements with other integrated service initiatives.

18 ~~12.13.~~ MEETINGS AND TRAININGS:

19 ~~12.1~~13.1 CONTRACTOR shall ensure the FRC Coordinator participates in meetings
20 of all FaCT FRC Coordinators for the purpose of information sharing, joint problem solving,
21 identification of Best Practices, development of common approaches to case management and
22 intake, training, and other related matters. Meetings will occur a minimum of one (1) time per
23 month. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
24 meeting date(s) and location(s).

25 ~~12.2~~13.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff
26 participates in all required trainings and/or meetings as identified by ADMINISTRATOR.
27 ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
28 training/meeting date(s) and location(s).

~~12.3~~13.3 Trainings eligible for reimbursement through this Agreement must be approved in advance, in writing, by ADMINISTRATOR.

~~12.4~~13.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings presented or sponsored by COUNTY.

~~13.14.~~ BUDGET

~~13.1~~14.1 For ~~each of the five (5)~~three (3) COUNTY fiscal years (July 1 through June 30) included during the term of this Agreement, the maximum ~~annual~~ budget for services provided pursuant to Exhibit A of this Agreement shall not exceed ~~\$561,248.~~1,050,000.

14.2 In the event ADMINISTRATOR ~~and CONTRACTOR may agree, subject to advance written notice, to add, delete, modify, line item and/or amounts, and/or the number and type of FTE positions, specified in~~ reduces the ~~annual budget included in Subparagraph 13.11, without reducing the level of services to be provided or exceeding COUNTY's~~ maximum obligation as stated in Subparagraph 21.1 of this Agreement, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

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

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

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

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

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

///

<u>ERC Services</u>	<u>YEAR ONE</u>	<u>YEAR TWO</u>	<u>YEAR THREE</u>
<u>Direct Service Costs ⁽¹⁾</u>	<u>\$ 338,710</u>	<u>\$ 338,710</u>	<u>\$ 338,710</u>
<u>Indirect Costs ⁽²⁾</u>	<u>\$ 11,290</u>	<u>\$ 11,290</u>	<u>\$ 11,290</u>
<u>TOTAL MAXIMUM OBLIGATION:</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>

(1) Direct Service Costs are costs that are incurred and specifically allocable to the provision of services identified in this Agreement. Employee Benefits include contributions to 401k or

retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year.

⁽⁴⁾⁽²⁾ Indirect Costs are costs that are incurred for an organization's common objectives and that cannot be readily identified with a particular final cost objective.

~~13.2~~14.5 For the purpose of meeting specific program needs, CONTRACTOR may request to reallocate funds between budgeted line items by utilizing a Budget Modification Request form provided by ADMINISTRATOR, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact as applicable to the current and subsequent fiscal years. -CONTRACTOR shall obtain advance written approval from ADMINISTRATOR for any Budget Modification Request prior to implementation. Failure to obtain advance written notice approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

14.6 In the event CONTRACTOR identifies savings within their budget, CONTRACTOR shall prioritize and utilize funding to meet the service requirements identified in Paragraph 5 of this Exhibit before adding new services and/or programming.

~~13.3~~14.7 In the event the budget shown in Subparagraph ~~13.11~~14.4 of this Exhibit is modified, the modified budget shall remain in effect for the remainder of the ~~contract term~~fiscal year, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on ~~March~~August 15, ~~2016~~2020, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. ~~The annual budget beginning on July 1st of each fiscal year shall be identical to the most recently modified annual budget. Under no circumstances shall funds unspent in one fiscal year carry over to another fiscal year.~~

~~13.4 — It is anticipated multiple budget modifications will occur during the term of this~~

1 ~~Agreement. When appropriate, CONTRACTOR will delay submitting a Budget Modification~~
2 ~~Request until multiple changes can be incorporated into a single Budget Modification Request~~
3 ~~versus submitting several Budget Modification Requests that include a single line item change.~~

4 ~~13.5 For purposes of this Agreement, Direct Services Expense is defined as a non-~~
5 ~~administrative expense required to provide goods or services for the direct benefit of~~
6 ~~PARTICIPANTS. Examples include, but are not limited to: parent education handbooks, chore~~
7 ~~charts, art materials, water and snacks for PARTICIPANT consumption, incentives for clients to~~
8 ~~attend events, etc.~~

9 ~~13.6 For purposes of this Agreement, Program Expense is defined as an administrative~~
10 ~~expense required for overall service delivery rather than an expense benefitting an individual~~
11 ~~PARTICIPANT. Examples include, but are not limited to: marketing materials, display boards,~~
12 ~~educational DVDs and video equipment to broadcast, parent education curriculums, educational~~
13 ~~books/reference material to be used by CONTRACTOR's staff, furniture, volunteer staff~~
14 ~~recognition events, etc. Program Expense is administrative in nature.~~

15 ~~13.7 Budget Modification Requests will be considered for approval when such requests~~
16 ~~are to reallocate funds within a similar category such as reallocating unused funds from a direct~~
17 ~~service salary position to a new direct participant service (e.g., Life Skills Workshop) or~~
18 ~~reallocating unused Office Supply funds to increase an Insurance line item. Funds may not shift~~
19 ~~from a direct service line item to an administrative line item.~~

20 ~~13.7.1 Consideration for an exception to the provision described in~~
21 ~~Subparagraph 13.8 will be considered on a case by case basis and shall be approved at the sole~~
22 ~~discretion of COUNTY.~~

23 ~~13.8 In the event ADMINISTRATOR reduces the maximum obligation as stated in~~
24 ~~Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to~~
25 ~~proportionately reduce the service goals as set forth in this Exhibit.~~

26 ~~13.9 To ensure a meaningful collaboration among Contractor Partner Agencies and~~
27 ~~decision-making, no single CONTRACTOR shall have more than fifty one percent (51%) of the~~
28 ~~total collaborative FRC budget. Exception to the fifty one percent (51%) maximum may include:~~

