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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY
AND
FAMILY ASSESSMENT COUNSELING AND EDUCATION SERVICES, INC.
AND
YMCA OF ORANGE
FOR THE PROVISION OF
SERVICES PROMOTING SAFE AND STABLE FAMILIES

THIS AGREEMENT, entered into this 1st day of July, ~~2011~~ 2014, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and Community Action Partnership of Orange County, a California non-profit corporation; Family Assessment Counseling and Education Services, Inc.; and YMCA of Orange, hereinafter collectively referred to as "EL MODENA FAMILY RESOURCE CENTER" or "CONTRACTOR." Community Action Partnership of Orange County, Family Assessment Counseling and Education Services, Inc., and YMCA of Orange, shall ~~shall~~ may each also be referred to individually as "Contractor Partner Agency" or collectively as "Contractor Partner Agencies." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, Federal legislation has provided funding under the Promoting

1 Safe and Stable Families Program (formerly known as the "Family Preservation
2 and Support Program" and currently known in the COUNTY as Families and
3 Communities Together [FaCT] Program) and other funding sources for the
4 provision of services intended to maintain the safety of children in their
5 homes, help families through crises that might lead to the removal of children
6 from their homes or speed the return of children to their homes, and to
7 alleviate stress and promote parental competencies; and

8
9 WHEREAS, COUNTY desires to contract with CONTRACTOR ~~to provide~~ for the
10 provision of services promoting safe and stable families in Orange County; and

11
12 WHEREAS, CONTRACTOR agrees to render such services on the terms and
13 conditions hereinafter set forth; and

14
15 WHEREAS, such contracts are authorized and provided for pursuant to the
16 Adoptions and Safe Families Act of 1997 (Public Law 105-89), California
17 Welfare and Institutions Code Sections 16600-16605, All County Letter (ACL)
18 No. 01-20, and ACL No. 03-12;

19 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 1. TERM

2 The term of this Agreement shall commence on July 1, ~~2011~~ 2014, and
3 terminate on June 30, ~~2014~~ 2015, unless earlier terminated pursuant to the
4 provisions of Paragraph 43 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to, obligations with respect to indemnification,
7 audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually
8 agree in writing to extend the term of this Agreement, for up to twelve (12)
9 additional months upon the same terms and conditions, provided that COUNTY's
10 maximum obligation as stated in Subparagraph 20.1 of this Agreement does not
11 increase as a result.

12 2. ALTERATION OF TERMS

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

20 3. STATUS OF CONTRACTOR

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

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

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
6 and supplies as described in the Exhibit "A" to the Agreement Between County
7 of Orange El Modena Family Resource Center, for the Provision of Services
8 Promoting Safe and Stable Families **Services**, attached hereto and incorporated
9 herein by reference. CONTRACTOR shall operate continuously throughout the
10 term of this Agreement with the number and type of staff described and as
11 required for provision of services hereunder pursuant to the personnel
12 disclosure provisions of this Agreement.

13 4.2 Subject to thirty (30) days written notice, ADMINISTRATOR may, in
14 his or her sole discretion, require changes in staffing allocations to reflect
15 current workload demands or service needs as long as COUNTY's maximum
16 obligation as set forth in this Agreement is not exceeded.

17 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
18 appropriate staff to attend an orientation session and subsequent training
19 sessions given by COUNTY.

20 5. LICENSES AND STANDARDS

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

1 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
2 unless waived in whole or in part by ADMINISTRATOR, with all applicable
3 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
4 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
5 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
6 applicable laws and regulations of the United States, State of California,
7 County of Orange Social Services Agency and all administrative regulations,
8 rules and policies adopted thereunder as each and all may now exist or be
9 hereafter amended.

10 5.2.1 For ~~f~~Federally funded Agreements in the amount of \$25,000
11 or more, CONTRACTOR certifies that said Agency's officers and/or principles
12 are not debarred or suspended from ~~f~~Federal financial assistance programs
13 and/or activities.

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

19 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

20 6.1 Delegation and Assignment:

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

1 requiring COUNTY approval

2 6.2 Subcontracts:

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

10 6.2.1 Subcontracts of \$1025,000 or less:

11 CONTRACTOR shall develop a standard form Purchase Order,
12 subject to prior written approval of ADMINISTRATOR, to be utilized for the
13 purchase of services by CONTRACTOR when the cumulative total cost of the
14 services to be provided by any organization is anticipated to be ~~ten~~ twenty-
15 five thousand dollars (\$1025,000) or less during the term of this Agreement.
16 The basis for costs incurred by any such Purchase Order(s) shall be the actual
17 cost of providing services or the usual and customary charges established by
18 the organization(s) providing the services.

19 6.2.2 Subcontracts in excess of \$1025,000:

20 CONTRACTOR shall develop and submit for approval to
21 ADMINISTRATOR a system for the procurement of subcontracts with any
22 organization in which the total cumulative cost of services provided by any
23 single organization is anticipated to exceed ~~ten~~ twenty-five thousand dollars
24 (\$1025,000) during the term of this Agreement. CONTRACTOR's proposed
25 procurement system shall take into consideration such factors as: degree of
26 price competition; pricing policies and techniques; experience and quality of
27 service; methods of evaluating subcontractor responsibility; relationship of
28 subcontractor to CONTRACTOR; and planning, award, and post-award management of

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

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

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

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

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

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

28 7.1.3 A detailed statement indicating the relationship of

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

4 7.2 Change in Form of Business Organization:

5 If during the term of this Agreement the form of CONTRACTOR's
6 business organization changes, or the ownership of CONTRACTOR changes, or
7 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
8 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
9 writing, detailing such changes. A change in the form of business
10 organization may, at COUNTY's sole discretion, be treated as an attempted
11 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,
14 oral or written, where persons are to receive services hereunder, CONTRACTOR
15 shall submit the following information in addition to a copy of the lease,
16 license or rental agreement, as well as any other information requested, prior
17 to the provision of services under this Agreement:

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

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

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

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

28 7.3.3.2 The amount of monetary consideration to be paid

1 to the lessor or licensor over the term of the rental, lease or license
2 agreement;

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

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

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

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

1 services. CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
2 describing such changes.

3 8. NON-DISCRIMINATION

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

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

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

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

23 8.5 Non-Discrimination in Employment

24 8.5.1 All solicitations or advertisements for employees placed
25 by or on behalf of CONTRACTOR shall state that all qualified applicants will
26 receive consideration for employment without regard to sex, race, color,
27 ethnicity, national origin, ancestry, religion, age, marital status, medical
28 condition, sexual orientation, sexual preference, physical or mental

1 disability or any other protected group in accordance with the requirements of
2 all applicable Federal or State laws. Notices describing the provisions of
3 the equal opportunity clause shall be posted in a conspicuous place for
4 employees and job applicants.

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

7 California Department of Social Services

8 Public Inquiry and Response Bureau

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

10 Sacramento, CA 94244-2430

11 Telephone: (800) 952-5253

12 (800) 952-8349 (For the hard of hearing)

13 8.6 Non-Discrimination in Service Delivery

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

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

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

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

12 8.6.2.2 Discrimination Complaint Form;

13 8.6.2.3 Civil Rights Contacts:

14 County Civil Rights Contact:

15 Orange County Social Services Agency

16 Program Integrity

17 Attn: Civil Rights Coordinator

18 P.O. Box 22001

19 Santa Ana, CA 92702-2001

20 Telephone: (714) 438-8880 8877

21 State Civil Rights Contact:

22 California Department of Social Services

23 Civil Rights Bureau

24 P.O. Box 944243, M.S. 8-1615-70

25 Sacramento, CA 94244-2430

26 Federal Civil Rights Contact:

27 U.S. Department of Health and Human Services

28 Office of Civil Rights

1 50 U.N. Plaza, Room 322
2 San Francisco, CA 94102

3 9. NOTICES

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

6 COUNTY: County of Orange Social Services Agency
7 Contract Services
8 888 N. Main Street
9 Santa Ana, CA 92701

10 CONTRACTOR: El Modena Family Resource Center
11 c/o Community Action Partnership of Orange County
12 11870 Monarch Street
13 Garden Grove, CA 92841

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

20 10. NOTICE OF DELAYS

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

26 11. INDEMNIFICATION AND INSURANCE

27 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
28 writing by COUNTY, and hold U.S. Department of Health and Human Services, the

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

12. INSURANCE

13 12.1 Prior to the provision of services under this Agreement,
14 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
15 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
16 endorsements required herein, necessary to satisfy COUNTY that the insurance
17 provisions of this Agreement have been complied with, and to keep such
18 insurance coverage and the certificates therefore on deposit with
19 ADMINISTRATOR during the entire term of this Agreement.

20 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
21 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
22 to the same terms and conditions as set forth herein for CONTRACTOR.

23 12.3 All self-insured retentions (SIRs) and deductibles shall be
24 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
25 apply, indicate this on the Certificate of Insurance with a "0" by the
26 appropriate line of coverage. Any ~~self-insured retention~~ SIR or deductible in
27 an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
28 specifically be approved by the County Executive Office (CEO)/Office of Risk

1 Management.

2 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
3 the full term of this Agreement, COUNTY may terminate this Agreement.

4 12.5 Qualified Insurer

5 12.5.1 Minimum insurance company ratings as determined by the
6 most current edition of the Best's Key Rating Guide/Property-Casualty/United
7 States ~~or ambest.com~~ shall be A- (Secure A.M. Best's Rating) and VIII
8 (Financial Size Category).

9 12.5.2 The policy or policies of insurance required herein must
10 be issued by an insurer licensed to do business in the State of California
11 (California Admitted Carrier). If the insurer is a non-admitted carrier in
12 the State of California and does not meet or exceed an A.M. Best rating of A-
13 /VIII, CEO/Office of Risk Management retains the right to approve or reject
14 carrier after a review of the company's performance and financial ratings. If
15 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-
16 /VIII, ADMINISTRATOR can accept the insurance.

17 12.6 The policy or policies of insurance maintained by CONTRACTOR shall
18 provide the minimum limits and coverage as set forth below:

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<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Partner Agencies</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Community Action Partnership of Orange County (CAPOC); Family Assessment Counseling and Education Services, Inc. (FACES), and YMCA of Orange (YMCA)
Automobile Liability (including coverage for owned, non-owned and hired vehicles)	\$1,000,000 per occurrence	CAPOC, FACES and YMCA
Workers' Compensation	Statutory	CAPOC, FACES and YMCA
Employer's Liability	\$1,000,000 per occurrence	CAPOC, FACES and YMCA
Professional Liability	\$1,000,000 per claims made or per occurrence	CAPOC, FACES and YMCA
Sexual Misconduct Liability	\$1,000,000 per occurrence	CAPOC, FACES and YMCA
Employee Liability	\$33,665	CAPOC

22 12.7 Required Coverage Forms

23 12.7.1 Commercial General Liability coverage shall be written on
24 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
25 liability coverage at least as broad.

26 12.7.2 Business Auto Liability coverage shall be written on ISO
27 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
28 coverage at least as broad.

1 ///

2 12.8 Required Endorsements

3 12.8.1 Commercial General Liability policy shall contain the
4 following endorsements, which shall accompany the Certificate of insurance:

5 12.8.1.1 An Additional Insured endorsement using ISO form
6 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
7 its elected and appointed officials, officers, employees, agents as Additional
8 Insureds.

9 12.8.1.2 A primary non-contributing endorsement
10 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
11 insurance maintained by the County of Orange shall be excess and non-
12 contributing.

13 12.9 The County of Orange shall be the loss payee on the Employee
14 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of
15 Orange is a Loss Payee shall accompany the Certificate of Insurance.

16 12.10 All insurance policies required by this Agreement shall waive all
17 rights of subrogation against the County of Orange and members of the Board of
18 Supervisors, its elected and appointed officials, officers, agents and
19 employees when acting within the scope of their appointment or employment.

20 12.11 The Workers' Compensation policy shall contain a waiver of
21 subrogation endorsement waiving all rights of subrogation against the County
22 of Orange, and members of the Board of Supervisors, its elected and appointed
23 officials, officers, agents and employees.

24 12.12 All insurance policies required by this Agreement shall give the
25 County of Orange thirty (30) days notice in the event of cancellation and ten
26 (10) days for non-payment of premium. This shall be evidenced by policy
27 provisions or an endorsement separate from the Certificate of Insurance.

28 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"

1 policy. CONTRACTOR shall agree to maintain professional liability coverage for
2 two (2) years following completion of this Agreement.

3 12.14 The Commercial General Liability policy shall contain a
4 severability of interests clause also known as a "separation of insureds"
5 clause (standard in the ISO CG 0001 policy).

