

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND  
5 FRIENDLY CENTER, INC.  
6 AND  
7 INTERVAL HOUSE  
8 AND  
9 WESTERN YOUTH SERVICES  
10 FOR THE PROVISION OF  
11 SERVICES PROMOTING SAFE AND STABLE FAMILIES  
12

13 THIS AGREEMENT, entered into this 1st day of July, 2014, which date is  
14 particularized for purpose of reference only, is by and between the COUNTY OF  
15 ORANGE, hereinafter referred to as "COUNTY," and Friendly Center, Inc. a  
16 California non-profit corporation; Interval House, a California non-profit  
17 corporation; and Western Youth Services, a California non-profit corporation,  
18 hereinafter collectively referred to as "FRIENDLY CENTER FAMILY RESOURCE  
19 CENTER" or "CONTRACTOR." Friendly Center, Interval House, and Western Youth  
20 Services, may each also be referred to individually as "Contractor Partner  
21 Agency" or collectively as "Contractor Partner Agencies." This Agreement shall  
22 be administered by the County of Orange Social Services Agency Director or  
23 designee, hereinafter referred to as "ADMINISTRATOR."  
24

25 W I T N E S S E T H:  
26

27 WHEREAS, Federal legislation has provided funding under the Promoting  
28 Safe and Stable Families Program (formerly known as the "Family Preservation

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

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

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

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

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

16 ///  
17 ///  
18 ///  
19 ///  
20 ///  
21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

1 TABLE OF CONTENTS

2 Page

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

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

Exhibit A Title

1. POPULATION TO BE SERVED..... 1  
2. WORKLOAD STANDARDS..... 1  
3. HOURS OF OPERATION..... 4  
4. SERVICES..... 5  
5. ADDITIONAL CONTRACTOR RESPONSIBILITIES..... 32  
6. FACILITIES..... 34  
7. REPORTS..... 34  
8. UTILIZATION REVIEW..... 35  
9. SUSTAINABILITY..... 36  
10. BUDGET..... 37  
11. STAFF..... 41

1           1.     TERM

2           The term of this Agreement shall commence on July 1, 2014, and terminate  
3 on June 30, 2015, unless earlier terminated pursuant to the provisions of  
4 Paragraph 43 of this Agreement; however, CONTRACTOR shall be obligated to  
5 perform such duties as would normally extend beyond this term, including but  
6 not limited to, obligations with respect to indemnification, audits, reporting  
7 and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to  
8 extend the term of this Agreement, for up to twelve (12) additional months  
9 upon the same terms and conditions, provided that COUNTY's maximum obligation  
10 as stated in Subparagraph 20.1 of this Agreement does not increase as a  
11 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 and Friendly Center Family Resource Center, for the Provision of  
8 Services Promoting Safe and Stable Families Services, attached hereto and  
9 incorporated herein by reference. CONTRACTOR shall operate continuously  
10 throughout the term of this Agreement with the number and type of staff  
11 described and as required for provision of services hereunder pursuant to the  
12 personnel 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 to perform the services  
24 described in this Agreement, and agrees to maintain these licenses and permits  
25 in effect for the duration of this Agreement. Further, CONTRACTOR warrants  
26 that its employees shall conduct themselves in compliance with such laws and  
27 licensure requirements including, without limitation, compliance with laws  
28 applicable to sexual harassment and ethical 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 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 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       ///

1 be deemed an assignment of benefits under the terms of this Agreement  
2 requiring COUNTY approval.

3 6.2 Subcontracts:

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

11 6.2.1 Subcontracts of \$25,000 or less:

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

20 6.2.2 Subcontracts in excess of \$25,000:

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



1 subcontractor to CONTRACTOR; and planning, award, and post-award management of  
2 subcontracts, including internal audit procedures and monitoring of  
3 subcontractor's performance until completion of services.

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

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

18 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

19 7.1 Form of Business Organization:

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

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

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

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

5           7.2 Change in Form of Business Organization:

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

13           7.3 Real Property Disclosure:

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

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

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

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

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

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

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

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

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

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

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

4 8. NON-DISCRIMINATION

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

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

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

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

24 8.5 Non-Discrimination in Employment

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

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

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

8 California Department of Social Services

9 Public Inquiry and Response Bureau

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

11 Sacramento, CA 94244-2430

12 Telephone: (800) 952-5253

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

14 8.6 Non-Discrimination in Service Delivery

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

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

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

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

13 8.6.2.2 Discrimination Complaint Form

14 8.6.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

26 Sacramento, CA 94244-2430

27 Federal Civil Rights Contact:

28 U.S. Department of Health and Human Services

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

9. NOTICES

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

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

CONTRACTOR: Friendly Center Family Resource Center  
c/o Friendly Center, Inc.  
P.O. Box 706  
Orange, CA 92856

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

10. NOTICE OF DELAYS

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

///

///

1        11.    INDEMNIFICATION

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

15        12.    INSURANCE

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

23            12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
24 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
25 to the same terms and conditions as set forth herein for CONTRACTOR.

26            12.3 All self-insured retentions (SIRs) and deductibles shall be  
27 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
28 apply, indicate this on the Certificate of Insurance with a "0" by the



1 appropriate line of coverage. Any SIR or deductible in an amount in excess of  
2 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by  
3 the County Executive Office (CEO)/Office of Risk Management.

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

6 12.5 Qualified Insurer

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

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

19 12.6 The policy or policies of insurance maintained by CONTRACTOR shall  
20 provide the minimum limits and coverage as set forth below:

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

<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	Friendly Center, Inc. (FC); Interval House (IH); and Western Youth Services (WYS)
Automobile Liability (including coverage for owned, non-owned and hired vehicles)	\$1,000,000 per occurrence	FC, IH, and WYS
Workers' Compensation	Statutory	FC, IH, and WYS
Employer's Liability	\$1,000,000 per occurrence	FC, IH, and WYS
Professional Liability	\$1,000,000 per claims made or per occurrence	FC, IH, and WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	FC, IH, and WYS
Employee Dishonesty	\$36,652	FC

12.7 Required Coverage Forms

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

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

12.8 Required Endorsements

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

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

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

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

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

16           12.11 The Workers' Compensation policy shall contain a waiver of  
17 subrogation endorsement waiving all rights of subrogation against the County  
18 of Orange, and members of the Board of Supervisors, its elected and appointed  
19 officials, officers, agents and employees.

20           12.12 All insurance policies required by this Agreement shall give the  
21 County of Orange thirty (30) days notice in the event of cancellation and ten  
22 (10) days for non-payment of premium. This shall be evidenced by policy  
23 provisions or an endorsement separate from the Certificate of Insurance.

24           12.13 If CONTRACTOR's Professional Liability policy is a "claims made"  
25 policy, CONTRACTOR shall agree to maintain professional liability coverage for  
26 two (2) years following completion of this Agreement.

27    ///  
28    ///  
  ///

1           12.14 The Commercial General Liability policy shall contain a  
2 severability of interests clause also known as a "separation of insureds"  
3 clause (standard in the ISO CG 0001 policy).

4           12.15 Insurance certificates should be mailed to COUNTY at the address  
5 indicated in Paragraph 9 of this Agreement.

6           12.16 If CONTRACTOR fails to provide the insurance certificates and  
7 endorsements within seven (7) days of notification by CEO/County Procurement  
8 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

9           12.17 COUNTY expressly retains the right to require CONTRACTOR to  
10 increase or decrease insurance of any of the above insurance types throughout  
11 the term of this Agreement. Any increase or decrease in insurance will be as  
12 deemed by County of Orange Risk Manager as appropriate to adequately protect  
13 COUNTY.

14           12.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
15 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
16 certificates of insurance and endorsements with COUNTY incorporating such  
17 changes within thirty (30) days of receipt of such notice, this Agreement may  
18 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
19 entitled to all legal remedies.

20           12.19 The procuring of such required policy or policies of insurance  
21 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
22 fulfill the indemnification provisions and requirements of this Agreement, nor  
23 act in any way to reduce the policy coverage and limits available from the  
24 insurer.

25   13.   NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

26           CONTRACTOR shall report to COUNTY:

27           13.1 Any accident or incident relating to services performed under this  
28 Agreement which involves injury or property damage which may result in the

1 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report  
2 shall be made in writing within twenty-four (24) hours of occurrence.

3 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
4 from or related to services performed by CONTRACTOR under this Agreement.  
5 Such report shall be submitted to COUNTY within twenty-four (24) hours of  
6 occurrence.

7 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
8 property. Such report shall be submitted to COUNTY within twenty-four (24)  
9 hours of occurrence.

10 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
11 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
12 under the term of this Agreement. Such report shall be submitted to COUNTY  
13 within twenty-four (24) hours of occurrence.

14 14. CONFLICT OF INTEREST

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

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

25 15. ANTI-PROSELYTISM PROVISION

26 No funds provided directly to institutions or organizations to provide  
27 services and administer programs under Title 42 United States Code

28 ///

1 (USC)Section 604(a)(1)(A) shall be expended for sectarian worship,  
2 instruction, or proselytization, except as otherwise permitted by law.

3 16. SUPLANTING GOVERNMENT FUNDS

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

13 17. EQUIPMENT

14 17.1 All items purchased with funds provided under this Agreement or  
15 which are furnished to CONTRACTOR by COUNTY which have a single unit cost of  
16 at least five thousand dollars (\$5,000.00), including sales tax, shall be  
17 considered Capital Equipment. Title to all items of Capital Equipment  
18 purchased vests and will remain in COUNTY as such shall be designated by  
19 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the  
20 performance of this Agreement. Upon the termination of this Agreement,  
21 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY  
22 or its representatives, or dispose of them in accordance with the directions  
23 of ADMINISTRATOR.

24 CONTRACTOR further agrees to the following:

25 17.1.1 To maintain all items of Capital Equipment in good  
26 working order and condition, normal wear and tear excepted.

27 17.1.2 To label all items of Capital Equipment, do periodic  
28 inventories as required by ADMINISTRATOR and to maintain an inventory list

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

4 17.1.3 To report in writing to ADMINISTRATOR immediately after  
5 discovery, the loss or theft of any items of Capital Equipment. For stolen  
6 items, the local law enforcement agency must be contacted and a copy of the  
7 police report submitted to ADMINISTRATOR.

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

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

21 17.3 No personal computers or any component thereof may be purchased  
22 with funds provided under this Agreement regardless of purchase price, without  
23 prior written approval of ADMINISTRATOR. Any personal computers or any  
24 component thereof purchased shall be in accordance with computer  
25 specifications provided by ADMINISTRATOR, be subject to the same inventory  
26 control conditions specified in Subparagraphs 17.1.1 to 17.1.4 and, at the  
27 sole discretion of ADMINISTRATOR, become the property of COUNTY upon  
28 termination of this Agreement.

1       18.    BREACH SANCTIONS

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

7           18.1 Afford CONTRACTOR a time period within which to cure the breach,  
8 which period shall be established at the sole discretion of ADMINISTRATOR;  
9 and/or

10          18.2 Discontinue reimbursement to CONTRACTOR for and during the period  
11 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
12 later recovery; and/or

13          18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
14 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

18       19.    DESIGNATED FISCAL AGENCY

19          19.1 Each of the Contractor Partner Agencies agrees that Friendly  
20 Center Inc. shall serve as the designated fiscal agent on behalf of  
21 CONTRACTOR, with authority to present claims to COUNTY on behalf of each of  
22 the Contractor Partner Agencies for services delivered by each of them  
23 pursuant to this Agreement. As designated fiscal agent, Friendly Center,  
24 shall receive the claims from each of the other Contractor Partner Agencies on  
25 a monthly basis and shall submit these claims, along with its own monthly  
26 claim, pursuant to Paragraph 20 herein. Claims submitted to COUNTY by the  
27 designated fiscal agent shall clearly identify the services that were  
28 performed by each Contractor Partner Agency. Any and all payments to be made



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

7 19.2 As designated fiscal agent, Friendly Center, shall also be  
8 responsible for, at a minimum, facilitating CONTRACTOR meetings, collecting  
9 documentation for invoices and outcome measurements from each Contractor  
10 Partner Agency, and maintaining complete and accurate records of all financial  
11 and outcome measurement data on behalf of CONTRACTOR.

12 20. PAYMENTS

13 20.1 Maximum Contractual Obligation:

14 The maximum obligation of COUNTY under this Agreement shall be  
15 \$220,000 or actual allowable costs, whichever is less.

16 20.2 Allowable Costs:

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

23 20.3 Claims:

24 20.3.1 CONTRACTOR shall submit monthly reimbursement claims to be  
25 received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of  
26 the month for expenses incurred in the preceding month. In the event the  
27 twentieth (20<sup>th</sup>) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR  
28 shall submit the claim the next business day. COUNTY holidays include New

1 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'  
2 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,  
3 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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

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

16 20.3.4 Final Claims/Settlement:

17 20.3.4.1 Final claims for the term of July 1, 2014  
18 through June 30, 2015, must be received no later than August 30, 2015 at 4:00  
19 p.m.

20 20.3.4.2 Claims received after the dates specified  
21 in Subparagraphs 20.3.4.1 may not be reimbursed. ADMINISTRATOR may, in its  
22 sole discretion, modify the date upon which the final claim per term must be  
23 received, upon written notice to CONTRACTOR.

24 20.3.4.3 The basis for final settlement shall be the  
25 actual allowable costs as defined in Title 45 of the Code of Federal  
26 Regulations (CFR) and OMB Circular A-122 or 48 CFR 31.2, as applicable,  
27 incurred and paid by CONTRACTOR pursuant to the Agreement; limited, however,  
28 to the maximum obligation of the COUNTY. In the event that any overpayment

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

6 21. OVERPAYMENTS

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

20 22. OUTSTANDING DEBT

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

24 23. FINAL REPORT

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

28 ///

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 a copy of its organization-wide audit for  
16 the period July 1, 2014, through June 30, 2015, by December 30, 2015. Failure  
17 to provide a copy of the organization-wide audit, for the period July 1, 2014,  
18 through June 30, 2015, shall be sufficient cause for ADMINISTRATOR, in its  
19 sole discretion, to deny payment under this or any subsequent Agreement with  
20 CONTRACTOR until such time as the required audit is provided to ADMINISTRATOR.  
21 ADMINISTRATOR may, in its sole discretion, modify the date upon which the  
22 organization-wide audits must be received, upon notice to CONTRACTOR.

23 25. RECORDS, INSPECTIONS AND AUDITS

24 25.1 Financial Records:

25 25.1.1 CONTRACTOR shall prepare and maintain accurate and  
26 complete financial records. Financial records shall be retained, by  
27 CONTRACTOR, for a minimum of five (5) years from the date of final payment

28 ///

1 under this Agreement or until all pending COUNTY, State and Federal audits are  
2 completed, whichever is later.