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

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

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

<u>LINE ITEMS</u>	<u>FTE⁽⁴⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Budget</u>
<u>SALARIES</u>			
<u>Children's Bureau of Southern California (CB)⁽⁵⁾</u>			
Community Engagement Volunteer Coordinator (Service 6.1.4)	0.50	\$20.85	\$17,680
Family Support Specialist (Services 5.3 and 5.4)	1.00	20.55	36,212
FRC Coordinator (Admin.)	1.00	28.75	56,500
Program Manager (Admin.)	0.041	44.70	<u>3,812</u>
— SUBTOTAL CB SALARIES:			\$114,204
CB Benefits (28%) ^(3 and 4)			<u>31,977</u>
— SUBTOTAL CB SALARIES AND BENEFITS:			\$146,181
<u>Interval House (IH)⁽⁵⁾</u>			
Personal Empowerment Program Instructor (Service 5.11)	0.225	\$22.75	<u>\$ 9,674</u>
— SUBTOTAL IH SALARIES:			\$ 9,674
IH Benefits (22%) ^(3 and 4)			<u>2,128</u>
— SUBTOTAL IH SALARIES AND BENEFITS:			\$11,802
<u>Ocean View School District (OVSD)⁽⁵⁾</u>			
Out-of-School-Time Youth Leader (Service 5.9) ⁽⁷⁾	0.056	\$35.00	<u>\$ 3,500</u>
— SUBTOTAL OVSD SALARIES:			\$ 3,500
— SUBTOTAL OVSD SALARIES AND BENEFITS ⁽³⁾ :			\$ 3,500
<u>The Raise Foundation (RF)⁽⁵⁾</u>			
Accountant/Bookkeeper (Admin.)	0.05	\$33.76	\$ 3,120
Childcare Worker (Service 6.2)	0.125	13.25	4,992
Information and Referral Specialist (Service 5.6)	1.00	16.48	31,824
Operation Manager (Admin.)	0.025	30.00	1,352
Program Manager (Admin.)	0.05	27.86	<u>2,600</u>
— SUBTOTAL RF SALARIES:			\$43,888
RF Benefits (19%) ^(3 and 4)			<u>8,312</u>
— SUBTOTAL RF SALARIES AND BENEFITS:			\$52,200
<u>Western Youth Services (WYS)⁽⁵⁾</u>			
Clinical Supervisor (Service 5.1)	0.05	\$34.85	\$ 3,624

1	Counselor (Service 5.2)	0.50	-26.44	27,498
2	FRC-CMT Clinical Supervisor (Service 5.5)	0.10	-34.85	7,248
3	Parenting Educator (Service 5.10)	0.375	-26.44	2,062
4	Program Director (Admin.)	0.125	-34.85	906
5	—SUBTOTAL WYS SALARIES:			\$41,338
6	WYS Benefits (21%)^(3 and 4)			8,681
7	—SUBTOTAL WYS SALARIES AND BENEFITS:			\$50,019
8	—SUBTOTAL ALL FRC SALARIES AND BENEFITS:			\$263,702
9	<u>PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
10	CB-CEAC (Service 6.1.4)			\$-1,000
11	CB-Direct Service Expense			1,350
12	CB-Emergency Assistance Fund (Service 6.3)			1,000
13	CB-Life Skills Workshops (Service 5.7)			1,000
14	CB-TLFR Family Fun Activities (Service 5.12)			500
15	IH-Direct Service Expense			1,198
16	OVSD Student Recognition Program (Service 5.8)			1,500
17	RF-Childcare (Service 6.2)			600
18	RF-Emergency Assistance Fund (Service 6.3)			890
19	WYS-Direct Service Expense			<u>150</u>
20	—SUBTOTAL PARTICIPANT RELATED SERVICES AND			
21	EXPENSES:			\$ 9,188
22	<u>ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁵⁾</u>			
23	<u>SERVICES:</u>			
24	RF-Independent Audit			\$-900
25	WYS-Independent Audit			180
26	<u>SUPPLIES:</u>			
27	CB-Office Supplies			1,000
28	CB-Printing/Marketing Materials (Service 5.4)			100
29	CB-Postage			100
30	RF-Office Supplies			800
31	RF-Program Expense			500
32	WYS-Office Supplies			75
33	WYS-Program Expense			<u>75</u>
34	—SUBTOTAL ADMINISTRATIVE SERVICES AND			
35	SUPPLIES:			\$ 3,730
36	<u>OPERATING EXPENSES⁽⁵⁾</u>			
37	CB-Staff Training			\$-100
38	CB-Mileage ⁽⁶⁾			1,069
39	CB-Equipment Purchase/Lease/Maintenance			1,500
40	CB-Program Expense/Set-Up Costs			800
41	CB-Telephone/Internet			2,500
42	RF-Mileage ⁽⁶⁾			625
43	RF-Telephone/DSL/Internet/Technical Support			1,275

