

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

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

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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Exhibit A Title

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1 1. TERM

2 The term of this Agreement shall commence on July 1, ~~2011~~2014, and
3 terminate on June 30, ~~2014~~2015, unless earlier terminated pursuant to the
4 provisions of Paragraph 4243 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to, obligations with respect to indemnification,
7 audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually
8 agree in writing to extend the term of this Agreement, for up to twelve (12)
9 additional months upon the same terms and conditions, provided that COUNTY's
10 maximum obligation as stated in Subparagraph 1920.1 of this Agreement does not
11 increase as a result.

12 2. ALTERATION OF TERMS

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

20 3. STATUS OF CONTRACTOR

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

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

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
6 and supplies as described in the Exhibit "A" to the Agreement Between County
7 of Orange 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~~Federally funded Agreements in the amount of
11 \$25,000 or more, CONTRACTOR certifies that said Agency's officers and/or
12 principles are not debarred or suspended from ~~federal~~Federal financial
13 assistance programs and/or activities.

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

19 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

20 6.1 Delegation and Assignment:

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

1 requiring COUNTY approval.

2 6.2 Subcontracts:

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

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

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

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

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

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

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

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

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

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

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

28 7.1.3 A detailed statement indicating the relationship of

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

4 7.2 Change in Form of Business Organization:

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

12 7.3 Real Property Disclosure:

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

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

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

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

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

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) 438-8880-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

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.

11. INDEMNIFICATION AND ~~INSURANCE~~

11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in

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

13 12. INSURANCE

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

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

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

1 liability). shall specifically be approved by the County Executive Office
2 (CEO)/Office of Risk Management.

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

5 12.5 Qualified Insurer

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

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

18 12.6 The policy or policies of insurance maintained by CONTRACTOR shall
19 provide the minimum limits and coverage as set forth below:
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<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Partner Agencies</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate	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 12.14 The Commercial General Liability policy shall contain a
28 severability of interests clause also known as a "separation of insureds"

1 clause (standard in the ISO CG 0001 policy).

2 12.15 Insurance certificates should be mailed to COUNTY at the address
3 indicated in Paragraph 9 of this Agreement.

4 12.16 If CONTRACTOR fails to provide the insurance certificates and
5 endorsements within seven (7) days of notification by CEO/County Procurement
6 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

7 12.17 COUNTY expressly retains the right to require CONTRACTOR to
8 increase or decrease insurance of any of the above insurance types throughout
9 the term of this Agreement. Any increase or decrease in insurance will be as
10 deemed by County of Orange Risk Manager as appropriate to adequately protect
11 COUNTY.

12 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
13 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
14 certificates of insurance and endorsements with COUNTY incorporating such
15 changes within thirty (30) days of receipt of such notice, this Agreement may
16 be in breach without further notice to CONTRACTOR, and COUNTY shall be
17 entitled to all legal remedies.

18 12.19 The procuring of such required policy or policies of insurance
19 shall not be construed to limit CONTRACTOR's liability hereunder nor to
20 fulfill the indemnification provisions and requirements of this Agreement, nor
21 act in any way to reduce the policy coverage and limits available from the
22 insurer.

23 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

24 CONTRACTOR shall report to COUNTY:

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

1 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
2 from or related to services performed by CONTRACTOR under this Agreement.
3 Such report shall be submitted to COUNTY within twenty-four (24) hour of
4 occurrence.

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

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

12 14. CONFLICT OF INTEREST

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

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

23 15. ANTI-PROSELYTISM PROVISION

24 No funds provided directly to institutions or organizations to provide
25 services and administer programs under Title 42 United States Code
26 (USC)Section 604(a)(1)(A) shall be expended for sectarian worship,
27 instruction, or proselytization, except as otherwise permitted by law.
28

1 16. SUPPLANTING GOVERNMENT FUNDS

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

11 17. EQUIPMENT

12 17.1 All items purchased with funds provided under this Agreement or
13 which are furnished to CONTRACTOR by COUNTY which have a single unit cost of
14 at least five thousand dollars (\$5,000.00), including sales tax, shall be
15 considered Capital Equipment. Title to all items of Capital Equipment
16 purchased vests and will remain in COUNTY as such shall be designated by
17 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
18 performance of this Agreement. Upon the termination of this Agreement,
19 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
20 or its representatives, or dispose of them in accordance with the directions
21 of ADMINISTRATOR.

22 CONTRACTOR further agrees to the following:

23 17.1.1 To maintain all items of Capital Equipment in good
24 working order and condition, normal wear and tear excepted.

25 17.1.2 To label all items of Capital Equipment, do periodic
26 inventories as required by ADMINISTRATOR and to maintain an inventory list
27 showing where and how the Capital Equipment is being used, in accordance with
28 procedures developed by ADMINISTRATOR. All such lists shall be submitted to

1 ADMINISTRATOR within ten (10) days of any request therefore.

2 17.1.3 To report in writing to ADMINISTRATOR immediately after
3 discovery, the loss or theft of any items of Capital Equipment. For stolen
4 items, the local law enforcement agency must be contacted and a copy of the
5 police report submitted to ADMINISTRATOR.

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

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

19 17.3 No personal computers or any component thereof may be purchased
20 with funds provided under this Agreement regardless of purchase price, without
21 prior written approval of ADMINISTRATOR. Any personal computers or any
22 component thereof purchased shall be in accordance with computer
23 specifications provided by ADMINISTRATOR, be subject to the same inventory
24 control conditions specified in Subparagraphs ~~16~~17.1.1 to ~~16~~17.1.4 and, at the
25 sole discretion of ADMINISTRATOR, become the property of COUNTY upon
26 termination of this Agreement.

27 18. BREACH SANCTIONS

28 Failure by CONTRACTOR to comply with any of the provisions, covenants,

1 or conditions of this Agreement shall be a material breach of this Agreement.
2 In such event ADMINISTRATOR may, in its sole discretion, and in addition to
3 immediate termination and any other remedies available at law, in equity, or
4 otherwise specified in this Agreement:

5 18.1 Afford CONTRACTOR a time period within which to cure the breach,
6 which period shall be established at the sole discretion of ADMINISTRATOR;
7 and/or

8 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
9 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
10 later recovery; and/or

11 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
12 COUNTY those monies disallowed pursuant to Subparagraph ~~17.2~~ 18.2 above.

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

16 19. DESIGNATED FISCAL AGENCY

17 19.1 Each of the Contractor Partner Agencies agrees that Friendly
18 Center Inc. shall serve as the designated fiscal agent on behalf of
19 CONTRACTOR, with authority to present claims to COUNTY on behalf of each of
20 the Contractor Partner Agencies for services delivered by each of them
21 pursuant to this Agreement. As designated fiscal agent, Friendly Center,
22 shall receive the claims from each of the other Contractor Partner Agencies on
23 a monthly basis and shall submit these claims, along with its own monthly
24 claim, pursuant to Paragraph ~~19.20~~ herein. Claims submitted to COUNTY by the
25 designated fiscal agent shall clearly identify the services that were
26 performed by each Contractor Partner Agency. Any and all payments to be made
27 by COUNTY pursuant to this Agreement shall be made payable to the designated
28 fiscal agent. The designated fiscal agent shall thereafter disburse payment

1 as appropriate to the Contractor Partner Agencies. Each of the Contractor
2 Partner Agencies agrees that COUNTY's disbursement of payment to the
3 designated fiscal agent shall satisfy COUNTY's payment obligation under this
4 Agreement.

5 19.2 As designated fiscal agent, Friendly Center, shall also be
6 responsible for, at a minimum, facilitating CONTRACTOR meetings, collecting
7 documentation for invoices and outcome measurements from each Contractor
8 Partner Agency, and maintaining complete and accurate records of all financial
9 and outcome measurement data on behalf of CONTRACTOR.

10 20. PAYMENTS

11 20.1 Maximum Contractual Obligation:

12 The maximum obligation of COUNTY under this Agreement shall be
13 \$220,000 ~~per year for an aggregate total of \$1,000,620 for three years,~~ or
14 actual allowable costs, whichever is less.

15 20.2 Allowable Costs:

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

23 ~~20.3 Advance Payment:~~

24 ~~ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR~~
25 ~~an amount(s) not in excess of 16.66 percent of the maximum obligation of~~
26 ~~COUNTY, for the initial twelve month period of this Agreement, upon receipt of~~
27 ~~a written request(s) by CONTRACTOR, which request(s) shall be accompanied by~~
28 ~~such justification as ADMINISTRATOR may require. ADMINISTRATOR may, in its~~

1 ~~sole discretion, deduct any such advances from any one or more payments owed~~
2 ~~to CONTRACTOR prior to March 31, 2015. If, at the conclusion of this~~
3 ~~Agreement, there is a balance owing COUNTY, CONTRACTOR shall immediately~~
4 ~~refund said monies to COUNTY.~~

5 20.4 Claims:

6 20.4.1 CONTRACTOR shall submit monthly reimbursement claims to be
7 received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
8 the month for expenses incurred in the preceding month. In the event the
9 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
10 shall submit the claim the next business day. COUNTY holidays include New
11 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
12 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,
13 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

14 20.4.2 All reimbursement claims must be submitted on a form
15 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
16 supporting source documents with the monthly claim, including, inter alia, a
17 monthly statement of services, general ledgers, supporting journals, time
18 sheets, invoices, canceled checks, receipts, and receiving records, some of
19 which may be required to be copied. Source documents that CONTRACTOR must
20 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-
21 Controller. CONTRACTOR shall retain all financial records in accordance with
22 Paragraph 2425 (Records, Inspections, and Audits) of this Agreement.

23 ~~20.4.1 CONTRACTOR acknowledges that the amount of reimbursement~~
24 ~~on a claim received by ADMINISTRATOR after the twentieth (20th) calendar day of~~
25 ~~the month shall be reduced, in accordance with the following table:~~

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

61 to 90 calendar days late	30% reduction of claim amount to be paid
Over 90 calendar days late	40% reduction of claim amount to be paid

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

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

20.4.4 Final Claims/Settlement:

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

~~20.4.4.2 Final claims for the term of July 1, 2012 through June 30, 2013, must be received no later than August 30, 2013 at 5:00 p.m.~~

~~20.4.4.3 Final claims for the term of July 1, 2013 through June 30, 2014, must be received no later than August 30, 2014 at 5:00 p.m.~~

20.4.4.4 Claims received after the dates specified in Subparagraphs ~~19~~20.4.4.1 may not be reimbursed. ADMINISTRATOR may, in its sole discretion, modify the date upon which the final claim per term must be received, upon written notice to CONTRACTOR.