3 25.1.2 CONTRACTOR shall establish and maintain reasonable  
4 accounting, internal control and financial reporting standards in conformity  
5 with generally accepted accounting principles established by the American  
6 Institute of Certified Public Accountants and to the satisfaction of  
7 ADMINISTRATOR.

8 25.2 Client Records:

9 25.2.1 CONTRACTOR shall prepare and maintain accurate and  
10 complete records of clients served and dates and type of services provided  
11 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

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

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

24 25.3 Public Records:

25 With the exception of client records or other records referenced  
26 in Paragraph 31, entitled Confidentiality, all records, including but not  
27 limited to, reports, audits, notices, claims, statements and correspondence,  
28 ///

1 required by this Agreement may be subject to public disclosure. COUNTY will  
2 not be liable for any such disclosure.

3 25.4 Inspections and Audits:

4 25.4.1 The U.S. Department of Health and Human Services  
5 Comptroller General of the United States, Director of CDSS, State Auditor-  
6 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
7 Department, or any of their authorized representatives, shall have access to  
8 any books, documents, papers and records, including medical records, of  
9 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
10 for the purpose of financial monitoring. Further, all the above mentioned  
11 persons have the right at all reasonable times to inspect or otherwise  
12 evaluate the work performed or being performed under this Agreement and the  
13 premises in which it is being performed.

14 25.4.2 CONTRACTOR shall make available its books and financial  
15 records within the borders of Orange County within ten (10) days after receipt  
16 of written demand by ADMINISTRATOR.

17 25.4.3 In the event CONTRACTOR does not make available its books  
18 and financial records within the borders of Orange County, CONTRACTOR agrees  
19 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
20 designee, necessary to obtain CONTRACTOR's books and financial records.

21 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
22 liability to the State or Federal government or any agency thereof resulting  
23 from any disallowances or other audit exceptions to the extent that such  
24 liability is attributable to CONTRACTOR's failure to perform under this  
25 Agreement.

26 ///

27 ///

28 ///

1           25.5 Evaluation Studies:

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

5           26. PERSONNEL DISCLOSURE

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

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

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

17           26.1.3 The professional degree, if applicable, and experience  
18 required for each position; and

19           26.1.4 The language skill, if applicable, for all personnel.

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

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

1           26.4 CONTRACTOR warrants that all persons employed or otherwise  
2 assigned by CONTRACTOR to provide services under this Agreement have  
3 satisfactory past work records and/or reference checks indicating their  
4 ability to perform the required duties and accept the kind of responsibility  
5 anticipated under this Agreement. CONTRACTOR shall maintain records of  
6 background investigations and reference checks undertaken and coordinated by  
7 CONTRACTOR for each employee and/or volunteer assigned to provide services  
8 under this Agreement for a minimum of five (5) years from the date of final  
9 payment under this Agreement or until all pending COUNTY, State and Federal  
10 audits are completed, whichever is later, in compliance with all applicable  
11 laws.

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

21           26.5 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
22 staff performing work hereunder and any proposed changes in CONTRACTOR's  
23 staff.

24           26.6 COUNTY shall have the right, at its sole discretion, to require  
25 CONTRACTOR to remove any employee from the performance of services under this  
26 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace  
27 said personnel.

28       ///



1           26.7 CONTRACTOR shall notify COUNTY immediately when staff is  
2 terminated for cause from working on this Agreement.

3           26.8 Disqualification, if any, of CONTRACTOR staff, pursuant to  
4 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
5 work in accordance with the terms and conditions of this Agreement.

6       27.   EMPLOYMENT ELIGIBILITY VERIFICATION

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

24       28.   ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

28       ///

- 1 (a) in the case of an individual contractor, his/her name, date of  
2 birth, Social Security number, and residence address;
- 3 (b) in the case of a contractor doing business in a form other than as  
4 an individual, the name, date of birth, Social Security number,  
5 and residence address of each individual who owns an interest of  
6 ten (10) percent or more in the contracting entity;
- 7 (c) a certification that CONTRACTOR has fully complied with all  
8 applicable Federal and State reporting requirements regarding its  
9 employees; and
- 10 (d) a certification that CONTRACTOR has fully complied with all  
11 lawfully served Wage and Earnings Assignment Orders and Notices of  
12 Assignment, and will continue to so comply.

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

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

23 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

24 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to  
25 ensure that all employees, volunteers, consultants, or agents performing  
26 services under this Agreement report child abuse or neglect to one of the  
27 agencies specified in Penal Code Section 11165.9 and dependent adult or elder  
28 abuse as defined in Section 15610.07 of the WIC to one of the agencies

1 specified in WIC Section 15630. CONTRACTOR shall require such employee,  
2 volunteer, consultant or agent to sign a statement acknowledging the child  
3 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the  
4 Penal Code and the dependent adult and elder abuse reporting requirements as  
5 set forth in Section 15630 of the WIC and will comply with the provisions of  
6 these code sections as they now exist or as they may hereafter be amended.

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

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

13 31. CONFIDENTIALITY

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

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

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

7 31.3 CONTRACTOR shall inform all of its employees, agents,  
8 subcontractors, volunteers and partners of this provision and that any person  
9 knowingly and intentionally violating the provisions of said State law may be  
10 guilty of a crime.

11 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
12 be subject to the confidentiality requirements of this Agreement.

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

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

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

26 31.8 Attorney Client Confidentiality Requirements: In the event  
27 Contractor Partner Agency is a legal assistance provider, nothing in this  
28 Agreement shall allow COUNTY or the State of California to engage in any

1 conduct that would impair the attorney-client relationship between CONTRACTOR  
2 and its clients, as that relationship is customarily defined in the legal  
3 community; and, in particular, nothing herein shall require CONTRACTOR to  
4 reveal attorney-client privileged information, nor allow COUNTY or the State  
5 to interfere with any other legal and ethical duties CONTRACTOR owes to its  
6 clients. To the extent COUNTY, in fulfilling its contractual obligations  
7 and/or its obligations under State or Federal law, finds it necessary to  
8 examine documents or files prepared by CONTRACTOR in the course of its  
9 confidential relationships with its clients, CONTRACTOR may delete information  
10 which would identify clients from such documents or files before they are  
11 examined by COUNTY.

12 32. COPYRIGHT ACCESS

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

17 33. WAIVER

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

26 34. PETTY CASH

27 CONTRACTOR is authorized to establish a petty cash fund in an amount not  
28 to exceed two hundred and fifty dollars (\$250.00).

1        35.    PUBLICITY

2            35.1 Information and solicitations, prepared and released by  
3 CONTRACTOR, concerning the services provided under this Agreement shall state  
4 that the program, wholly or in part, is funded through COUNTY, State and  
5 Federal government funds.

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

12            35.2.1 CONTRACTOR shall develop all publicity material in a  
13 professional manner; and

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

19        36.    COUNTY RESPONSIBILITIES

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

22        37.    REFERRALS

23            CONTRACTOR shall provide services to individuals referred by  
24 ADMINISTRATOR.

25        38.    REPORTS

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

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

6 39. ENERGY EFFICIENCY STANDARDS

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

10 40. ENVIRONMENTAL PROTECTION STANDARDS

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

17 40.1 No facility to be utilized in the performance of the proposed  
18 grant has been listed on the EPA List of Violating Facilities;

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

23 40.3 It will notify COUNTY and the EPA about any known violation of the  
24 above laws and regulations.

25 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
26 CERTAIN FEDERAL TRANSACTIONS

27 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
28 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those

1 provisions set down by the OMB and published in the Federal Register dated  
2 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and  
3 regulations, it is mutually understood that any contract which utilizes  
4 Federal monies in excess of \$100,000 must contain and CONTRACTOR must comply  
5 with the following provisions:

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

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

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

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

28 ///



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

5                   C.               Submission of this certification and disclosure is a  
6 prerequisite for making or entering into this Agreement imposed by Section  
7 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
8 this provision or who fails to file or amend the disclosure form to be filed  
9 or amended by this provision, shall be subject to a civil penalty of not less  
10 than \$10,000, and not more than \$100,000, for each such failure.

11   42.   POLITICAL ACTIVITY

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

15   43.   TERMINATION PROVISIONS

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

23               43.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
24 cooperate with ADMINISTRATOR in the orderly transfer of service  
25 responsibilities, active case records, and pertinent documents.

26               43.3 The obligations of COUNTY under this Agreement are contingent upon  
27 the availability of Federal and/or State funds, as applicable, for the  
28 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds

1 for the services hereunder in the budget approved by the Orange County Board  
2 of Supervisors each fiscal year this Agreement remains in effect or operation.  
3 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
4 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
5 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
6 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
7 notification of such determination. CONTRACTOR shall immediately comply with  
8 ADMINISTRATOR's decision.

9 43.4 If any provision of this Agreement or the application thereof is  
10 held invalid, the remainder of this Agreement shall not be affected thereby.

11 44. GOVERNING LAW AND VENUE

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

21 45. SIGNATURE IN COUNTERPARTS

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

25 ///

26 ///

27 ///

28 ///

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

3 By: \_\_\_\_\_  
4 Cathy Seelig  
5 Executive Director  
6 FRIENDLY CENTER, INC.

By: \_\_\_\_\_  
COUNTY OF ORANGE  
CHAIR OF THE  
BOARD OF SUPERVISORS

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

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

8  
9 By: \_\_\_\_\_  
10 Carol Williams  
11 Executive Director  
12 INTERVAL HOUSE

By: \_\_\_\_\_  
Lorrayne Leigh Belhumeur, Ph.D.  
aka Lorry Leigh Belhumeur  
Chief Executive Officer  
WESTERN YOUTH SERVICES

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

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

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

18 By: \_\_\_\_\_  
19 SUSAN NOVAK  
20 Clerk of the Board of Supervisors  
21 Orange County, California

22 APPROVED AS TO FORM  
23 COUNTY COUNSEL  
24 COUNTY OF ORANGE, CALIFORNIA

25 By: \_\_\_\_\_  
26 DEPUTY

27 Dated: \_\_\_\_\_  
28

1 EXHIBIT A  
2 TO  
3 AGREEMENT  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 FRIENDLY CENTER, INC.  
8 AND  
9 INTERVAL HOUSE  
10 AND  
11 WESTERN YOUTH SERVICES  
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 Cities  
20 of Orange and Placentia, California, and surrounding communities within Orange  
21 County. The population to be served as defined in this paragraph shall  
22 hereinafter be 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 responsive manner.  
19 FP services should comprise approximately twenty-five (25) percent of the  
20 budget for total services. Services must address a minimum of one (1) of the  
21 PSSF outcomes for each contracted service (as specified in Subparagraph 2.2  
22 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. Services must address a minimum of one (1) of the  
4 PSSF outcomes for each contracted service (as specified in Subparagraph 2.2  
5 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 during the court ordered family reunification period.  
12 TLFR services include individual, group, and family counseling; inpatient,  
13 residential, or outpatient substance abuse treatment services; mental health  
14 services; assistance to address domestic violence; temporary child care and  
15 therapeutic services for families, including crisis nurseries; and  
16 transportation to and from any of the above services. TLFR services should  
17 comprise approximately twenty (20) percent of the budget for total services.  
18 Services must address a minimum of one (1) of the PSSF outcomes for each  
19 contracted service (as specified in Subparagraph 2.2 below).

20           2.1.4 Adoption Promotion and Support: Adoption Promotion and  
21 Support (APS) services are designed to encourage more adoptions out of the  
22 foster care system, when adoptions promote the best interest of children, and  
23 include such activities as pre- and post-adoptive services designed to  
24 expedite the adoption process and support adoptive families. APS services  
25 should comprise approximately twenty (20) percent of the budget for total  
26 services. Services must address a minimum of one (1) of the PSSF outcomes for  
27 each contracted service (as specified in Subparagraph 2.2 below).

28 ///

1           2.2 Services must meet a minimum of one (1) of the following PSSF  
2 outcomes for each contracted service:

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

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

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

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

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

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

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

17          2.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to  
18 modify workload standards as set forth in this Paragraph and as authorized by  
19 COUNTY, without reducing the level of service to be provided by CONTRACTOR.

20          3.    HOURS OF OPERATION

21          3.1 CONTRACTOR shall provide services during hours that are responsive  
22 to the needs of the target population(s) as determined by ADMINISTRATOR. At a  
23 minimum, CONTRACTOR shall provide services during business days, Monday  
24 through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as  
25 established by the Orange County Board of Supervisor. However, CONTRACTOR is  
26 encouraged to provide the contracted services on holidays, whenever possible.

27          3.2 CONTRACTOR shall maintain a holiday schedule consistent with  
28 COUNTY's holiday schedule: New Year's Day, Martin Luther King Day, President

1 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor  
2 Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving,  
3 and Christmas Day. CONTRACTOR shall obtain prior, written approval from  
4 ADMINISTRATOR for holiday(s) in excess of those listed above. Failure of  
5 CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon  
6 itself all fiscal obligations related to non-COUNTY holiday(s) and shall be  
7 deemed in material breach of this Agreement, pursuant to Paragraph 18, for  
8 services not provided by CONTRACTOR during unapproved holiday(s).

9 4. SERVICES

10 4.1 Comprehensive Case Management Team:

11 4.1.1 The Comprehensive Case Management Team consists of an  
12 integrated multidisciplinary team comprised of three (3) or more persons  
13 trained and qualified to provide services. The Comprehensive Case Management  
14 Team is responsible for identifying the educational, health, or social service  
15 needs of a child and child's family and for developing a plan to address these  
16 needs as identified in Welfare and Institutions Code (WIC) section 18986.40.  
17 In addition to the participation of the FRC partner agencies, local  
18 Miscellaneous Order Number 534.3 specifies that multidisciplinary services  
19 team composition include at least two (2) members from the following: Orange  
20 County Probation Department, Orange County Health Care Agency, Orange County  
21 Department of Education, Regional Center of Orange County, North Orange County  
22 Regional Occupational Program, and Orange County Social Services Agency.

23 4.1.2 Western Youth Services (WYS) shall provide Comprehensive  
24 Case Management Team services for families with and/or caregivers of children  
25 ages birth to eighteen (0-18) years, who are at-risk of abuse or neglect.  
26 These include low-income, intact families, foster families, and/or families in  
27 the process of reunification, (hereinafter referred to as "PARTICIPANTS" for  
28 purposes of Subparagraph 4.1).