1	RF Insurance			900
	RF Staff Training			100
2	WYS Staff Training			150
3	WYS Mileage ⁽⁶⁾			300
	WYS Insurance			<u>225</u>
4	— SUBTOTAL OPERATING EXPENSES:			\$ 9,544
5	<u>INDIRECT COSTS</u> ⁽⁵⁾			
	CB Indirect Cost			\$ 9,276
6	RF Indirect Cost			210
7	WYS Indirect Cost			<u>4,350</u>
	— SUBTOTAL INDIRECT COSTS:			\$13,836
8	— SUBTOTAL FRC SALARIES AND BENEFITS, PARTICIPANT RELATED			
9	SERVICES AND EXPENSE, ADMINISTRATIVE SERVICES AND SUPPLIES,			\$300,000
	OPERATING EXPENSES AND INDIRECT COSTS:			
10	<u>DIFFERENTIAL RESPONSE (DR) PROGRAM</u> ⁽⁵⁾ :			
	<u>CB DR SALARIES</u>			
11	CB DR Family Support Specialist (Service 5.15)	1.00	\$24.00	\$46,545
12	CB DR In Home Family Support Specialist (Service 5.16)	1.00	22.56	46,545
13	CB DR Program Manager (Admin.)	0.041	44.70	<u>3,556</u>
	— SUBTOTAL CB DR SALARIES:			\$96,646
14	CB DR Benefits (28%) ^(3 and 4)			<u>21,263</u>
	— SUBTOTAL CB DR SALARIES AND BENEFITS:			\$117,909
15	<u>WYS DR SALARIES</u>			
16	WYS DR CMT Clinical Supervisor (Services 5.13 and 5.14)	0.05	\$34.85	<u>\$ 3,624</u>
	— SUBTOTAL WYS DR SALARIES:			\$ 3,624
17	WYS DR Benefits (21%) ^(3 and 4)			<u>761</u>
18	— SUBTOTAL WYS DR SALARIES AND BENEFITS:			\$ 4,385
	— SUBTOTAL ALL DR SALARIES AND BENEFITS:			\$122,294
19	<u>DR PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
20	CB DR Emergency Assistance Funds (Service 6.3)			\$ 537
21	CB DR Direct Service Expense (Subparagraph 13.6)			<u>150</u>
	— SUBTOTAL DR PARTICIPANTS RELATED SERVICES AND			
22	EXPENSE:			\$ 687
	<u>DR ADMINISTRATIVE SERVICES AND SUPPLIES</u> ⁽⁵⁾			
23	CB DR Office Supplies			\$ 200
24	CB DR Postage			50
	CB DR Program Expense/Set-Up Costs			150
25	WYS DR Program Expense			75
26	WYS DR Office Supplies			<u>125</u>
	— SUBTOTAL DR ADMINISTRATIVE SERVICES AND SUPPLIES:			\$ 600
27	<u>DR OPERATING EXPENSES</u> ⁽⁵⁾			
28	CB DR Staff Training			\$ 100
	CB DR Mileage ⁽⁶⁾			490

1	CB-DR Equipment Purchase/Lease/Rental			189
2	CB-DR Telephone/Internet			200
3	WYS-DR Staff Training			100
4	WYS-DR Mileage ⁽⁶⁾			240
5	WYS-DR Insurance			<u>100</u>
6	— SUBTOTAL DR OPERATING EXPENSES:			\$-1,419
7	— SUBTOTAL DR PROGRAM SALARIES AND BENEFITS, PARTICIPANTS			
8	RELATED SERVICES AND EXPENSE, ADMINISTRATIVE SERVICES AND			\$125,000
9	SUPPLIES AND OPERATING EXPENSES:			
10	— SUBTOTAL FRC AND DR PROGRAMS:			\$425,000
11	<u>FAMILY STABILIZATION (FS) PROGRAM⁽⁵⁾:</u>			
12	<u>CB FS SALARIES</u>			
13	CB FS Family Support Specialist (Service 5.17)	1.00	\$22.94	\$41,600
14	CB FS Program Manager (Admin.)	0.10	-44.70	<u>9,297</u>
15	— SUBTOTAL FS SALARIES:			\$50,897
16	CB FS BENEFITS (28%) ^(3 & 4)			<u>14,251</u>
17	— SUBTOTAL CB FS SALARIES AND BENEFITS:			\$65,148
18	<u>FS PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
19	CB FS Direct Service Expense (Subparagraph 13.6)			\$5,454
20	CB FS Emergency Assistance Fund (Service 6.3)			27,696
21	CB FS Life Skills Workshop (Service 5.18)			<u>10,475</u>
22	— SUBTOTAL CB FS PARTICIPANT RELATED SERVICES AND EXPENSE:			\$43,625
23	<u>FS ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁵⁾</u>			
24	CB FS Laptop/Computer/Printer			\$2,000
25	CB FS Office Supplies			2,000
26	CB FS Postage			200
27	CB FS Program Expense/Set-Up Costs			<u>5,800</u>
28	— SUBTOTAL CB FS ADMINISTRATIVE SERVICES AND			
29	SUPPLIES:			\$10,000
30	<u>FS OPERATING EXPENSES⁽⁴⁾</u>			
31	CB FS Equipment Purchase/Lease/Rental			\$1,000
32	CB FS Facility Use/Janitorial Service and Supplies Expense			3,000
33	CB FS Internet/Telephone Expense			1,200
34	CB FS Mileage ⁽⁶⁾			2,000
35	CB FS Staff Training			<u>300</u>
36	— SUBTOTAL CB FS OPERATING EXPENSES:			\$7,500
37	<u>FS INDIRECT COSTS⁽⁵⁾</u>			
38	CB FS Indirect Cost			<u>\$9,975</u>
39	— SUBTOTAL CB FS INDIRECT COST:			\$9,975
40	— SUBTOTAL ALL FS PROGRAM SALARIES AND BENEFITS,			
41	PARTICIPANTS RELATED SERVICES AND EXPENSE,			
42	ADMINISTRATIVE SERVICES AND SUPPLIES, OPERATING			
43	EXPENSES AND INDIRECT COSTS:			\$136,248

1 — ~~SUBTOTAL ALL FRC, DR AND FS PROGRAMS:~~ \$561,248
 2 — ~~MAXIMUM COUNTY OBLIGATION~~ \$561,248

3 15. STAFF

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

<u>Position</u>	<u>FTE ⁽¹⁾</u>	<u>Maximum Hourly Rate ⁽²⁾</u>
<u>CMT Clinical Supervisor</u>	<u>0.10</u>	<u>\$29.00</u>
<u>Community Engagement Coordinator</u>	<u>0.25</u>	<u>\$20.00</u>
<u>Counselor</u>	<u>0.50</u>	<u>\$27.00</u>
<u>Family Support Advocate</u>	<u>2.00</u>	<u>\$21.00</u>
<u>FRC Coordinator</u>	<u>1.00</u>	<u>\$37.00</u>
<u>Information and Referral Specialist</u>	<u>1.00</u>	<u>\$16.83</u>