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

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

7 21. OVERPAYMENTS

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

21 22. OUTSTANDING DEBT

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

25 23. FINAL REPORT

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

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

3 24. INDEPENDENT AUDIT

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

13 24.2 It is mutually understood that CONTRACTOR's organization-wide
14 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR
15 agrees to provide ADMINISTRATOR with a copy of its organization-wide audit for
16 the period July 1, 20112014, through June 30, 20122015, by OctoberDecember 30,
17 20122015. ~~CONTRACTOR agrees to provide ADMINISTRATOR with copies of its~~
18 ~~organization wide audit for the period July 1, 2012, through June 30, 2013, by~~
19 ~~October 30, 2013. CONTRACTOR further agrees to provide ADMINISTRATOR with~~
20 ~~copies of its organization-wide audit for the period July 1, 2013, through~~
21 ~~June 30, 2014, by October 30, 2014. Failure to provide a copy of the~~
22 ~~organization-wide audit, for the period July 1, 2014, through June 30, 2015,~~
23 ~~shall be sufficient cause for ADMINISTRATOR, in its sole discretion, to deny~~
24 ~~payment under this or any subsequent Agreement with CONTRACTOR until such time~~
25 ~~as the required audit is provided to ADMINISTRATOR. ADMINISTRATOR may, in its~~
26 ~~sole discretion, modify the date upon which the organization-wide audits must~~
27 ~~be received, upon notice to CONTRACTOR.~~

1 25. RECORDS, INSPECTIONS AND AUDITS

2 25.1 Financial Records:

3 25.1.1 CONTRACTOR shall prepare and maintain accurate and
4 complete financial records. Financial records shall be retained, by
5 CONTRACTOR, for a minimum of five (5) years from the date of final payment
6 under this Agreement or until all pending COUNTY, State and Federal audits are
7 completed, whichever is later.

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

13 25.2 Client Records:

14 25.2.1 CONTRACTOR shall prepare and maintain accurate and
15 complete records of clients served and dates and type of services provided
16 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

17 25.2.2 All client records related to services provided under the
18 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
19 (5) years from the date of final payment under this Agreement or until all
20 pending COUNTY, State and Federal audits are completed, whichever is later.
21 Notwithstanding anything to the contrary, upon termination of this Agreement,
22 CONTRACTOR shall relinquish control with respect to client records to COUNTY
23 in accordance with Subparagraph 4243.2.

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

1 25.3 Public Records:

2 With the exception of client records or other records referenced
3 in Paragraph ~~30~~31, entitled Confidentiality, all records, including but not
4 limited to, reports, audits, notices, claims, statements and correspondence,
5 required by this Agreement may be subject to public disclosure. COUNTY will
6 not be liable for any such disclosure.

7 25.4 Inspections and Audits:

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

18 25.4.2 CONTRACTOR shall make available its books and financial
19 records within the borders of Orange County within ten (10) days after receipt
20 of written demand by ADMINISTRATOR.

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

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

1 Agreement.

2 25.5 Evaluation Studies:

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

6 26. PERSONNEL DISCLOSURE

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

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

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

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

20 26.1.4 The language skill, if applicable, for all personnel.

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

27 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
28 COUNTY, criminal record background checks on all employees and/or volunteers

1 who will provide services under this Agreement.

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

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

22 26.5 COUNTY has the right to approve or disapprove all of CONTRACTOR's
23 staff performing work hereunder and any proposed changes in CONTRACTOR's
24 staff, ~~including, but not limited to, CONTRACTOR'S Program Director.~~

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

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 2526, 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 (a) in the case of an individual contractor, his/her name, date of

1 birth, Social Security number, and residence address;

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

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

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

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

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

22 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

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

12 31. CONFIDENTIALITY

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

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

1 this Agreement as having the capacity to audit CONTRACTOR, and as to the
2 latter, only during such audit. CONTRACTOR shall comply with any audits
3 specified in Paragraph 2425, provide reports and any other information
4 required by COUNTY in the administration of this Agreement, and as otherwise
5 permitted by law.

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

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

12 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
13 with respect to Juvenile Court matters, in accordance with ~~Welfare and~~
14 ~~Institutions Code~~ WIC Section 827, all applicable statutes, caselaw, and Orange
15 County Juvenile Court Policy regarding Confidentiality, as it now exists or
16 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~~ Contractor Partner Agency is a legal assistance provider, nothing in
28 this 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 3) He or she will include the language of this

1 certification in all subcontract awards at any tier and require that all
2 recipients of subcontract awards in excess of \$100,000 shall certify and
3 disclose accordingly.

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

10 42. POLITICAL ACTIVITY

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

14 43. TERMINATION PROVISIONS

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

22 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to
23 cooperate with ADMINISTRATOR in the orderly transfer of service
24 responsibilities, active case records, and pertinent documents.

25 43.3 The obligations of COUNTY under this Agreement are contingent upon
26 the availability of Federal and/or State funds, as applicable, for the
27 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
28 for the services hereunder in the budget approved by the Orange County Board

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

8 43.4 If any provision of this Agreement or the application thereof is
9 held invalid, the remainder of this Agreement shall not be affected thereby.

10 44. GOVERNING LAW AND VENUE

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

20 45. SIGNATURE IN COUNTERPARTS

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

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1 WHEREFORE, the parties hereto have executed this Agreement in the County
2 of 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: _____
DEPUTY

26 Dated: _____

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 34 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 34, below, without changing
8 COUNTY'S maximum obligation as set forth in this Agreement. CONTRACTOR
9 understands that such modification(s) shall promote community participation.
10 Any modification of services/activities shall remain within the scope of
11 defined PSSF service categories and PSSF outcomes. CONTRACTOR shall not
12 institute any modification without prior, written approval of ADMINISTRATOR.
13 The PSSF service categories are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 3. HOURS OF OPERATION

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

1 3.2 CONTRACTOR shall maintain a holiday schedule consistent with
2 COUNTY's holiday schedule: New Year's Day, Martin Luther King Day, President
3 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor
4 Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving,
5 and Christmas Day. CONTRACTOR shall obtain prior, written approval from
6 ADMINISTRATOR for holiday(s) in excess of those listed above. Failure of
7 CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon
8 itself all fiscal obligations related to non-COUNTY holiday(s) and shall be
9 deemed in material breach of this Agreement, pursuant to Paragraph 18, for
10 services not provided by CONTRACTOR during unapproved holiday(s).

11 4. SERVICES

12 4.1 Comprehensive Case Management Team ~~(CMT)~~:

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

25 4.1.2 Western Youth Services (WYS) shall provide Comprehensive
26 Case Management Team ~~(CMT)~~ services for families/~~caregivers~~ with and/or
27 caregivers of children ages birth to eighteen (0-18) years, who are at-risk of
28 abuse or neglect. ~~and/or~~ These include low-income, intact families, and/or

1 foster families, and/or families in the process of reunification, (hereinafter
2 referred to as "PARTICIPANTS" for purposes of Subparagraph 3-14.1).

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

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

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

25 4.1.3.3 Reassessment: The WYS Bilingual
26 Clinician/Intern, FRC Coordinator, and Comprehensive ~~GMT~~ Case Management Team
27 shall jointly reassess the PARTICIPANT's status, with input from collaborative
28 partners, in a weekly clinical review of cases. Comprehensive ~~GMT~~ Case

1 Management Team meetings shall provide weekly evaluations and assessment for
2 PARTICIPANTS.

3 4.1.3.4 Termination: The Comprehensive ~~CMT~~ Case
4 Management Team shall terminate the case when the desired outcomes have been
5 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

6 4.1.4 WYS shall provide Comprehensive ~~CMT~~ Case Management Team
7 services Monday through Friday ~~during FRC operating hours~~ from 8:30a.m. -
8 5:00p.m. continuously throughout the term of this Agreement. Comprehensive
9 ~~CMT~~ Case Management Team meetings shall be scheduled a minimum of one (1) day
10 per week for a minimum of one (1) hour in duration. WYS's ~~CMT~~ Case Management
11 Team Facilitator shall facilitate Comprehensive ~~CMT~~ Case Management Team
12 meetings.

13 4.1.5 WYS shall provide Comprehensive ~~CMT~~ Case Management Team
14 services at FRC locations.

15 4.1.6 WYS, shall measure progress by ensuring PARTICIPANTS
16 complete a FaCT registration form and a FaCT consent form. Additionally, WYS
17 shall complete the FaCT standardized Case Management Team Tracking and
18 Outcomes Log.

19 4.1.7 WYS's Comprehensive ~~CMT~~ Case Management Team services
20 shall address the following PSSF service categories: FP, FS, TLFR, and APS.

21 4.1.8 WYS shall provide qualified ~~Comprehensive CMT~~
22 ~~Facilitator/Program Coordinator and licensed/licensed~~ licensed or license
23 eligible Comprehensive Case Management Team Facilitator ~~Counselor~~
24 ~~Clinician/Intern~~ staff to facilitate Comprehensive Case Management Team
25 meetings as specified in Subparagraphs 11.10 and 11.12 of this Exhibit.

26 4.2 Individual Counseling:

27 4.2.1 ~~WYS shall provide Individual Counseling services for~~
28 ~~parents, foster parents, caregivers, and/or their children ages birth to~~

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

18 4.2.2 WYS shall provide Individual Counseling services for a
19 minimum of ~~fifty (50)~~ **twenty-eight (28)** unduplicated PARTICIPANTS ~~annually.~~
20 Individual Counseling services shall include, but not be limited to, the
21 following: assess PARTICIPANT’s needs; provide emotional support; stabilize
22 immediate crisis; develop goals for PARTICIPANTS; address independent living
23 skills; self-control; parenting issues; cycle of abuse; victimization; enhance
24 family dynamics; modify dysfunctional behaviors; incorporate appropriate
25 family roles; develop time limited goals for the family and child in placement
26 that are targeted to PARTICIPANTS’ particular reunification plans, if
27 applicable; and make appropriate linkages to all needed treatment programs and
28 social support systems. The ~~Bilingual~~ Clinician/Intern and/or designee, as

1 approved by ADMINISTRATOR, shall attend the FRC's Comprehensive ~~GMT~~ Case
2 Management Team meetings. Individual Counseling services shall be provided in
3 a culturally sensitive responsive manner in English and Spanish as needed by
4 PARTICIPANT.