1                   4.1.3 WYS, in coordination with collaborative partners, shall  
2 provide Comprehensive Case Management Team services for a minimum of seventy  
3 (70) unduplicated PARTICIPANTS. Comprehensive Case Management Team services  
4 include, but are not limited to, the following: identify the educational,  
5 health, or social service needs of a child, and child's family; develop a plan  
6 to address these multiple needs; weekly reviews; team assessment; arrange and  
7 coordinate appropriate services; monitor effectiveness of services; and  
8 evaluate the outcome of services. Comprehensive Case Management Team services  
9 shall include, but not be limited to, the following components:

10                   4.1.3.1           Assessment: The WYS Clinician/Intern shall  
11 complete a comprehensive assessment of PARTICIPANTS' strengths and needs,  
12 treatment plan, follow-up, and community resources available to PARTICIPANT.  
13 The WYS Comprehensive Case Management Team Facilitator shall ensure the  
14 completion of a FaCT registration form, FaCT consent form, and referral form.

15                   4.1.3.2           Individualized Treatment Plan: On the basis  
16 of the assessment, the WYS Clinician/Intern, Family Resource Center (FRC)  
17 Coordinator, and Comprehensive Case Management Team shall jointly develop an  
18 individualized treatment plan with the PARTICIPANT that identifies priorities,  
19 desired outcomes, the strategies and resources to be used to attain the  
20 outcomes, follow up, and termination.

21                   4.1.3.3           Reassessment: The WYS Clinician/Intern,  
22 FRC Coordinator, and Comprehensive Case Management Team shall jointly reassess  
23 the PARTICIPANT's status, with input from collaborative partners, in a weekly  
24 clinical review of cases. Comprehensive Case Management Team meetings shall  
25 provide weekly evaluations and assessment for PARTICIPANTS.

26                   4.1.3.4           Termination: The Comprehensive Case  
27 Management Team shall terminate the case when the desired outcomes have been  
28 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

1           4.1.4 WYS shall provide Comprehensive Case Management Team  
2 services Monday through Friday from 8:30a.m. - 5:00p.m. during the term of  
3 this Agreement. Comprehensive Case Management Team meetings shall be  
4 scheduled a minimum of one (1) day per week for a minimum of one (1) hour in  
5 duration. WYS's Case Management Team Facilitator shall facilitate  
6 Comprehensive Case Management Team meetings.

7           4.1.5 WYS shall provide Comprehensive Case Management Team  
8 services at FRC locations.

9           4.1.6 WYS, shall measure progress by ensuring PARTICIPANTS  
10 complete a FaCT registration form and a FaCT consent form. Additionally, WYS  
11 shall complete the FaCT standardized Case Management Team Tracking and  
12 Outcomes Log.

13           4.1.7 WYS's Comprehensive Case Management Team services shall  
14 address the following PSSF service categories: FP, FS, TLFR, and APS.

15           4.1.8 WYS shall provide qualified licensed or license eligible  
16 Comprehensive Case Management Team Facilitator staff to facilitate  
17 Comprehensive Case Management Team meetings as specified in Subparagraphs  
18 11.10 of this Exhibit.

19           4.2 Individual Counseling:

20           4.2.1 WYS shall provide Individual Counseling services to  
21 children ages birth to eighteen (0-18) years who are at-risk of abuse or  
22 neglect, and/or their parents, foster parents (and their children), adoptive  
23 families (and their children), and/or caregivers (and their children).  
24 Individuals may include: those who are low-income; coming from intact  
25 families; individuals in the process of reunification; those who may be  
26 experiencing a crisis due to interpersonal conflicts, difficult parenting  
27 issues, challenging child needs, and/or traumatic loss (hereinafter referred  
28 to as "PARTICIPANTS" for purposes of Subparagraph 4.2). These individuals are

1 not Medi-Cal eligible; and/or do not meet the Medi-Cal eligibility  
2 requirements for medical necessity.

3 4.2.2 WYS shall provide Individual Counseling services for a  
4 minimum of twenty-eight (28) unduplicated PARTICIPANTS. Individual Counseling  
5 services shall include, but not be limited to, the following: assess  
6 PARTICIPANT's needs; provide emotional support; stabilize immediate crisis;  
7 develop goals for PARTICIPANTS; address independent living skills; self-  
8 control; parenting issues; cycle of abuse; victimization; enhance family  
9 dynamics; modify dysfunctional behaviors; incorporate appropriate family  
10 roles; develop time limited goals for the family and child in placement that  
11 are targeted to PARTICIPANTS' particular reunification plans, if applicable;  
12 and make appropriate linkages to all needed treatment programs and social  
13 support systems. The Clinician/Intern and/or designee, as approved by  
14 ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team  
15 meetings. Individual Counseling services shall be provided in a culturally  
16 responsive manner in English and Spanish as needed by PARTICIPANT.

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

27 4.2.4 WYS shall provide Individual Counseling services in a  
28 private office space at the FRC, or other community locations, with advance

1 written approval by ADMINISTRATOR, provided location can accommodate the  
2 confidentiality of the service.

3 4.2.5 WYS shall measure progress by ensuring PARTICIPANTS  
4 complete a FaCT registration form, FaCT consent form, and FaCT approved  
5 assessment tools.

6 4.2.6 WYS's Individual Counseling services shall address the  
7 following PSSF service categories: FP, FS, TLFR, and APS.

8 4.2.7 WYS shall provide qualified licensed/licensed eligible  
9 Counselor Clinician/Intern staff as specified in Subparagraph 11.12 of this  
10 Exhibit.

11 4.3 Open Ended Group Counseling:

12 4.3.1 WYS shall provide Open Ended Group Counseling services to  
13 children ages birth to eighteen (0-18) years who are at-risk of abuse or  
14 neglect, and/or their parents, foster parents (and their children), and/or  
15 caregivers (and their children). Individuals may include: those who are low-  
16 income; coming from intact families; individuals in the process of  
17 reunification; those who may be experiencing a crisis due to interpersonal  
18 conflicts, difficult parenting issues, challenging child needs, and/or  
19 traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of  
20 Subparagraph 4.3). These individuals are not Medi-Cal eligible; and/or do not  
21 meet the Medi-Cal eligibility requirements for medical necessity.

22 4.3.2 WYS shall provide Open Ended Group Counseling services for  
23 a minimum of thirty-three (33) unduplicated PARTICIPANTS. Open Ended Group  
24 Counseling services shall include, but not be limited to, the following:  
25 assess PARTICIPANT's needs; provide emotional support; stabilize immediate  
26 crisis; develop goals for PARTICIPANTS; address independent living skills;  
27 self-control; parenting issues; cycle of abuse; victimization; enhance family  
28 dynamics; modify dysfunctional behaviors; incorporate appropriate family

1 roles; develop time limited goals for the family and child in placement that  
2 are targeted to PARTICIPANTS' particular reunification plans, if applicable;  
3 and make appropriate linkages to all needed treatment programs and social  
4 support systems. The Clinician/Intern and/or designee, as approved by  
5 ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team  
6 meetings. Open Ended Group Counseling services shall be provided in a  
7 culturally responsive manner in English and Spanish as needed by PARTICIPANTS.

8 4.3.3 WYS shall provide Open Ended Group Counseling services  
9 during the term of this Agreement Monday through Friday during FRC operating  
10 hours. WYS may also schedule evening hours at the request of PARTICIPANTS.  
11 WYS shall provide a minimum of four (4) Open Ended Group Counseling series at  
12 a minimum of ninety (90) minutes each session with a ten (10) week session  
13 minimum per series. Each session shall include a minimum of three (3) and  
14 maximum of nine (9) PARTICIPANTS per group. FRC shall provide a phone  
15 messaging system to record messages and post a sign with an emergency contact  
16 name and telephone number for PARTICIPANTS who may call or visit the FRC after  
17 hours.

18 4.3.4 WYS shall provide Open Ended Group Counseling services in  
19 a private office space at FRC locations, or other community locations, with  
20 advance written approval by ADMINISTRATOR, provided location can accommodate  
21 the confidentiality of the service.

22 4.3.5 WYS shall measure progress by ensuring PARTICIPANTS  
23 complete a FaCT registration form, FaCT consent form, and FaCT approved  
24 assessment tools.

25 4.3.6 WYS' Open Ended Group Counseling services shall address  
26 the following PSSF service categories: FP, FS, TLFR, and APS.

27 ///

28 ///

1           4.3.7 WYS shall provide qualified licensed/licensed eligible  
2 Counselor Clinician/Intern staff as specified in Subparagraph 11.12 of this  
3 Exhibit.

4           4.4 Family Advocacy:

5           4.4.1 Friendly Center (FC) shall provide Family Advocacy  
6 services to children ages birth to eighteen (0-18) years who are at-risk of  
7 abuse or neglect, and/or their parents, foster parents (and their children),  
8 and/or caregivers (and their children), pre- and post-adoptive families.  
9 Families may include: those who are low-income; unemployed; underemployed;  
10 intact families; homeless families; families in the process of reunification;  
11 families in the COUNTY adoption process; or those who may be experiencing a  
12 crisis due to interpersonal conflicts, difficult parenting issues, challenging  
13 child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS"  
14 for purposes of Subparagraph 4.4).

15           4.4.2 FC shall provide Family Advocacy services for a minimum of  
16 one hundred seventy-five (175) unduplicated PARTICIPANTS. Family Advocacy  
17 services shall include, but not be limited to, the following: conduct in  
18 office or in-home assessment of family strengths and needs; arrange, monitor,  
19 evaluate, and advocate for multiple services for families; refer PARTICIPANTS  
20 to resources and opportunities; empower PARTICIPANTS to access community  
21 resources; strengthen problem solving skills; development and implement a  
22 service plan; build on and support family strengths; identify and link  
23 families to resources and services; coordination of services among service  
24 providers and ADMINISTRATOR's Social Workers; monitor to assure PARTICIPANTS'  
25 needs are being met and goals are being achieved; reassessment of needs as  
26 appropriate; and termination processes. With PARTICIPANT permission, the  
27 Family Advocate or FRC Coordinator shall refer PARTICIPANT to CONTRACTOR'S  
28 Comprehensive Case Management Team meetings to assist with mobilization of

1 services in support of families receiving Family Advocacy services. Family  
2 Advocacy services shall be provided in a family friendly, culturally  
3 responsive manner in English, Spanish, or Vietnamese as needed by PARTICIPANT.

4 4.4.3 FC shall provide Family Advocacy services during the term  
5 of this Agreement Monday through Friday during FRC operating hours. FC shall  
6 provide short-term Family Advocacy services for a minimum of thirty (30) days  
7 or long-term Family Advocacy services for a minimum of sixty (60) days for  
8 each PARTICIPANT.

9 4.4.4 FC shall primarily provide Family Advocacy services in  
10 family's home, at FRC locations, or at other community locations as needed  
11 with advance written approval by ADMINISTRATOR.

12 4.4.5 FC shall measure progress by ensuring PARTICIPANTS  
13 complete a FaCT registration form, FaCT consent form, and FaCT approved  
14 assessment tools.

15 4.4.6 FC's Family Advocacy services shall address the following  
16 PSSF service categories: FP, FS, TLFR, and APS.

17 4.4.7 FC shall provide qualified Family Advocate staff as  
18 specified in Subparagraph 11.2 of this Exhibit.

19 4.5 Parenting Education:

20 4.5.1 WYS shall provide Parenting Education to parents, foster  
21 parents and/or caregivers of children ages birth to eighteen (0-18) years who  
22 are at-risk of abuse or neglect. Parents may include: those who are low-  
23 income; coming from intact families; dealing with poverty issues, child abuse,  
24 domestic violence, teen parent, adoption, individuals in the process of  
25 reunification; those who may be experiencing a crisis due to interpersonal  
26 conflicts, difficult parenting issues, challenging child needs, and/or  
27 traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of  
28 Subparagraph 4.5).

1           4.5.2 WYS shall provide Parenting Education services for a  
2 minimum of ten (10) unduplicated PARTICIPANTS. Parenting Education services  
3 shall improve parenting skills and family functioning by teaching  
4 parents/caregivers about child development (e.g., developmental expectations),  
5 behavior management (e.g., discipline techniques), and coping skills (e.g.,  
6 communication and stress management). Parenting Education topics shall  
7 include, but not be limited to, the following: parent responsibilities;  
8 psychologically based behavior principles; appropriate discipline; support;  
9 self-control; emotional regulation; attachment; bonding; inherent difficulties  
10 of co-parenting; child development education; open and honest communication;  
11 praise and acknowledgement; disruptive cycles of inappropriate parenting; and  
12 supportive parenting. Parenting Education services shall be provided in a  
13 family friendly, culturally responsive manner in English and Spanish as needed  
14 by PARTICIPANT.

15           4.5.3 WYS shall provide a minimum of one (1) Parenting Education  
16 series comprised of six (6) weekly classes. Each class session shall be a  
17 minimum of two (2) hours in duration. WYS shall provide Parenting Education  
18 during the term of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through  
19 Friday, at dates and times convenient for PARTICIPANTS. WYS shall offer  
20 Parenting Education services at additional times based on PARTICIPANT  
21 availability.

22           4.5.4 WYS shall provide Parenting Education services at FRC  
23 locations and/or at other community locations, to be approved in advance and  
24 in writing by ADMINISTRATOR.

25           4.5.5 WYS shall measure progress by ensuring PARTICIPANTS  
26 complete a FaCT registration form and FaCT approved assessment tools.

27           4.5.6 WYS's Parenting Education services shall address the  
28 following PSSF service categories: FP and FS.



1                   4.5.7 WYS shall provide qualified Parenting Educator staff as  
2 specified in Subparagraph 11.11 of this Exhibit.

3                   4.6 Parenting Education TLFR:

4                   4.6.1 WYS shall provide Parenting Education TLFR services to  
5 parents including caregivers of children ages birth to eighteen (0-18) years  
6 who are in the process of reunification. TLFR parents may include: those who  
7 are low-income; dealing with poverty issues, domestic violence, teen parent,  
8 those who may be experiencing a crisis due to interpersonal conflicts,  
9 difficult parenting issues, challenging child needs, and/or traumatic loss  
10 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.6).

11                   4.6.2 WYS shall provide Parenting Education TLFR services for a  
12 minimum of ten (10) unduplicated PARTICIPANTS. Parenting Education TLFR shall  
13 emphasize prevention of recurrence of maltreatment. Parenting Education TLFR  
14 topics shall include, but not be limited to, the following: address parent  
15 responsibilities; psychologically based behavior principles; appropriate  
16 discipline; support; self-control; and emotional regulation; attachment and  
17 bonding; inherent difficulties of co-parenting; child development education;  
18 open and honest communication; praise and acknowledgement; disruptive cycles  
19 of inappropriate parenting; supportive parenting monitor attendance and  
20 participation; written report to County social workers; completion of FaCT  
21 approved assessment tools, ATP, a County issued standard form; and required  
22 termination reports with the number of sessions PARTICIPANT attended.  
23 Parenting Education TLFR services shall be provided in a family friendly,  
24 culturally responsive manner in English and Spanish as needed by PARTICIPANT.