6 12.15 Insurance certificates should be mailed to COUNTY at the address
7 indicated in Paragraph 9 of this Agreement.

8 12.16 If CONTRACTOR fails to provide the insurance certificates and
9 endorsements within seven (7) days of notification by CEO/County Procurement
10 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

11 12.17 COUNTY expressly retains the right to require CONTRACTOR to
12 increase or decrease insurance of any of the above insurance types throughout
13 the term of this Agreement. Any increase or decrease in insurance will be as
14 deemed by County of Orange Risk Manager as appropriate to adequately protect
15 COUNTY.

16 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
17 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
18 certificates of insurance and endorsements with COUNTY incorporating such
19 changes within thirty (30) days of receipt of such notice, this Agreement may
20 be in breach without further notice to CONTRACTOR, and COUNTY shall be
21 entitled to all legal remedies.

22 12.19 The procuring of such required policy or policies of insurance
23 shall not be construed to limit CONTRACTOR's liability hereunder nor to
24 fulfill the indemnification provisions and requirements of this Agreement, nor
25 act in any way to reduce the policy coverage and limits available from the
26 insurer.

27 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

28 CONTRACTOR shall report to COUNTY:

1 13.1 Any accident or incident relating to services performed under this
2 Agreement which involves injury or property damage which may result in the
3 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
4 shall be made in writing within twenty-four (24) hours of occurrence.

5 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
6 from or related to services performed by CONTRACTOR under this Agreement. Such
7 report shall be submitted to COUNTY within twenty-four (24) hours of
8 occurrence.

9 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
10 property. Such report shall be submitted to COUNTY within twenty-four (24)
11 hours of occurrence.

12 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
13 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
14 under the term of this Agreement. Such report shall be submitted to COUNTY
15 within twenty-four (24) hours of occurrence.

16 14. CONFLICT OF INTEREST

17 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
18 any actions or conditions that could result in a conflict with the best
19 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
20 agents, relatives, subcontractors, and third parties associated with
21 accomplishing the work hereunder.

22 14.2 CONTRACTOR's efforts shall include, but not be limited to,
23 establishing precautions to prevent its employees or agents from making,
24 receiving, providing, or offering gifts, entertainment, payments, loans, or
25 other considerations which could be deemed to appear to influence individuals
26 to act contrary to the best interests of COUNTY.

27 15. ANTI-PROSELYTISM PROVISION

28 No funds provided directly to institutions or organizations to provide

1 services and administer programs under Title 42 United States Code (USC)
2 Section 604(a)(1)(A) shall be expended for sectarian worship, instruction, or
3 proselytization, except as otherwise permitted by law.

4 16. SUPPLANTING GOVERNMENT FUNDS

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

14 17. EQUIPMENT

15 17.1 All items purchased with funds provided under this Agreement or
16 which are furnished to CONTRACTOR by COUNTY which have a single unit cost of
17 at least five thousand dollars (\$5,000.00), including sales tax, shall be
18 considered Capital Equipment. Title to all items of Capital Equipment
19 purchased vests and will remain in COUNTY as such shall be designated by
20 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
21 performance of this Agreement. Upon the termination of this Agreement,
22 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
23 or its representatives, or dispose of them in accordance with the directions
24 of ADMINISTRATOR.

25 CONTRACTOR further agrees to the following:

26 17.1.1 To maintain all items of Capital Equipment in good working
27 order and condition, normal wear and tear excepted.

28 17.1.2 To label all items of Capital Equipment, do periodic

1 inventories as required by ADMINISTRATOR and to maintain an inventory list
2 showing where and how the Capital Equipment is being used, in accordance with
3 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
4 ADMINISTRATOR within ten (10) days of any request therefore.

5 17.1.3 To report in writing to ADMINISTRATOR immediately after
6 discovery, the loss or theft of any items of Capital Equipment. For stolen
7 items, the local law enforcement agency must be contacted and a copy of the
8 police report submitted to ADMINISTRATOR.

9 17.1.4 To purchase a policy or policies of insurance covering
10 loss or damage to any and all Capital Equipment purchased under this
11 Agreement, in the amount of the full replacement value thereof, providing
12 protection against the classification of fire, extended coverage, vandalism,
13 malicious mischief and special extended perils (all risks) covering the
14 parties' interests as they appear.

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

22 17.3 No personal computers or any component thereof may be purchased
23 with funds provided under this Agreement regardless of purchase price, without
24 prior written approval of ADMINISTRATOR. Any personal computers or any
25 component thereof purchased shall be in accordance with computer
26 specifications provided by ADMINISTRATOR, be subject to the same inventory
27 control conditions specified in Subparagraphs 17.1.1 to 17.1.4 and, at the
28 sole discretion of ADMINISTRATOR, become the property of COUNTY upon

1 termination of this Agreement.

2 18. BREACH SANCTIONS

3 Failure by CONTRACTOR to comply with any of the provisions, covenants,
4 or conditions of this Agreement shall be a material breach of this Agreement.
5 In such event ADMINISTRATOR may, in its sole discretion, and in addition to
6 immediate termination and any other remedies available at law, in equity, or
7 otherwise specified in this Agreement:

8 18.1 Afford CONTRACTOR a time period within which to cure the breach,
9 which period shall be established at the sole discretion of ADMINISTRATOR;
10 and/or

11 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
12 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
13 later recovery; and/or

14 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
15 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

19 19. DESIGNATED FISCAL AGENCY

20 19.1 Each of the Contractor Partner Agencies agrees that of Community
21 Action Partnership of Orange County (CAPOC), shall serve as the designated
22 fiscal agent on behalf of CONTRACTOR, with authority to present claims to
23 COUNTY on behalf of each of the Contractor Partner Agencies for services
24 delivered by each of them pursuant to this Agreement. As designated fiscal
25 agent, CAPOC, shall receive the claims from each of the other Contractor
26 Partner Agencies on a monthly basis and shall submit these claims, along with
27 its own monthly claim, pursuant to Paragraph 20 herein. Claims submitted to
28 COUNTY by the designated fiscal agent shall clearly identify the services that

1 were performed by each Contractor Partner Agency. Any and all payments to be
2 made by COUNTY pursuant to this Agreement shall be made payable to the
3 designated fiscal agent. The designated fiscal agent shall thereafter
4 disburse payment as appropriate to the Contractor Partner Agencies. Each of
5 the Contractor Partner Agencies agrees that COUNTY's disbursement of payment
6 to the designated fiscal agent shall satisfy COUNTY's payment obligation under
7 this Agreement.

8 19.2 As designated fiscal agent, CAPOC, shall also be responsible for,
9 at a minimum, facilitating CONTRACTOR meetings, collecting documentation for
10 invoices and outcome measurements from each Contractor Partner Agency, and
11 maintaining complete and accurate records of all financial and outcome
12 measurement data on behalf of CONTRACTOR.

13 20. PAYMENTS

14 20.1 Maximum Contractual Obligation:

15 The maximum obligation of COUNTY under this Agreement shall be
16 \$220,000, ~~per year for an aggregate total of \$1,000,620 for three years~~ or
17 actual allowable costs, whichever is less.

18 20.2 Allowable Costs:

19 During the term of this Agreement, COUNTY shall pay CONTRACTOR
20 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
21 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by
22 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
23 for anticipated allowable costs that will be incurred by CONTRACTOR for May
24 and June ~~2012, 2013, and 2014~~ 2015, during the month of such anticipated
25 expenditure.

26 ~~20.3 Advance Payment:~~

27 ~~ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR~~
28 ~~an amount(s) not in excess of 16.66 percent of the maximum obligation of~~

1 COUNTY, for the initial twelve month period of this Agreement, upon receipt of
2 a written request(s) by CONTRACTOR, which request(s) shall be accompanied by
3 such justification as ADMINISTRATOR may require. ADMINISTRATOR may, in its
4 sole discretion, deduct any such advances from any one or more payments owed
5 to CONTRACTOR prior to March 31, 2012, 2013, and/or 2014. If, at the
6 conclusion of this Agreement, there is a balance owing COUNTY, CONTRACTOR
7 shall immediately refund said monies to COUNTY.

8 20.4 Claims:

9 20.4.1 CONTRACTOR shall submit monthly reimbursement claims to
10 be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
11 the month for expenses incurred in the preceding month. In the event the
12 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
13 shall submit the claim the next business day. COUNTY holidays include New
14 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
15 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,
16 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

17 20.4.2 All reimbursement claims must be submitted on a form
18 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
19 supporting source documents with the monthly claim, including, inter alia, a
20 monthly statement of services, general ledgers, supporting journals, time
21 sheets, invoices, canceled checks, receipts, and receiving records, some of
22 which may be required to be copied. Source documents that CONTRACTOR must
23 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-
24 Controller. CONTRACTOR shall retain all financial records in accordance with
25 Paragraph 25 (Records, Inspections, and Audits) of this Agreement.

26 ~~20.4.3 CONTRACTOR acknowledges that the amount of reimbursement~~
27 ~~on a claim received by ADMINISTRATOR after the twentieth (20th) calendar day of~~
28 ~~the month shall be reduced, in accordance with the following table:~~

1 to 30 calendar days late	10% reduction of claim amount to be paid
31 to 60 calendar days late	20% reduction of claim amount to be paid
61 to 90 calendar days late	30% reduction of claim amount to be paid
Over 90 calendar days late	40% reduction of claim amount to be paid

CONTRACTOR and ADMINISTRATOR agree that all reductions of a late claim included in the table above shall be based upon the amount of the CONTRACTOR's correctly submitted claim amount to be paid

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

20.4.5 Final Claims/Settlement:

20.4.5.1 Final claims for the term of July 1, ~~2011~~ 2014 through June 30, ~~2012~~ 2015, must be received no later than August 30, 2015 at 5:00 p.m.

~~20.4.5.2 Final claims for the term of July 1, 2012 through June 30, 2013, must be received no later than August 30, 2013 at 5:00 p.m.~~

~~20.4.5.3 Final claims for the term of July 1, 2013 through June 30, 2014, must be received no later than August 30, 2014 at 5:00 p.m.~~

20.4.5.4 Claims received after the date specified in Subparagraphs 20.4.5.1 may not be reimbursed. ADMINISTRATOR may, in its sole discretion, modify the date upon which the final claim per term must be received, upon written notice to CONTRACTOR.

20.4.5.5 The basis for final settlement shall be the actual allowable costs as defined in Title 45 of the Code of Federal Regulations (CFR) and OMB Circular A-122 or 48 CFR 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to the Agreement; limited, however,

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

7 21. OVERPAYMENTS

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

21 22. OUTSTANDING DEBT

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

25 23. FINAL REPORT

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

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

3 24. INDEPENDENT AUDIT

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

13 24.2 It is mutually understood that CONTRACTOR's organization-wide
14 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR
15 agrees to provide ADMINISTRATOR with copies of its organization-wide audit for
16 the period July 1, 2011 2014, through June 30, 2012 2015, by October December
17 30, 2012 2015. ~~CONTRACTOR further agrees to provide ADMINISTRATOR with copies~~
18 ~~of its organization wide audit for the period July 1, 2013, through June 30,~~
19 ~~2014, by October 30, 2014.~~ Failure to provide a copy of the organization-wide
20 audit, for the period July 1, 2011 2014, through June 30, 2014 2015, shall be
21 sufficient cause for ADMINISTRATOR, in its sole discretion, to deny payment
22 under this or any subsequent Agreement with CONTRACTOR until such time as the
23 required audit is provided to ADMINISTRATOR. ADMINISTRATOR may, in its sole
24 discretion, modify the date upon which the organization-wide audits must be
25 received, upon notice to CONTRACTOR.

26 25. RECORDS, INSPECTIONS AND AUDITS

27 25.1 Financial Records:

28 25.1.1 CONTRACTOR shall prepare and maintain accurate and

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

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

10 25.2 Client Records:

11 25.2.1 CONTRACTOR shall prepare and maintain accurate and
12 complete records of clients served and dates and type of services provided
13 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

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

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

26 25.3 Public Records:

27 With the exception of client records or other records referenced
28 in Paragraph 31, entitled Confidentiality, all records, including but not

1 limited to, reports, audits, notices, claims, statements and correspondence,
2 required by this Agreement may be subject to public disclosure. COUNTY will
3 not be liable for any such disclosure.

4 25.4 Inspections and Audits:

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

15 25.4.2 CONTRACTOR shall make available its books and financial
16 records within the borders of Orange County within ten (10) days after receipt
17 of written demand by ADMINISTRATOR.

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

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

27 25.5 Evaluation Studies:

28 CONTRACTOR shall participate as requested by COUNTY in research

1 and/or evaluative studies designed to show the effectiveness and/or efficiency
2 of CONTRACTOR's services or provide information about CONTRACTOR's project.