5 4.2.3 WYS shall provide Individual Counseling services
6 continuously throughout the term of this Agreement by appointment Monday
7 through Friday during FRC operating hours. WYS may also schedule evening
8 hours at the request of PARTICIPANTS. Counseling sessions shall be a minimum
9 of fifty (50) minutes in duration, or as clinically indicated by the
10 clinician, and offered to PARTICIPANTS on a weekly basis. WYS shall
11 provide offer a minimum of four (4) weeks of counseling sessions and a maximum
12 of 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 4.2.4 WYS shall provide Individual Counseling services in a
17 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 4.2.5 WYS shall measure progress by ensuring PARTICIPANTS
21 complete a FaCT registration form, FaCT consent form, and FaCT approved
22 assessment tools.

23 4.2.6 WYS's Individual Counseling services shall address the
24 following PSSF service categories: FP, FS, TLFR, and APS.

25 4.2.7 WYS shall provide qualified licensed/licensed eligible
26 Bilingual Counselor Clinician/Intern staff as specified in Subparagraph 11.12
27 of this Exhibit.

28 ~~4.3 Family Counseling:~~

1 4.3.1 ~~WYS shall provide Family Counseling services for parents,~~
2 ~~foster parents, caregivers, and/or their children ages birth to eighteen (0-~~
3 ~~18) years, who are not Medi-Cal eligible and/or do not meet the Medi-Cal~~
4 ~~eligibility requirements for medical necessity and who are at-risk for abuse~~
5 ~~and/or neglect, and/or low-income, intact families, and/or families in the~~
6 ~~process of reunification, who may be experiencing a crisis due to~~
7 ~~interpersonal conflicts, family crisis, difficult parenting issues,~~
8 ~~challenging child needs, and/or traumatic loss hereinafter referred to as~~
9 ~~“PARTICIPANTS” for purposes of Subparagraph 4.3.~~

10 4.3.2 ~~WYS shall provide Family Counseling services for a minimum~~
11 ~~of ten (10) unduplicated PARTICIPANTS. Family Counseling services shall~~
12 ~~include, but not be limited to, the following: assess PARTICIPANT’s needs;~~
13 ~~provide emotional support; stabilize immediate crisis; develop goals for~~
14 ~~PASTICIPANTS; address independent living skills; self control; parenting~~
15 ~~issues; cycle of abuse; victimization; enhance family dynamics; modify~~
16 ~~dysfunctional behaviors; incorporate appropriate family roles; develop time~~
17 ~~limited goals for the family and child in placement that are targeted to~~
18 ~~PARTICIPANTS’ particular reunification plans, if applicable; and make~~
19 ~~appropriate linkages to all needed treatment programs and social support~~
20 ~~systems. The Bilingual Clinician/Intern and/or designee, as approved by~~
21 ~~ADMINISTRATOR, shall attend the FRC’s Comprehensive CMT meetings. Family~~
22 ~~Counseling services shall be provided in a culturally responsive manner in~~
23 ~~English and Spanish as needed by PARTICIPANT.~~

24 4.3.3 ~~WYS shall provide Family Counseling services continuously~~
25 ~~throughout the term of this Agreement by appointment Monday through Friday~~
26 ~~during FRC operating hours. WYS may also schedule evening hours at the~~
27 ~~request of PARTICIPANTS. Family Counseling sessions shall be a minimum of~~
28 ~~fifty (50) minutes in duration, or as clinically indicated by the clinician,~~

1 and offered to PARTICIPANTS on a weekly basis. WYS shall provide a minimum of
2 four (4) weeks of counseling sessions and a maximum of twenty (20) sessions
3 for each PARTICIPANT. FRC shall provide a phone messaging system to record
4 messages and post a sign with an emergency contact name and telephone number
5 for PARTICIPANTS who may call or visit the FRC after hours.

6 4.3.4 WYS shall provide Family Counseling services in a private
7 office space at the FRC, or other community locations, with advance written
8 approval by ADMINISTRATOR, provided location can accommodate the
9 confidentiality of the service.

10 4.3.5 WYS shall measure progress by ensuring PARTICIPANTS
11 complete a FaCT registration form, FaCT consent form, and FaCT approved
12 assessment tools.

13 4.3.6 WYS's Family Counseling services shall address the
14 following PSSF service categories: FP, FS, TLFR, and APS.

15 4.3.7 WYS shall provide qualified licensed/licensed eligible
16 Bilingual Counselor Clinician/Intern staff as specified in Subparagraph 11.12
17 of this Exhibit.

18 4.4 Open Ended Group Counseling:

19 4.4.1 WYS shall provide Group Counseling services for
20 individuals with children ages birth to eighteen (0-18) years, who are not
21 Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements for
22 medical necessity and who are at risk for abuse and/or neglect, and/or low-
23 income, intact families, and/or families in the process of reunification, who
24 may be experiencing a crisis due to interpersonal conflicts, family crisis,
25 difficult parenting issues, challenging child needs, and/or traumatic loss
26 hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.4.
27 WYS shall provide Open Ended Group Counseling services to children ages birth
28 to eighteen (0-18) years who are at-risk of abuse or neglect, and/or their

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

9 4.4.2 WYS shall provide Open Ended Group Counseling services for
10 a minimum of ~~twelve (12)~~ thirty-three (33) unduplicated PARTICIPANTS annually.
11 Open Ended Group Counseling services shall include, but not be limited to, the
12 following: assess PARTICIPANT's needs; provide emotional support; stabilize
13 immediate crisis; develop goals for PARTICIPANTS; address independent living
14 skills; self-control; parenting issues; cycle of abuse; victimization; enhance
15 family dynamics; modify dysfunctional behaviors; incorporate appropriate
16 family roles; develop time limited goals for the family and child in placement
17 that are targeted to PARTICIPANTS' particular reunification plans, if
18 applicable; and make appropriate linkages to all needed treatment programs and
19 social support systems. The ~~Bilingual~~ Clinician/Intern and/or designee, as
20 approved by ADMINISTRATOR, shall attend the FRC's Comprehensive ~~GMT~~ Case
21 Management Team meetings. Open Ended Group Counseling services shall be
22 provided in a culturally sensitive responsive manner in English and Spanish as
23 needed by PARTICIPANTS.

24 4.4.3 WYS shall provide Open Ended Group Counseling services
25 ~~continuously~~ throughout the term of this Agreement Monday through Friday
26 during FRC operating hours. WYS may also schedule evening hours at the
27 request of PARTICIPANTS. WYS shall provide a minimum of four (4) Open Ended
28 Group Counseling series at a minimum of ninety (90) minutes each session with

1 a ~~six (6)~~ **ten (10)** week session minimum per series. Each session shall
2 include a minimum of three (3) and maximum of ~~seven (7)~~ **nine (9)** PARTICIPANTS
3 per group. FRC shall provide a phone messaging system to record messages and
4 post a sign with an emergency contact name and telephone number for
5 PARTICIPANTS who may call or visit the FRC after hours.

6 4.4.4 WYS shall provide **Open Ended** Group Counseling services in
7 a private office space at FRC locations, or other community locations, with
8 advance written approval by ADMINISTRATOR, provided location can accommodate
9 the confidentiality of the service.

10 4.4.5 WYS shall measure progress by ensuring PARTICIPANTS
11 complete a FaCT registration form, FaCT consent form, and FaCT approved
12 assessment tools.

13 4.4.6 WYS' **Open Ended** Group Counseling services shall address
14 the following PSSF service categories: FP, FS, TLFR, and APS.

15 4.4.7 WYS shall provide qualified licensed/licensed eligible
16 ~~Bilingual~~ Counselor Clinician/Intern staff as specified in Subparagraph 11.12
17 of this Exhibit.

18 4.5 Family Advocacy:

19 4.5.1 Friendly Center (FC) shall provide Family Advocacy (FA)
20 services ~~for low-income intact, kinship, relative caregivers, and/or foster~~
21 ~~and/or pre and post adoptive families with children ages birth through~~
22 ~~eighteen (0-18) years, who are at risk for abuse and/or neglect, homeless,~~
23 ~~unemployed, and those receiving child welfare services including families in~~
24 ~~the process of reunification or in the process of COUNTY adoption process~~
25 ~~hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.5 to~~
26 ~~children ages birth to eighteen (0-18) years who are at-risk of abuse or~~
27 ~~neglect, and/or their parents, foster parents (and their children), and/or~~
28 ~~caregivers (and their children), pre- and post-adoptive families. Families~~

1 may include: those who are low-income; unemployed; underemployed; intact
2 families; homeless families; families in the process of reunification;
3 families in the COUNTY adoption process; or those who may be experiencing a
4 crisis due to interpersonal conflicts, difficult parenting issues, challenging
5 child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS"
6 for purposes of Subparagraph 4.5).

7 4.5.2 FC shall provide FA Family Advocacy services for a minimum
8 of one hundred seventy-five (175) unduplicated PARTICIPANTS. FA Family
9 Advocacy services shall include, but not be limited to, the following:
10 conduct in office or in-home assessment of family strengths and needs;
11 arrange, monitor, evaluate, and advocate for multiple services for families;
12 refer PARTICIPANTS to resources and opportunities; empower PARTICIPANTS to
13 access community resources; strengthen problem solving skills; development and
14 implement a service plan; build on and support family strengths; identify and
15 link families to resources and services; coordination of services among
16 service providers and ADMINISTRATOR's Social Workers; monitor to assure
17 PARTICIPANTS' needs are being met and goals are being achieved; reassessment
18 of needs as appropriate; and termination processes. With PARTICIPANT
19 permission, the Family Advocate or FRC Coordinator shall refer PARTICIPANT to
20 CONTRACTOR's Comprehensive CMT Case Management Team meetings to assist with
21 mobilization of services in support of families receiving FA Family Advocacy
22 services. FA Family Advocacy services shall be provided in a family friendly,
23 culturally sensitive responsive and affirming manner in English, Spanish, or
24 Vietnamese as needed by PARTICIPANT.