25                   4.6.3 WYS shall provide a minimum of one (1) Parenting Education  
26 TLFR series comprised of four (4) weekly classes. Each class session shall be  
27 a minimum of two (2) hours in duration. WYS shall provide Parenting Education  
28 TLFR services during the term of this Agreement from 8:30 a.m. to 5:00 p.m.,

1 Monday through Friday, at dates and times convenient for PARTICIPANTS. WYS  
2 shall offer Parenting Education TLFR services at additional times based on  
3 PARTICIPANT availability.

4 4.6.4 WYS shall provide Parenting Education TLFR services at the  
5 FRC and/or at other community locations, to be approved in advance and in  
6 writing by ADMINISTRATOR.

7 4.6.5 WYS shall measure progress by ensuring PARTICIPANTS  
8 complete a FaCT registration form and FaCT approved assessment tools.

9 4.6.6 WYS's Parenting Education TLFR services shall address the  
10 following PSSF service categories: TLFR.

11 4.6.7 WYS shall provide qualified Parenting Educator staff as  
12 specified in Subparagraph 11.11 of this Exhibit.

13 4.7 Parenting Education Workshops APS:

14 4.7.1 WYS shall provide Parenting Education Workshops APS  
15 services for families who are at-risk, low-income parents and/or caregivers  
16 with children ages birth to eighteen (0-18) years who are at-risk for child  
17 abuse and neglect; dealing with poverty issues, child abuse, domestic  
18 violence, unemployment, teen pregnancy, adoption and/or family reunification  
19 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.7).

20 4.7.2 WYS shall provide Parenting Education Workshop APS  
21 services for a minimum of ten (10) unduplicated PARTICIPANTS. Parenting  
22 Education Workshops APS services shall address the following: attachment;  
23 bonding; and traumatic loss issues. Parenting Education Workshop APS services  
24 topics shall include, but not be limited to, the following topics: parent  
25 responsibilities; psychologically based behavior principles; appropriate  
26 discipline; support; self-control; emotional regulation; attachment; bonding;  
27 inherent difficulties of co-parenting; child development education; open and  
28 honest communication; praise and acknowledgement; disruptive cycles of

1 inappropriate parenting; and supportive parenting; Parenting Education  
2 Workshop APS services shall be provided in a family friendly, culturally  
3 responsive and manner in English and Spanish as needed by PARTICIPANT.

4 4.7.3 WYS shall provide a minimum of two (2) Parenting Education  
5 Workshop APS for a minimum of three (3) hours in duration. WYS shall provide  
6 Parenting Education Workshop APS services during the term of this Agreement  
7 from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times  
8 convenient for PARTICIPANTS. WYS shall offer Parenting Education Workshop APS  
9 services at additional times based on PARTICIPANT availability.

10 4.7.4 WYS shall provide Parenting Education Workshop APS  
11 services at FRC locations and/or at other community locations, to be approved  
12 in advance and in writing by ADMINISTRATOR.

13 4.7.5 WYS shall measure progress by ensuring PARTICIPANTS  
14 complete a FaCT registration form and FaCT approved assessment tools.

15 4.7.6 WYS's Parenting Education Workshop APS services shall  
16 address the following PSSF service categories: APS.

17 4.7.7 WYS shall provide qualified Parenting Educator staff as  
18 specified in Subparagraph 11.11 of this Exhibit.

19 4.8 Personal Empowerment Program:

20 4.8.1 Interval House (IH) shall provide Personal Empowerment  
21 Program services to parents and/or caregivers of children ages birth to  
22 eighteen (0-18) years who are at-risk of abuse or neglect. Individuals may  
23 include: those who are low-income or dealing with poverty issues; child  
24 abuse, domestic violence; individuals in the County adoption process; or those  
25 who may be experiencing a crisis due to interpersonal conflicts, difficult  
26 parenting issues, challenging child needs, and/or traumatic loss (hereinafter  
27 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.8).

28 ///

1                   4.8.2 IH shall provide Personal Empowerment Program services to  
2 a minimum of twenty-seven (27) unduplicated PARTICIPANTS. Personal  
3 Empowerment Program is comprised of a ten (10) week educational support  
4 program to help battered victims break the cycle of domestic violence through  
5 the following: education on the dynamics of domestic violence; effects of  
6 violence on victims and their children; and help battered victims protect  
7 children who live in domestic violence homes. Personal Empowerment Program  
8 topics shall include, but not be limited to, the following: develop a safety  
9 plan; boundaries; anger management; legal aspects of domestic violence; work  
10 through denial; and maintain healthy relationships. Personal Empowerment  
11 Program services shall be provided in a family friendly, culturally responsive  
12 manner in English and Spanish as needed by PARTICIPANT.

13                   4.8.3 IH shall provide a minimum of four (4) weeks of Personal  
14 Empowerment Program during the term of this Agreement. Each class shall be a  
15 minimum of two (2) hours in duration and offered on a weekly basis. IH shall  
16 provide Personal Empowerment Program services from 8:30 a.m. to 5:00 p.m.,  
17 Monday through Friday, at dates and times convenient for PARTICIPANTS during  
18 the term of this Agreement. IH shall offer Personal Empowerment Program  
19 services at additional times based on PARTICIPANT availability.

20                   4.8.4 IH shall provide Personal Empowerment Program services at  
21 FRC locations and/or at other community locations, to be approved in advance  
22 and in writing by ADMINISTRATOR.

23                   4.8.5 IH shall measure progress by ensuring PARTICIPANTS  
24 complete a FaCT registration form and FaCT approved assessment tools.

25                   4.8.6 IH's Personal Empowerment Program services shall address  
26 the following PSSF service categories: FP, FS, and APS.

27                   4.8.7 IH shall provide qualified Personal Empowerment Program  
28 Instructor staff as specified in Subparagraph 11.8 of this Exhibit.

1           4.9    Personal Empowerment Program TLFR:

2           4.9.1   IH shall provide Personal Empowerment Program TLFR  
3 services to parents and/or caregiver of children ages birth to eighteen (0-18)  
4 years who are at-risk of abuse or neglect. TLFR individuals may include:  
5 those who are low-income or dealing with poverty issues; child abuse, domestic  
6 violence; individuals in the process of reunification; individuals in the  
7 COUNTY adoption process; or those who may be experiencing a crisis due to  
8 interpersonal conflicts, difficult parenting issues, challenging child needs,  
9 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes  
10 of Subparagraph 4.9).

11           4.9.2   IH shall provide Personal Empowerment Program TLFR  
12 services for a minimum of four (4) unduplicated PARTICIPANTS. Personal  
13 Empowerment Program TLFR is comprised of a ten (10) week educational support  
14 program to help battered victims break the cycle of domestic violence through  
15 the following: education on the dynamics of domestic violence; effect of  
16 violence on victims and their children; and to help battered victims protect  
17 children who live in domestic violence homes. Personal Empowerment Program  
18 TLFR topics shall include, but not be limited to, safety planning, boundaries,  
19 anger management, legal aspects of domestic violence, work through denial, and  
20 maintain healthy relationships. Personal Empowerment Program TLFR shall  
21 require monitoring of client attendance and participation; and provide verbal  
22 and/or written report to County social workers. Personal Empowerment Program  
23 TLFR services shall be provided in a family friendly, culturally responsive  
24 manner in English and Spanish as needed by PARTICIPANT.

25           4.9.3   IH shall provide Personal Empowerment Program TLFR during  
26 the term of this Agreement. Each Personal Empowerment Program TLFR class  
27 shall be a minimum of two (2) hours in duration. IH shall provide Personal  
28 Empowerment Program TLFR services from 8:30 a.m. to 5:00 p.m., Monday through

1 Friday, at dates and times convenient for PARTICIPANTS. Personal Empowerment  
2 Program TLFR services shall be offered at additional times based on  
3 PARTICIPANT availability.

4 4.9.4 IH shall provide Personal Empowerment Program TLFR  
5 services at the FRC and/or at other community locations, to be approved in  
6 advance and in writing by ADMINISTRATOR.

7 4.9.5 IH shall measure progress by ensuring PARTICIPANTS  
8 complete FaCT measurement tools.

9 4.9.6 IH's Personal Empowerment Program TLFR services shall  
10 address the following PSSF service categories: TLFR.

11 4.9.7 IH shall provide qualified Personal Empowerment Program  
12 Instructor staff as specified in Subparagraph 11.8 of this Exhibit.

13 4.10 Community Resource Services:

14 4.10.1 FC shall provide Community Resource Services to the  
15 following: parents and/or caregivers and their children ages birth to eighteen  
16 (0-18) years who are at risk of abuse and/or neglect; low income or dealing  
17 with poverty issues (hereinafter referred to as "PARTICIPANTS" for purposes of  
18 Subparagraph 4.10).

19 4.10.2 FC shall provide Community Resource Services for a minimum  
20 of four thousand six hundred fifty-six (4,656) unduplicated PARTICIPANTS.  
21 Community Resource Services shall include the following: assessment of needs;  
22 referral to emergency housing; emergency food; family counseling; child care;  
23 substance abuse counseling and treatment; parent training; utility assistance;  
24 health and mental health treatment; education; job training; legal aid; youth  
25 academic and recreation services; and many other services based on client  
26 needs. The FRC shall be required to partner with other County and local  
27 community resource service providers. Community Resource Services shall be  
28 ///

1 provided in a family friendly, culturally responsive manner in English and  
2 Spanish as needed by PARTICIPANT.

3 4.10.3 FC shall provide Community Resource Services Monday  
4 through Friday from 8:30 a.m. to 5:00 p.m., during the term of this Agreement.  
5 FC shall provide a phone messaging system to record messages during all other  
6 times.

7 4.10.4 FC shall provide Community Resource Services at FRC  
8 locations.

9 4.10.5 FC shall measure progress by completing the FaCT approved  
10 tracking tools.

11 4.10.6 FC's Community Resource Services shall address the  
12 following PSSF service categories: FP, FS, TLFR, and APS.

13 4.10.7 FC shall provide qualified Community Resource Services  
14 Specialist staff as specified in Subparagraph 11.3 of this Exhibit.

15 4.11 Family Interactive Events APS:

16 4.11.1 FC shall provide Family Interactive Events APS services  
17 for at-risk individuals, including adoptive, foster, non-relative family  
18 members, and/or relative caregivers with children ages birth through eighteen  
19 (0-18) years, (hereinafter referred to as "PARTICIPANTS" for purposes of  
20 Subparagraph 4.11).

21 4.11.2 FC shall provide Family Interactive Events APS services  
22 for a minimum of fifteen (15) unduplicated PARTICIPANTS. Family Interactive  
23 Events APS services shall focus on the following: families; bonding; peer  
24 support; and socialization. Family Interactive Events APS services shall be  
25 provided in a family friendly, culturally responsive manner in English and  
26 Spanish as needed by PARTICIPANT.

27 4.11.3 FC shall provide a minimum of two (2) Family Interactive  
28 Events APS events. Family Interactive Events APS services shall be provided

1 during the term of this Agreement Monday through Friday during FRC operating  
2 hours.

3 4.11.4 FC shall primarily provide Family Interactive Events APS  
4 services at FRC locations or at other community locations as needed with  
5 advance written approval by ADMINISTRATOR.

6 4.11.5 FC shall measure progress by ensuring PARTICIPANTS  
7 complete a FaCT registration form, and FaCT approved assessment tools.

8 4.11.6 FC's Family Interactive Events APS services shall address  
9 the following PSSF service categories: APS.

10 4.11.7 FC shall provide qualified FRC Program Coordinator staff  
11 as specified in Subparagraph 11.1 of this Exhibit.

12 4.12 Adoption Community Outreach:

13 4.12.1 FC shall provide Adoption Community Outreach services to  
14 parents with children ages birth through eighteen (0-18) years who are at-risk  
15 of abuse or neglect (hereinafter referred to as "PARTICIPANTS" for purposes of  
16 Subparagraph 4.12).

17 4.12.2 FC shall provide a minimum of eight (8) Adoption Community  
18 Outreach presentations to a minimum of one hundred fifty (150) unduplicated  
19 PARTICIPANTS. Adoption Community Outreach services shall increase community  
20 awareness and provide foster and adoptive service information to schools,  
21 parent groups, service clubs, and faith-based groups. Adoption Community  
22 Outreach services shall be provided in a family friendly, culturally  
23 responsive manner in English and Spanish as needed.

24 4.12.3 FC shall provide Adoption Community Outreach services  
25 during the term of this Agreement Monday through Friday during FRC operating  
26 hours.

27 ///

28 ///



1                   4.12.4 FC shall provide Adoption Community Outreach services at  
2 FRC locations or at other community locations as needed with advance written  
3 approval by ADMINISTRATOR.

4                   4.12.5 FC shall measure progress by completing FaCT approved  
5 measurement tool(s).

6                   4.12.6 FC's Adoption Community Outreach services shall address  
7 the following PSSF service categories: APS.

8                   4.12.7 FC shall provide qualified FRC Program Coordinator staff  
9 as specified in Subparagraph 11.1 of this Exhibit.

10           4.13 Parent Project Series:

11                   4.13.1 FC shall provide Parent Project Series services for  
12 parents with at-risk adolescent children ages twelve through eighteen (12-18)  
13 years who are strong willed, display disruptive behavior, make poor choices,  
14 and/or have a history with local police or school administration (hereinafter  
15 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.13).

16                   4.13.2 FC shall provide a minimum of one (1) Parent Project  
17 Series services to a minimum of twenty (20) unduplicated PARTICIPANTS. Parent  
18 Project Series service is comprised of an eight (8) week lecture format class  
19 with guest speakers, group participation, and group projects. Parent Project  
20 Series services shall include, but not be limited to the following: changes  
21 children experience in adolescent years; drug addiction education; and  
22 severity of drug problems. Parent Project Series services shall be provided  
23 in a family friendly, culturally responsive manner in English and Spanish as  
24 needed.

25                   4.13.3 FC shall provide Parent Project Series services during the  
26 term of this Agreement Monday through Friday during FRC operating hours.