3 26. PERSONNEL DISCLOSURE

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

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

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

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

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

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

24 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
25 COUNTY, criminal record background checks on all employees and/or volunteers
26 who will provide services under this Agreement.

27 26.4 CONTRACTOR warrants that all persons employed or otherwise
28 assigned by CONTRACTOR to provide services under this Agreement have

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

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

19 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
20 staff performing work hereunder and any proposed changes in CONTRACTOR's
21 staff, ~~including, but not limited to, CONTRACTOR's Program Director.~~

22 26.7 COUNTY shall have the right, at its sole discretion, to require
23 CONTRACTOR to remove any employee from the performance of services under this
24 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
25 said personnel.

26 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
27 terminated for cause from working on this Agreement.

28 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to

1 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
2 work in accordance with the terms and conditions of this Agreement.

3 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

21 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

- 25 (a) in the case of an individual contractor, his/her name, date of
26 birth, Social Security number, and residence address;
- 27 (b) in the case of a contractor doing business in a form other than as
28 an individual, the name, date of birth, Social Security number,

1 and residence address of each individual who owns an interest of
2 ten (10) percent or more in the contracting entity;

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

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

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

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

19 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 set forth in Section 15630 of the WIC and will comply with the provisions of
2 these code sections as they now exist or as they may hereafter be amended.

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

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

9 31. CONFIDENTIALITY

10 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
11 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
12 and all other provisions of law, and regulations promulgated thereunder
13 relating to privacy and confidentiality, as each may now exist or be hereafter
14 amended.

15 31.2 All records and information concerning any and all persons
16 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
17 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
18 volunteers. CONTRACTOR shall require all of its employees, agents,
19 subcontractors and volunteer staff who may provide services for CONTRACTOR
20 under this Agreement to sign an agreement with CONTRACTOR before commencing
21 the provision of any such services, to maintain the confidentiality of any and
22 all materials and information with which they may come into contact, or the
23 identities or any identifying characteristics or information with respect to
24 any and all participants referred to CONTRACTOR by COUNTY, except as may be
25 required to provide services under this Agreement or to those specified in
26 this Agreement as having the capacity to audit CONTRACTOR, and as to the
27 latter, only during such audit. CONTRACTOR shall comply with any audits
28 specified in Paragraph 25, provide reports and any other information required

1 by COUNTY in the administration of this Agreement, and as otherwise permitted
2 by law.

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

7 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
8 be subject to the confidentiality requirements of this Agreement.

9 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
10 with respect to Juvenile Court matters, in accordance with ~~Welfare and~~
11 ~~Institutions Code~~ WIC Section 827, all applicable statutes, caselaw, and
12 Orange County Juvenile Court Policy regarding Confidentiality, as it now
13 exists or may hereafter be amended.

14 31.6 No access, disclosure or release of information regarding a child
15 who is the subject of Juvenile Court proceedings shall be permitted except as
16 authorized. If authorization is in doubt, no such information shall be
17 released without the written approval of a Judge of the Juvenile Court.

18 31.7 CONTRACTOR must receive prior written approval of the Juvenile
19 Court before allowing any child to be interviewed, photographed or recorded by
20 any publication or organization or to appear on any radio, television or
21 Internet broadcast or make any other public appearance. Such approval shall
22 be requested through child's Social Worker.

23 31.8 Attorney Client Confidentiality Requirements: In the event
24 ~~CONTRACTOR~~ Contractor Partner Agency is a legal assistance provider, nothing
25 in this Agreement shall allow COUNTY or the State of California to engage in
26 any conduct that would impair the attorney-client relationship between
27 CONTRACTOR and its clients, as that relationship is customarily defined in the
28 legal community; and, in particular, nothing herein shall require CONTRACTOR

1 to reveal attorney-client privileged information, nor allow COUNTY or the
2 State to interfere with any other legal and ethical duties CONTRACTOR owes to
3 its clients. To the extent COUNTY, in fulfilling its contractual obligations
4 and/or its obligations under State or Federal law, finds it necessary to
5 examine documents or files prepared by CONTRACTOR in the course of its
6 confidential relationships with its clients, CONTRACTOR may delete information
7 which would identify clients from such documents or files before they are
8 examined by COUNTY

9 32. COPYRIGHT ACCESS

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

14 33. WAIVER

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

23 34. PETTY CASH

24 CONTRACTOR is authorized to establish a petty cash fund in an amount not
25 to exceed two hundred and fifty dollars (250.00).

26 35. PUBLICITY

27 35.1 Information and solicitations, prepared and released by
28 CONTRACTOR, concerning the services provided under this Agreement shall state

1 that the program, wholly or in part, is funded through COUNTY, State and
2 Federal government funds.

3 35.2 CONTRACTOR shall not disclose any details in connection with this
4 Agreement to any person or entity except as may be otherwise provided
5 hereunder or required by law. However, in recognizing CONTRACTOR's need to
6 identify its services and related clients to sustain itself, COUNTY shall not
7 inhibit CONTRACTOR from publishing its role under this Agreement within the
8 following conditions:

9 35.2.1 CONTRACTOR shall develop all publicity material in a
10 professional manner; and

11 35.2.2 During the term of this Agreement, CONTRACTOR shall not,
12 and shall not authorize another to, publish or disseminate any commercial
13 advertisements, press releases, feature articles, or other materials using the
14 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
15 unreasonably withhold written consent.

16 36. COUNTY RESPONSIBILITIES

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

19 37. REFERRALS

20 37.1 CONTRACTOR shall provide services to individuals referred by
21 ADMINISTRATOR.

22 38. REPORTS

23 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR
24 to complete any State-required reports related to the services provided under
25 this Agreement.

26 CONTRACTOR shall maintain records and submit reports containing such
27 data and information regarding the performance of CONTRACTOR's services, costs
28 or other data relating to this Agreement, as may be requested by

1 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
2 modify the provisions of this paragraph upon written notice to CONTRACTOR.

3 39. ENERGY EFFICIENCY STANDARDS

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

7 40. ENVIRONMENTAL PROTECTION STANDARDS

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

14 40.1 No facility to be utilized in the performance of the proposed
15 grant has been listed on the EPA List of Violating Facilities;

16 40.2 It will notify COUNTY prior to award of the receipt of any
17 communication from the Director, Office of Federal Activities, U.S. EPA,
18 indicating that a facility to be utilized for the grant is under consideration
19 to be listed on the EPA List of Violating Facilities; and

20 40.3 It will notify COUNTY and the EPA about any known violation of the
21 above laws and regulations.

22 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
23 CERTAIN FEDERAL TRANSACTIONS

24 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
25 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those
26 provisions set down by the OMB and published in the Federal Register dated
27 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
28 regulations, it is mutually understood that any contract which utilizes

1 Federal monies in excess of \$100,000 must contain and CONTRACTOR must comply
2 with the following provisions:

3 A. The definitions and prohibitions contained in the clause at
4 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
5 Certain Federal Transactions, included in this solicitation, are hereby
6 incorporated by reference in paragraph (B) of this certification.

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

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

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

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

1 C. Submission of this certification and disclosure is a
2 prerequisite for making or entering into this Agreement imposed by Section
3 1352, Title 31, USC. Any person who makes an expenditure prohibited under
4 this provision or who fails to file or amend the disclosure form to be filed
5 or amended by this provision, shall be subject to a civil penalty of not less
6 than \$10,000, and not more than \$100,000, for each such failure.

7 42. POLITICAL ACTIVITY

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

11 43. TERMINATION PROVISIONS

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

19 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to
20 cooperate with ADMINISTRATOR in the orderly transfer of service
21 responsibilities, active case records, and pertinent documents.

22 43.3 The obligations of COUNTY under this Agreement are contingent upon
23 the availability of Federal and/or State funds, as applicable, for the
24 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
25 for the services hereunder in the budget approved by the Orange County Board
26 of Supervisors each fiscal year this Agreement remains in effect or operation.
27 In the event that such funding is terminated or reduced, ADMINISTRATOR may
28 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or

1 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
2 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
3 notification of such determination. CONTRACTOR shall immediately comply with
4 ADMINISTRATOR's decision.

5 43.4 If any provision of this Agreement or the application thereof is
6 held invalid, the remainder of this Agreement shall not be affected thereby.

7 44. GOVERNING LAW AND VENUE

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

17 ///

18 45. SIGNATURE IN COUNTERPARTS

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

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3
4 By: _____
5 Clarence W. Ray
6 Executive Director
7 COMMUNITY ACTION PARTNERSHIP OF
8 ORANGE COUNTY

By: _____
COUNTY OF ORANGE
CHAIR OF THE
BOARD OF SUPERVISORS

9 Dated: _____

Dated: _____

10 By: _____
11 Richard D. Jochum
12 Executive Director
13 FAMILY ASSESSMENT COUNSELING
14 AND EDUCATION SERVICES, INC.

By: _____
Jimmy Ozaeta
CEO, YMCA OF ORANGE

15 Dated: _____

Dated: _____

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

19 By: _____
20 SUSAN NOVAK
21 Clerk of the Board of
22 Supervisors
23 Orange County, California

24 APPROVED AS TO FORM
25 COUNTY COUNSEL
26 COUNTY OF ORANGE, CALIFORNIA

27 By: _____
DEPUTY

28 Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY
8 AND
9 FAMILY ASSESSMENT COUNSELING AND EDUCATION SERVICES, INC.
10 AND
11 YMCA OF ORANGE
12 FOR THE PROVISION OF
13 SERVICES PROMOTING SAFE AND STABLE FAMILIES
14

15 1. POPULATION TO BE SERVED

16 CONTRACTOR shall provide services promoting safe and stable families
17 specified below to families with children, ages birth through eighteen (0-18)
18 years, who are at risk, or have a history of abuse and/or maltreatment, or
19 live in poverty, or receive child welfare services that reside in the City of
20 Orange, California, and surrounding communities within Orange County. The
21 population to be served as defined in this paragraph shall hereinafter be
22 referred to as "PARTICIPANTS."

23 2. WORKLOAD STANDARDS

24 2.1 CONTRACTOR shall provide services/activities, as described in
25 Paragraph 4 below, to address one (1) or more of the seven (7) Promoting Safe
26 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,
27 and addressing all four (4) of the PSSF service categories defined in
28 Subparagraphs 2.1.1 through 2.1.4, below. ADMINISTRATOR may, in its sole

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

14 2.1.1 Family Preservation: Family Preservation (FP) services
15 typically are designed to help families alleviate crises that might lead to
16 out-of-home placement of children; maintain the safety of children in their
17 own homes; and assist families in obtaining services and other supports
18 necessary to address their multiple needs in a culturally sensitive responsive
19 manner. FP services should comprise approximately twenty-five (25) percent of
20 the budget for total services. ~~FACT-funded services~~ Services must address a
21 minimum of one (1) of the PSSF outcomes for each contracted service (as
22 specified in Subparagraph 2.2 below).

23 2.1.2 Family Support: Family Support (FS) services are
24 primarily community-based preventive activities designed to alleviate stress
25 and promote parental competencies and behaviors that will increase the ability
26 of families to successfully nurture their children; enable families to use
27 other resources and opportunities available in the community; and create
28 supportive networks to enhance child-rearing abilities of parents and help

1 compensate for the increased social isolation and vulnerability of families.
2 FS services should comprise approximately thirty-five (35) percent of the
3 budget for total services. ~~FACT-funded services~~ Services must address a
4 minimum of one (1) of the PSSF outcomes for each contracted service (as
5 specified in Subparagraph 2.2 below).

6 2.1.3 Time-Limited Family Reunification: Time-Limited Family
7 Reunification (TLFR) are services and activities provided to a child who is
8 removed from the child's home and placed in a foster family home or a child
9 care institution. These services are also for the parents or primary
10 caregiver for the child, in order to facilitate the reunification of the child
11 safely and appropriately, ~~but only during the fifteen (15) month period that~~
12 ~~begins on the date the child is considered to have entered the dependency~~
13 ~~system~~ during the court ordered family reunification period. TLFR services
14 include individual, group, and family counseling; inpatient, residential, or
15 outpatient substance abuse treatment services; mental health services;
16 assistance to address domestic violence; temporary child care and therapeutic
17 services for families, including crisis nurseries; and transportation to and
18 from any of the above services. TLFR services should comprise approximately
19 twenty (20) percent of the budget for total services. ~~FACT-funded services~~
20 Services must address a minimum of one (1) of the PSSF outcomes for each
21 contracted service (as specified in Subparagraph 2.2 below).