25 4.5.3 FC shall provide FA Family Advocacy services continuously
26 throughout the term of this Agreement Monday through Friday during FRC
27 operating hours. FC shall provide short-term FA Family Advocacy services for
28 a minimum of thirty (30) days or long-term FA Family Advocacy services for a

1 minimum of sixty (60) days for each PARTICIPANT.

2 4.5.4 FC shall primarily provide FA Family Advocacy services in
3 family's home, at FRC locations, or at other community locations as needed
4 with advance written approval by ADMINISTRATOR.

5 4.5.5 FC shall measure progress by ensuring PARTICIPANTS
6 complete a FaCT registration form, FaCT consent form, and FaCT approved
7 assessment tools.

8 4.5.6 FC's FA Family Advocacy services shall address the
9 following PSSF service categories: FP, FS, TLFR, and APS.

10 4.5.7 FC shall provide qualified Family Advocate staff as
11 specified in Subparagraph 11.2 of this Exhibit.

12 4.6 Parenting Education:

13 4.6.1 WYS shall provide Parenting Education (PE) services for
14 families who are at risk, low income parents and/or caregivers with children
15 ages birth to eighteen (0-18) years who are at risk for child abuse and
16 neglect; dealing with poverty issues, child abuse, domestic violence,
17 unemployment, teen pregnancy, adoption and/or family reunification hereinafter
18 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.6 to parents,
19 foster parents and/or caregivers of children ages birth to eighteen (0-18)
20 years who are at-risk of abuse or neglect. Parents may include: those who are
21 low-income; coming from intact families; dealing with poverty issues, child
22 abuse, domestic violence, teen parent, adoption, individuals in the process of
23 reunification; those who may be experiencing a crisis due to interpersonal
24 conflicts, difficult parenting issues, challenging child needs, and/or
25 traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of
26 Subparagraph 4.6).

27 4.6.2 WYS shall provide PE Parenting Education services for a
28 minimum of ten (10) unduplicated PARTICIPANTS annually. PE education Parenting

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

14 4.6.3 WYS shall provide a minimum of one (1) ~~annual~~ PE Parenting
15 Education series comprised of six (6) weekly classes. Each class session
16 shall be a minimum of two (2) hours in duration. WYS shall provide PE
17 Parenting Education ~~continuously throughout~~ during the term of this Agreement
18 from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times
19 convenient for PARTICIPANTS ~~throughout the term of this Agreement~~. WYS shall
20 offer PE Parenting Education services at additional times based on PARTICIPANT
21 availability.

22 4.6.4 WYS shall provide PE 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 4.6.5 WYS shall measure progress by ensuring PARTICIPANTS
26 complete a FaCT registration form and FaCT approved assessment tools.

27 4.6.6 WYS's PE Parenting Education services shall address the
28 following PSSF service categories: FP and FS.

1 4.6.7 WYS shall provide qualified Parenting Educator staff as
2 specified in Subparagraph 11.11 of this Exhibit.

3 4.7 Parenting Education TLFR:

4 4.7.1 WYS shall provide PE Parenting Education TLFR services for
5 ~~families who are at-risk, low-income parents and/or caregivers with children~~
6 ~~ages birth to eighteen (0-18) years who are at risk for child abuse and~~
7 ~~neglect; dealing with poverty issues, child abuse, domestic violence,~~
8 ~~unemployment, teen pregnancy, adoption and/or family reunification hereinafter~~
9 ~~referred to as "PARTICIPANTS" for purposes of Subparagraph 4.7~~ to parents
10 including caregivers of children ages birth to eighteen (0-18) years who are
11 in the process of reunification. TLFR parents may include: those who are low-
12 income; dealing with poverty issues, domestic violence, teen parent, those who
13 may be experiencing a crisis due to interpersonal conflicts, difficult
14 parenting issues, challenging child needs, and/or traumatic loss (hereinafter
15 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.7).

16 4.7.2 WYS shall provide PE Parenting Education TLFR services for
17 a minimum of ten (10) unduplicated PARTICIPANTS annually. PE Parenting
18 Education TLFR shall emphasize prevention of recurrence of maltreatment. PE
19 Parenting Education TLFR topics shall include, but not be limited to, the
20 following: address parent responsibilities; psychologically based behavior
21 principles; appropriate discipline; support; self-control; and emotional
22 regulation; attachment and bonding; inherent difficulties of co-parenting;
23 child development education; open and honest communication; praise and
24 acknowledgement; disruptive cycles of inappropriate parenting; supportive
25 parenting monitor attendance and participation; written report to County
26 social workers; completion of FaCT approved assessment tools, ATP, a County
27 issued standard form; and required termination reports with the number of
28 sessions PARTICIPANT attended. PE Parenting Education TLFR services shall be

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

3 4.7.3 WYS shall provide a minimum of one (1) annual PE Parenting
4 Education TLFR series comprised of ~~six (6)~~ four (4) weekly classes. Each
5 class session shall be a minimum of two (2) hours in duration. WYS shall
6 provide PE Parenting Education TLFR services ~~continuously throughout~~ during
7 the term of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday,
8 at dates and times convenient for PARTICIPANTS ~~throughout the term of this~~
9 ~~Agreement~~. WYS shall offer PE Parenting Education TLFR services at additional
10 times based on PARTICIPANT availability.

11 4.7.4 WYS shall provide PE Parenting Education TLFR services at
12 the FRC and/or at other community locations, to be approved in advance and in
13 writing by ADMINISTRATOR.

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

16 4.7.6 WYS's PE Parenting Education TLFR services shall address
17 the following PSSF service categories: TLFR.

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

20 4.8 Parenting Education Workshops APS:

21 4.8.1 WYS shall provide Parenting Education Workshops ~~(PEW)~~ APS
22 services for families who are at-risk, low-income parents and/or caregivers
23 with children ages birth to eighteen (0-18) years who are at-risk for child
24 abuse and neglect; dealing with poverty issues, child abuse, domestic
25 violence, unemployment, teen pregnancy, adoption and/or family reunification
26 hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.8.

27 4.8.2 WYS shall provide PEW Parenting Education Workshop APS
28 services for a minimum of ten (10) unduplicated PARTICIPANTS annually. PEW

1 Parenting Education Workshops APS services shall address the following:
2 attachment; bonding; and traumatic loss issues. PEW Parenting Education
3 Workshop APS services topics shall include, but not be limited to, the
4 following topics: parent responsibilities; psychologically based behavior
5 principles; appropriate discipline; support; self-control; emotional
6 regulation; attachment; bonding; inherent difficulties of co-parenting; child
7 development education; open and honest communication; praise and
8 acknowledgement; disruptive cycles of inappropriate parenting; and supportive
9 parenting; PEW Parenting Education Workshop APS services shall be provided in
10 a family friendly, culturally sensitive responsive and affirming manner in
11 English and Spanish as needed by PARTICIPANT.

12 4.8.3 WYS shall provide a minimum of ~~one (1)~~ two (2) PEW
13 Parenting Education Workshop APS for a minimum of ~~six (6)~~ three (3) hours in
14 duration. WYS shall provide PEW Parenting Education Workshop APS services
15 throughout during the term of this Agreement from 8:30 a.m. to 5:00 p.m.,
16 Monday through Friday, at dates and times convenient for PARTICIPANTS. WYS
17 shall offer PEW Parenting Education Workshop APS services at additional times
18 based on PARTICIPANT availability.

19 4.8.4 WYS shall provide PEW Parenting Education Workshop APS
20 services at FRC locations and/or at other community locations, to be approved
21 in advance and in writing by ADMINISTRATOR.

22 4.8.5 WYS shall measure progress by ensuring PARTICIPANTS
23 complete a FaCT registration form and FaCT approved assessment tools.

24 4.8.6 WYS's PEW Parenting Education Workshop APS services shall
25 address the following PSSF service categories: APS.

26 4.8.7 WYS shall provide qualified Parenting Educator staff as
27 specified in Subparagraph 11.11 of this Exhibit.

28 4.9 Personal Empowerment Program:

1 4.9.1 Interval House (IH) shall provide Personal Empowerment
2 Program (PEP) services for individuals who are at risk, low income to parents
3 and/or caregivers with children ages birth through to eighteen (0-18) years
4 who are at-risk for child abuse and/or neglect. ÷ Individuals may include:
5 those who are low-income or dealing with poverty issues; child abuse, domestic
6 violence; and those individuals in the County adoption and/or family
7 reunification 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 PEP Personal Empowerment Program services
12 to a minimum of twenty-seven (27) unduplicated PARTICIPANTS. PEP Personal
13 Empowerment Program series 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; effects of
16 violence on victims and their children; and help battered victims protect
17 children who live in domestic violence homes. PEP Personal Empowerment
18 Program topics shall include, but not be limited to, the following: develop a
19 safety plan; boundaries; anger management; legal aspects of domestic violence;
20 work through denial; and maintain healthy relationships. PEP Personal
21 Empowerment Program services shall be provided in a family friendly,
22 culturally responsive and affirming manner in English and Spanish as needed by
23 PARTICIPANT.

24 4.9.3 IH shall provide a minimum of four (4) PEP weeks of
25 Personal Empowerment Program during groups continuously throughout the term of
26 this Agreement. Each group class shall be a minimum of two (2) hours in
27 duration and offered on a weekly basis. IH shall provide PEP Personal
28 Empowerment Program services from 8:30 a.m. to 5:00 p.m., Monday through

1 Friday, at dates and times convenient for PARTICIPANTS throughout the term of
2 this Agreement. IH shall offer PEP Personal Empowerment Program services at
3 additional times based on PARTICIPANT availability.

4 4.9.4 IH shall provide PEP Personal Empowerment Program services
5 at FRC locations 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 a FaCT registration form and FaCT approved assessment tools.

9 4.9.6 IH's PEP Personal Empowerment Program services shall
10 address the following PSSF service categories: FP, FS, and APS.