27           ///  
28           ///  
29           ///  
30           ///  
31           ///  
32           ///  
33           ///  
34           ///  
35           ///  
36           ///  
37           ///  
38           ///  
39           ///  
40           ///  
41           ///  
42           ///  
43           ///  
44           ///  
45           ///  
46           ///  
47           ///  
48           ///  
49           ///  
50           ///  
51           ///  
52           ///  
53           ///  
54           ///  
55           ///  
56           ///  
57           ///  
58           ///  
59           ///  
60           ///  
61           ///  
62           ///  
63           ///  
64           ///  
65           ///  
66           ///  
67           ///  
68           ///  
69           ///  
70           ///  
71           ///  
72           ///  
73           ///  
74           ///  
75           ///  
76           ///  
77           ///  
78           ///  
79           ///  
80           ///  
81           ///  
82           ///  
83           ///  
84           ///  
85           ///  
86           ///  
87           ///  
88           ///  
89           ///  
90           ///  
91           ///  
92           ///  
93           ///  
94           ///  
95           ///  
96           ///  
97           ///  
98           ///  
99           ///  
100           ///  
101           ///  
102           ///  
103           ///  
104           ///  
105           ///  
106           ///  
107           ///  
108           ///  
109           ///  
110           ///  
111           ///  
112           ///  
113           ///  
114           ///  
115           ///  
116           ///  
117           ///  
118           ///  
119           ///  
120           ///  
121           ///  
122           ///  
123           ///  
124           ///  
125           ///  
126           ///  
127           ///  
128           ///  
129           ///  
130           ///  
131           ///  
132           ///  
133           ///  
134           ///  
135           ///  
136           ///  
137           ///  
138           ///  
139           ///  
140           ///  
141           ///  
142           ///  
143           ///  
144           ///  
145           ///  
146           ///  
147           ///  
148           ///  
149           ///  
150           ///  
151           ///  
152           ///  
153           ///  
154           ///  
155           ///  
156           ///  
157           ///  
158           ///  
159           ///  
160           ///  
161           ///  
162           ///  
163           ///  
164           ///  
165           ///  
166           ///  
167           ///  
168           ///  
169           ///  
170           ///  
171           ///  
172           ///  
173           ///  
174           ///  
175           ///  
176           ///  
177           ///  
178           ///  
179           ///  
180           ///  
181           ///  
182           ///  
183           ///  
184           ///  
185           ///  
186           ///  
187           ///  
188           ///  
189           ///  
190           ///  
191           ///  
192           ///  
193           ///  
194           ///  
195           ///  
196           ///  
197           ///  
198           ///  
199           ///  
200           ///  
201           ///  
202           ///  
203           ///  
204           ///  
205           ///  
206           ///  
207           ///  
208           ///  
209           ///  
210           ///  
211           ///  
212           ///  
213           ///  
214           ///  
215           ///  
216           ///  
217           ///  
218           ///  
219           ///  
220           ///  
221           ///  
222           ///  
223           ///  
224           ///  
225           ///  
226           ///  
227           ///  
228           ///  
229           ///  
230           ///  
231           ///  
232           ///  
233           ///  
234           ///  
235           ///  
236           ///  
237           ///  
238           ///  
239           ///  
240           ///  
241           ///  
242           ///  
243           ///  
244           ///  
245           ///  
246           ///  
247           ///  
248           ///  
249           ///  
250           ///  
251           ///  
252           ///  
253           ///  
254           ///  
255           ///  
256           ///  
257           ///  
258           ///  
259           ///  
260           ///  
261           ///  
262           ///  
263           ///  
264           ///  
265           ///  
266           ///  
267           ///  
268           ///  
269           ///  
270           ///  
271           ///  
272           ///  
273           ///  
274           ///  
275           ///  
276           ///  
277           ///  
278           ///  
279           ///  
280           ///  
281           ///  
282           ///  
283           ///  
284           ///  
285           ///  
286           ///  
287           ///  
288           ///  
289           ///  
290           ///  
291           ///  
292           ///  
293           ///  
294           ///  
295           ///  
296           ///  
297           ///  
298           ///  
299           ///  
300           ///  
301           ///  
302           ///  
303           ///  
304           ///  
305           ///  
306           ///  
307           ///  
308           ///  
309           ///  
310           ///  
311           ///  
312           ///  
313           ///  
314           ///  
315           ///  
316           ///  
317           ///  
318           ///  
319           ///  
320           ///  
321           ///  
322           ///  
323           ///  
324           ///  
325           ///  
326           ///  
327           ///  
328           ///  
329           ///  
330           ///  
331           ///  
332           ///  
333           ///  
334           ///  
335           ///  
336           ///  
337           ///  
338           ///  
339           ///  
340           ///  
341           ///  
342           ///  
343           ///  
344           ///  
345           ///  
346           ///  
347           ///  
348           ///  
349           ///  
350           ///  
351           ///  
352           ///  
353           ///  
354           ///  
355           ///  
356           ///  
357           ///  
358           ///  
359           ///  
360           ///  
361           ///  
362           ///  
363           ///  
364           ///  
365           ///  
366           ///  
367           ///  
368           ///  
369           ///  
370           ///  
371           ///  
372           ///  
373           ///  
374           ///  
375           ///  
376           ///  
377           ///  
378           ///  
379           ///  
380           ///  
381           ///  
382           ///  
383           ///  
384           ///  
385           ///  
386           ///  
387           ///  
388           ///  
389           ///  
390           ///  
391           ///  
392           ///  
393           ///  
394           ///  
395           ///  
396           ///  
397           ///  
398           ///  
399           ///  
400           ///  
401           ///  
402           ///  
403           ///  
404           ///  
405           ///  
406           ///  
407           ///  
408           ///  
409           ///  
410           ///  
411           ///  
412           ///  
413           ///  
414           ///  
415           ///  
416           ///  
417           ///  
418           ///  
419           ///  
420           ///  
421           ///  
422           ///  
423           ///  
424           ///  
425           ///  
426           ///  
427           ///  
428           ///  
429           ///  
430           ///  
431           ///  
432           ///  
433           ///  
434           ///  
435           ///  
436           ///  
437           ///  
438           ///  
439           ///  
440           ///  
441           ///  
442           ///  
443           ///  
444           ///  
445           ///  
446           ///  
447           ///  
448           ///  
449           ///  
450           ///  
451           ///  
452           ///  
453           ///  
454           ///  
455           ///  
456           ///  
457           ///  
458           ///  
459           ///  
460           ///  
461           ///  
462           ///  
463           ///  
464           ///  
465           ///  
466           ///  
467           ///  
468           ///  
469           ///  
470           ///  
471           ///  
472           ///  
473           ///  
474           ///  
475           ///  
476           ///  
477           ///  
478           ///  
479           ///  
480           ///  
481           ///  
482           ///  
483           ///  
484           ///  
485           ///  
486           ///  
487           ///  
488           ///  
489           ///  
490           ///  
491           ///  
492           ///  
493           ///  
494           ///  
495           ///  
496           ///  
497           ///  
498           ///  
499           ///  
500           ///  
501           ///  
502           ///  
503           ///  
504           ///  
505           ///  
506           ///  
507           ///  
508           ///  
509           ///  
510           ///  
511           ///  
512           ///  
513           ///  
514           ///  
515           ///  
516           ///  
517           ///  
518           ///  
519           ///  
520           ///  
521           ///  
522           ///  
523           ///  
524           ///  
525           ///  
526           ///  
527           ///  
528           ///  
529           ///  
530           ///  
531           ///  
532           ///  
533           ///  
534           ///  
535           ///  
536           ///  
537           ///  
538           ///  
539           ///  
540           ///  
541           ///  
542           ///  
543           ///  
544           ///  
545           ///  
546           ///  
547           ///  
548           ///  
549           ///  
550           ///  
551           ///  
552           ///  
553           ///  
554           ///  
555           ///  
556           ///  
557           ///  
558           ///  
559           ///  
560           ///  
561           ///  
562           ///  
563           ///  
564           ///  
565           ///  
566           ///  
567           ///  
568           ///  
569           ///  
570           ///  
571           ///  
572           ///  
573           ///  
574           ///  
575           ///  
576           ///  
577           ///  
578           ///  
579           ///  
580           ///  
581           ///  
582           ///  
583           ///  
584           ///  
585           ///  
586           ///  
587           ///  
588           ///  
589           ///  
590           ///  
591           ///  
592           ///  
593           ///  
594           ///  
595           ///  
596           ///  
597           ///  
598           ///  
599           ///  
600           ///  
601           ///  
602           ///  
603           ///  
604           ///  
605           ///  
606           ///  
607           ///  
608           ///  
609           ///  
610           ///  
611           ///  
612           ///  
613           ///  
614           ///  
615           ///  
616           ///  
617           ///  
618           ///  
619           ///  
620           ///  
621           ///  
622           ///  
623           ///  
624           ///  
625           ///  
626           ///  
627           ///  
628           ///  
629           ///  
630           ///  
631           ///  
632           ///  
633           ///  
634           ///  
635           ///  
636           ///  
637           ///  
638           ///  
639           ///  
640           ///  
641           ///  
642           ///  
643           ///  
644           ///  
645           ///  
646           ///  
647           ///  
648           ///  
649           ///  
650           ///  
651           ///  
652           ///  
653           ///  
654           ///  
655           ///  
656           ///  
657           ///  
658           ///  
659           ///  
660           ///  
661           ///  
662           ///  
663           ///  
664           ///  
665           ///  
666           ///  
667           ///  
668           ///  
669           ///  
670           ///  
671           ///  
672           ///  
673           ///  
674           ///  
675           ///  
676           ///  
677           ///  
678           ///  
679           ///  
680           ///  
681           ///  
682           ///  
683           ///  
684           ///  
685           ///  
686           ///  
687           ///  
688           ///  
689           ///  
690           ///  
691           ///  
692           ///  
693           ///  
694           ///  
695           ///  
696           ///  
697           ///  
698           ///  
699           ///  
700           ///  
701           ///  
702           ///  
703           ///  
704           ///  
705           ///  
706           ///  
707           ///  
708           ///  
709           ///  
710           ///  
711           ///  
712           ///  
713           ///  
714           ///  
715           ///  
716           ///  
717           ///  
718           ///  
719           ///  
720           ///  
721           ///  
722           ///  
723           ///  
724           ///  
725           ///  
726           ///  
727           ///  
728           ///  
729           ///  
730           ///  
731           ///  
732           ///  
733           ///  
734           ///  
735           ///  
736           ///  
737           ///  
738           ///  
739           ///  
740           ///  
741           ///  
742           ///  
743           ///  
744           ///  
745           ///  
746           ///  
747           ///  
748           ///  
749           ///  
750           ///  
751           ///  
752           ///  
753           ///  
754           ///  
755           ///  
756           ///  
757           ///  
758           ///  
759           ///  
760           ///  
761           ///  
762           ///  
763           ///  
764           ///  
765           ///  
766           ///  
767           ///  
768           ///  
769           ///  
770           ///  
771           ///  
772           ///  
773           ///  
774           ///  
775           ///  
776           ///  
777           ///  
778           ///  
779           ///  
780           ///  
781           ///  
782           ///  
783           ///  
784           ///  
785           ///  
786           ///  
787           ///  
788           ///  
789           ///  
790           ///  
791           ///  
792           ///  
793           ///  
794           ///  
795           ///  
796           ///  
797           ///  
798           ///  
799           ///  
800           ///  
801           ///  
802           ///  
803           ///  
804           ///  
805           ///  
806           ///  
807           ///  
808           ///  
809           ///  
810           ///  
811           ///  
812           ///  
813           ///  
814           ///  
815           ///  
816           ///  
817           ///  
818           ///  
819           ///  
820           ///  
821           ///  
822           ///  
823           ///  
824           ///  
825           ///  
826           ///  
827           ///  
828           ///  
829           ///  
830           ///  
831           ///  
832           ///  
833           ///  
834           ///  
835           ///  
836           ///  
837           ///  
838           ///  
839           ///  
840           ///  
841           ///  
842           ///  
843           ///  
844           ///  
845           ///  
846           ///  
847           ///  
848           ///  
849           ///  
850           ///  
851           ///  
852           ///  
853           ///  
854           ///  
855           ///  
856           ///  
857           ///  
858           ///  
859           ///  
860           ///  
861           ///  
862           ///  
863           ///  
864           ///  
865           ///  
866           ///  
867           ///  
868           ///  
869           ///  
870           ///  
871           ///  
872           ///  
873           ///  
874           ///  
875           ///  
876           ///  
877           ///  
878           ///  
879           ///  
880           ///  
881           ///  
882           ///  
883           ///  
884           ///  
885           ///  
886           ///  
887           ///  
888           ///  
889           ///  
890           ///  
891           ///  
892           ///  
893           ///  
894           ///  
895           ///  
896           ///  
897           ///  
898           ///  
899           ///  
900           ///  
901           ///  
902           ///  
903           ///  
904           ///  
905           ///  
906           ///  
907           ///  
908           ///  
909           ///  
910           ///  
911           ///  
912           ///  
913           ///  
914           ///  
915           ///  
916           ///  
917           ///  
918           ///  
919           ///  
920           ///  
921           ///  
922           ///  
923           ///  
924           ///  
925           ///  
926           ///  
927           ///  
928           ///  
929           ///  
930           ///  
931           ///  
932           ///  
933           ///  
934           ///  
935           ///  
936           ///  
937           ///  
938           ///  
939           ///  
940           ///  
941           ///  
942           ///  
943           ///  
944           ///  
945           ///  
946           ///  
947           ///  
948           ///  
949           ///  
950           ///  
951           ///  
952           ///  
953           ///  
954           ///  
955           ///  
956           ///  
957           ///  
958           ///  
959           ///  
960           ///  
961           ///  
962           ///  
963           ///  
964           ///  
965           ///  
966           ///  
967           ///  
968           ///  
969           ///  
970           ///  
971           ///  
972           ///  
973           ///  
974           ///  
975           ///  
976           ///  
977           ///  
978           ///  
979           ///  
980           ///  
981           ///  
982           ///  
983           ///  
984           ///  
985           ///  
986           ///  
987           ///  
988           ///  
989           ///  
990           ///  
991           ///  
992           ///  
993           ///  
994           ///  
995           ///  
996           ///  
997           ///  
998           ///  
999           ///  
1000           ///  
1001           ///  
1002           ///  
1003           ///  
1004           ///  
1005           ///  
1006           ///  
1007           ///  
1008           ///  
1009           ///  
1010           ///  
1011           ///  
1012           ///  
1013           ///  
1014           ///  
1015           ///  
1016           ///  
1017           ///  
1018           ///  
1019           ///  
1020           ///  
1021           ///  
1022           ///  
1023           ///  
1024           ///  
1025           ///  
1026           ///  
1027           ///  
1028           ///  
1029           ///  
1030           ///  
1031           ///  
1032           ///  
1033           ///  
1034           ///  
1035           ///  
1036           ///  
1037           ///  
1038           ///  
1039           ///  
1040           ///  
1041           ///  
1042           ///  
1043           ///  
1044           ///  
1045           ///  
1046           ///  
1047           ///  
1048           ///  
1049           ///  
1050           ///  
1051           ///  
1052           ///  
1053           ///  
1054           ///  
1055           ///  
1056           ///  
1057           ///  
1058           ///  
1059           ///  
1060           ///  
1061           ///  
1062           ///  
1063           ///  
1064           ///  
1065           ///  
1066           ///  
1067           ///  
1068           ///  
1069           ///  
1070           ///  
1071           ///  
1072           ///  
1073           ///  
1074           ///  
1075           ///  
1076           ///  
1077           ///  
1078           ///  
1079           ///  
1080           ///  
1081           ///  
1082           ///  
1083           ///  
1084           ///  
1085           ///  
1086           ///  
1087           ///  
1088           ///  
1089           ///  
1090           ///  
1091           ///  
1092           ///  
1093           ///  
1094           ///  
1095           ///  
1096           ///  
1097           ///  
1098           ///  
1099           ///  
1100           ///  
1101           ///  
1102           ///  
1103           ///  
1104           ///  
1105           ///  
1106           ///  
1107           ///  
1108           ///  
1109           ///  
1110           ///  
1111           ///  
1112           ///  
1113           ///  
1114           ///  
1115           ///  
1116           ///  
1117           ///  
1118           ///  
1119           ///  
1120           ///  
1121           ///  
1122           ///  
1123           ///  
1124           ///  
1125           ///  
1126           ///  
1127           ///  
1128           ///  
1129           ///  
1130           ///  
1131           ///  
1132           ///  
1133           ///  
1134           ///  
1135           ///  
1136           ///  
1137           ///  
1138           ///  
1139           ///  
1140           ///  
1141           ///  
1142           ///  
1143           ///  
1144           ///  
1145           ///  
1146           ///  
1147           ///  
1148           ///  
1149           ///  
1150           ///  
1151           ///  
1152           ///  
1153           ///  
1154           ///  
1155           ///  
1156           ///  
1157           ///  
1158           ///  
1159           ///  
1160           ///  
1161           ///  
1162           ///  
1163           ///  
1164           ///  
1165           ///  
1166           ///  
1167           ///  
1168           ///  
1169           ///  
1170           ///  
1171           ///  
1172           ///  
1173           ///  
1174           ///  
1175           ///  
1176           ///  
1177           ///  
1178           ///  
1179           ///  
1180           ///  
1181           ///  
1182           ///  
1183           ///  
1184           ///  
1185           ///  
1186           ///  
1187           ///  
1188           ///  
1189           ///  
1190           ///  
1191           ///  
1192           ///  
1193           ///  
1194           ///  
1195           ///  
1196           ///  
1197           ///  
1198           ///  
1199           ///  
1200           ///  
1201           ///  
1202           ///  
1203           ///  
1204           ///  
1205           ///  
1206           ///  
1207           ///  
1208           ///  
1209           ///  
1210           ///  
1211           ///  
1212           ///  
1213           ///  
1214           ///  
1215           ///  
1216           ///  
1217           ///  
1218           ///  
1219           ///  
1220           ///  
1221           ///  
1222           ///  
1223           ///  
1224           ///  
1225           ///  
1226           ///  
1227           ///  
1228           ///  
1229           ///  
1230           ///  
1231           ///  
1232           ///  
1233           ///  
1234           ///  
1235           ///  
1236           ///  
1237           ///  
1238           ///  
1239           ///  
1240           ///  
1241           ///  
1242           ///  
1243           ///  
1244           ///  
1245           ///  
1246           ///  
1247           ///  
1248           ///  
1249           ///  
1250           ///  
1251           ///  
1252           ///  
1253           ///  
1254           ///  
1255           ///  
1256           ///  
1257           ///  
1258           ///  
1259           ///  
1260           ///  
1261           ///  
1262           ///  
1263           ///  
1264           ///  
1265           ///  
1266           ///  
1267           ///  
1268           ///  
1269           ///  
1270           ///  
1271           ///  
1272           ///  
1273           ///  
1274           ///  
1275           ///  
1276           ///  
1277           ///  
1278           ///  
1279           ///  
1280           ///  
1281           ///  
1282           ///  
1283           ///  
1284           ///  
1285           ///  
1286           ///  
1287           ///  
1288           ///  
1289           ///  
1290           ///  
1291           ///  
1292           ///  
1293           ///  
1294           ///  
1295           ///  
1