22 2.1.4 Adoption Promotion and Support: Adoption Promotion and
23 Support (APS) services are designed to encourage more adoptions out of the
24 foster care system, when adoptions promote the best interest of children, and
25 including such activities as pre- and post-adoptive services designed to
26 expedite the adoption process and support adoptive families. APS services
27 should comprise approximately twenty (20) percent of the budget for total
28 services. ~~FACT-funded services~~ Services must address a minimum of one (1) of

1 the PSSF outcomes for each contracted service (as specified in Subparagraph
2 2.2 below).

3 2.2 ~~FACT-funded~~ Services must meet a minimum of one (1) of the
4 following PSSF outcomes for each contracted service:

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

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

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

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

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

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

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

19 2.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
20 modify workload standards as set forth in this Paragraph and as authorized by
21 COUNTY, without reducing the level of service to be provided by CONTRACTOR.

22 3. HOURS OF OPERATION

23 3.1 CONTRACTOR shall provide services during hours that are responsive
24 to the needs of the target population(s) as determined by ADMINISTRATOR. At a
25 minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00
26 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County
27 Board of Supervisors. However, CONTRACTOR is encouraged to provide services
28 on holidays, whenever possible.

1 3.2 COUNTY's holiday schedule is as follows: New Year's Day, Martin
2 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
3 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
4 Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior,
5 written approval from ADMINISTRATOR for any closure outside of COUNTY's
6 holiday schedule. Any unauthorized closure shall be deemed a material breach
7 of this Agreement, pursuant to Paragraph 18, and shall not be reimbursed

8 4. SERVICES

9 4.1 Comprehensive Case Management Team (CMT):

10 4.1.1 ~~Family Assessment Counseling and Education Services~~
11 ~~(FACES) shall coordinate with collaborative partners and provide Comprehensive~~
12 ~~Case Management Team services for families and/or caregivers with children~~
13 ~~ages birth to eighteen (0-18) years, who are at risk, and/or low income,~~
14 ~~intact families and/or, foster families, and/or families in the process of~~
15 ~~reunification.~~ The Comprehensive Case Management Team consists of an
16 integrated multidisciplinary team comprised of three (3) or more persons
17 trained and qualified to provide services. The Comprehensive Case Management
18 Team is responsible for identifying the educational, health, or social service
19 needs of a child and child's family and for developing a plan to address these
20 needs as identified in WIC section 18986.40. In addition to the participation
21 of the FRC partner agencies, local Miscellaneous Order Number 534.3 specifies
22 that multidisciplinary services team composition include at least two (2)
23 members from the following: Orange County Probation Department, Orange County
24 Health Care Agency, Orange County Department of Education, Regional Center of
25 Orange County, North Orange County Regional Occupational Program, and Orange
26 County Social Services Agency.

27 4.1.2 FACES in coordination with collaborative partners, shall
28 jointly provide Comprehensive Case Management Team services for families with

1 and/or caregivers of children ages birth to eighteen (0-18) years, who are at
2 risk of abuse or neglect. These include low-income, intact families, foster
3 families, and/or families in the process of reunification (hereinafter
4 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.1).

5 4.1.3 FACES, in coordination with Family Resource Center (FRC)
6 partners, shall jointly provide Comprehensive ~~CMT~~ Case Management Team
7 services for a minimum of one hundred (100) unduplicated PARTICIPANTS
8 annually. Comprehensive ~~CMT~~ Case Management Team services include, but are
9 not limited to: identifying the educational, health, or social service needs
10 of a child, and child's family; developing a plan to address these multiple
11 needs; weekly reviews; team assessment; arranging and coordinating appropriate
12 services; monitoring effectiveness of services; and evaluating the outcome of
13 services, and assigned bilingual clinician/intern, in conjunction with
14 appropriate partners, will utilize clinical skills and knowledge of the
15 community in order to access resources that are best suited to client's needs.
16 Comprehensive ~~CMT~~ Case Management Team services shall include, but not be
17 limited to, but not be limited to, the following components:

18 4.1.3.1 Assessment: FACES Comprehensive ~~CMT~~ Case
19 Management Team Facilitator, FRC Coordinator and Comprehensive Case Management
20 Team shall complete a comprehensive assessment of PARTICIPANTS' strengths and
21 needs, treatment plan, follow-up, and community resources available to
22 PARTICIPANT. The FRC Coordinator shall ensure the completion of a FaCT
23 registration form, FaCT consent form, and referral form.

24 4.1.3.2 Individualized Treatment Plan: On the basis of
25 the assessment, Comprehensive ~~CMT~~ Case Management Team Facilitator, FRC
26 Coordinator and Comprehensive ~~CMT~~ Case Management Team shall jointly develop
27 an individualized treatment plan with the PARTICIPANT that identifies
28 priorities, desired outcomes, the strategies and resources to be used in

1 attaining the outcomes, follow up, and termination.

2 4.1.3.3 Reassessment: FACES Comprehensive CMT Case
3 Management Team Facilitator, FRC Coordinator and Comprehensive CMT Case
4 Management Team shall jointly reassess the PARTICIPANT's status, with input
5 from collaborative partners, in a weekly clinical review of cases.
6 Comprehensive CMT Case Management Team meetings shall provide weekly
7 evaluations and assessment for PARTICIPANTS.

8 4.1.3.4 Termination: The Comprehensive CMT Case
9 Management Team shall terminate the case when the desired outcomes have been
10 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

11 4.1.4 FACES Comprehensive CMT Case Management Team Facilitator,
12 FRC Coordinator and Comprehensive CMT Case Management Team shall jointly
13 provide Comprehensive CMT Case Management Team services Monday through Friday
14 ~~during FRC operating hours continuously throughout~~ from 8:30 AM to 5:00 PM
15 during the term of this Agreement. Comprehensive CMT Case Management Team
16 meetings shall be scheduled a minimum of one (1) day per week for a minimum of
17 one (1) hour in duration FRC Coordinator shall facilitate Comprehensive CMT
18 Case Management Team meetings.

19 4.1.5 FACES Comprehensive CMT Case Management Team Facilitator,
20 FRC Coordinator and Comprehensive CMT Case Management Team shall jointly
21 provide Comprehensive CMT Case Management Team services at FRC location.

22 4.1.6 FACES Comprehensive CMT Case Management Team Facilitator,
23 FRC Coordinator and Comprehensive CMT Case Management Team shall jointly
24 measure progress by ensuring PARTICIPANTS complete a FaCT registration form
25 and a FaCT consent form. Additionally, FACES shall complete the FaCT
26 standardized Comprehensive CMT Case Management Team Tracking and Outcomes Log.

27 4.1.7 FACES Comprehensive CMT Case Management Team Facilitator,
28 FRC Coordinator and Comprehensive CMT Case Management Team shall address the

1 following PSSF service categories: FP, FS, TLFR, and APS.

2 4.1.8 FACES shall provide Comprehensive ~~CMT~~ Case Management Team
3 qualified licensed or licensed-eligible ~~CMT~~ Case Management Team Facilitator
4 staff to facilitate Comprehensive ~~CMT~~ Case Management Team meetings as
5 specified in Subparagraph 11.5 of this Exhibit.

6 4.2 Individual Counseling:

7 4.2.1 FACES shall provide Individual Counseling services for
8 ~~parents, foster parents, caregivers, and/or their~~ to children ages birth to
9 eighteen (0-18) years, ~~who are not Medi-Cal eligible and/or do not meet the~~
10 ~~Medi-Cal eligibility requirements for medical necessity and who are at-risk~~
11 ~~for~~ of abuse and/or neglect, and/or their parents, foster parents (and their
12 children), adoptive families (and their children), and/or caregivers (and
13 their children). Individuals may include: those who are low-income, coming
14 from intact families, and/or ~~families~~ individuals in the process of
15 reunification; those who may be experiencing a crisis due to interpersonal
16 conflicts, ~~family crisis~~, difficult parenting issues, challenging child needs,
17 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
18 of Subparagraph 4.2). These individuals are not Medi-Cal eligible and/or do
19 not meet the Medi-Cal eligibility requirements for medical necessity.

20 4.2.2 FACES shall provide Individual Counseling services for a
21 minimum of twenty five (25) unduplicated PARTICIPANTS annually. Individual
22 Counseling services shall include, but not be limited to, assess PARTICIPANT's
23 needs, provide emotional support, stabilize immediate crisis and develop goals
24 for PARTICIPANTS, address independent living skills, self-control, parenting
25 issues, cycle of abuse, victimization, enhance family dynamics, modify
26 dysfunctional behaviors, incorporate appropriate family roles and develop time
27 limited goals for the family and child in placement that are targeted to
28 PARTICIPANTS' particular reunification plans, if applicable, and make

1 appropriate linkages to all needed treatment programs and social support
2 systems, assist parent/caregivers with proper parenting techniques, facilitate
3 therapeutic exploration, discussion of family issues impacting overall family
4 functioning, and establish reasonable and attainable goals. The Bilingual
5 Counselor shall attend the FRC's Comprehensive CMT Case Management Team
6 meetings. Services shall be provided in a culturally sensitive responsive
7 manner in English and Spanish as needed by PARTICIPANT.

8 4.2.3 FACES shall provide Individual Counseling services
9 continuously throughout the term of this Agreement by appointment Monday
10 through Friday during FRC operating hours. FACES may also schedule evening
11 hours at the request of PARTICIPANTS. Counseling sessions shall be a minimum
12 of fifty (50) minutes in duration, or as clinically indicated by the
13 clinician, and offered to PARTICIPANTS on a weekly basis. FACES shall provide
14 offer a minimum of four (4) weeks of counseling sessions and a maximum of
15 twenty (20) sessions for each PARTICIPANT. FRC shall provide a phone
16 messaging system to record messages and post a sign with an emergency contact
17 name and telephone number for PARTICIPANTS who may call or visit the FRC after
18 hours.

19 4.2.4 FACES shall provide Individual Counseling services in a
20 private office space at the FRC, or other community locations, with advance
21 written approval by ADMINISTRATOR, provided location can accommodate the
22 confidentiality of the service.

23 4.2.5 FACES shall measure progress by ensuring PARTICIPANTS
24 complete a FaCT registration form, FaCT consent form, and FaCT approved
25 assessment tools.

26 4.2.6 FACES' Individual Counseling services shall address the
27 following PSSF service categories: FP, FS, TLFR, and APS.

28 4.2.7 FACES shall provide qualified licensed/licensed-eligible

1 Bilingual Counselor staff as specified in Subparagraph 11.6 of this Exhibit.

2 4.3 Family Counseling:

3 4.3.1 FACES shall provide Family Counseling services to ~~low-~~
4 ~~income parents for families with~~ children ages birth to eighteen (0-18) years,
5 ~~who are not Medi-Cal eligible and/or do not meet the Medi-Cal eligibility~~
6 ~~requirements for medical necessity and who are at-risk for~~ of abuse and/or
7 neglect, and/or their parents, foster parents (and their children), adoptive
8 families (and their children), and/or caregivers (and their children).
9 Families may include: those who are low income; intact families; and/or
10 families in the process of reunification; ~~who may be~~ families experiencing a
11 crisis due to interpersonal conflicts, ~~family crisis~~, difficult parenting
12 issues, challenging child needs, and/or traumatic loss (hereinafter referred
13 to as "PARTICIPANTS" for purposes of Subparagraph 4.3). These families are
14 not Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements
15 for medical necessity

16 4.3.2 FACES shall provide Family Counseling services for a
17 minimum of twenty (20) unduplicated PARTICIPANTS annually. Family Counseling
18 services shall include, but not be limited to, assessing PARTICIPANT's needs,
19 provide emotional support, stabilize immediate crisis and develop goals for
20 PARTICIPANTS, address independent living skills, self-control, parenting
21 issues, cycle of abuse, victimization, enhance family dynamics, modify
22 dysfunctional behaviors, incorporate appropriate family roles and develop time
23 limited goals for the family and child in placement that, are targeted to
24 PARTICIPANTS' particular reunification plans, if applicable, and make
25 appropriate linkages to all needed treatment programs and social support
26 systems, assist parent/caregivers with proper parenting techniques, facilitate
27 therapeutic exploration, discussion of family issues impacting overall family
28 functioning, and establish reasonable and attainable goals. The Bilingual

1 Counselor shall attend the FRC's Comprehensive ~~CM~~ Case Management Team
2 meetings. Services shall be provided in a culturally sensitive responsive
3 manner in English and Spanish as needed by PARTICIPANT.