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

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

13 ~~⁽³⁾ Employee Benefits may include contributions to 401k or retirement plans; health
 14 insurance; dental insurance; life, vision insurance; long-term/short-term disability insurance; life
 15 and disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State
 16 Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, and
 17 vacation/sick time accrual as specified in footnote four (4) below. CB's overall benefit rate shall
 18 not exceed twenty eight percent (28%) of actual salary expense claimed. IH's overall benefit rate
 19 shall not exceed twenty two percent (22%) of actual salary expense claimed. OVSD shall not
 20 claim any benefits for actual salary expense claimed. RF's overall benefit rate shall not exceed
 21 nineteen percent (19%) of actual salary expense claimed. WYS' overall benefit rate shall not
 22 exceed twenty one percent (21%) of actual salary expense claimed.~~

23 ~~⁽⁴⁾ Actual expenses for a vacation/sick time accrual, paid to an employee upon separation~~

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

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

12 ~~(6) Mileage is limited to the amount allowed by Internal Revenue Service.~~

13 ~~(7) OVSD shall provide an Out of School Time Youth Leader staff. This position is a non-~~
 14 ~~benefit position within OVSD. No benefit costs for the Out of School Time Youth Leader will be~~
 15 ~~claimed to this Agreement.~~

16 ~~14.1. STAFF~~

17 ~~14.1.1~~ 15.1 Recruitment Practices:

18 ~~14.1.1~~ 15.1.1 CONTRACTOR shall use a formal recruitment plan, which
 19 complies with ~~Federal~~ federal and State employment and labor regulations. CONTRACTOR shall
 20 hire staff with the education, language skills, and experience necessary to appropriately perform
 21 all functions as described in this Agreement.

22 15.1.2 CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than
 23 seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during
 24 the term of this Agreement. For resignations, CONTRACTOR's notification shall include
 25 employee's name, position title, date of resignation, a description of planned recruitment activities,
 26 and the CONTRACTOR's contingency plan to cover services during the vacancy. For new hires,
 27 CONTRACTOR's notification shall include candidate's resume or application, position title, and
 28 date of hire.

~~14.1.2~~15.1.3 The number of direct service bilingual staff ~~shall~~proposed should include how staffing will meet the needs of the community to be served.

~~14.1.3~~15.1.4 CONTRACTOR may be required to submit employer's bilingual certification criteria and/or test results to ADMINISTRATOR.

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

CONTRACTOR shall provide the following described staff positions:

~~14.3~~ — Accountant/Bookkeeper (RF):

~~14.3.1~~ — Duties: Responsible for ensuring accurate and timely submittal of invoices document expenditures for audit purposes, attending FaCT required trainings, providing financial reports as required or requested by Partner Agencies and/or ADMINISTRATOR.

~~14.3.2~~ — Qualifications: Bachelor's degree in accounting, business, finance, or related field from an accredited university and two (2) years of accounting experience. CMT Proficiency in English is required.

~~14.4~~ — Childcare Worker (RF):

~~14.4.1~~ — Duties: Provide childcare activities at the FRC to children of PARTICIPANTS attending FRC services, including childcare for DR and FS services if applicable; communicate with FRC Coordinator and agency supervisor; attend all required meetings and trainings; and complete required documents.

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

~~14.5~~15.2 Clinical Supervisor (WYS):

~~14.5.1~~ — Duties: Provide individual and group supervision, as applicable; clinical supervision for counseling services; case consultation to FRC staff, as needed; monitor cases; be available for crisis and clinical consultation, as needed; review documents for clinical

~~content; verify the laws of confidentiality; and ensure that child and elder/dependent adult abuse reporting are followed up on every case consult. Ensure accuracy of paperwork —// and data entered into the FaCT-approved database and attend all required meetings and trainings.~~

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

~~14.5.2~~15.2.2 Qualifications: A Licensed Clinical Social Worker ~~(LCSW),~~
~~Licensed,~~ Marriage and Family Therapist ~~(MFT),~~ or Licensed Clinical Psychologist ~~and a.~~ A
minimum of ~~two (2) years~~ one (1) year of ~~clinical supervision~~ group/meeting facilitation
experience. ~~Proficiency and proficiency~~ in English is required.

15.3 Community Engagement ~~Volunteer~~ Coordinator

The Community Engagement Coordinator ~~(CB):~~ shall not be a current member of the CEAC.

~~14.5.3~~15.3.1 Duties: ~~Assist~~ To assist in advocacy for the expansion of the FRC CEAC; and Youth Action Council programs; and activities focusing on issues that affects the health, well-being, and public safety of residents in the FRC community. Oversee community organizing, volunteer recruitment and training, problem solving, and developing and

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

6 15.3.2 Qualifications:

7 ~~14.5.4~~ _____ Option One (1): ~~Bachelor's~~An Associate's degree or
 8 sixty (60) college units in human services or related field from an accredited college/university;
 9 ~~two (2) years~~ one (1) year of experience ~~working with at risk families and the community,~~
 10 including ~~one (1) year~~ leadership/supervisory experience; ~~knowledge of public and private social,~~
 11 providing direct services ~~agencies, community resources, including Federal and State programs;~~
 12 ~~capable of relating well to individuals from diverse backgrounds, cultures, varied income, and~~
 13 ~~education levels; and computer competency. Proficiency in English is required, and bilingual,~~
 14 ~~based on community language need, is preferred.~~

15 ~~Qualifications Option Two (2): A minimum of five (5) years of experience working with~~
 16 ~~at risk families and the community, including one (1) supervision experience; knowledge of public~~
 17 ~~and private social services agencies, community resources, including Federal and State~~
 18 ~~programs~~the target population; capable of relating well to individuals from diverse backgrounds,
 19 cultures, varied income, and education levels; and computer competency. Proficiency in English
 20 is required, ~~and bilingual, based.~~ Based on community ~~language~~ need, ~~is preferred.~~bilingual
 21 proficiency may be required; or

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

27 ~~14.6~~15.4 Counselor ~~(WYS):~~

28 ~~14.6.1~~15.4.1 Duties: ~~Provide~~The counselor shall: provide therapy, including

1 assessment, treatment planning, termination, and documentation. ~~Administer;~~ communicate
 2 applicable case related information to SSA staff, as requested; and complete ~~FaCT-approved~~
 3 ~~pre/post~~ designated measurement tools and enter ~~results~~ all required data into the ~~FaCT-approved~~
 4 database.