1 4.13.4 FC shall provide Parent Project Series services at FRC  
2 locations or at other community locations as needed with advance written  
3 approval by ADMINISTRATOR.

4 4.13.5 FC shall measure progress by completing FaCT approved  
5 measurement tool(s).

6 4.13.6 FC's Parent Project Series services shall address the  
7 following PSSF service categories: FP, FS, TLFR, and APS.

8 4.13.7 FC shall provide qualified Parent Project Facilitator  
9 staff as specified in Subparagraph 11.6 of this Exhibit.

10 4.14 Family Community Events:

11 4.14.1 FC shall provide Family Community Events services to  
12 families with children ages birth through eighteen (0-18) years who are at  
13 risk of abuse or neglect (hereinafter referred to as "PARTICIPANTS" for  
14 purposes of Subparagraph 4.14).

15 4.14.2 FC shall provide Family Community Events services to a  
16 minimum of six hundred (600) unduplicated PARTICIPANTS. Family Community  
17 Events services shall include, but is not limited to, the following: "Spring  
18 Fun Day" and "Day of the Child." Family Community Events services shall be  
19 comprised of games, activities, and a prize or gift. Family Community Events  
20 services shall be provided in a family friendly, culturally responsive manner  
21 in English and Spanish as needed.

22 4.14.3 FC shall provide three (3) Family Community Events during  
23 the term of this Agreement Monday through Friday during FRC operating hours.

24 4.14.4 FC shall provide Family Community Events services at FRC  
25 locations or at other community locations as needed with advance written  
26 approval by ADMINISTRATOR.

27 4.14.5 FC shall measure progress by completing FaCT approved  
28 measurement tool(s).

1           4.14.6 FC's Family Community Events services shall address the  
2 following PSSF service categories: FP, FS, TLFR, and APS.

3           4.14.7 FC shall provide qualified FRC Program Coordinator staff  
4 as specified in Subparagraph 11.1 of this Exhibit.

5           4.15 Emergency Assistance:

6           4.15.1 FC shall provide Emergency Assistance services to  
7 individuals with children ages birth through eighteen (0-18) years who are at-  
8 risk of abuse or neglect (hereinafter referred to as "PARTICIPANTS" for  
9 purposes of Subparagraph 4.15).

10          4.15.2 FC shall provide Emergency Assistance services to a  
11 minimum of seven hundred (700) unduplicated PARTICIPANTS. Emergency  
12 Assistance services shall include, but is not limited to, the following:  
13 assistance with emergency food; rent; utilities; clothing; and supportive food  
14 programs comprised of the following: commodities; Senior Brown Bag; Mobile  
15 Pantry; Kids Café; Food Rescue; Daily Food; and Women, Infants, and Children  
16 food voucher program. Emergency Assistance services shall be provided in a  
17 family friendly, culturally responsive manner in English and Spanish as  
18 needed.

19          4.15.3 FC shall provide Emergency Assistance services during the  
20 term of this Agreement Monday through Friday during FRC operating hours.

21          4.15.4 FC shall provide Emergency Assistance services at FRC  
22 locations or at other community locations as needed with advance written  
23 approval by ADMINISTRATOR.

24          4.15.5 FC shall measure progress by completing FaCT approved  
25 measurement tool(s).

26          4.15.6 FC's Emergency Assistance services shall address the  
27 following PSSF service categories: FP, FS, TLFR, and APS.

28        ///

1                   4.15.7 FC shall provide qualified Community Resource Specialist  
2 staff as specified in Subparagraph 11.3 of this Exhibit.

3                   4.16 Success For All Children And Youth:

4                   4.16.1 FC shall provide Success For All Children and Youth  
5 services for children ages five through eighteen (5-18) years who are  
6 academically at-risk (hereinafter referred to as "PARTICIPANTS" for purposes  
7 of Subparagraph 4.16).

8                   4.16.2 FC shall provide Success For All Children and Youth  
9 services to a minimum of two hundred (200) unduplicated PARTICIPANTS. Success  
10 For All Children and Youth service is comprised of three components: Tutoring  
11 for Youth; Tutoring for Middle School; and Tutoring for High School students.  
12 Success For All Children and Youth service includes, but is not limited to,  
13 the following: after school homework tutoring; development of academic skills  
14 and responsibilities; computer lab research; word processing; and academic  
15 enrichment. Tutoring for Youth shall provide, but not be limited to, the  
16 following: build study skills; homework assistance; and remedial assistance.  
17 Each PARTICIPANT shall be offered two (2) sessions weekly, each session shall  
18 be a minimum of two and a half (2-1/2) hours. Tutoring for Middle School  
19 shall provide homework assistance, study and computer skills, and encourage  
20 lifelong learning. Each PARTICIPANT shall be offered up to four (4) sessions  
21 weekly on a drop-in basis. Tutoring for High School shall provide, but not be  
22 limited to, the following; evening workshops, homework assistance, subject  
23 tutoring; enrichment; application assistance for California High School Exit  
24 Exam; and college preparation and support. Each PARTICIPANT shall be offered  
25 up to four (4) sessions weekly on a drop-in basis. Success For All Children  
26 and Youth services shall be provided in a family friendly, culturally  
27 responsive manner in English and Spanish as needed.

28                   ///

1           4.16.3 FC shall provide Success For All Children and Youth  
2 services during the term of this Agreement Monday through Friday during FRC  
3 operating hours.

4           4.16.4 FC shall provide Success For All Children and Youth  
5 services at FRC locations or at other community locations as needed with  
6 advance written approval by ADMINISTRATOR.

7           4.16.5 FC shall measure progress by completing FaCT approved  
8 measurement tool(s).

9           4.16.6 FC's Success For All Children and Youth services shall  
10 address the following PSSF service categories: FP, FS, TLFR, and APS.

11           4.16.7 FC shall provide qualified Education Coordinator staff as  
12 specified in Subparagraph 11.4 of this Exhibit.

13           4.17 Family Health and Resource Fair:

14           4.17.1 FC shall provide Family Health and Resource Fair services  
15 to families with children ages birth through eighteen (0-18) years who are at  
16 risk of abuse or neglect (hereinafter referred to as "PARTICIPANTS" for  
17 purposes of Subparagraph 4.17).

18           4.17.2 FC shall provide Family Health and Resource Fair services  
19 to a minimum of two hundred (200) unduplicated PARTICIPANTS. Family Health  
20 and Resource Fair shall provide a minimum of two (2) Family Health and  
21 Resource Fair events. Family Health and Resource Fair services include, but  
22 is not limited to, the following; community resources linkage; and information  
23 on the following services: health insurance; dental care; immunization;  
24 nutrition; foster and adoption; health assessments; voter registration; school  
25 readiness; and Kids Print. Family Health and Resource Fair services shall be  
26 provided in a family friendly, culturally responsive manner in English and  
27 Spanish as needed.

28       ///

1           4.17.3 FC shall provide Family Health and Resource Fair services  
2 during the term of this Agreement Monday through Friday during FRC operating  
3 hours.

4           4.17.4 FC shall provide Family Health and Resource Fair services  
5 at FRC locations or at other community locations as needed with advance  
6 written approval by ADMINISTRATOR.

7           4.17.5 FC shall measure progress by completing FaCT approved  
8 measurement tool(s).

9           4.17.6 FC's Family Health and Resource Fair services shall  
10 address the following PSSF service categories: FP, FS, TLFR, and APS.

11           4.17.7 FC shall provide qualified FRC Program Coordinator staff  
12 as specified in Subparagraph 11.1 of this Exhibit.

13           4.18 Domestic Violence Counseling:

14           4.18.1 IH shall provide Domestic Violence Counseling services to  
15 children ages birth to eighteen (0-18) years, parents (and their children),  
16 foster parents (and their children), and caregivers (and their children) who  
17 are victims of domestic violence. Individuals may include those referred by  
18 court, child protective services, and other social workers (hereinafter  
19 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.18).

20           4.18.2 IH shall provide Domestic Violence Counseling services for  
21 a minimum of seventeen (17) unduplicated PARTICIPANTS. Domestic Violence  
22 Counseling services shall be goal oriented and topic focused to include, but  
23 is not limited to, the following: develop problem solving skills; emotional  
24 support; increased control in life situations; enhanced self-esteem; assist  
25 victims trapped in domestic violence situations; individualized counseling  
26 plans; incorporate time limited goals for the family and children in placement  
27 specific to PARTICIPANTS' reunification plans, as applicable; and appropriate  
28 linkages to all needed treatment programs and social support systems. The

1 Personal Empowerment Program Instructor, as approved by ADMINISTRATOR, shall  
2 attend the FRC's Comprehensive Case Management Team meetings. Domestic  
3 Violence Counseling services shall be provided in a culturally responsive  
4 manner in English and Spanish as needed by PARTICIPANT.

5 4.18.3 IH shall provide Domestic Violence Counseling services  
6 during the term of this Agreement, by appointment Monday through Friday during  
7 FRC operating hours. IH may also schedule evening hours at the request of  
8 PARTICIPANTS. Domestic Violence Counseling sessions shall be: a minimum of  
9 fifty (50) minutes in duration, or as clinically indicated by the clinician;  
10 by appointment; and offered to PARTICIPANTS on a weekly basis. IH shall  
11 provide a minimum of four (4) weeks of counseling sessions and a maximum of  
12 twenty (20) sessions for each PARTICIPANT. FRC shall provide a phone  
13 messaging system to record messages and post a sign with an emergency contact  
14 name and telephone number for PARTICIPANTS who may call or visit the FRC after  
15 hours.

16 4.18.4 IH shall provide Domestic Violence Counseling services in  
17 a private office space at the FRC, or other community locations, with advance  
18 written approval by ADMINISTRATOR, provided location can accommodate the  
19 confidentiality of the service.

20 4.18.5 IH shall measure progress by ensuring PARTICIPANTS  
21 complete a FaCT registration form, FaCT consent form, and FaCT approved  
22 assessment tools.

23 4.18.6 IH's Domestic Violence Counseling services shall address  
24 the following PSSF service categories: FP, FS, TLFR, and APS.

25 4.18.7 IH shall provide qualified Personal Empowerment Program  
26 Instructor staff as specified in Subparagraph 11.8 of this Exhibit.

27 ///

28 ///

1           4.19 Domestic Violence Legal Assistance:

2           4.19.1 IH shall provide Domestic Violence Legal Assistance  
3 services to parents, foster parents, caregivers, and/or their children ages  
4 birth to eighteen (0-18) years, who are victims of domestic violence.  
5 Individuals may include those referred by court, child protective services,  
6 and other social workers (hereinafter referred to as "PARTICIPANTS" for  
7 purposes of Subparagraph 4.19).