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

13 4.10 PEP Personal Empowerment Program TLFR:

14 4.10.1 ~~IH shall provide PEP TLFR services for individuals who are~~
15 ~~at risk, low income parents and/or caregivers with children ages birth through~~
16 ~~eighteen (0-18) years who are at-risk for child abuse and neglect; dealing~~
17 ~~with poverty issues; child abuse, domestic violence; and those in the County~~
18 ~~adoption and/or family reunification process hereinafter referred to as~~
19 ~~"PARTICIPANTS" for purposes of Subparagraph 4.10~~ Personal Empowerment Program
20 TLFR services to parents and/or caregiver of children ages birth to eighteen
21 (0-18) years who are at-risk of abuse or neglect. TLFR individuals may
22 include: those who are low-income or dealing with poverty issues; child abuse,
23 domestic violence; individuals in the process of reunification; individuals in
24 the COUNTY adoption process; or those who may be experiencing a crisis due to
25 interpersonal conflicts, difficult parenting issues, challenging child needs,
26 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
27 of Subparagraph **Error! Reference source not found.**).

28 4.10.2 IH's PEP Personal Empowerment Program TLFR services shall

1 provide for a minimum of four (4) unduplicated PARTICIPANTS annually. PEP
2 Personal Empowerment Program TLFR series is comprised of a ten (10) week
3 educational support program to help battered victims break the cycle of
4 domestic violence through the following: education on the dynamics of domestic
5 violence; effect of violence on victims and their children; and to help
6 battered victims protect children who live in domestic violence homes. PEP
7 Personal Empowerment Program TLFR topics shall include, but not be limited to,
8 safety planning, boundaries, anger management, legal aspects of domestic
9 violence, work through denial, and maintain healthy relationships.
10 Additionally, PEP Personal Empowerment Program TLFR shall require monitoring
11 of client attendance and participation; and provide verbal and/or written
12 report to County social workers. PEP Personal Empowerment Program TLFR
13 services shall be provided in a family friendly, culturally responsive and
14 affirming manner in English and Spanish as needed by PARTICIPANT.

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

22 4.10.4 IH shall provide PEP Personal Empowerment Program TLFR
23 services at the FRC and/or at other community locations, to be approved in
24 advance and in writing by ADMINISTRATOR.

25 4.10.5 IH shall measure progress by ensuring PARTICIPANTS
26 complete FaCT measurement tools.

27 4.10.6 IH's PEP Personal Empowerment Program TLFR services shall
28 address the following PSSF service categories: TLFR.

1 4.10.7 IH shall provide qualified PEP Personal Empowerment
2 Program Instructor staff as specified in Subparagraph 11.8 of this Exhibit.

3 4.11 Community Resource Services:

4 4.11.1 FC shall provide Community Resource Services ~~(CRS)~~
5 ~~services for at-risk, low-income parents and/or caregivers and their children~~
6 ~~ages birth to eighteen (0-18) years hereinafter referred to as "PARTICIPANTS"~~
7 ~~for purposes of Subparagraph 4.11~~ to the following: parents and/or caregivers
8 and their children ages birth to eighteen (0-18) years who are at risk of
9 abuse and/or neglect; low income or dealing with poverty issues (hereinafter
10 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.10).

11 4.11.2 FC shall provide ~~CRS~~ Community Resource Services for a
12 minimum of four thousand six hundred fifty-six (4,656) unduplicated
13 PARTICIPANTS. ~~CRS~~ Community Resource Services shall include the following:
14 assessment of needs; referral to emergency housing; emergency food; family
15 counseling; child care; substance abuse counseling and treatment; parent
16 training; utility assistance; health and mental health treatment; education;
17 job training; legal aid; youth academic and recreation services; and many
18 other services based on client needs. The FRC shall be required to partner
19 with other County and local community resource service providers. ~~CRS~~
20 Community Resource Services shall be provided in a family friendly, culturally
21 sensitive responsive and affirming manner in English and Spanish as needed by
22 PARTICIPANT.

23 4.11.3 FC shall provide ~~CRS~~ Community Resource Services Monday
24 through Friday from 8:30 a.m. to 5:00 p.m., continuously throughout the term
25 of this Agreement. FC shall provide a phone messaging system to record
26 messages during all other times.

27 4.11.4 FC shall provide ~~CRS~~ Community Resource Services at FRC
28 locations.

1 4.11.5 FC shall measure progress by completing the FaCT approved
2 tracking tools.

3 4.11.6 FC's ~~CRS~~ Community Resource Services shall address the
4 following PSSF service categories: FP, FS, TLFR, and APS.

5 4.11.7 FC shall provide qualified ~~CRS~~ Community Resource Services
6 Specialist staff as specified in Subparagraph 11.3 of this Exhibit.

7 4.12 Family Interactive Events APS:

8 4.12.1 FC shall provide Family Interactive Events (~~FIE~~) APS
9 services for at-risk individuals, including adoptive, foster, non-relative
10 family members, and/or relative caregivers with children ages birth through
11 eighteen (0-18) years, (hereinafter referred to as "PARTICIPANTS" for purposes
12 of Subparagraph 4.12).

13 4.12.2 FC shall provide ~~FIE~~ Family Interactive Events APS
14 services for a minimum of fifteen (15) unduplicated PARTICIPANTS. ~~FIE~~ Family
15 Interactive Events APS services shall focus on the following: families;
16 bonding; peer support; and socialization. ~~FIE~~ Family Interactive Events APS
17 services shall be provided in a family friendly, culturally
18 sensitive responsive and affirming manner in English and Spanish as needed by
19 PARTICIPANT.

20 4.12.3 FC shall provide a minimum of two (2) ~~FIE~~ Family
21 Interactive Events APS events. ~~FIE~~ Family Interactive Events APS services
22 shall be provided ~~continuously throughout~~ during the term of this Agreement
23 Monday through Friday during FRC operating hours.

24 4.12.4 FC shall primarily provide ~~FIE~~ Family Interactive Events
25 APS services at FRC locations or at other community locations as needed with
26 advance written approval by ADMINISTRATOR.

27 4.12.5 FC shall measure progress by ensuring PARTICIPANTS
28 complete a FaCT registration form, and FaCT approved assessment tools.

1 4.12.6 FC's ~~FIE~~ Family Interactive Events APS services shall
2 address the following PSSF service categories: APS.

3 4.12.7 FC shall provide qualified FRC Program Coordinator staff
4 as specified in Subparagraph 11.1 of this Exhibit.

5 4.13 Adoption Community Outreach:

6 4.13.1 FC shall provide Adoption Community Outreach ~~(ACO)~~
7 services to ~~for at-risk,~~ parents with children ages birth through eighteen (0-
8 18) years ~~who are at-risk of abuse or neglect~~ (hereinafter referred to as
9 "PARTICIPANTS" for purposes of Subparagraph 4.13).

10 4.13.2 FC shall provide a minimum of eight (8) ~~(ACO)~~ Adoption
11 Community Outreach presentations to a minimum of one hundred fifty (150)
12 unduplicated PARTICIPANTS. ~~(ACO)~~ Adoption Community Outreach services shall
13 increase community awareness and provide foster and adoptive service
14 information to schools, parent groups, service clubs, and faith-based groups.
15 ~~(ACO)~~ Adoption Community Outreach services shall be provided in a family
16 friendly, culturally sensitive responsive and affirming manner in English and
17 Spanish as needed.

18 4.13.3 FC shall provide ~~(ACO)~~ Adoption Community Outreach
19 services ~~continuously throughout~~ during the term of this Agreement Monday
20 through Friday during FRC operating hours.

21 4.13.4 FC shall provide ~~(ACO)~~ Adoption Community Outreach
22 services at FRC locations or at other community locations as needed with
23 advance written approval by ADMINISTRATOR.

24 4.13.5 FC shall measure progress by completing FaCT approved
25 measurement tool(s).

26 4.13.6 FC's ~~(ACO)~~ Adoption Community Outreach services shall
27 address the following PSSF service categories: APS.

28 4.13.7 FC shall provide qualified FRC Program Coordinator staff

1 as specified in Subparagraph 11.1 of this Exhibit.

2 4.14 Parent Project Series:

3 4.14.1 FC shall provide Parent Project Series ~~(PPS)~~ services for
4 parents with at-risk adolescent children ages twelve through eighteen (12-18)
5 years who are strong willed, display disruptive behavior, make poor choices,
6 and/or have a history with local police or school administration, (hereinafter
7 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.14).

8 4.14.2 FC shall provide a minimum of one (1) ~~(PPS)~~ Parent Project
9 Series services to a minimum of twenty (20) unduplicated PARTICIPANTS. ~~(PPS)~~
10 Parent Project Series service is comprised of an eight (8) week lecture format
11 class with guest speakers, group participation, and group projects. ~~(PPS)~~
12 Parent Project Series services shall include, but not be limited to the
13 following: changes children experience in adolescent years; drug addiction
14 education; and severity of drug problems. ~~(PPS)~~ Parent Project Series
15 services shall be provided in a family friendly, culturally responsive and
16 affirming manner in English and Spanish as needed.

17 4.14.3 FC shall provide ~~(PPS)~~ Parent Project Series services
18 throughout during the term of this Agreement Monday through Friday during FRC
19 operating hours.

20 4.14.4 FC shall provide ~~(PPS)~~ Parent Project Series services at
21 FRC locations or at other community locations as needed with advance written
22 approval by ADMINISTRATOR.

23 4.14.5 FC shall measure progress by completing FaCT approved
24 measurement tool(s).

25 4.14.6 FC's ~~(PPS)~~ Parent Project Series services shall address
26 the following PSSF service categories: FP, FS, TLFR, and APS.

27 4.14.7 FC shall provide qualified Parent Project Facilitator
28 staff as specified in Subparagraph 11.6 of this Exhibit.

1 4.15 Family Community Events:

2 4.15.1 FC shall provide Family Community Events ~~(FCE)~~ services
3 for individuals to families with at-risk children ages birth through eighteen
4 (0-18) years who are at risk of abuse or neglect (hereinafter referred to as
5 "PARTICIPANTS" for purposes of Subparagraph 4.15).