5 ~~14.6.2~~ 15.4.2 Qualifications: Licensed clinician, ~~or under the supervision of a~~
 6 ~~licensed clinician or a qualified mental health professional including Marriage and Family~~
 7 ~~Therapist Intern, or Masters in Social Work Intern enrolled in an~~ accredited graduate program
 8 ~~under~~ intern registered with the State of California Department of Consumer Affairs, Board of
 9 Behavioral Sciences (BBS). All interns must be receiving direct clinical supervision, in
 10 accordance with BBS requirements. Proficiency in English ~~and bilingual, based~~ is required. Based
 11 on community ~~language~~ need, is bilingual proficiency may be required.

12 ~~14.7~~ DR CMT Clinical Supervisor (WYS):

13 ~~15.5~~ Duties: ~~Facilitate case management team group process, ensure thorough~~
 14 ~~assessment and~~ Family Support Advocate

15 ~~14.7.1~~ Duties: Responsible for serving all Family Support Services referrals.
 16 Services shall include, but not limited to: assessing family strengths and needs; linkages for
 17 ~~families to resources, and ensure team and/or staff members follow up on all mandated reporting~~
 18 ~~requirements. Responsibilities include, but are not limited to:~~

19 ~~14.7.1.1~~ Verify and track attendance of required DR CMT members;

20 ~~14.7.1.2~~ Ensure PARTICIPANT confidentiality/release forms are
 21 signed by PARTICIPANT and DR CMT members;

22 ~~14.7.1.3~~ Review the laws of confidentiality and child,
 23 ~~elder/dependent adult abuse reporting on an annual basis and ensure compliance for each case~~
 24 ~~presented;~~

25 ~~14.7.1.4~~ Ensure all DR CMT cases conferenced are multiple needs
 26 cases (i.e., not just information and referral);

27 ~~14.7.1.5~~ Facilitate weekly review of DR CMT cases, including a
 28 thorough assessment of needs, treatment plan, and termination;

1 ~~14.7.1.6— Provide and coordinate ongoing cross-training to DR CMT~~
 2 ~~on clinical training needs;~~

3 ~~14.7.1.7— Ensure families are invited to the DR CMT meetings;~~

4 ~~14.7.1.8— Maintain a binder of weekly; case planning; in-home~~
 5 ~~services; communicating applicable case logs and registration forms for each case conferenced at~~
 6 ~~DR CMT;~~

7 ~~14.7.1.9— Complete standardized DR CMT assessment tools, ensuring~~
 8 ~~COUNTY required DR CMT data is accurately entered into FaCT database; and~~

9 ~~14.7.1.10— Actively engage new collaborative partners and/or other~~
 10 ~~COUNTY agency representatives to conference cases that would benefit families.~~

11 ~~14.7.2— Qualifications: LCSW, MFT, or Licensed Clinical Psychologist. A~~
 12 ~~minimum of one (1) year of group/meeting facilitation experience is preferred. Proficiency in~~
 13 ~~English is required.~~

14 ~~14.8— DR Family Support Specialist (CB):~~

15 ~~14.8.1— Duties: Provide DR Family Support Services; assess PARTICIPANT's~~
 16 ~~needs; provide one-on-one support; assist families in crisis to access resources to meet needs;~~
 17 ~~attend and participate in DR CMT meetings; assist PARTICIPANTS with the completion of~~
 18 ~~necessary paperwork or forms; coordinate related information for PARTICIPANTS referrals;~~
 19 ~~ensure PARTICIPANTS are able to access services; follow up with PARTICIPANTS, as needed;~~
 20 ~~perform home, school, or other community site visits as needed; work closely with Contractor~~
 21 ~~Partners Agencies and SSA Social Workers; coordinate with other service providers providing~~
 22 ~~services to PARTICIPANTS; compile, prepare, and submit data and reports as required by~~
 23 ~~COUNTY; maintain records; and attend all required meetings and trainings, as needed.~~

24 ~~14.8.2— Qualifications: Bachelor's degree in, human services or related field~~
 25 ~~from an accredited university, knowledge of the child welfare system, and two (2) years of~~
 26 ~~experience working directly with families in crisis and the community is preferred. Proficiency in~~
 27 ~~English and bilingual, based on community language need, is required.~~

28 ~~14.9— DR In-Home Family Support Specialist (CB):~~

1 ~~14.9.1 — Duties: — Provide DR In Home Family Support Services, parenting~~
 2 ~~education, and resource brokering; coordinate with multiple service providers to prevent abuse and~~
 3 ~~out of home placement; provide DR crisis intervention, including assessment and stabilization of~~
 4 ~~immediate crisis and resource linkages; prepare and submit data and reports as required by~~
 5 ~~ADMINISTRATOR; and attend required meetings and training as needed.~~

6 ~~14.9.2 — Qualifications: Bachelor's degree (Master's degree preferred) in social~~
 7 ~~work or related field from an accredited university. Two (2) years of experience working with~~
 8 ~~children and families, possess excellent verbal and written communications skills, and ability to~~
 9 ~~work in a multicultural environment. Proficiency in English, and bilingual based on community~~
 10 ~~language need is required.~~