4 4.3.3 FACES shall provide Family Counseling services
5 continuously throughout the term of this Agreement by appointment Monday
6 through Friday during FRC operating hours. FACES may also schedule evening
7 hours at the request of PARTICIPANTS. Counseling sessions shall be a minimum
8 of fifty (50) minutes in duration, or as clinically indicated by the
9 clinician, and offered to PARTICIPANTS on a weekly basis. FACES shall ~~provide~~
10 offer a minimum of four (4) weeks of counseling sessions and a maximum of
11 twenty (20) sessions for each PARTICIPANT. FRC shall provide a phone
12 messaging system to record messages and post a sign with an emergency contact
13 name and telephone number for PARTICIPANTS who may call or visit the FRC after
14 hours.

15 4.3.4 FACES shall provide Family Counseling services in a
16 private office space at the FRC, or other community locations, with advance
17 written approval by ADMINISTRATOR, provided location can accommodate the
18 confidentiality of the service.

19 4.3.5 FACES shall measure progress by ensuring PARTICIPANTS
20 complete a FaCT registration form, FaCT consent form, and FaCT approved
21 assessment tools.

22 4.3.6 FACES' Family Counseling services shall address the
23 following PSSF service categories: FP, FS, TLFR, and APS.

24 4.3.7 FACES shall provide qualified licensed/licensed-eligible
25 Bilingual Counselor staff as specified in Subparagraph 11.6 of this Exhibit.

26 4.4 Group Counseling:

27 4.4.1 FACES shall provide Group Counseling services for
28 individuals with to children ages birth to eighteen (0-18) years, who are not

1 ~~Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements for~~
2 ~~medical necessity and who are at-risk for~~ of abuse and/or neglect, and/or
3 their parents, foster parents (and their children), adoptive families (and
4 their children), and/or caregivers (and their children). Individuals may
5 include: those who are low-income; coming from intact families; and/or
6 families individuals in the process of reunification; those who may be
7 experiencing a crisis due to interpersonal conflicts, ~~family crisis~~, difficult
8 parenting issues, challenging child needs, and/or traumatic loss (hereinafter
9 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.4). These
10 individuals are not Medi-Cal eligible and/or do not meet the Medi-Cal
11 eligibility requirements for medical necessity

12 4.4.2 FACES shall provide Group Counseling services for a
13 minimum of thirty-six (36) unduplicated PARTICIPANTS annually. Group
14 Counseling services shall include, but not be limited to, assess PARTICIPANT's
15 needs, provide emotional support, stabilize immediate crisis, develop goals
16 for PARTICIPANTS; address independent living skills, self-control, parenting
17 issues, cycle of abuse, victimization, enhance family dynamics, modify
18 dysfunctional behaviors, incorporate appropriate family roles, develop time
19 limited goals for the family and child in placement that are targeted to
20 PARTICIPANTS' particular reunification plans, if applicable, and make
21 appropriate linkages to all needed treatment programs and social support
22 systems, assist parent/caregivers with proper parenting techniques, facilitate
23 therapeutic exploration, discussion of family issues impacting overall family
24 functioning, and establish reasonable and attainable goals. The Bilingual
25 Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the
26 FRC's Comprehensive ~~CMT~~ Case Management Team meetings. Services shall be
27 provided in a culturally sensitive responsive manner in English and Spanish as
28 needed by PARTICIPANTS.

1 4.4.3 FACES shall provide Group Counseling services ~~continuously~~
2 ~~throughout~~ during the term of this Agreement Monday through Friday during FRC
3 operating hours. FACES may also schedule evening hours at the request of
4 PARTICIPANTS. FACES shall provide a minimum of four (4) Group Counseling
5 series at a minimum of ninety (90) minutes each session with a six (6) week
6 session minimum per series for a total of twenty-four (24) weeks minimum Group
7 Counseling services. Each session shall include a minimum of five (5)
8 PARTICIPANTS per group session. FRC shall provide a phone messaging system to
9 record messages and post a sign with an emergency contact name and telephone
10 number for PARTICIPANTS who may call or visit the FRC after hours.

11 4.4.4 FACES shall provide Group Counseling services in a private
12 office space at the FRC, or other community locations, with advance written
13 approval by ADMINISTRATOR, provided location can accommodate the
14 confidentiality of the service.

15 4.4.5 FACES shall measure progress by ensuring PARTICIPANTS
16 complete a FaCT registration form, FaCT consent form, and FaCT approved
17 assessment tools.

18 4.4.6 FACES's Group Counseling services shall address the
19 following PSSF service categories: FP, FS, TLFR, and APS.

20 4.4.7 FACES shall provide qualified licensed/licensed-eligible
21 Bilingual Counselor staff as specified in Subparagraph 11.6 of this Exhibit.

22 4.5 Crisis Counseling:

23 4.5.1 FACES shall provide ~~individual or family~~ Crisis Counseling
24 services ~~for parents, foster parents, caregivers and/or their~~ to children ages
25 birth to eighteen (0-18) years, ~~who are not Medi-Cal eligible and/or do not~~
26 ~~meet the Medi-Cal eligibility requirements for medical necessity and who are~~
27 ~~at-risk for~~ of abuse and/or neglect, and/or their parents, foster parents (and
28 their children), adoptive families (and their children), and/or caregivers

1 (and their children). Individuals may include: those who are low-income;
2 coming from intact families; ~~and/or families~~ individuals in the process of
3 reunification; those who may be experiencing a crisis due to interpersonal
4 conflicts, family crisis, difficult parenting issues, challenging child needs,
5 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
6 of Subparagraph 4.5). These individuals are not Medi-Cal eligible and/or do
7 not meet the Medi-Cal eligibility requirements for medical necessity.

8 4.5.2 FACES shall provide Crisis Counseling services for a
9 minimum of twenty five (25) unduplicated PARTICIPANTS ~~annually~~. Crisis
10 Counseling services shall include, but not be limited to, assess PARTICIPANT's
11 needs, provide emotional support, stabilize immediate crisis, develop goals
12 for PARTICIPANTS, address independent living skills, self-control, parenting
13 issues, cycle of abuse, victimization, enhance family dynamics, modify
14 dysfunctional behaviors, incorporate appropriate family roles, develop time
15 limited goals for the family and child in placement that are targeted to
16 PARTICIPANTS' particular reunification plans, if applicable; and make
17 appropriate linkages to all needed treatment programs and social support
18 systems, assist parent/caregivers with proper parenting techniques, facilitate
19 therapeutic exploration, discussion of family issues impacting overall family
20 functioning, and establish reasonable and attainable goals. The ~~Bilingual~~
21 Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the
22 FRC's Comprehensive ~~CMT~~ Case Management Team meetings. Services shall be
23 provided in a culturally sensitive responsive manner in English and Spanish as
24 needed by PARTICIPANTS.

25 4.5.3 FACES shall provide Crisis Counseling services
26 ~~continuously~~ by appointment throughout the term of this Agreement Monday
27 through Friday during FRC operating hours. FACES may also schedule evening
28 hours at the request of PARTICIPANTS. Crisis Counseling sessions shall be a

1 minimum of fifty (50) minutes in duration, or as clinically indicated by the
2 clinician, and offered to PARTICIPANTS on a weekly basis. FACES shall provide
3 a minimum of one (1) counseling session and a maximum of four (4) sessions for
4 each individual or family. FRC shall provide a phone messaging system to
5 record messages and post a sign with an emergency contact name and telephone
6 number for PARTICIPANTS who may call or visit the FRC after hours.

7 4.5.4 FACES shall provide Crisis Counseling services in a
8 private office space at the FRC, or other community locations, with advance
9 written approval by ADMINISTRATOR, provided location can accommodate the
10 confidentiality of the service.

11 4.5.5 FACES's shall measure progress by ensuring PARTICIPANTS
12 complete a FaCT registration form, FaCT consent form, and FaCT approved
13 assessment tools.

14 4.5.6 FACES's Crisis Counseling services shall address the
15 following PSSF service categories: FP, FS, TLFR, and APS.

16 4.5.7 FACES shall provide qualified licensed/licensed-eligible
17 Bilingual Counselor staff as specified in Subparagraph 11.6 of this Exhibit.

18 4.6 Family Advocacy/Case Management Support Services:

19 4.6.1 Community Action Partnership of Orange County (CAPOC)
20 shall provide Family Advocacy/Case Management Support (~~FACMS~~) services for ~~at-~~
21 ~~risk, low income intact, kinship, relative caregivers, and/or foster and/or~~
22 ~~pre and post adoptive families with~~ to children ages birth to through
23 eighteen (0-18) years, who are at-risk for of abuse and/or neglect, and/or
24 their parents, foster parents (and their children), and/or caregivers (and
25 their children), and/or pre- and post-adoptive families. Families may
26 include: those who are low-income, homeless, unemployed; ~~and those receiving~~
27 ~~child welfare services including~~ families in the process of reunification or
28 in the process of COUNTY adoption process; or those who may be experiencing a

1 crisis due to interpersonal conflicts, difficult parenting issues, challenging
2 child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS"
3 for purposes of Subparagraph 4.6).

4 4.6.2 CAPOC shall provide ~~FACMS~~ Family Advocacy/Case Management
5 Support services for a minimum of one hundred (100) unduplicated PARTICIPANTS
6 annually. ~~FACMS~~ Family Advocacy/Case Management Support services shall
7 include, but not be limited to, the following: assess the strengths and needs
8 of a client and family; arrange, coordinate, monitor, evaluate, and advocate
9 for multiple services for families; link clients to resources and services and
10 opportunities; teach and empower clients to access community resources;
11 strengthen problem solving skills; build on family strengths; case planning;
12 follow up with families; assess if services meet family's need; empower
13 families; teach problem solving skills and how to access resources; and office
14 and in-home visits; Services shall be provided in a family friendly,
15 culturally sensitive responsive and affirming manner in English and Spanish as
16 needed by PARTICIPANT.

17 4.6.3 CAPOC shall provide ~~FACMS~~ Family Advocacy/Case Management
18 Support services continuously throughout the term of this Agreement Monday
19 through Friday during FRC operating hours. CAPOC shall provide short-term
20 ~~FACMS~~ Family Advocacy/Case Management Support services for a minimum of thirty
21 (30) days or long-term ~~FACMS~~ Family Advocacy/Case Management Support services
22 for a minimum of sixty (60) days for each PARTICIPANT.

23 4.6.4 CAPOC shall primarily provide ~~FACMS~~ Family Advocacy/Case
24 Management Support services in family's home, at the FRC, or at other
25 community locations as needed with advance written approval by ADMINISTRATOR.

26 4.6.5 CAPOC shall measure progress by ensuring PARTICIPANTS
27 complete a FaCT registration form, FaCT consent form, and FaCT approved
28 assessment tools.

1 4.6.6 CAPOC's FACMS Family Advocacy/Case Management Support
2 services shall address the following PSSF service categories: FP, FS, TLFR,
3 and APS.

4 4.6.7 CAPOC shall provide qualified Family Advocate/Individual
5 Case Manager staff as specified in Subparagraph 11.2 of this Exhibit.

6 4.7 Parenting Education:

7 4.7.1 FACES shall provide Parenting Education services for to
8 parents, foster parents and/or caregivers of ~~who are at-risk, low-income~~
9 ~~parents and/or caregivers with~~ children ages birth to eighteen (0-18) years,
10 who are at-risk for of child abuse and or neglect. Parents may include: those
11 who are low-income; coming from intact families; dealing with poverty issues,
12 child abuse, domestic violence, unemployment, teen pregnancy parent, adoption;
13 individuals in the process of reunification; those who may be experiencing a
14 crisis due to interpersonal conflicts, difficult parenting issues, challenging
15 child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS"
16 for purposes of Subparagraph 4.7).

17 4.7.2 FACES shall provide Parenting Education services for a
18 minimum of twenty four (24) unduplicated PARTICIPANTS annually. Parenting
19 Education services shall: improve parenting skills; family functioning by
20 teaching parents/caregivers about child development (e.g., developmental
21 expectations); behavior management (e.g., discipline techniques); and coping
22 skills (e.g., communication and stress management). Parenting Education
23 topics shall include, but not be limited to the following: address parent
24 responsibilities; provide psychologically based behavior principles; stress
25 importance of appropriate discipline and support; self-control; emotional
26 regulation; attachment and bonding from birth throughout childhood;
27 difficulties inherent throughout childhood; open and honest communication;
28 praise and acknowledgement; disruptive cycles of inappropriate parenting;

1 healthy and supportive parenting. Parenting Education services shall be
2 provided in a family friendly, culturally sensitive responsive and affirming
3 manner in English and Spanish as needed by PARTICIPANT.