8           4.19.2 IH shall provide Domestic Violence Legal Assistance  
9 services for a minimum of fourteen (14) unduplicated PARTICIPANTS. Domestic  
10 Violence Legal Assistance services, comprised of individual and group, legal  
11 clinics and legal counseling, shall include, but not be limited to, the  
12 following: assistance with restraining orders; custody and family law  
13 information; filing court paperwork; advocacy; preparation for court  
14 appearance; court appearance accompaniment; attorney representation; legal  
15 resources; legal and court process education; justice system protection and  
16 navigation; and make appropriate linkages to all needed treatment programs and  
17 social support systems. The Personal Empowerment Program Instructor, as  
18 approved by ADMINISTRATOR, shall attend the FRC's Comprehensive Case  
19 Management Team meetings. Domestic Violence Legal Assistance services shall  
20 be provided in a culturally responsive manner in English and Spanish as needed  
21 by PARTICIPANT.

22           4.19.3 IH shall provide Domestic Violence Legal Assistance  
23 services to each PARTICIPANT during the term of this Agreement Monday through  
24 Friday during FRC operating hours. IH may also schedule evening hours at the  
25 request of PARTICIPANTS. Domestic Violence Legal Assistance services shall be  
26 a minimum of two (2) hours for each PARTICIPANT. FRC shall provide a phone  
27 messaging system to record messages and post a sign with an emergency contact  
28 ///



1 name and telephone number for PARTICIPANTS who may call or visit the FRC after  
2 hours.

3 4.19.4 IH shall provide Domestic Violence Legal Assistance  
4 services at FRC locations, or other community locations, with advance written  
5 approval by ADMINISTRATOR, provided location can accommodate the  
6 confidentiality of the service.

7 4.19.5 IH shall measure progress by ensuring PARTICIPANTS  
8 complete a FaCT registration form, FaCT consent form, and FaCT approved  
9 assessment tools.

10 4.19.6 IH's Domestic Violence Legal Assistance services shall  
11 address the following PSSF service categories: FP, FS, TLFR, and APS.

12 4.19.7 IH shall provide qualified Family Law Attorney staff as  
13 specified in Subparagraph 11.9 of this Exhibit.

14 4.20 Closed Group Counseling:

15 4.20.1 WYS shall provide Closed Group Counseling services to  
16 children ages six to eighteen (6-18) years who are at-risk of abuse or  
17 neglect, and/or their parents, foster parents (and their children), adoptive  
18 families (and their children), and/or caregivers (and their children).  
19 Individuals may include: those who are low-income; coming from intact  
20 families; individuals in the process of reunification; those who may be  
21 experiencing a crisis due to interpersonal conflicts, family crisis, difficult  
22 parenting issues, challenging child needs, and/or traumatic loss (hereinafter  
23 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.20). These  
24 individuals are not Medi-Cal eligible; and/or do not meet the Medi-Cal  
25 eligibility requirements for medical necessity.

26 4.20.2 WYS shall provide Closed Group Counseling services for a  
27 minimum of twenty-eight (28) unduplicated PARTICIPANTS. Closed Group  
28 Counseling services shall include, but not be limited to, the following:

1 assess PARTICIPANT's needs; provide emotional support; stabilize immediate  
2 crisis; develop goals for PARTICIPANTS; address independent living skills;  
3 self-control; parenting issues; cycle of abuse; victimization; enhance family  
4 dynamics; modify dysfunctional behaviors; incorporate appropriate family  
5 roles; develop time limited goals for the family and child in placement that  
6 are targeted to PARTICIPANTS' particular reunification plans, if applicable;  
7 and make appropriate linkages to all needed treatment programs and social  
8 support systems. The Clinician/Intern and/or designee, as approved by  
9 ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team  
10 meetings. Services shall be provided in a culturally responsive manner in  
11 English and Spanish as needed by PARTICIPANTS.

12 4.20.3 WYS shall provide Closed Group Counseling services during  
13 the term of this Agreement Monday through Friday during FRC operating hours.  
14 WYS may also schedule evening hours at the request of PARTICIPANTS. WYS shall  
15 provide a minimum of four (4) Closed Group Counseling series at a minimum of  
16 sixty (60) minutes each session with a six (6) week session minimum per  
17 series. Each session shall include a minimum of three (3) and maximum of  
18 seven (7) PARTICIPANTS per group. FRC shall provide a phone messaging system  
19 to record messages and post a sign with an emergency contact name and  
20 telephone number for PARTICIPANTS who may call or visit the FRC after hours.

21 4.20.4 WYS shall provide Closed Group Counseling services in a  
22 private office space at FRC locations, or other community locations, with  
23 advance written approval by ADMINISTRATOR, provided location can accommodate  
24 the confidentiality of the service.

25 4.20.5 WYS shall measure progress by ensuring PARTICIPANTS  
26 complete a FaCT registration form, FaCT consent form, and FaCT approved  
27 assessment tools.

28 ///

1           4.20.6 WYS's Closed Group Counseling services shall address the  
2 following PSSF service categories: FP, FS, TLFR, and APS.

3           4.20.7 WYS shall provide qualified licensed/licensed eligible  
4 Counselor Clinician/Intern staff as specified in Subparagraph 11.12 of this  
5 Exhibit.

6       5.    ADDITIONAL CONTRACTOR RESPONSIBILITIES

7           5.1    In addition to providing the services described in Paragraph 4 of  
8 this Exhibit A, CONTRACTOR agrees to:

9           5.1.1   Provide ADMINISTRATOR a detailed marketing plan for each  
10 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

11           5.1.2   Actively engage the community including local residents,  
12 faith-based groups, businesses, public and private organizations, civic  
13 groups, and others in the planning and implementation of services that promote  
14 the well-being, safety, and permanency of children, families and communities.

15           5.1.3   Demonstrate the ability, now and in the future, to  
16 integrate multiple public, private, and collaborative partner funding sources.

17           5.2    CONTRACTOR shall develop and maintain a Governance Structure  
18 document outlining resource sharing, accountability, decision-making  
19 strategies, and a conflict resolution plan. The Governance Structure shall  
20 include, but not be limited to, the addition and/or deletion of any partner  
21 agency, change of designated fiscal agent, ongoing community input and  
22 involvement, principles of collaboration, and voting quorum (including what  
23 constitutes a quorum).

24           5.3    CONTRACTOR's FRC Coordinator shall participate in meetings, to be  
25 held not more than once per month, of all FaCT FRC Program Coordinators for  
26 the purpose of information sharing, joint problem solving, identification of  
27 Best Practices, development of common approaches to case management and  
28 intake, training, and other related matters. ADMINISTRATOR will provide

1 CONTRACTOR with detailed information regarding meeting date(s) and  
2 location(s).

3 5.4 CONTRACTOR shall develop a Community Engagement Advisory Committee  
4 (CEAC) that shall meet minimally on a quarterly basis during the term of this  
5 Agreement. CEAC shall develop and advance a community agenda to affect  
6 community level change. The FRC will maintain a roster and a copy of minutes  
7 for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary,  
8 depending on the specific goals of, and the services to be provided by, the  
9 FRC. The CEAC shall consist of community members such as parents, youths,  
10 teachers, school community liaisons, businesses professionals, religious  
11 community leaders, law enforcement, human and health service professionals,  
12 and city representatives. CEAC shall assess, survey, and identify community  
13 strengths and needs to advocate for FRC services to meet community need on an  
14 annual basis; develop parent and youth leadership; engage business community  
15 to provide tangible support and leadership. The FRC shall provide staff and  
16 volunteer coordination to develop and support CEAC.

17 5.5 Appropriate CONTRACTOR staff shall participate in all required  
18 training identified by ADMINISTRATOR, including, but not limited to,  
19 management information system, FRC Program Coordinator's role in the FRC, and  
20 other FRC responsibilities and activities. ADMINISTRATOR will provide  
21 CONTRACTOR with detailed information regarding meeting date(s) and  
22 location(s).

23 5.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures for  
24 reporting any special incidents that occur during CONTRACTOR's performance of  
25 duties under this Agreement, involving CONTRACTOR's staff, participants,  
26 and/or property.

27 5.7 FC shall provide Child Care service hours at FRC location(s) to  
28 children of parents attending FRC programs Monday through Friday during FRC

1 operating hours, and on evenings and weekends as required by participants,  
2 during the term of this Agreement. FC shall provide qualified Child Care  
3 Provider staff as specified in Subparagraph 11.5 of this Exhibit.

4 6. FACILITIES

5 Administrative services under this Agreement shall be provided at:

6 Friendly Center Family Resource Center

7 147 W. Rose Ave

8 Orange, CA 92867

9 Home Based Services will be provided in the homes of PARTICIPANTS  
10 referred for service.

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

14 7. REPORTS

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

18 7.1 Family identifier;

19 7.2 Family member identifier;

20 7.3 Ethnicity;

21 7.4 Date of birth;

22 7.5 Sex;

23 7.6 Referral reason(s);

24 7.7 Services recommended;

25 7.8 Services provided;

26 7.9 Date services delivery begins;

27 7.10 Date service delivery ends;

28 ///

1           7.11 Status indicators (e.g., previous abuse reports, existing health  
2 problems, etc.);

3           7.12 Primary language spoken;

4           7.13 PSSF service outcomes as identified in Paragraph 2 of this  
5 Exhibit; and,

6           7.14 PSSF service category as identified in Paragraph 2 of this  
7 Exhibit.

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

12          7.16 CONTRACTOR shall complete registration forms and attendance sheets  
13 for every service delivered to participant(s) unless specifically exempted by  
14 ADMINISTRATOR.

15          7.17 CONTRACTOR shall complete the FaCT standardized Marketing Outreach  
16 Log and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10)  
17 calendar days following the end of each quarter.

18          7.18 CONTRACTOR shall provide information deemed necessary by  
19 ADMINISTRATOR to complete any state-required reports related to the services  
20 provided under this Agreement.

21    8.    UTILIZATION REVIEW

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

28    ///

1           8.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve  
2 differences of opinion regarding the necessity and appropriateness of services  
3 and length of services, the dispute shall be submitted to COUNTY's Director of  
4 Children and Family Services for final resolution.

5           9.    SUSTAINABILITY

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

9           9.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order  
10 to pursue long-term sustainability of CONTRACTOR's FaCT collaborative  
11 programs. This includes, but is not limited to, participation in the  
12 following:

13               9.1.1 Assessment of long-term need for and reasonableness of  
14 FaCT collaborative programs;

15               9.1.2 Training programs developed by or for FaCT;

16               9.1.3 Outreach activities initiated by FaCT staff or FaCT  
17 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

18               9.1.4 Research of other public/private funding sources and  
19 opportunities;

20               9.1.5 Pursuit of linkages with other partners, as appropriate;  
21 and,

22               9.1.6 Development of marketing and community education materials  
23 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

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

9.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain CONTRACTOR's FaCT collaborative program by including written progress reports in FaCT mandated reports.

10. BUDGET

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

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

<u>LINE ITEMS:</u>	Maximum		
	FTE <sup>(1)</sup>	Hourly Rate <sup>(2)</sup>	Annual Budget
<u>Friendly Center (FC):</u>			
FRC Program Coordinator (Services 4.10, 4.12, 4.14, and 4.17)	1.0	\$20.00	\$ 41,600
Community Resource Services Specialist I (Services 4.10 and 4.15)	1.0	10.00	20,800
Community Resource Services Specialist II (Services 4.10 and 4.15)	0.164	10.00	3,411
Family Advocate Bilingual Spanish (Service 4.4)	1.0	15.00	31,200
Family Advocate Bilingual Vietnamese (Service 4.4)	0.125	15.00	3,900
Education Coordinator (Service 4.16) <sup>(8)</sup>	0.25	16.00	8,320
Child Care Provider (Subparagraph 5.6) <sup>(7)</sup>	0.2956	9.00	5,533
Parent Project Facilitator (Service 4.13) <sup>(10)</sup>	0.0154	48.33	1,548
Accounting Coordinator (Admin.) <sup>(11)</sup>	0.0625	12.00	<u>1,560</u>
SUBTOTAL FC SALARIES:			\$117,872
FC Benefits (10.592%) <sup>(3)</sup>			<u>12,485</u>
SUBTOTAL FC SALARIES AND BENEFITS:			\$130,357
<u>Interval House (IH):</u>			
Personal Empowerment Program Instructor (Services	0.30	\$20.75	\$ 12,948



1	4.8, 4.9 and 4.18)			
2	Family Law Attorney (Service 4.19)	0.10	24.03	<u>4,998</u>
3	SUBTOTAL IH SALARIES:			\$ 17,946
4	IH Benefits (20.005%) <sup>(3)</sup>			<u>3,590</u>
5	SUBTOTAL IH SALARIES AND BENEFITS:			\$ 21,536
6	<u>Western Youth Services (WYS):</u>			
7	Comprehensive Case Management Team Facilitator/WYS			
8	Program Coordinator (Service 4.1)	0.10	\$34.20	\$ 7,114
9	Bilingual Counselor Clinician/Intern (Services			
10	4.2, 4.3, 4.20)	0.60	24.76	30,901
11	Parenting Educator (Services 4.5 - 4.7) <sup>(9)</sup>	0.03654	24.76	1,882
12	Program Director (Admin.)	0.01875	36.22	<u>1,413</u>
13	SUBTOTAL WYS SALARIES:			\$ 41,310
14	WYS Benefits (21%) <sup>(3)</sup>			<u>8,675</u>
15	SUBTOTAL WYS SALARIES AND BENEFITS:			\$ 49,985
16	SUBTOTAL ALL SALARIES AND BENEFITS:			\$201,878
17				
18	<u>SERVICES AND SUPPLIES:</u>			
19	FC - Telephone Expense			\$ 3,989
20	FC - Mileage Expense <sup>(4 &amp; 5)</sup>			1,000
21	IH - Program Expense			357
22	WYS - Program Expense			698
23	WYS - Office Expenses			439
24	WYS - Mileage <sup>(4 &amp; 5)</sup>			<u>1,000</u>
25	SUBTOTAL SERVICES AND SUPPLIES:			\$ 7,483
26	<u>OPERATING EXPENSES:</u>			
27	FC - Copy Machine Equipment Lease/Rental			\$ 3,600
28	FC - Maintenance			1,250

1	FC - Insurance	3,000
2	WYS - Audit	227
3	WYS - Insurance	365
4	WYS Staff Training	250
5	WYS - Indirect Cost <sup>(6)</sup>	<u>1,947</u>
6	Subtotal Operating Expenses:	\$ 10,639
7	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, AND	
8	OPERATING EXPENSES:	<u>\$220,000</u>
9	MAXIMUM COUNTY OBLIGATION:	\$220,000

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

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

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

(4) Mileage is limited to the amount allowed by IRS.