11 ~~14.10 — DR Program Manager (CB):~~

12 ~~14.10.1 — Duties: — Provide general oversight of and responsibility for~~
 13 ~~COUNTY/FaCT contract at designated site, supervise FRC coordinator and FRC projects,~~
 14 ~~integrate new and existing FRC programs, collaborate with FaCT to SSA staff, attend FaCT~~
 15 ~~committee meetings and forums, and provide local and regional FRC advocacy.~~

16 ~~##~~

17 ~~14.10.2 — Qualifications: Master's degree in social work or related field, five (5)~~
 18 ~~years of social services experience, a minimum of three (3) years supervision experience, and a~~
 19 ~~minimum of two (2) years of experience in more than one child welfare service (e.g., foster care,~~
 20 ~~residential care, in home services, Wraparound services, family preservation, or other child abuse~~
 21 ~~prevention). Proficiency in English is required.~~

22 ~~14.11 — Family Support Specialist (CB):~~

23 ~~14.11.1 15.5.1 Duties: — Responsible for assessing needs and assisting families to~~
 24 ~~access resources to meet those needs, including court ordered families to facilitate family~~
 25 ~~reunification; case planning; as requested; compiling and maintaining records; preparing reports;~~
 26 ~~attending and presenting cases at CMT meetings; completing FaCT-approved assessment tools;~~
 27 ~~data entry into FaCT-approved database; collaborate with the COUNTY, in promoting Foster and~~
 28 ~~Adoptive Parent Recruitment Services at community events/workshops and other local community~~

1 ~~events, the need for foster and adoptive resources for children in need of a permanent home; and~~
 2 ~~designated measurement tools and entering all required data into the FaCT database; and~~ attending
 3 all required FaCT meetings and trainings.

4 15.5.2 Qualifications:

5 ~~_____~~ Option One (1): Bachelor's degree in human services or related field from
 6 an accredited university, ~~knowledge of the child welfare system, and two (2) years of experience~~
 7 ~~working directly with families in crisis and the community.~~ Proficiency in English is required;
 8 ~~and bilingual, based.~~ Based on community ~~language~~ need, is bilingual proficiency may be
 9 required; or

10 ~~14.11.2 Qualifications~~ Option Two (2): A minimum of ~~five (5)~~ three (3)
 11 years of experience ~~working directly with families in crisis and~~ providing direct services to the
 12 ~~community and knowledge of the child welfare system.~~ target population. Proficiency in English
 13 ~~and bilingual, based~~ is required. Based on community ~~language~~ need, ~~is required.~~

14 ##

15 ##

16 ~~14.12 Foster and Adoptive Parent Recruiter (CB):~~

17 ~~14.12.1 Duties:~~ Responsible for promoting, at community events/workshops
 18 ~~and other local community events in collaboration with ADMINISTRATOR, the need for foster~~
 19 ~~and adoptive resources for children in need of a permanent home.~~

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

25 ~~14.13 FRC Coordinator~~ FRC CMT Clinical Supervisor (WYS):

26 ~~14.13.1 Duties:~~ Facilitate case management team group process, ensure
 27 ~~thorough assessment and linkages for families to resources, and ensure team and/or staff members~~
 28 ~~follow up on all mandated reporting requirements. Responsibilities include, but are not limited to:~~

1 15.6 ~~—Verify and track attendance of required~~

2 ~~14.13.1.1~~ Duties: ~~FRC CMT members;~~

3 ~~14.13.1.2~~ ~~— Ensure PARTICIPANT confidentiality/release forms are~~
 4 ~~signed by PARTICIPANT and~~ Coordinator’s work schedule shall be consistent with ~~FRC CMT~~
 5 ~~members;~~

6 ~~14.13.1.3~~ ~~— Review the laws of confidentiality and child,~~
 7 ~~elder/dependent adult abuse reporting on an annual basis and ensure compliance for each case~~
 8 ~~presented;~~

9 ~~14.13.1.4~~ ~~— Ensure all~~ operating hours and their workspace shall be
 10 located at the ~~FRC CMT cases conferenced are multiple needs cases (i.e., not just information and~~
 11 ~~referral);~~

12 ~~14.13.1.5~~ ~~— Facilitate weekly review of FRC CMT cases, including a~~
 13 ~~thorough assessment of needs, treatment plan, and termination;~~

14 ~~##~~

15 ~~14.13.1.6~~ ~~— Provide and coordinate ongoing cross-training to FRC~~
 16 ~~CMT on clinical training needs;~~

17 ~~14.13.1.7~~ ~~— Ensure families are invited to the FRC CMT meetings;~~

18 ~~14.13.1.8~~ ~~— Maintain a binder of weekly case logs and registration~~
 19 ~~forms for each case conferenced at FRC CMT;~~

20 ~~14.13.1.9~~ ~~— Complete standardized FRC CMT assessment tools,~~
 21 ~~ensuring COUNTY required FRC CMT data is accurately entered into FaCT database; and~~

22 ~~14.13.1.10~~ ~~Actively engage new collaborative partners and/or other~~
 23 ~~COUNTY agency representatives to conference cases that would benefit families.~~

24 ~~14.13.2~~ Qualifications: ~~LCSW, Licensed MFT, or Licensed Clinical~~
 25 ~~Psychologist. A minimum of one (1) year of group/meeting facilitation experience is preferred.~~
 26 ~~Proficiency in English is required.~~

27 ~~14.14~~ FRC Coordinator (CB):

28 ~~14.14.1~~ 15.6.1 Duties: Perform a variety of administrative functions, including:

1 coordinate service providers; supervise FRC~~and DR~~ staff; oversee the day-to-day operation of the
 2 FRC; compile statistical and financial data for various reports; facilitate community involvement
 3 in the CEAC; coordinate governance and policy procedure development; coordinate training
 4 opportunities for staff; prepare and monitor program budget; perform outreach to community
 5 businesses and schools; market FRC services within the community; initiate outreach to new
 6 partners and service providers; address public inquiries regarding services, procedures, operations;
 7 and regulations; facilitate ~~Contractor Partner Agencies~~FRC partners and staff meetings and ensure
 8 completion of meeting minutes; complete all required documentation; attend~~all~~ required FaCT
 9 meetings and trainings; and perform related duties as assigned.