4 4.7.3 FACES shall provide a minimum of two (2) annual Parenting
5 Education series comprised of six (6) weekly classes. Each class session
6 shall be a minimum of two (2) hours in duration. Parenting Education services
7 shall be provided continuously throughout during the term of this Agreement
8 from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times
9 convenient for PARTICIPANTS throughout the term of this Agreement. FACES
10 shall offer Parenting Education services at additional times based on
11 PARTICIPANT availability.

12 4.7.4 FACES shall provide Parenting Education services at the
13 FRC and/or at other community locations, to be approved in advance and in
14 writing by ADMINISTRATOR.

15 4.7.5 FACES shall measure progress by ensuring PARTICIPANTS
16 complete a FaCT registration form and FaCT approved assessment tools.

17 4.7.6 FACES's Parenting Education services shall address the
18 following PSSF service categories: FP and FS.

19 4.7.7 FACES shall provide qualified Parenting Educator staff as
20 specified in Subparagraph 11.12 of this Exhibit.

21 4.8 Parenting Education TLFR:

22 4.8.1 FACES shall provide Parenting Education TLFR services for
23 low-income to parents and/or including caregivers with of children ages birth
24 to eighteen (0-18) years who are in the family reunification process. TLFR
25 parents may include: those who are low-income; dealing with poverty issues,
26 domestic violence, teen parent; those who may be experiencing a crisis due to
27 interpersonal conflicts, difficult parenting issues, challenging child needs,
28 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes

1 of Subparagraph 4.8).

2 4.8.2 FACES shall provide Parenting Education TLFR services for
3 a minimum of twenty (20) unduplicated PARTICIPANTS ~~annually~~. Parenting
4 Education TLFR services shall emphasize prevention of recurrence of
5 maltreatment. Parent Education TLFR topics shall include, but not be limited
6 to address parent responsibilities; provide psychologically based behavioral
7 principles; stress importance of appropriate discipline and support; self-
8 control; emotional regulation; attachment and bonding from birth through
9 childhood; difficulties inherent throughout childhood; open and honest
10 communication; praise and acknowledgement; disruptive cycles of inappropriate
11 parenting; healthy and supportive parenting; monitor attendance and
12 participation; written report to County social workers; completion of
13 pre/post-test; FaCT Assessment and Treatment Plan (A&TP), a County issued
14 standard form; and required termination reports with the number of sessions
15 PARTICIPANT attended. ~~PE~~ Parenting Education TLFR services shall be provided
16 in a family friendly, culturally sensitive responsive and affirming manner in
17 English and Spanish as needed by PARTICIPANT.

18 4.8.3 FACES shall provide a minimum of two (2) ~~annual~~ Parenting
19 Education TLFR series comprised of four (4) weekly classes. Parenting
20 Education TLFR services shall be offered ~~continuously throughout~~ during the
21 term of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday, at
22 dates and times convenient for PARTICIPANTS. FACES shall offer Parenting
23 Education TLFR services at additional times based on PARTICIPANT availability.

24 4.8.4 FACES shall provide Parenting Education TLFR services at
25 the FRC and/or at other community locations, to be approved in advance and in
26 writing by ADMINISTRATOR.

27 4.8.5 FACES shall measure progress by ensuring PARTICIPANTS
28 complete a FaCT registration form and FaCT approved assessment tools.

1 4.8.6 FACES's Parenting Education TLFR services shall address
2 the following PSSF service categories: TLFR.

3 4.8.7 FACES shall provide qualified Parenting Educator staff as
4 specified in Subparagraph 11.12 of this Exhibit.

5 4.9 Parenting Education Workshop:

6 4.9.1 FACES shall provide Parenting Education Workshop services
7 ~~for families who are at-risk, low-income~~ to parents and/or including
8 caregivers with of children ages birth to eighteen (0-18) years who are at-
9 risk ~~for~~ of child abuse and or neglect. Parents may include: those who are
10 low income; dealing with poverty issues, ~~child abuse~~, domestic violence,
11 ~~unemployment~~, teen pregnancy parent, adoption and/or family reunification;
12 those who may be experiencing a crisis due to interpersonal conflicts,
13 difficult parenting issues, challenging child needs, and/or traumatic loss
14 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.9).

15 4.9.2 FACES shall provide Parenting Education Workshop services
16 for a minimum of ten (10) unduplicated PARTICIPANTS annually. Parenting
17 Education Workshop services shall address attachment, bonding, and traumatic
18 loss issues. Parenting Education Workshop services topics shall include, but
19 not be limited to the following curriculum and psychologically based behavior
20 principles, including attachment, bonding and traumatic loss issues,
21 consequences, emotional reactivity, pro-activity in planning child's growth
22 process, modeling appropriate behaviors, limit setting and boundaries,
23 attachment and bonding, child development expectation and milestones,
24 behavioral management, effective praise, safety and prevention, coping skills
25 development, self-control, alcohol and substance abuse awareness, self-esteem,
26 parent roles, communication with adolescents, health, nutrition, and
27 responsible behavior. Parenting Education Workshop services shall be provided
28 in a family friendly, culturally sensitive responsive and affirming manner in

1 English and Spanish as needed by PARTICIPANT.

2 4.9.3 FACES shall provide a minimum of one (1) ~~annual~~ Parenting
3 Education Workshop and shall be a minimum of six (6) hours in duration. FACES
4 shall provide Parenting Education Workshop services ~~continuously throughout~~
5 ~~during~~ the term of this Agreement from 8:00 a.m. to 5:00 p.m., Monday through
6 Friday, at dates and times convenient for PARTICIPANTS. FACES shall offer
7 Parenting Education Workshop services at additional times based on PARTICIPANT
8 availability. Parenting Education Workshop shall be provided in a family
9 friendly, culturally ~~sensitive~~ responsive and ~~affirming~~ manner in English and
10 Spanish as needed by PARTICIPANT.

11 4.9.4 FACES shall provide Parenting Education Workshop services
12 at the FRC and/or at other community locations, to be approved in advance and
13 in writing by ADMINISTRATOR.

14 4.9.5 FACES shall measure progress by ensuring PARTICIPANTS
15 complete FaCT approved assessment tools.

16 4.9.6 FACES Parenting Education Workshop services shall address
17 the following PSSF service categories: FS and FP.

18 4.9.7 FACES shall provide qualified Parenting Educator staff as
19 specified in Subparagraph 11.12 of this Exhibit.

20 4.10 Personal Empowerment Program:

21 4.10.1 FACES, through a subcontract, shall provide Personal
22 Empowerment Program (PEP) services ~~for individuals who are at risk, low income~~
23 ~~to~~ parents and/or caregivers ~~with~~ of children ages birth to ~~through~~ eighteen
24 (0-18) years who are at-risk ~~for child~~ of abuse and or neglect. Individuals
25 may include: those who are low-income or dealing with poverty issues; child
26 abuse, domestic violence; individuals in the County adoption process; or those
27 who may be experiencing a crisis due to interpersonal conflicts, difficult
28 parenting issues, challenging child needs, and/or traumatic loss (hereinafter

1 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.10.

2 4.10.2 FACES, through a subcontract, shall provide PEP Personal
3 Empowerment Program services for a minimum of forty (40) unduplicated
4 PARTICIPANTS annually. PEP Personal Empowerment Program series is comprised
5 of a ten (10) week educational support program designed to help battered
6 victims break the cycle of domestic violence through the following: education
7 on the dynamics of domestic violence; effects of violence on victims and their
8 children; and to help battered victims protect children who live in domestic
9 violence homes. PEP Personal Empowerment Program topics shall include, but
10 not be limited to: safety planning; boundaries; anger management; legal
11 aspects of domestic violence; work through denial; and maintain healthy
12 relationships. PEP Personal Empowerment Program services shall be provided in
13 a family friendly, culturally sensitive responsive and affirming manner in
14 English and Spanish as needed by PARTICIPANT.

15 4.10.3 FACES, through a subcontract, shall provide PEP Personal
16 Empowerment Program groups continuously throughout during the term of this
17 Agreement. Each PEP Personal Empowerment Program group class shall be a
18 minimum of two (2) hours in duration. FACES shall provide PEP Personal
19 Empowerment Program services from 8:30 a.m. to 5:00 p.m., Monday through
20 Friday, at dates and times convenient for PARTICIPANTS. FACES, through a
21 subcontract, shall offer PEP Personal Empowerment Program services at
22 additional times based on PARTICIPANT availability.

23 4.10.4 FACES, through a subcontract, shall provide PEP Personal
24 Empowerment Program services at the FRC and/or at other community locations,
25 to be approved in advance and in writing by ADMINISTRATOR.

26 4.10.5 FACES, through a subcontract, shall measure progress by
27 ensuring PARTICIPANTS complete a FaCT approved assessment tool.

28 4.10.6 FACES' subcontracted PEP Personal Empowerment Program

1 services shall address the following PSSF service categories: FP, FS and APS.

2 4.10.7 FACES, through a subcontract, shall provide qualified PEP
3 Personal Empowerment Program Instructor staff as specified in Subparagraph
4 11.11 of this Exhibit.

5 4.11 Personal Empowerment Program TLFR:

6 4.11.1 FACES, through a subcontract, shall provide PEP Personal
7 Empowerment Program TLFR services ~~for individuals who are at-risk, low-income~~
8 ~~to parents and/or caregivers with~~ of children ages birth through to eighteen
9 (0-18) years who are at-risk ~~for child~~ of abuse and or neglect. TLFR
10 individuals may include: those who are low-income or dealing with poverty
11 issues; child abuse, domestic violence; ~~and those~~ individuals in the County
12 adoption and/or family reunification process; those who may be experiencing a
13 crisis due to interpersonal conflicts, difficult parenting issues, challenging
14 child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS"
15 for purposes of Subparagraph 4.11).

16 4.11.2 FACES, through a subcontract, shall provide PEP Personal
17 Empowerment Program TLFR ~~series~~ services for a minimum of five (5)
18 unduplicated PARTICIPANTS annually. PEP Personal Empowerment Program TLFR
19 series is comprised of a ten (10) week educational support program to help
20 battered victims break the cycle of domestic violence through the following:
21 education on the dynamics of domestic violence; effects of violence on victims
22 and their children; and to help battered victims protect children who live in
23 domestic violence homes. PEP Personal Empowerment Program TLFR topics shall
24 include, but not be limited to, safety planning, boundaries, anger management,
25 legal aspects of domestic violence, work through denial, and maintain healthy
26 relationships. Additionally, PEP Personal Empowerment Program TLFR shall
27 require monitor client attendance and participation; and provide verbal and/or
28 written report to County social workers. PEP Personal Empowerment Program

1 TLFR services shall be provided in a family friendly, culturally sensitive
2 responsive and affirming manner in English and Spanish as needed by
3 PARTICIPANT.

4 4.11.3 FACES, through a subcontract, shall provide four (4) weeks
5 of annual PEP Personal Empowerment Program TLFR groups continuously throughout
6 during the term of this Agreement. Each PEP Personal Empowerment Program TLFR
7 group class shall be a minimum of two (2) hours in duration. FACES, through a
8 subcontract, shall provide PEP Personal Empowerment Program TLFR services from
9 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times convenient
10 for PARTICIPANTS. PEP Personal Empowerment Program TLFR services shall be
11 offered at additional times based on PARTICIPANT availability.

12 4.11.4 FACES, through a subcontract, shall provide PEP Personal
13 Empowerment Program TLFR services at the FRC and/or at other community
14 locations, to be approved in advance and in writing by ADMINISTRATOR.

15 4.11.5 FACES, through a subcontract, shall measure progress by
16 ensuring PARTICIPANTS complete FaCT measurement tools.

17 4.11.6 FACES' subcontracted PEP Personal Empowerment Program TLFR
18 services shall address the following PSSF service categories: TLFR.

19 4.11.7 FACES, through a subcontract, shall provide qualified PEP
20 Personal Empowerment Program Instructor staff as specified in Subparagraph
21 11.11 of this Exhibit.

22 4.12 Community Resource Services:

23 4.12.1 CAPOC shall provide Community Resource Services ~~(CRS)~~
24 ~~services for at-risk, low-income~~ to the following: parents and/or caregivers
25 and their children ages birth to eighteen (0-18) years who are at-risk of
26 abuse or neglect; low-income or dealing with poverty issues (hereinafter
27 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.12).

28 4.12.2 CAPOC shall provide ~~CRS~~ Community Resource Services for a

1 minimum of one thousand two hundred (1,200) unduplicated PARTICIPANTS
2 annually. ~~CRS~~ Community Resource Services shall include, but not be limited
3 to the following: an assessment of need; referral to emergency housing;
4 emergency food; family counseling; child care; substance abuse counseling and
5 treatment; parenting training; utility assistance; health and mental health
6 treatment; education and job training; legal aid; youth academic and
7 recreation services; linkages to a wide range of community services; general
8 family support; family advocacy; case management team; parenting services;
9 treatment services; domestic violence; basic needs; and many other services
10 based on client needs. The FRC shall be required to partner with other County
11 and local community resource services providers. ~~CRS~~ Community Resource
12 Services shall be provided in a family friendly, culturally sensitive
13 responsive and ~~affirming~~ manner in English and Spanish as needed by
14 PARTICIPANT.