6 4.15.2 FC shall provide ~~(FCE)~~ Family Community Events services to
7 a minimum of six hundred (600) unduplicated PARTICIPANTS. ~~(FCE)~~ Family
8 Community Events services shall include, but is not limited to, the following:
9 "Spring Fun Day" and "Day of the Child." ~~(FCE)~~ Family Community Events
10 services shall be comprised of games, activities, and a prize or gift. ~~(FCE)~~
11 Family Community Events services shall be provided in a family friendly,
12 culturally responsive and affirming manner in English and Spanish as needed.

13 4.15.3 FC shall provide three (3) ~~(FCE)~~ Family Community Events
14 throughout during the term of this Agreement Monday through Friday during FRC
15 operating hours.

16 4.15.4 FC shall provide ~~(FCE)~~ Family Community Events services at
17 FRC locations or at other community locations as needed with advance written
18 approval by ADMINISTRATOR.

19 4.15.5 FC shall measure progress by completing FaCT approved
20 measurement tool(s).

21 4.15.6 FC's ~~(FCE)~~ Family Community Events services shall address
22 the following PSSF service categories: FP, FS, TLFR, and APS.

23 4.15.7 FC shall provide qualified FRC Program Coordinator staff
24 as specified in Subparagraph 11.1 of this Exhibit.

25 4.16 Emergency Assistance:

26 4.16.1 FC shall provide Emergency Assistance ~~(EA)~~ services for
27 families to individuals with at-risk children ages birth through eighteen (0-
28 18) years who are at-risk of abuse or neglect (hereinafter referred to as

1 “PARTICIPANTS” for purposes of Subparagraph 4.16).

2 4.16.2 FC shall provide ~~(EA)~~ Emergency Assistance services to a
3 minimum of seven hundred (700) unduplicated PARTICIPANTS. ~~(EA)~~ Emergency
4 Assistance services shall include, but is not limited to, the following:
5 assistance with emergency food; rent; utilities; clothing; and supportive food
6 programs comprised of the following: commodities; Senior Brown Bag; Mobile
7 Pantry; Kids Café; Food Rescue; Daily Food; and Women, Infants, and Children
8 food voucher program. ~~(EA)~~ Emergency Assistance services shall be provided in
9 a family friendly, culturally responsive and affirming manner in English and
10 Spanish as needed.

11 4.16.3 FC shall provide ~~(EA)~~ Emergency Assistance services
12 ~~continuously throughout~~ during the term of this Agreement Monday through Friday
13 during FRC operating hours.

14 4.16.4 FC shall provide ~~(EA)~~ Emergency Assistance services at FRC
15 locations or at other community locations as needed with advance written
16 approval by ADMINISTRATOR.

17 4.16.5 FC shall measure progress by completing FaCT approved
18 measurement tool(s).

19 4.16.6 FC’s ~~(EA)~~ Emergency Assistance services shall address the
20 following PSSF service categories: FP, FS, TLFR, and APS.

21 4.16.7 FC shall provide qualified ~~CRS~~ Community Resource
22 Specialist staff as specified in Subparagraph 11.3 of this Exhibit.

23 4.17 Success For All Children And Youth:

24 4.17.1 FC shall provide Success For All Children and Youth
25 ~~(SFAC&Y)~~ services for children ages five through eighteen (5-18) years who are
26 academically at-risk (hereinafter referred to as “PARTICIPANTS” for purposes
27 of Subparagraph 4.17).

28 4.17.2 FC shall provide ~~(SFAC&Y)~~ Success For All Children and

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

21 4.17.3 FC shall provide (~~SFAC&Y~~) Success For All Children and
22 Youth services continuously throughout the term of this Agreement Monday
23 through Friday during FRC operating hours.

24 4.17.4 FC shall provide (~~SFAC&Y~~) Success For All Children and
25 Youth services at FRC locations or at other community locations as needed with
26 advance written approval by ADMINISTRATOR.

27 4.17.5 FC shall measure progress by completing FaCT approved
28 measurement tool(s).

1 4.17.6 FC's (SFAC&Y) Success For All Children and Youth services
2 shall address the following PSSF service categories: FP, FS, TLFR, and APS.

3 4.17.7 FC shall provide qualified Education Coordinator staff as
4 specified in Subparagraph 11.4 of this Exhibit.

5 4.18 Family Health and Resource Fair:

6 4.18.1 FC shall provide Family Health and Resource Fair (FH&RF)
7 services for ~~parents~~ to families with ~~at-risk~~ children ages birth through
8 eighteen (0-18) years who are at risk of abuse or neglect (hereinafter
9 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.18).

10 4.18.2 FC shall provide FH&RF Family Health and Resource Fair
11 services to a minimum of two hundred (200) unduplicated PARTICIPANTS. FH&RF
12 Family Health and Resource Fair shall provide a minimum of two (2) FH&RF
13 Family Health and Resource Fair events. FH&RF Family Health and Resource Fair
14 services include, but is not limited to, the following; community resources
15 linkage; and information on the following services: health insurance; dental
16 care; immunization; nutrition; foster and adoption; health assessments; voter
17 registration; school readiness; and Kids Print. FH&RF Family Health and
18 Resource Fair services shall be provided in a family friendly, culturally
19 responsive and affirming manner in English and Spanish as needed.

20 4.18.3 FC shall provide FH&RF Family Health and Resource Fair
21 services throughout during the term of this Agreement Monday through Friday
22 during FRC operating hours.

23 4.18.4 FC shall provide FH&RF Family Health and Resource Fair
24 services at FRC locations or at other community locations as needed with
25 advance written approval by ADMINISTRATOR.

26 4.18.5 FC shall measure progress by completing FaCT approved
27 measurement tool(s).

28 4.18.6 FC's FH&RF Family Health and Resource Fair services shall

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

2 4.18.7 FC shall provide qualified FRC Program Coordinator staff
3 as specified in Subparagraph 11.1 of this Exhibit.

4 4.19 Domestic Violence Counseling:

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

12 4.19.2 IH shall provide DV Domestic Violence Counseling services
13 for a minimum of seventeen (17) unduplicated PARTICIPANTS. DV Domestic
14 Violence Counseling services, ~~comprised of individual and families,~~ shall be
15 goal oriented and topic focused to include, but is not limited to, the
16 following: develop problem solving skills; emotional support; increased
17 control in life situations; enhanced self-esteem; assist victims trapped in DV
18 domestic violence situations; individualized counseling plans; incorporate
19 time limited goals for the family and children in placement specific to
20 PARTICIPANTS' reunification plans, as applicable; and appropriate linkages to
21 all needed treatment programs and social support systems. The PEP Personal
22 Empowerment Program Instructor, as approved by ADMINISTRATOR, shall attend the
23 FRC's Comprehensive ~~GMT~~ Case Management Team meetings. DV Domestic Violence
24 Counseling services shall be provided in a culturally responsive manner in
25 English and Spanish as needed by PARTICIPANT.

26 4.19.3 IH shall provide DV Domestic Violence Counseling services
27 ~~continuously throughout~~during the term of this Agreement, by appointment
28 Monday through Friday during FRC operating hours. IH may also schedule

1 evening hours at the request of PARTICIPANTS. ~~DV~~ Domestic Violence Counseling
2 sessions shall be: a minimum of fifty (50) minutes in duration, or as
3 clinically indicated by the clinician; by appointment; and offered to
4 PARTICIPANTS on a weekly basis. IH shall provide a minimum of four (4) weeks
5 of counseling sessions and a maximum of twenty (20) sessions for each
6 PARTICIPANT. FRC shall provide a phone messaging system to record messages
7 and post a sign with an emergency contact name and telephone number for
8 PARTICIPANTS who may call or visit the FRC after hours.

9 4.19.4 IH shall provide ~~DV~~ Domestic Violence Counseling services
10 in a private office space at the FRC, or other community locations, with
11 advance written approval by ADMINISTRATOR, provided location can accommodate
12 the confidentiality of the service.

13 4.19.5 IH shall measure progress by ensuring PARTICIPANTS
14 complete a FaCT registration form, FaCT consent form, and FaCT approved
15 assessment tools.

16 4.19.6 IH's ~~DV~~ Domestic Violence Counseling services shall
17 address the following PSSF service categories: FP, FS, TLFR, and APS.

18 4.19.7 IH shall provide qualified ~~PEP~~ Personal Empowerment
19 Program Instructor staff as specified in Subparagraph 11.8 of this Exhibit.

20 4.20 Domestic Violence Legal Assistance:

21 4.20.1 IH shall provide Domestic Violence Legal Assistance (~~DVLA~~)
22 services for to parents, foster parents, caregivers, and/or their children ages
23 birth to eighteen (0-18) years, who are victims of domestic violence.
24 Individuals include including those referred by court, child protective
25 services, and other social workers; (hereinafter referred to as "PARTICIPANTS"
26 for purposes of Subparagraph 4.20).

27 4.20.2 IH shall provide ~~DVLA~~ Domestic Violence Legal Assistance
28 services for a minimum of fourteen (14) unduplicated PARTICIPANTS. ~~DVLA~~

1 Domestic Violence Legal Assistance services, comprised of individual and
2 group, legal clinics and legal counseling, shall include, but not be limited
3 to, the following: assistance with restraining orders; custody and family law
4 information; filing court paperwork; advocacy; preparation for court
5 appearance; court appearance accompaniment; attorney representation; legal
6 resources; legal and court process education; justice system protection and
7 navigation; and make appropriate linkages to all needed treatment programs and
8 social support systems. The ~~PEP~~ Personal Empowerment Program Instructor, as
9 approved by ADMINISTRATOR, shall attend the FRC's Comprehensive ~~CMF~~ Case
10 Management Team meetings. ~~DVLA~~ Domestic Violence Legal Assistance services
11 shall be provided in a culturally responsive manner in English and Spanish as
12 needed by PARTICIPANT.

13 4.20.3 IH shall provide ~~DVLA~~ Domestic Violence Legal Assistance
14 services to each PARTICIPANT ~~continuously throughout~~ during the term of this
15 Agreement Monday through Friday during FRC operating hours. IH may also
16 schedule evening hours at the request of PARTICIPANTS. ~~DVLA~~ Domestic Violence
17 Legal Assistance services shall be a minimum of two (2) hours for each
18 PARTICIPANT. FRC shall provide a phone messaging system to record messages
19 and post a sign with an emergency contact name and telephone number for
20 PARTICIPANTS who may call or visit the FRC after hours.