10 15.6.2 Qualifications:

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

19 14.14.2—Qualifications— Option Two (2): -A minimum of five (5) years of
 20 experience ~~working with at risk families and providing direct services to the community;~~
 21 ~~knowledge of the child welfare system~~target population; capable of relating well to individuals
 22 from diverse backgrounds, cultures, varied income, and education levels; ~~supervision~~leadership
 23 and/or supervisory experience; ability to work successfully in a collaborative environment;
 24 attention to detail; and computer competency. Proficiency in English is required~~and bilingual,~~
 25 ~~based.~~ Based on community ~~language~~ need, ~~is preferred.~~

26 14.15—FS Family Support Specialist (CB):

27 14.15.1—Duties: ~~Provide FS Family Support Services; assess PARTICIPANT's~~
 28 ~~needs; provide one on one support; assist families in crisis to access resources to meet needs;~~

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

9 15.7 Information and Referral Specialist

10 15.7.1 Duties: Responsible for responding to walk-in, call-in, and referred
 11 PARTICIPANTS seeking community resources. Assess PARTICIPANTS's immediate needs and
 12 make referrals to appropriate resources. Administer FaCT-approved tracking tool and enter results
 13 into the FaCT database.

14 ~~14.15.2~~ 15.7.2 Qualifications: Bachelor's degree in human services High school
 15 diploma or ~~related field from an accredited university, knowledge~~ equivalent, one (1) year of the
 16 ~~child welfare system, and two (2) years of~~ customer service experience working directly with the
 17 public, and computer competency (i.e., knowledge and ability to use computers and related
 18 technology). ~~families in crisis and the community is preferred.~~ Proficiency in English ~~and is~~
 19 required. Based on community need, bilingual, based on community language need, is proficiency
 20 may be required.

21 ~~14.16 FS Program Manager (CB):~~

22 ~~14.16.1 Duties: Responsible for providing general oversight of and~~
 23 ~~responsibility for COUNTY/FaCT contract at designated site, supervising FS Family Support~~
 24 ~~Specialist and FS projects at the FRC, integrating new and existing FRC programs, collaborating~~
 25 ~~with COUNTY FS and FaCT staff, attending FaCT committee meetings and forums, and providing~~
 26 ~~local and regional FRC advocacy.~~

27 ~~14.16.2 Qualifications: Master's degree in social work or related field from an~~
 28 ~~accredited university, five (5) years of social services experience, three (3) years of supervision~~

1 ~~experience, and two (2) years of experience in more than one child welfare service (e.g., family~~
2 ~~stabilization, foster care, residential care, in-home services, Wraparound services, family~~
3 ~~preservation, or other child abuse prevention). Proficiency in English is required.~~

4 ~~14.17 Information and Referral Specialist (RF):~~

5 ~~14.17.1 Duties: Responsible for responding to walk-in, call-in, and referred~~
6 ~~PARTICIPANTS seeking community resources. Assess PARTICIPANT's immediate needs and~~
7 ~~make referrals to appropriate resources. Administer FaCT-approved measurement tools and enter~~
8 ~~results into the FaCT database.~~

9 ~~14.17.2 Qualifications: High school diploma or equivalent, one (1) year of~~
10 ~~experience working directly with families in crisis and community, knowledge of local resources,~~
11 ~~excellent customer service skills, and computer competency (i.e., knowledge and ability to use~~
12 ~~computers and related technology). Proficiency in English and bilingual, based on community~~
13 ~~language need, is required.~~

14 ~~14.18 Operations Manager (RF):~~

15 ~~14.18.1 Duties: Administer all human resource functions, including~~
16 ~~administration of benefits; manage insurance renewals; maintain accounts receivable and accounts~~
17 ~~payable functions; and oversee payroll.~~

18 ~~14.18.2 Qualifications Option One (1): Bachelor's Degree in business~~
19 ~~management or related field from an accredited university. Proficiency in English is required and~~
20 ~~bilingual, based on the community need, is preferred.~~

21 ~~14.18.3 Qualifications Option Two (2): A minimum of five (5) years of~~
22 ~~experience in office management, including knowledge of QuickBooks and Microsoft Office~~
23 ~~computer programs; detail oriented; ability to work in a collaborative environment; and computer~~
24 ~~competency. Proficiency in English is required and bilingual, based on the community need, is~~
25 ~~preferred.~~

26 ~~14.19 Out-of-School-Time Youth Leader (OVSD):~~

27 ~~14.19.1 Duties: Provide supervision and Out-of-School-Time activities to~~
28 ~~children and youth based on community need, monitor attendance, and ensure the health and safety~~

1 of the children is maintained at all times. ~~Coordinate and communicate with FRC Coordinator,~~
2 ~~attend all required meetings, administer FaCT approved measurement tools, and enter results into~~
3 ~~the FaCT approved database.~~

4 ~~14.19.2 Qualifications: Master's degree and a valid California teaching~~
5 ~~credential or equivalent, meet OVSD substitute teacher eligibility requirements and three (3) years~~
6 ~~of experience working with children in an ///~~
7 ~~educational setting is required. Proficiency in English is required, and bilingual, based on~~
8 ~~community language need, is preferred.~~

9 ~~14.20 Parenting Educator (WYS):~~

10 ~~14.20.1 Duties: Responsible for teaching parenting education classes and~~
11 ~~workshops for child development, behavior management, coping skills, prevention of recurrence~~
12 ~~of maltreatment and attachment, bonding, and traumatic loss; improve parenting skills and family~~
13 ~~functioning; monitoring attendance and participation; providing written reports; administering~~
14 ~~FaCT approved pre/post tests measurement tools; and entering results into the FaCT approved~~
15 ~~database.~~