15 4.12.3 CAPOC shall provide ~~CRS~~ Community Resource Services Monday
16 through Friday from 8:30 a.m. to 5:00 p.m., continuously throughout the term
17 of this Agreement. FRC shall provide a phone messaging system to record
18 messages during all other times.

19 4.12.4 CAPOC shall provide ~~CRS~~ Community Resource Services at FRC
20 locations.

21 4.12.5 CAPOC shall measure progress by completing FaCT
22 measurement tools.

23 4.12.6 CAPOC's ~~CRS~~ Community Resource Services shall address the
24 following PSSF service categories: FP, FS, TLFR, and APS.

25 4.12.7 CAPOC shall provide qualified ~~CRS~~ Community Resource
26 Services Specialist staff as specified in Subparagraph 11.3 of this Exhibit.

27 4.13 Community Outreach to Promote Foster and Adoption Promotion:

28 4.13.1 CAPOC shall provide Community Outreach to Promote Foster

1 and Adoption Promotion services for parents and/or guardians interested in
2 becoming an adoptive parent/guardian, (hereinafter referred to as
3 "PARTICIPANTS," for purposes of Subparagraph 4.13) ~~of this Exhibit.~~

4 4.13.2 CAPOC shall provide Community Outreach to Promote Foster
5 and Adoption Promotion services for a minimum of thirty two (32) unduplicated
6 PARTICIPANTS. Community Outreach to Promote Foster and Adoption Promotion
7 services shall include, but not be limited to, the following: coordinate
8 outreach messages and presentations to community sites. CAPOC shall recruit
9 four (4) adoptive families annually. All Community Outreach to Promote Foster
10 and Adoption Promotion services will be provided in Spanish and English.

11 4.13.3 CAPOC shall provide a minimum of four (4) Community
12 Outreach to Promote Foster and Adoption Promotion presentations events
13 annually during the term of this Agreement. Community Outreach to Promote
14 Foster and Adoption Promotion presentation events shall be scheduled Monday
15 through Saturday. Community Outreach to Promote Foster and Adoption Promotion
16 presentation events shall be a minimum of two (2) hours in duration.

17 4.13.4 CAPOC shall provide Community Outreach to Promote Foster
18 and Adoption Promotion services at the FRC and/or at other community
19 locations, to be approved in advance and in writing by ADMINISTRATOR.

20 4.13.5 CAPOC shall measure progress by ensuring that PARTICIPANTS
21 complete a FaCT registration form.

22 4.13.6 CAPOC's Community Outreach to Promote Foster and Adoption
23 Promotion services shall address the following PSSF service category: APS.

24 4.13.7 CAPOC shall provide qualified FRC Coordinator staff as
25 specified in Subparagraph 11.1 of this Exhibit.

26 4.14 After School Youth Services:

27 4.14.1 YMCA of Orange (YMCA) shall provide After School Youth
28 Services Program for children ages six (6) through twelve (12) years

1 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.14).

2 4.14.2 YMCA shall provide After School Youth Services Program for
3 a minimum of thirty-five (35) unduplicated PARTICIPANTS ~~annually~~ during the
4 term of this Agreement. After School Youth Services Program services are
5 designed to provide PARTICIPANTS with a safe and nurturing place during after-
6 school and non-school hours. After School Youth Services Program services
7 shall include direct child care, supplies, and snacks directly related to
8 child care services; recreational activities, educational games, health
9 programming; and, organize and maintain childcare space.

10 4.14.3 YMCA shall provide After School Youth Services Program
11 services Monday through Friday 12:30 p.m. to 5:00 p.m. on school days in the
12 months of September through June each year throughout the term of this
13 Agreement.

14 4.14.4 YMCA shall provide After School Youth Services Program
15 services at the YMCA of Orange located at 18672 East Center Avenue, Orange CA
16 92869.

17 4.14.5 YMCA shall measure progress by ensuring PARTICIPANTS
18 complete a FaCT registration form.

19 4.14.6 YMCA's After School Youth Services Program services shall
20 address the following PSSF service categories: FP.

21 4.14.7 YMCA shall provide qualified Site Leader and YMCA Leader
22 staff as specified in Subparagraphs 11.9 and 11.10 of this Exhibit.

23 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

24 5.1 In addition to providing the services described in Paragraph 2.3
25 of this Exhibit A, CONTRACTOR agrees to:

26 5.1.1 Provide ADMINISTRATOR a detailed marketing plan for each
27 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

28 5.1.2 Actively engage the community including local residents,

1 faith-based groups, businesses, public and private organizations, civic
2 groups, and others in the planning and implementation of services that promote
3 the well-being, safety, and permanency of children, families and communities.

4 ~~5.1.3 Be community based and maximize opportunities to provide~~
5 ~~integrated, coordinated and easily accessible resources for families that~~
6 ~~assure the successful linkage of program participants with needed services.~~

7 ~~5.1.4 Affirm families' cultural, ethnic, and linguistic~~
8 ~~identities and enhance their ability to function in a multicultural society.~~

9 ~~5.1.5 Be outcome driven and identify indicators that accurately~~
10 ~~reflect progress towards stated goal(s).~~

11 ~~5.1.6 Employ program strategies based on principles that have~~
12 ~~been demonstrated to be effective with the target population to be served.~~

13 ~~5.1.7 Identify and address family and child abuse issues in the~~
14 ~~community with an emphasis on prevention, early intervention, and permanency.~~

15 ~~5.1.8 Identify and address substance abuse problems, including~~
16 ~~prevention and access to intervention strategies.~~

17 5.1.9 Demonstrate the ability, now and in the future, to
18 integrate multiple public, private, and collaborative partner funding sources.

19 5.2 CONTRACTOR shall develop and maintain a Governance Structure
20 document outlining resource sharing, accountability, decision-making
21 strategies, and a conflict resolution plan. The Governance Structure shall
22 include, but not be limited to, the addition and/or deletion of any partner
23 agency, change of designated fiscal agent, ongoing community input and
24 involvement, principles of collaboration, and voting quorum (including what
25 constitutes a quorum).

26 5.3 CONTRACTOR's FRC Coordinator shall participate in meetings, to be
27 held not more than once per month, of all FaCT FRC Program Coordinators for
28 the purpose of information sharing, joint problem solving, identification of

1 Best Practices, development of common approaches to case management and
2 intake, training, and other related matters. ADMINISTRATOR will provide
3 CONTRACTOR with detailed information regarding meeting date(s) and
4 location(s).

5 5.4 CONTRACTOR shall develop a Community Engagement Advisory Committee
6 (CEAC) that shall meet a minimum of quarterly during the term of this
7 Agreement. CEAC shall develop and advance a community agenda to affect
8 community level change. The FRC will maintain a roster and a copy of minutes
9 for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary,
10 depending on the specific goals of, and the services to be provided by the
11 FRC. CEAC shall consist of community members such as parents, youths,
12 teachers, school community liaisons, businesses professionals, religious
13 community leaders, law enforcement, human and health service professionals,
14 and city representatives. CEAC shall assess, survey, and identify community
15 strengths and needs to advocate for FRC services to meet community need on an
16 annual basis; develop parent and youth leadership; and engage business
17 community to provide tangible support and leadership. The FRC shall provide
18 staff and volunteer coordination to develop and support CEAC.

19 5.5 Appropriate CONTRACTOR staff shall participate in all required
20 training identified by ADMINISTRATOR, including, but not limited to,
21 management information system, FRC Program Coordinator's role in the FRC, and
22 other FRC responsibilities and activities. ADMINISTRATOR will provide
23 CONTRACTOR with detailed information regarding meeting date(s) and
24 location(s).

25 5.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures for
26 reporting any special incidents that occur during CONTRACTOR's performance of
27 duties under this Agreement, involving CONTRACTOR's staff, participants,
28 and/or property.

1 6. FACILITIES

2 Administrative services under this Agreement shall be provided at:

3 El Modena Family Resource Center
4 c/o Community Action Partnership of Orange County
5 18672 East Center Street
6 Orange, CA 92869

7 Home Based Services will be provided in the homes of PARTICIPANTS
8 referred for service.

9 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
10 facility(ies) and location(s) where services shall be provided without
11 changing COUNTY's maximum obligation.

12 7. REPORTS

13 CONTRACTOR shall prepare and submit written reports regarding each
14 participant to ADMINISTRATOR's FaCT Program Coordinator including, but not
15 limited to, the following information:

- 16 7.1 Family identifier;
- 17 7.2 Family member identifier;
- 18 7.3 Ethnicity;
- 19 7.4 Date of birth;
- 20 7.5 Sex;
- 21 7.6 Referral reason(s);
- 22 7.7 Services recommended;
- 23 7.8 Services provided;
- 24 7.9 Date services delivery begins;
- 25 7.10 Date service delivery ends;
- 26 7.11 Status indicators (e.g., previous abuse reports, existing health
27 problems, etc.);
- 28 7.12 Primary language spoken;

1 7.13 PSSF service outcomes as identified in Paragraph 2 of this
2 Exhibit; and,

3 7.14 PSSF service category as identified in Paragraph 2 of this
4 Exhibit.

5 7.15 Reports shall be prepared in a format approved in writing by
6 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and
7 Social Services Agency (SSA) Contract Administrator by the twentieth (20th)
8 day of each month for the preceding month of services.

9 7.16 CONTRACTOR shall complete registration forms and attendance sheets
10 for every service delivered to participant(s) unless specifically exempted by
11 ADMINISTRATOR.

12 7.17 CONTRACTOR shall complete the FaCT standardized Marketing Outreach
13 Log and CEAC Data Form and shall submit to ADMINISTRATOR quarterly, ten (10)
14 calendar days following the end of each quarter.

15 7.18 CONTRACTOR shall provide information deemed necessary by
16 ADMINISTRATOR to complete any state-required reports related to the services
17 provided under this Agreement.

18 8. UTILIZATION REVIEW

19 8.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's
20 request at CONTRACTOR's facility identified in Paragraph 6 of this Exhibit A,
21 to review and evaluate a random selection of PARTICIPANT case records. The
22 review shall include, but is not limited to, an evaluation of the necessity
23 and appropriateness of services provided and length of services. PARTICIPANT
24 cases to be reviewed shall be randomly selected by ADMINISTRATOR.

25 8.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
26 differences of opinion regarding the necessity and appropriateness of services
27 and length of services, the dispute shall be submitted to COUNTY's Director of
28 Children and Family Services for final resolution.

1 9. SUSTAINABILITY

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

5 9.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order
6 to pursue long-term sustainability of CONTRACTOR's FaCT collaborative
7 programs. This includes, but is not limited to, participation in the
8 following:

9 9.1.1 Assessment of long-term need for and reasonableness of
10 FaCT collaborative programs;

11 9.1.2 Training programs developed by or for FaCT;

12 9.1.3 Outreach activities initiated by FaCT staff or FaCT
13 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

14 9.1.4 Research of other public/private funding sources and
15 opportunities;

16 9.1.5 Pursuit of linkages with other partners, as appropriate;
17 and,

18 9.1.6 Development of marketing and community education materials
19 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

20 9.2 CONTRACTOR agrees to cooperate in these efforts, as well as
21 independently pursue opportunities to improve sustainability of their
22 collaborative program. Independent activities may include activities
23 identified above as well as grant writing, and engaging in collaborative
24 agreements with other integrated service initiatives.

25 9.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain
26 CONTRACTOR's FaCT collaborative program by including written progress reports
27 in FaCT measurement tools reports.