(5) Travel costs will be in accordance with Title 41 CFR Chapter 301, Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid to employees for meals and incidental expenses incurred during travel up to the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

1           <sup>(6)</sup> WYS's indirect costs include the following: professional dues;  
2 subscriptions; business license fees; utilities; recruitment; training; IT  
3 maintenance; office supplies; and allocated administrative overhead expenses.

4           <sup>(7)</sup> FC shall allocate a minimum of five thousand five hundred thirty-  
5 three (\$5,533) dollars to the provision of Child Care services. Child care  
6 allowable costs shall include direct child care and purchase of supplies and  
7 snacks directly related to child care services; activities and educational  
8 games; and set-up and clean-up of child care space. All purchases related for  
9 child care supplies must be requested in advance and in writing for approval  
10 by ADMINISTRATOR. Monthly reimbursement for the Child Care Provider is based  
11 on actual hours worked.

12           <sup>(8)</sup> FC shall allocate a minimum of eight thousand three hundred twenty  
13 (\$8,320) dollars to the Education Coordinator position, currently a full-time  
14 position funded by various funding sources including FaCT funding. Monthly  
15 reimbursement for the Education Coordinator is based on actual hours worked.  
16 CONTRACTOR's FRC Program Coordinator staff shall fulfill the Education  
17 Coordinator's responsibilities without increasing the FRC Program Coordinator  
18 FTE should funding sources become unavailable during the term of this  
19 Agreement.

20           <sup>(9)</sup> WYS's Parenting Education services, as referenced in Subparagraph 4.5  
21 through 4.7, shall consist of a Parenting Educator at a minimum of seventy-six  
22 (76) hours, and related benefits as applicable, during the term of this  
23 Agreement. Monthly reimbursement for the Parenting Education position is  
24 based on actual hours worked.

25           <sup>(10)</sup> FC shall allocate a minimum of one thousand five hundred forty-eight  
26 (\$1,548) dollars and a minimum of thirty-two (32) direct service hours to the  
27 provision of Parent Project services during the term of this Agreement.  
28 Monthly reimbursement is based on actual hours worked.

1           <sup>(11)</sup> FC shall allocate a minimum of one thousand five hundred sixty  
2 (\$1,560) dollars and a minimum of one hundred thirty (130) accounting  
3 coordinator service hours during the term of this Agreement. Monthly  
4 reimbursement is based on actual hours worked

5           CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
6 notice, to add, delete or modify line items and/or amounts and/or the number  
7 and type of FTE positions without changing COUNTY's maximum obligation as  
8 stated in Subparagraph 20.1 of this Agreement or reducing the level of service  
9 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3  
10 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation  
11 as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually  
12 agree in writing to proportionately reduce the service goals as set forth in  
13 this Exhibit.

14       11.   STAFF

15           FC shall provide the following described staff positions:

16       11.1 FRC Program Coordinator:

17           11.1.1 Duties: Perform a variety of administrative functions;  
18 coordinate service providers; supervise FRC staff; oversee day-to-day FRC  
19 operations; compile statistical and financial data for various reports;  
20 facilitate CEAC community involvement; coordinate governance and policy  
21 procedure development; coordinate staff training opportunities; prepare and  
22 monitor program budget; market FRC services; provide outreach; respond to  
23 public inquires on FRC services, procedures, operations, and regulations;  
24 facilitate FRC and staff meetings; complete all required documentation; attend  
25 all required meetings and trainings; and perform related duties as assigned.

26           11.1.2 Qualifications: Bachelor's degree (or Master's degree  
27 preferred) in social work, sociology, psychology, or related field from an  
28 accredited university and two (2) years of experience working with at-risk

1 families and the community; knowledge of the child welfare system; capable of  
2 relating well to individuals from diverse backgrounds, cultures, varied  
3 income, and education levels; supervisory experience in management; ability to  
4 work successfully in a collaborative environment; attention to detail; and  
5 computer competency. A minimum of four (4) years of experience working with  
6 at-risk families and the community may substitute for the required Bachelor's  
7 degree and two (2) years of experience. Bilingual in English/Spanish is  
8 preferred and proficiency in English is required.

9 11.2 Family Advocate:

10 11.2.1 Duties: Provide family advocacy services; assess needs  
11 and assist families in crisis to access resources to meet needs, including  
12 court ordered families to facilitate family reunification; develop a case  
13 plan; coordinate information for PARTICIPANT referrals; attend and participate  
14 in Comprehensive Case Management Team meetings; follow up on PARTICIPANT's  
15 progress; help alleviate barriers to accessing services; compile and maintain  
16 records; prepare reports; collect and input data into FaCT database; and  
17 attend all required meetings and trainings.

18 11.2.2 Qualifications: Bachelor's degree in human services or  
19 related field; knowledge of the child welfare system; one (1) year of  
20 community experience preferred; or three (3) years of community experience and  
21 working directly with families in crisis in the human services or related  
22 field. Bilingual in English/Spanish or English/Vietnamese and proficiency in  
23 English is required.

24 11.3 Community Resource Specialist:

25 11.3.1 Duties: Provide community resource information assistance  
26 to walk-in, call-in, and referred PARTICIPANTS; assess PARTICIPANT's immediate  
27 needs; linkage to service providers, refer to appropriate resources; perform  
28 outreach to community, promote FRC program services; assist in evaluation of

1 PARTICIPANT needs; represent FRC at community events, maintain required  
2 documentation; and collect and input data into FaCT database.

3 11.3.2 Qualifications: High school diploma or equivalent GED;  
4 thorough knowledge and understanding of services provided at the FRC and the  
5 surrounding community; ability to relate well to individuals from diverse  
6 backgrounds and cultures; varied income levels; and educational levels.  
7 Bilingual in English/Spanish or English/Vietnamese and proficiency in English  
8 is required.

9 11.4 Education Coordinator:

10 11.4.1 Duties: Provide Success For All Children And Youth  
11 tutoring program oversight; supervision of work-study students, volunteers,  
12 and interns; monitor attendance and participants, administer, compile and  
13 record student assessment data; and collect and input data into FaCT database.

14 11.4.2 Qualifications: Bachelor's degree preferred; Associates  
15 degree in education, sociology, social work, or the arts required; knowledge  
16 of various child development levels; two (2) years experience working with  
17 school age children; strong organizational, communication and computer skills;  
18 ability to communicate with school staff, parents, and students. Proficiency  
19 in English is required.

20 11.5 Child Care Provider:

21 11.5.1 Duties: Provide child care activities at the FRC to  
22 children of PARTICIPANTS attending FRC services; communicate with FRC  
23 Coordinator; and complete required documents.

24 11.5.2 Qualifications: Experience with child care including  
25 working with infants and children; ability to deal calmly with stressful  
26 situations; and must enjoy games. Bilingual in English/Spanish or  
27 English/Vietnamese preferred and proficiency in English is required.

28 ///

1           11.6 Parent Project Facilitator:

2           11.6.1 Duties: Direct, monitor, and facilitate Parent Project  
3 services: provide parents with valuable tools and information to regain  
4 control in home or to prepare for their adolescent children's disruptive  
5 behavior, poor choices and other challenges; monitor attendance and  
6 participation; complete FaCT approved assessment tools; compile and maintain  
7 records; collect and input data into FaCT database; and attend all required  
8 meetings and trainings.

9           11.6.2 Qualifications: High school diploma or GED; possess a  
10 certificate of completion from "Parent Project Facilitator Training" program;  
11 and a minimum of two (2) years public speaking or teaching experience.  
12 Bilingual in English/Spanish or English/Vietnamese preferred; and proficiency  
13 in English is required.

14           11.7 Accounting Coordinator:

15           11.7.1 Duties: Compile accounting reports for payment of  
16 collaborative partners; communicate and follow up with partners on all  
17 invoicing related duties.

18           11.7.2 Qualifications: Two (2) years bookkeeping experience;  
19 computer literacy in Word, Excel, and QuickBooks computer programs; ability to  
20 prioritize tasks to meet deadlines; and oral and written proficiency in  
21 English is required.

22           IH shall provide the following described staff position:

23           11.8 Personal Empowerment Program Instructor:

24           11.8.1 Duties: Provide Personal Empowerment Program educational  
25 support and instruction; develop goals for PARTICIPANTS; monitor attendance  
26 and participation; provide written reports; administer FaCT pre/post  
27 measurement tools; compile and maintain records; collect and input data into  
28 FaCT database; and attend all required meetings and trainings.

1                   11.8.2 Qualifications: Two (2) years of experience working with  
2 domestic violence families; forty (40) hours of Domestic Violence Prevention  
3 training; eight (8) hours of Child Abuse Prevention and Reporting Training;  
4 completion of Personal Empowerment Program Training; and a valid Domestic  
5 Violence Advocate Certificate is required. Bilingual in English/Spanish or  
6 English/Vietnamese and proficiency in English is required.

7                   11.9 Family Law Attorney:

8                   11.9.1 Duties: Provide legal assistance to victims of domestic  
9 violence with restraining orders, custody and related family law issues;  
10 conduct legal clinics; provide legal counseling and advocacy; prepare clients  
11 for court; court accompaniment; provide information on legal options, legal  
12 resources, legal and court processes, and effective use of justice system;  
13 monitor attendance and participation; provide written reports; administer FaCT  
14 measurement tool(s); compile and maintain records; collect and input data into  
15 FaCT database; and attend all required meetings and trainings.

16                   11.9.2 Qualifications: Must be a member in good standing with  
17 the State Bar of California; knowledge of domestic violence dynamics; one (1)  
18 year experience working in family law and Orange County criminal justice  
19 system. Bilingual in English/Spanish or English/Vietnamese and proficiency in  
20 English is required.

21                   11.10 WYS shall provide the following described staff positions:  
22 Comprehensive Case Management Team Facilitator/WYS Program Coordinator:

23                   11.10.1 Duties: Licensed or licensed eligible clinician shall  
24 facilitate the Comprehensive Case Management Team; be legally responsible for  
25 ensuring the Comprehensive Case Management Team and/or staff member follow up  
26 on all mandated reporting requirements; monitor attendance of required  
27 Comprehensive Case Management Team members; ensure confidentiality forms are  
28 signed for each staff attending Comprehensive Case Management Team meetings;



1 interface with FRC PARTICIPANTS; ensure confidentiality/release forms are  
2 signed by PARTICIPANTS; review laws of confidentiality; child, elder, and  
3 dependent adult abuse reporting , and as needed; review Comprehensive Case  
4 Management Team cases conferenced are multiple needs cases; facilitate weekly  
5 review of Comprehensive Case Management Team cases including a thorough  
6 assessment of needs, treatment plan, follow up plan, and termination; review  
7 each case and document update weekly; provide and coordinate ongoing cross-  
8 training to Comprehensive Case Management Team on clinical training needs;  
9 review and follow up on need to file a child, elder, and/or dependent adult  
10 abuse report for each case as applicable; assess Comprehensive Case Management  
11 Team for different training needs; work with FRC Coordinator to set up  
12 training time and presenters; ensure families are invited to Comprehensive  
13 Case Management Team meeting(s); maintain binder of weekly case logs and  
14 registration forms for each case conferenced; complete standardized Case  
15 Management Team assessment tools; ensure COUNTY required Comprehensive Case  
16 Management Team data is accurately collected and input data into FaCT  
17 database; invite collaborative partners to conference cases as needed; assess  
18 functioning of Comprehensive Case Management Team; invite COUNTY and other  
19 agency representatives to attend, including but not limited to, the following:  
20 all FaCT-funded FRC partners; non-FaCT funded collaborative partners; and  
21 agency representatives; provide individual, family, group, and crisis  
22 counseling; prepare reports, collect and input data into FaCT database;  
23 provide case review and assignments; supervision of clinical staff; attend  
24 required FRC staff meetings and trainings; and general administrative duties.

25 11.10.2 Qualifications: Licensed Clinical Social Worker (LCSW),  
26 Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist  
27 preferred; or license-eligible and registered with the Board of Behavioral  
28 Sciences (BBS) and assigned an intern number or an Associate Clinical Social

1 Worker [ACSW] number) clinician under clinical supervision. Bilingual in  
2 English/Spanish or English/Vietnamese is preferred and proficiency in English  
3 is required.

4 11.11 Parenting Educator:

5 11.11.1 Duties: Provide Parenting Education classes and workshop;  
6 improve parent skills and family functioning; monitor attendance and  
7 participation; provide written reports; administer FaCT approved assessment  
8 tools; compile and maintain records; collect and input data into FaCT  
9 database; and attend all required meetings and trainings.

10 11.11.2 Qualifications: Twelve (12) units of college education in  
11 child development, psychology, sociology, social work, or a related field; one  
12 (1) year of experience working in the human services field; and one (1) year  
13 of experience working with public speaking or teaching; or two (2) years  
14 experience working in the human services field, certificate of completion in  
15 child development or parenting curriculum, and one (1) year experience with  
16 public speaking or teaching. Bilingual in English/Spanish or  
17 English/Vietnamese and proficiency in English is required.

18 11.12 Bilingual Counselor Clinician/Intern:

19 11.12.1 Duties: Provide individual, family, and group counseling  
20 services prepare and provide written reports; monitor attendance and  
21 participation; administer FaCT measurement tools; compile and maintain  
22 records; collect and input data into FaCT database; and attend all required  
23 meetings and trainings.

24 11.12.2 Qualifications: Licensed clinician, license-eligible  
25 clinician from an accredited university, or a qualified professional under  
26 clinical supervision including student trainees and interns enrolled in an  
27 accredited graduate program under clinical supervision. Bilingual in  
28 English/Spanish or English/Vietnamese and proficiency in English is required.

1           11.13 Program Director:

2           11.13.1 Duties:     Responsible for overseeing all WYS services  
3 contracted with FaCT; supervise FaCT funded WYS staff; complete required  
4 documents; and attend all required meetings.

5           11.13.2 Qualifications:   Minimum of two (2) years post licensure;  
6 maintain a current California Licensure as LCSW, MFT, or Psychologist; abide  
7 by ethical standards as set forth by the BBS; experience in the administration  
8 of mental health services with a strong preference for administering  
9 multidisciplinary mental health services; ability to provide competent and  
10 clear direction/leadership to mental health team; experience working with  
11 allied professionals; ability to interface with COUNTY and school district  
12 staff; and an extensive working knowledge of clinical standards of child abuse  
13 reporting and program development.

14        ///

15        ///

16        ///

17        ///

18        ///

19        ///

20        ///

21        ///

22        ///

23        ///

24        ///

25        ///

26        ///

27        ///

28        ///