16 ~~14.20.2 Qualifications: Possess twelve (12) units of college education in child~~
17 ~~development, psychology, sociology, social work, or related field; one (1) year of experience~~
18 ~~working in the human services field; and trained and/or certified to provide the CONTRACTOR's~~
19 ~~chosen evidence based or evidence informed curriculum. Proficiency in English and bilingual,~~
20 ~~based on community language need, is required.~~

21 ~~14.21 PEP Instructor (IH):~~

22 ~~14.21.1 Duties: Provide and instruct Personal Empowerment Program (PEP)~~
23 ~~services, administer FaCT approved pre/post measurement tools, and enter results into the FaCT~~
24 ~~database.~~

25 ~~14.21.2 Qualifications: PEP certified instructor shall possess a minimum of two~~
26 ~~(2) years of experience working with domestic violence families, forty (40) hours of Domestic~~
27 ~~Violence Prevention training, eight (8) hours of Child Abuse Prevention and Reporting training,~~
28 ~~and completion of PEP training. A valid Domestic Violence Advocate Certificate is required.~~

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

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3 ~~14.22 Program Director (WYS):~~

4 ~~14.22.1 Duties: Responsible for overseeing all WYS services contracted with~~
5 ~~FaCT, supervising FaCT contracted staff, completing required reports and documentation, and~~
6 ~~attending all required meetings.~~

7 ~~14.22.2 Qualifications: Licensed clinician (i.e., LCSW, MFT, or Psychologist)~~
8 ~~with a minimum of two (2) years post licensure experience is required. Maintain current California~~
9 ~~licensure and abide by ethical standards promoted by the Board of Behavioral Sciences (BBS) and~~
10 ~~professional association to which Program Director belongs. Proficiency in English is required.~~

11 ~~14.23 Program Manager (CB):~~

12 ~~14.23.1 Duties: Provide general oversight of and responsibility for~~
13 ~~COUNTY/FaCT contract at designated site, supervise FRC Coordinator and FRC projects,~~
14 ~~integrate new and existing FRC programs, collaborate with FaCT staff, attend FaCT committee~~
15 ~~meetings and forums, and provide local and regional FRC advocacy.~~

16 ~~14.23.2 Qualifications: Master's degree in social work or related field from an~~
17 ~~accredited university, five (5) years of social services experience, a minimum of three (3) years of~~
18 ~~supervision experience, and a minimum of two (2) years of experience in more than one child~~
19 ~~welfare service (i.e., foster care, residential care, in-home services, Wraparound services, family~~
20 ~~preservation, or other child abuse prevention). Proficiency in English is required.~~

21 ~~14.24 Program Manager (RF):~~

22 ~~14.24.1 Duties: Provide oversight and supervision of RF's staff in Agreement;~~
23 ~~attend meetings (i.e., Steering Committee, case management, and other partner related meetings)~~
24 ~~as contractually required; act as liaison between Contractor Partner Agencies, RF accounting~~
25 ~~department, and FaCT to ensure accurate and timely invoicing to the Designated Lead Agency;~~
26 ~~ensure accuracy of billings; and maintain complete and accurate records of all financial and~~
27 ~~outcome measurement data.~~

28 ~~14.24.2 Qualifications Option One (1): Bachelor's degree in social work,~~

1 ~~psychology, or a related field from an accredited university; two (2) years of experience working~~
 2 ~~with at risk families and the community; knowledge of the child welfare system; supervisory~~
 3 ~~experience; ability to work successfully in a collaborative environment; attention to detail;~~
 4 ~~computer competency; ability to facilitate meetings; excellent speaking and writing skills; and~~
 5 ~~excellent organizational skills. Proficiency in English is required.~~

6 ~~14.24.3 Qualifications Option Two (2): A minimum of five (5) years of~~
 7 ~~supervisory experience, a minimum of five (5) years of experience working with at risk families~~
 8 ~~and the community, knowledge of the child welfare system, ability to work successfully in a~~
 9 ~~collaborative environment, attention to detail, computer competency, ability to facilitate meetings,~~
 10 ~~excellent speaking and writing skills, and excellent organizational skills.~~

11 ~~14.25 School Principal (OVSD):~~

12 ~~14.25.1 Duties: At no cost to COUNTY, oversee contracted regulations and~~
 13 ~~OVSD responsibilities including allocation of resources and data collection; attend partner~~
 14 ~~meetings; make contract decisions; manage and oversee OST Youth Leader, OST and Student~~
 15 ~~Recognition Program services; and ensure data collection for both Out of School Time Youth and~~
 16 ~~Student Recognition Program services.~~

17 ~~14.25.2 Qualifications: Meet the minimum requirements for the Principal~~
 18 ~~position (e.g., Administrative Services credential) as set forth by the OVSD. Proficiency in~~
 19 ~~English is required.~~

20 ~~##~~

21 ~~14.26 Student Recognition Liaison (OVSD):~~

22 ~~14.26.1 Duties: Facilitate the Student Recognition Program services for~~
 23 ~~children in kindergarten through fifth grades.~~

24 ~~14.26.2 Qualifications: High school diploma or equivalent and a minimum of~~
 25 ~~one (1) year of experience working with children. Proficiency in English is required and bilingual,~~
 26 ~~based on community language need, is required.~~

27 ~~14.27 TLFR Family Fun Activities Leader (CB):~~

28 ~~14.27.1 Duties: Provide supervision and Time Limited Family Reunification~~

~~Family Fun Activities to children and youth in the reunification process, monitor attendance, and ensure the health and safety of the children is maintained at all times. Coordinate events with FRC Coordinator, attend all required meetings, administer FaCT approved measurement tools, and enter results into the FaCT approved database.~~

~~14.27.2—Qualifications: A minimum of twelve (12) units of college education in child development, education, psychology, sociology, social work, health, recreation, business, or related field; one (1) year of experience working with families and/or children; and one (1) year pf experience facilitating groups and/or workshops. Proficiency in English is required and bilingual, based on community language need, is preferred.~~

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