10. BUDGET

The budget for services provided pursuant to Exhibit A of this Agreement shall span ~~thirty-six (36)~~ twelve (12) months and is set forth as follows:

BUDGET FOR PERIOD OF JULY 1, 2011 2014 THROUGH JUNE 30, 2012 2015:

<u>LINE ITEMS:</u>		<u>Maximum</u>	<u>Annual</u>
		<u>Hourly</u>	<u>Budget</u>
	<u>FTE ⁽¹⁾</u>	<u>Rate ⁽²⁾</u>	
<u>SALARIES:</u>			
<u>Community Action Partnership of Orange County (CAPOC)</u>			
FRC Coordinator/Supervisor (Service 4.1)	0.40	\$25.25	\$ 21,008
Community Resource Specialist (Service 4.12)	0.50	17.00	17,680
Family Advocate/Individual Case Manager (Service 4.6)	1.00	24.50	50,960
Accountant (Admin)	0.125	28.00	<u>7,280</u>
SUBTOTAL CAPOC SALARIES:			96,928
CAPOC Benefits (30%) ⁽³⁾			<u>29,078</u>
SUBTOTAL CAPOC SALARIES AND BENEFITS:			\$126,006
<u>Family Assessment Counseling and Education Services (FACES)</u>			
Clinical Supervisor (Service 4.1)	0.10	\$32.50	\$ 6,760
Case Management Team Facilitator (Service 4.1)	0.05	25.00	2,600
Bilingual Counselor/Parenting Educator (Services 4.2 - 4.5, 4.7 - 4.9)	1.00	19.50	40,560
Administrative Staff (Admin)	0.08	15.00	<u>2,496</u>
SUBTOTAL FACES SALARIES:			52,416
FACES Benefits (15%) ⁽³⁾			<u>7,862</u>
SUBTOTAL FACES SALARIES AND BENEFITS:			\$ 60,278

1	<u>YMCA of Orange (YMCA)</u>			
2	Program Director (Admin)	187		
3		hours	\$19.00	\$ 3,553
4	Site Leader (Service 4.14)	861		
5		hours	13.00	11,193
6	YMCA Leader (Service 4.14)	600		
7		hours	10.00	<u>6,000</u>
8	SUBTOTAL YMCA SALARIES:			20,746
9	YMCA Benefits (11.45%) ⁽³⁾			<u>2,375</u>
10	SUBTOTAL YMCA SALARIES AND BENEFITS:			23,121
11	SUBTOTAL ALL SALARIES AND BENEFITS:			\$209,405
12	<u>SERVICES AND SUPPLIES:</u>			
13	CAPOC Program Expenses			\$ 1,600
14	CAPOC Mileage			600
15	CAPOC Office Supplies			1,545
16	CAPOC Training			150
17	CAPOC Community Engagement Advisory			200
18	Committee			
19	FACES Program Expenses			250
20	FACES Personal Empowerment Program Consultant (Service			
21	4.10 - 4.11) ⁽⁴⁾			6,000
22	YMCA Program Expenses			<u>250</u>
23	SUBTOTAL SERVICES AND SUPPLIES:			10,595
24	MAXIMUM COUNTY OBLIGATION:			\$220,000

26 ⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the
27 amount of time (stated as a percentage) the position will be providing
28 services under the terms of this Agreement. This percentage is based upon a

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

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

6 ⁽³⁾ Medical, long-term disability, retirement, pension, employee
7 assistance, FICA, SUI, Workers' Compensation and vacation accrual.

8 ⁽⁴⁾ FACES, through a subcontract shall allocate a minimum of \$6,000.00
9 annually, to the provision of ~~PEP~~ Personal Empowerment Program services during
10 the term of this Agreement. ~~PEP~~ Personal Empowerment Program and ~~PEP~~ Personal
11 Empowerment Program TLFR services shall consist of a fee for service ~~PEP~~
12 Personal Empowerment Program Educator. ~~PEP~~ Personal Empowerment Program
13 Education allowable costs shall include training, program supplies, and
14 mileage expenses directly related to the provision of ~~PEP~~ Personal Empowerment
15 Program Education services.

16 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
17 notice, to add, delete or modify line items and/or amounts and/or the number
18 and type of FTE positions without changing COUNTY's maximum obligation as
19 stated in Subparagraph 20.1 of this Agreement or reducing the level of service
20 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3
21 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
22 as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually
23 agree in writing to proportionately reduce the service goals as set forth in
24 this Exhibit.

25 11. STAFF

26 CAPOC shall provide the following described staff positions:

27 11.1 FRC Coordinator:

28 11.1.1 Duties: Perform a variety of administrative functions;

1 coordinate service providers; supervise FRC staff; oversee day-to-day FRC
2 operations; compile statistical and financial data for various reports;
3 facilitate CEAC community involvement; coordinate governance and policy
4 procedure development; coordinate staff training opportunities; prepare and
5 monitor program budget; market FRC services within the community; provide
6 outreach; respond to public inquires on FRC services, procedures, operations,
7 and regulations; facilitate FRC and staff meetings; complete all required
8 documentation; attend all required meetings and trainings; and perform related
9 duties as assigned.

10 11.1.2 Qualifications: Bachelor's degree (or Master's degree
11 preferred) in social work, sociology, psychology, or related field from an
12 accredited university; and two (2) years of experience working with at-risk
13 families and the community; knowledge of child welfare system; capable of
14 relating well to individuals from diverse backgrounds and cultures, varied
15 income and education levels; supervisory experience in management;
16 demonstrated ability to work successfully in a collaborative environment;
17 attention to detail; and computer competency literate. ~~Master's degree and~~
18 Bilingual in English/Spanish is preferred.

19 11.2 Family Advocate/Individual Case Manager:

20 11.2.1 Duties: Assess needs and assist families in crisis to
21 access resources to meet needs, including court ordered families to facilitate
22 family reunification; coordinate information for PARTICIPANT referrals;
23 participate in Comprehensive ~~GMT~~ Case Management Team meetings; follow up on
24 PARTICIPANT's progress; help alleviate barriers to accessing services; compile
25 and maintain records; prepare reports; collect and input data into FaCT
26 database; and attend all required meetings and trainings.

27 11.2.2 Qualifications: Bachelor's degree in human services or
28 related field from an accredited university; knowledge of the child welfare

1 system; and one (1) year of community experience working with at-risk families
2 and the community. ~~is preferred.~~ Bilingual in English/Spanish is required.

3 11.3 Community Resource Specialist:

4 11.3.1 Duties: Provide community resource information assistance
5 to walk-in, call-in, and referred PARTICIPANTS; assess and evaluate
6 PARTICIPANT's immediate needs; linkage to service providers, refer to
7 appropriate resources; perform outreach to community, businesses and schools,
8 collect and input data into FaCT database; promote FRC program services;
9 assist in evaluation of PARTICIPANT needs; represent FRC at community events,
10 maintain required documentation; and collect and input data into FaCT
11 database.

12 11.3.2 Qualifications: High school diploma or equivalent GED;
13 thorough knowledge and understanding of services provided at the FRC and the
14 surrounding community; ability to relate well to individuals from diverse
15 backgrounds ~~and~~ cultures; varied income levels; and educational levels.
16 Bilingual in English/Spanish or English/Vietnamese and proficiency in English
17 is required.

18 11.4 Accountant:

19 11.4.1 Duties: Responsible for ensuring accurate and timely
20 payment of FRC partner agency invoices; timely billing to ADMINISTRATOR;
21 documenting expenditures for audit purposes; attending FaCT-required training;
22 providing financial reports as required or requested by FRC partner agencies
23 and/or ADMINISTRATOR.

24 11.4.2 Qualifications: Bachelor's degree in accounting or in a
25 business or finance related field from an accredited university; two (2) years
26 of experience working as an accountant. Proficiency in English is required.

27 FACES shall provide the following described staff position:

28 11.5 Case Management Team Facilitator/ Clinical Supervisor:

1 11.5.1 Duties: Legally responsible for ensuring the team and/or
2 staff members follow up on all mandated reporting requirements; check
3 attendance of required Comprehensive ~~CMF~~ Case Management Team; ensure
4 confidentiality and/or release forms are signed and maintained; possess a
5 thorough understanding of the laws of confidentiality, child, elder, and
6 dependent adult abuse reporting; facilitate weekly Comprehensive ~~CMF~~ Case
7 Management Team cases including a thorough assessment of needs, treatment
8 plan, follow up plan, and termination; document and maintain case management
9 team records; collect and input data into the FaCT database; provide clinical
10 supervision for counseling services; monitor cases; as necessary be available
11 for crisis and clinical consultation; and review documents for clinical
12 content, track contract requirements to ensure adherence and attend all
13 required meetings and trainings.

14 11.5.2 Qualifications: Licensed Clinical Social Worker (LCSW),
15 Marriage and Family Therapist (MFT), or Clinical Psychologist and at least two
16 (2) years experience of clinical supervision. Bilingual in English/Spanish or
17 English/Vietnamese is preferred and proficiency in English is required.

18 11.6 Bilingual Counselor/Parent Educator:

19 11.6.1 Duties: Provide individual, family, group, and crisis
20 counseling services for children, parents, and/or caregivers who are
21 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
22 parenting issues, challenging child needs, and/or traumatic loss; provide
23 emotional support; stabilize immediate crisis; develop goals for the family;
24 maintain records; prepare reports, collect and input data into FaCT database;
25 and attend all required meetings and trainings.

26 11.6.2 Qualifications: Licensed or licensed-eligible clinician
27 or a qualified professional under clinical supervision including student
28 trainee and interns enrolled in an accredited graduate program under clinical

1 supervision. Bilingual in English/Spanish or English/Vietnamese and
2 proficiency in English is required.

3 11.7 Administrative Assistant:

4 11.7.1 Duties: Provide general support to Program Supervisor,
5 collect required data, audit files, gather community resources, and other
6 duties as requested.

7 11.7.2 Qualifications: High school diploma; one (1) year
8 experience in related field, excellent interpersonal and customer service
9 skills. Bilingual in English/Spanish is preferred and proficiency in English
10 is required.

11 YMCA shall provide the following described staff positions:

12 11.8 Program Director:

13 11.8.1 Duties: Provide the operation and management of the YMCA
14 El Modena Community Center Program; recruit, hire, training and supervision,
15 program development, community relations, and budgeting.

16 11.8.2 Qualifications: A Bachelor's Degree in Child Development,
17 Human Services or related field; twelve (12) units of Child Development or
18 related coursework; and one (1) year experience working in a youth development
19 facility. Bilingual in English/Spanish is preferred and proficiency in
20 English is required.

21 11.9 YMCA Site Leader:

22 11.9.1 Duties: Provide supervision of YMCA leader and oversee
23 child care activities at the FRC to children of PARTICIPANTS attending FRC
24 services; communicate with FRC coordinator and Program Coordinator; attend all
25 required meetings and trainings; and complete required documents.

26 11.9.2 Qualifications: High school diploma, twelve (12) units of
27 Child Development, or related coursework; one (1) year of child care
28 experience, including working with infants; ability to deal with stressful

1 situations; and be creative and energetic. Bilingual in English/Spanish and
2 proficiency in English is required.

3 11.10 YMCA Leader:

4 11.10.1 Duties: Provide child care activities at the FRC to
5 children of PARTICIPANTS attending FRC services; communicate with FRC
6 coordinator and Program Coordinator; attend all required meetings and
7 trainings; and complete required documents.

8 11.10.2 Qualifications: High school diploma, twelve (12) units
9 of Child Development, or related coursework; one (1) year of child care
10 experience, including working with infants; ability to deal with stressful
11 situations; and be creative and energetic. Bilingual in English/Spanish and
12 proficiency in English is required.

13 FACES, through a subcontractor shall provide the following described
14 staff positions:

15 11.11 Personal Empowerment Program Instructor:

16 11.11.1 Duties: Responsible for planning and facilitating ~~PEP~~
17 ~~Personal Empowerment Program~~ classes; participating in weekly supervision
18 meetings; providing referrals or services to PARTICIPANTS as needed; reporting
19 suspected child abuse or other safety issues as needed; ensuring PARTICIPANT
20 confidentiality; and preparing and submitting data and reports as required by
21 ADMINISTRATOR.

22 11.11.2 Qualifications: Bachelor's degree in counseling or
23 related field; two (2) years experience working in the counseling field;
24 possess an understanding of the problems of domestic violence; knowledge of
25 the principles of crisis counseling; excellent written and verbal
26 communication skills; ~~demonstrate~~ computer ~~competency~~ ~~skills~~ including Word
27 processing experience; bilingual in Spanish is required; and proficiency in
28 English is required.

1 11.12 Parenting Educator:

2 11.12.1 Duties: Provide parenting education classes and workshops
3 for child development, behavior management, coping skills, prevention of
4 recurrence of maltreatment and attachment, bonding, and traumatic loss,
5 improve parenting skills and family functioning; monitor attendance and
6 participation; provide written reports; administer FaCT approved pre/post-
7 tests; compile and maintain records; collect and input data into FaCT
8 database; and attend all required meetings and trainings.

9 11.12.2 Qualifications: Twelve (12) units of college education in
10 child development, psychology, sociology, social work, or a related field; one
11 (1) year of experience working in the human services field; and one (1) year
12 of experience working with public speaking or teaching. Bilingual in
13 English/Spanish and proficiency in English is required.

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