21 4.20.4 IH shall provide ~~DVLA~~ Domestic Violence Legal Assistance
22 services at FRC locations, or other community locations, with advance written
23 approval by ADMINISTRATOR, provided location can accommodate the
24 confidentiality of the service.

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

28 4.20.6 IH's ~~DVLA~~ Domestic Violence Legal Assistance services

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

2 4.20.7 IH shall provide qualified Family Law Attorney staff as
3 specified in Subparagraph 11.9 of this Exhibit.

4 4.21 Closed Group Counseling:

5 4.21.1 WYS shall provide Closed Group Counseling services to
6 children ages six to eighteen (6-18) years who are at-risk of abuse or
7 neglect, and/or their parents, foster parents (and their children), adoptive
8 families (and their children), and/or caregivers (and their children).
9 Individuals may include: those who are low-income; coming from intact
10 families; individuals in the process of reunification; those who may be
11 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
12 parenting issues, challenging child needs, and/or traumatic loss (hereinafter
13 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.21). These
14 individuals are not Medi-Cal eligible; and/or do not meet the Medi-Cal
15 eligibility requirements for medical necessity.

16 4.21.2 WYS shall provide Closed Group Counseling services for a
17 minimum of twenty-eight (28) unduplicated PARTICIPANTS. Closed Group
18 Counseling services shall include, but not be limited to, the following:
19 assess PARTICIPANT's needs; provide emotional support; stabilize immediate
20 crisis; develop goals for PARTICIPANTS; address independent living skills;
21 self-control; parenting issues; cycle of abuse; victimization; enhance family
22 dynamics; modify dysfunctional behaviors; incorporate appropriate family
23 roles; develop time limited goals for the family and child in placement that
24 are targeted to PARTICIPANTS' particular reunification plans, if applicable;
25 and make appropriate linkages to all needed treatment programs and social
26 support systems. The ~~Bilingual~~ Clinician/Intern and/or designee, as approved
27 by ADMINISTRATOR, shall attend the FRC's Comprehensive ~~GMT~~ Case Management
28 Team meetings. Services shall be provided in a culturally responsive manner

1 in English and Spanish as needed by PARTICIPANTS.

2 4.21.3 WYS shall provide Closed Group Counseling services during
3 the term of this Agreement Monday through Friday during FRC operating hours.
4 WYS may also schedule evening hours at the request of PARTICIPANTS. WYS shall
5 provide a minimum of four (4) Closed Group Counseling series at a minimum of
6 sixty (60) minutes each session with a six (6) week session minimum per
7 series. Each session shall include a minimum of three (3) and maximum of
8 seven (7) PARTICIPANTS per group. FRC shall provide a phone messaging system
9 to record messages and post a sign with an emergency contact name and
10 telephone number for PARTICIPANTS who may call or visit the FRC after hours.

11 4.21.4 WYS shall provide Closed Group Counseling services in a
12 private office space at FRC locations, or other community locations, with
13 advance written approval by ADMINISTRATOR, provided location can accommodate
14 the confidentiality of the service.

15 4.21.5 WYS shall measure progress by ensuring PARTICIPANTS
16 complete a FaCT registration form, FaCT consent form, and FaCT approved
17 assessment tools.

18 4.21.6 WYS's Closed Group Counseling services shall address the
19 following PSSF service categories: FP, FS, TLFR, and APS.

20 4.21.7 WYS shall provide qualified licensed/licensed eligible
21 Bilingual Counselor Clinician/Intern staff as specified in Subparagraph 11.12
22 of this Exhibit.

23 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

24 5.1 In addition to providing the services described in Paragraph 4 of
25 this Exhibit A, CONTRACTOR agrees to:

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

28 5.1.2 Actively engage the community including local residents,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 5.7 FC shall provide ~~a minimum of five hundred and three (503)~~ Child
2 Care service hours at FRC location(s) to children of parents attending FRC
3 programs Monday through Friday during FRC operating hours, and on evenings and
4 weekends as required by participants, ~~throughout~~ **throughout** during the term of this
5 Agreement. FC shall provide qualified Child Care Provider staff as specified
6 in Subparagraph 11.5 of this Exhibit.

7 6. FACILITIES

8 Administrative services under this Agreement shall be provided at:

9 Friendly Center Family Resource Center
10 147 W. Rose Ave
11 Orange, CA 92867

12 Home Based Services will be provided in the homes of PARTICIPANTS
13 referred for service.

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

17 7. REPORTS

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

- 21 7.1 Family identifier;
- 22 7.2 Family member identifier;
- 23 7.3 Ethnicity;
- 24 7.4 Date of birth;
- 25 7.5 Sex;
- 26 7.6 Referral reason(s);
- 27 7.7 Services recommended;
- 28 7.8 Services provided;

1 7.9 Date services delivery begins;

2 7.10 Date service delivery ends;

3 7.11 Status indicators (e.g., previous abuse reports, existing health
4 problems, etc.);

5 7.12 Primary language spoken;

6 7.13 PSSF service outcomes as identified in Paragraph 2 of this
7 Exhibit; and,

8 7.14 PSSF service category as identified in Paragraph 2 of this
9 Exhibit.

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

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

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

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

23 8. UTILIZATION REVIEW

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

1 cases to be reviewed shall be randomly selected by ADMINISTRATOR.

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

6 9. SUSTAINABILITY

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

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

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

16 9.1.2 Training programs developed by or for FaCT;

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

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

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

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

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

1 agreements with other integrated service initiatives.

2 9.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain
3 CONTRACTOR's FaCT collaborative program by including written progress reports
4 in FaCT mandated reports.

5 10. BUDGET

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

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

<u>LINE ITEMS:</u>	Maximum		
<u>SALARIES:</u>	<u>FTE</u> ⁽¹⁾	<u>Hourly</u>	<u>Annual</u>
		<u>Rate</u> ⁽²⁾	<u>Budget</u>
<u>Friendly Center (FC):</u>			
FRC Program Coordinator (Services 4.1, 4.12 - 4.15, and 4.18)	1.0	\$20.00	\$ 41,600
CRS Community Resource Services Specialist I (Services 4.10 and 4.16)	1.0	10.00	20,800
CRS Community Resource Services Specialist II (Services 4.10 and 4.16)	0.164	10.00	3,411
Family Advocate Bilingual Spanish (Service 4.5)	1.0	15.00	31,200
Family Advocate Bilingual Vietnamese (Service 4.5)	0.125	15.00	3,900
Education Coordinator (Service 4.17) ⁽⁸⁾	0.25	16.00	8,320
Child Care Provider (Subparagraph 5.6) ⁽⁷⁾	0.2956	9.00	5,533
Parent Project Facilitator (Service 4.14) ⁽¹⁰⁾	0.0154	48.33	1,548
Accounting Coordinator (Admin.) ⁽¹¹⁾	0.0625	12.00	<u>1,560</u>
SUBTOTAL FC SALARIES:			\$117,872
FC Benefits (10.592%) ⁽³⁾			<u>12,485</u>
SUBTOTAL FC SALARIES AND BENEFITS:			\$130,357
<u>Interval House (IH):</u>			

1	PEP Personal Empowerment Program Instructor	0.30	\$20.75	\$ 12,948
2	(Services 4.9 and 4.19)			
3	Family Law Attorney (Service 4.20)	0.10	24.03	<u>4,998</u>
4	SUBTOTAL IH SALARIES:			\$ 17,946
5	IH Benefits (20.005%) ⁽³⁾			<u>3,590</u>
6	SUBTOTAL IH SALARIES AND BENEFITS:			\$ 21,536
7	<u>Western Youth Services (WYS):</u>			
8	CMT Comprehensive Case Management Team	0.10	\$34.20	\$ 7,114
9	Facilitator/WYS Program Coordinator (Service 4.1)			
10	Bilingual Counselor Clinician/Intern (Services 4.2			
11	- 4.4)	0.60	24.76	30,901
12	Parenting Educator (Services 4.6 - 4.8) ⁽⁹⁾	0.03654	24.76	1,882
13	Program Director (Admin.)	0.01875	36.22	<u>1,413</u>
14	SUBTOTAL WYS SALARIES:			\$ 41,310
15	WYS Benefits (21%) ⁽³⁾			<u>8,675</u>
16	SUBTOTAL WYS SALARIES AND BENEFITS:			\$ 49,985
17	SUBTOTAL ALL SALARIES AND BENEFITS:			\$201,878
18				
19	<u>SERVICES AND SUPPLIES:</u>			
20	FC - Telephone Expense			\$ 3,989
21	FC - Mileage Expense ^(4 & 5)			1,000
22	IH - Program Expense			357
23	WYS - Program Expense			698
24	WYS - Office Expenses			439
25	WYS - Mileage ^(4 & 5)			<u>1,000</u>
26	SUBTOTAL SERVICES AND SUPPLIES:			\$ 7,483
27	<u>OPERATING EXPENSES:</u>			
28	FC - Copy Machine Equipment Lease/Rental			\$ 3,600

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

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

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

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

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

22 ⁽⁵⁾ Travel costs will be in accordance with Title 41 CFR Chapter 301,
23 Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must
24 be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for
25 actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter
26 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid
27 to employees for meals and incidental expenses incurred during travel up to
28

1 the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

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

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

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

21 (9) WYS's Parenting Education services, as referenced in Subparagraph 4.6
22 through 4.8, shall consist of a Parenting Educator at a minimum of seventy-six
23 (76) hours, and related benefits as applicable, during the term of this
24 Agreement. Monthly reimbursement for the Parenting Education position is
25 based on actual hours worked.

26 (10) FC shall allocate a minimum of one thousand five hundred forty-eight
27 (\$1,548) dollars and a minimum of thirty-two (32) direct service hours to the
28 provision of Parent Project services during the term of this Agreement.

1 Monthly reimbursement is based on actual hours worked.

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

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

15 11. STAFF

16 FC shall provide the following described staff positions:

17 11.1 FRC Program Coordinator:

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

27 11.1.2 Qualifications: ~~Master's degree is preferred; Bachelor's~~
28 ~~degree in social work, sociology, psychology, or related field from an~~

1 ~~accredited university; two (2) years experience working with at-risk families~~
2 ~~and the community or four (4) years experience working with at risk families~~
3 ~~and the community may be substituted for Bachelor's degree; knowledge of child~~
4 ~~welfare system; capable of relating well to individuals from diverse~~
5 ~~backgrounds and cultures, varied income and education levels; supervisory~~
6 ~~experience in management; ability to work successfully in collaborative~~
7 ~~environment; attention to detail; and computer literate. Bilingual in~~
8 ~~English/Spanish or English/Vietnamese preferred and proficiency in English is~~
9 ~~required. Bachelor's degree (or Master's degree preferred) in social work,~~
10 ~~sociology, psychology, or related field from an accredited university and two~~
11 ~~(2) years of experience working with at-risk families and the community;~~
12 ~~knowledge of the child welfare system; capable of relating well to individuals~~
13 ~~from diverse backgrounds, cultures, varied income, and education levels;~~
14 ~~supervisory experience in management; ability to work successfully in a~~
15 ~~collaborative environment; attention to detail; and computer competency. A~~
16 ~~minimum of four (4) years of experience working with at-risk families and the~~
17 ~~community may substitute for the required Bachelor's degree with two (2) years~~
18 ~~of experience. Bilingual in English/Spanish is preferred and proficiency in~~
19 ~~English is required.~~

20 11.2 Family Advocate:

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

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

7 11.3 ~~CRS~~ Community Resource Specialist:

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

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

20 11.4 Education Coordinator:

21 11.4.1 Duties: Provide SFAC&Y Success For All Children And Youth
22 tutoring program oversight; supervision of work-study students, volunteers,
23 and interns; monitor attendance and participants, administer, compile and
24 record student assessment data; and collect and input data into FaCT database.

25 11.4.2 Qualifications: Bachelor's degree preferred; Associates
26 degree in education, sociology, social work, or the arts required; knowledge
27 of various child development levels; two (2) years experience working with
28 school age children; strong organizational, communication and computer skills;

1 ability to communicate with school staff, parents, and students. Proficiency
2 in English is required.

3 11.5 Child Care Provider:

4 11.5.1 Duties: Provide child care activities at the FRC to
5 children of PARTICIPANTS attending FRC services; communicate with FRC
6 Coordinator; and complete required documents.

7 11.5.2 Qualifications: Experience with child care including
8 working with infants and children; ability to deal calmly with stressful
9 situations; and must enjoy games. Bilingual in English/Spanish or
10 English/Vietnamese preferred and proficiency in English is required.

11 11.6 Parent Project Facilitator:

12 11.6.1 Duties: Direct, monitor, and facilitate Parent Project
13 services: provide parents with valuable tools and information to regain
14 control in home or to prepare for their adolescent children's disruptive
15 behavior, poor choices and other challenges; monitor attendance and
16 participation; complete FaCT approved assessment tools; compile and maintain
17 records; collect and input data into FaCT database; and attend all required
18 meetings and trainings.

19 11.6.2 Qualifications: High school diploma or GED; possess a
20 certificate of completion from "Parent Project Facilitator Training" program;
21 and a minimum of two (2) years public speaking or teaching experience.
22 Bilingual in English/Spanish or English/Vietnamese preferred; and proficiency
23 in English is required.

24 11.7 Accounting Coordinator:

25 11.7.1 Duties: Compile accounting reports for payment of
26 collaborative partners; communicate and follow up with partners on all
27 invoicing related duties.

28 11.7.2 Qualifications: Two (2) years bookkeeping experience;

1 computer literacy in Word, Excel, and QuickBooks computer programs; ability to
2 prioritize tasks to meet deadlines; and oral and written proficiency in
3 English is required.

4 IH shall provide the following described staff position:

5 11.8 PEP Personal Empowerment Program Instructor:

6 11.8.1 Duties: Provide PEP Personal Empowerment Program
7 educational support and instruction; develop goals for PARTICIPANTS; monitor
8 attendance and participation; provide written reports; administer FaCT
9 pre/post measurement tools; compile and maintain records; collect and input
10 data into FaCT database; and attend all required meetings and trainings.

11 11.8.2 Qualifications: Two (2) years of experience working with
12 domestic violence families; forty (40) hours of Domestic Violence Prevention
13 training; eight (8) hours of Child Abuse Prevention and Reporting Training;
14 completion of PEP Personal Empowerment Program Training; and a valid Domestic
15 Violence Advocate Certificate is required. Bilingual in English/Spanish or
16 English/Vietnamese and proficiency in English is required.

17 11.9 Family Law Attorney:

18 11.9.1 Duties: Provide legal assistance to victims of domestic
19 violence with restraining orders, custody and related family law issues;
20 conduct legal clinics; provide legal counseling and advocacy; prepare clients
21 for court; court accompaniment; provide information on legal options, legal
22 resources, legal and court processes, and effective use of justice system;
23 monitor attendance and participation; provide written reports; administer FaCT
24 measurement tool(s); compile and maintain records; collect and input data into
25 FaCT database; and attend all required meetings and trainings.

26 11.9.2 Qualifications: Must be a member in good standing with
27 the State Bar of California; knowledge of domestic violence dynamics; one (1)
28 year experience working in family law and Orange County criminal justice

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

3 11.10 WYS shall provide the following described staff positions:
4 Comprehensive ~~GMT~~ Case Management Team Facilitator/WYS Program Coordinator:

5 11.10.1 Duties: Licensed or licensed eligible clinician shall
6 facilitate the Comprehensive ~~GMT~~ Case Management Team; be legally responsible
7 for ensuring the Comprehensive ~~GMT~~ Case Management Team and/or staff member
8 follow up on all mandated reporting requirements; monitor attendance of
9 required Comprehensive ~~GMT~~ Case Management Team members; ensure
10 confidentiality forms are signed for each staff attending Comprehensive ~~GMT~~
11 Case Management Team meetings; interface with FRC PARTICIPANTS; ensure
12 confidentiality/release forms are signed by PARTICIPANTS; review laws of
13 confidentiality; child, elder, and dependent adult abuse reporting , and as
14 needed; review Comprehensive ~~GMT~~ Case Management Team cases conferenced are
15 multiple needs cases; facilitate weekly review of Comprehensive ~~GMT~~ Case
16 Management Team cases including a thorough assessment of needs, treatment
17 plan, follow up plan, and termination; review each case and document update
18 weekly; provide and coordinate ongoing cross-training to Comprehensive ~~GMT~~
19 Case Management Team on clinical training needs; review and follow up on need
20 to file a child, elder, and/or dependent adult abuse report for each case as
21 applicable; assess Comprehensive ~~GMT~~ Case Management Team for different
22 training needs; work with FRC Coordinator to set up training time and
23 presenters; ensure families are invited to Comprehensive ~~GMT~~ Case Management
24 Team meeting(s); maintain binder of weekly case logs and registration forms
25 for each case conferenced; complete standardized ~~GMT~~ Case Management Team
26 assessment tools; ensure COUNTY required Comprehensive ~~GMT~~ Case Management
27 Team data is accurately collected and input data into FaCT database; invite
28 collaborative partners to conference cases as needed; assess functioning of

1 Comprehensive ~~CMT~~ Case Management Team; invite COUNTY and other agency
2 representatives to attend, including but not limited to, the following: all
3 FaCT-funded FRC partners; non-FaCT funded collaborative partners; and agency
4 representatives; provide individual, family, group, and crisis counseling;
5 prepare reports, collect and input data into FaCT database; provide case
6 review and assignments; supervision of clinical staff; attend required FRC
7 staff meetings and trainings; and general administrative duties.

8 11.10.2 Qualifications: Licensed Clinical Social Worker (LCSW),
9 Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist
10 preferred; or license-eligible and registered with the Board of Behavioral
11 Sciences (BBS) and assigned an intern number or an Associate Clinical Social
12 Worker [ACSW] number) clinician under clinical supervision. Bilingual in
13 English/Spanish or English/Vietnamese is preferred and proficiency in English
14 is required.

15 11.11 Parenting Educator:

16 11.11.1 Duties: Provide Parenting Education classes and workshop;
17 improve parent skills and family functioning; monitor attendance and
18 participation; provide written reports; administer FaCT approved assessment
19 tools; compile and maintain records; collect and input data into FaCT
20 database; and attend all required meetings and trainings.

21 11.11.2 Qualifications: Twelve (12) units of college education in
22 child development, psychology, sociology, social work, or a related field; one
23 (1) year of experience working in the human services field; and one (1) year
24 of experience working with public speaking or teaching; or two (2) years
25 experience working in the human services field, certificate of completion in
26 child development or parenting curriculum, and one (1) year experience with
27 public speaking or teaching. Bilingual in English/Spanish or
28 English/Vietnamese and proficiency in English is required.

1 11.12 Bilingual Counselor Clinician/Intern:

2 11.12.1 Duties: Provide individual, family, and group counseling
3 services prepare and provide written reports; monitor attendance and
4 participation; administer FaCT measurement tools; compile and maintain
5 records; collect and input data into FaCT database; and attend all required
6 meetings and trainings.

7 11.12.2 Qualifications: Licensed ~~or~~ license-eligible
8 clinician ~~from an accredited university,~~ or a qualified professional, ~~under~~
9 ~~clinical supervision~~ including student trainees and interns enrolled in an
10 accredited graduate program under clinical supervision. Bilingual in
11 English/Spanish or English/Vietnamese and proficiency in English is required.

12 11.13 Program Director:

13 11.13.1 Duties: Responsible for overseeing all WYS services
14 contracted with FaCT; supervise FaCT funded WYS staff; complete required
15 documents; and attend all required meetings.

16 11.13.2 Qualifications: Minimum of two (2) years post licensure;
17 maintain a current California Licensure as LCSW, MFT, or Psychologist; abide
18 by ethical standards as set forth by the BBS; experience in the administration
19 of mental health services with a strong preference for administering
20 multidisciplinary mental health services; ability to provide competent and
21 clear direction/leadership to mental health team; experience working with
22 allied professionals; ability to interface with COUNTY and school district
23 staff; and an extensive working knowledge of clinical standards of child abuse
24 reporting and program development.