

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 INSTITUTE FOR HEALTHCARE ADVANCEMENT
6 AND
7 BOYS AND GIRLS CLUBS OF LA HABRA
8 AND
9 INTERVAL HOUSE
10 AND
11 PUBLIC LAW CENTER
12 AND
13 WESTERN YOUTH SERVICES
14 FOR THE PROVISION OF
15 SERVICES PROMOTING SAFE AND STABLE FAMILIES
16

17 THIS AGREEMENT, entered into this 1st day of July, 2014, which date is
18 particularized for purpose of reference only, is by and between the COUNTY OF
19 ORANGE, hereinafter referred to as "COUNTY," and Institute for Healthcare
20 Advancement, a California non-profit corporation; Boys and Girls Clubs of La
21 Habra, a California non-profit corporation; Interval House, a California non-
22 profit corporation; Public Law Center, a California non-profit corporation, and
23 Western Youth Services, a California non-profit corporation; hereinafter
24 collectively referred to as "LA HABRA FAMILY RESOURCE CENTER" or "CONTRACTOR."
25 Institute for Healthcare Advancement, Boys and Girls Clubs of La Habra, Interval
26 House, Public Law Center, and Western Youth Services, may each also be referred
27 to individually as "Contractor Partner Agency" or collectively as "Contractor
28 Partner Agencies." This Agreement shall be administered by the County of Orange

1 Social Services Agency Director or designee, hereinafter referred to as
2 "ADMINISTRATOR."

3
4 W I T N E S S E T H:
5

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

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

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

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

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

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 TABLE OF CONTENTS

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

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

Exhibit A Title

1. POPULATION TO BE SERVED..... 1
2. WORKLOAD STANDARDS..... 2
3. HOURS OF OPERATION..... 4
4. SERVICES..... 5
5. ADDITIONAL CONTRACTOR RESPONSIBILITIES..... 30
6. FACILITIES..... 31
7. REPORTS..... 32
8. UTILIZATION REVIEW..... 33
9. SUSTAINABILITY..... 33
10. BUDGET..... 35
11. STAFF..... 38

1 1. TERM

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

12 2. ALTERATION OF TERMS

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

20 3. STATUS OF CONTRACTOR

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

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

4 4. DESCRIPTION OF SERVICES, STAFFING

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

13 4.2 Subject to thirty (30) days written notice, ADMINISTRATOR may,
14 in his or her sole discretion, require changes in staffing allocations to
15 reflect 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
22 permits required by the laws of the United States, State of California, County
23 of Orange and all other appropriate governmental agencies to perform the
24 services described in this Agreement, and agrees to maintain these licenses
25 and permits in effect for the duration of this Agreement. Further, CONTRACTOR
26 warrants that its employees shall conduct themselves in compliance with such
27 laws and licensure requirements including, without limitation, compliance with
28 laws applicable to sexual harassment and ethical behavior.

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

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

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

19 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

20 6.1 Delegation and Assignment:

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

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

3 6.2 Subcontracts:

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

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

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

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

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

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

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

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

18 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

19 7.1 Form of Business Organization:

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

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

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

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

5 7.2 Change in Form of Business Organization:

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

13 7.3 Real Property Disclosure:

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

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

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

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

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

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

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

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

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

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

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

4 8. NON-DISCRIMINATION

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

14 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan
15 which meets the lawful and applicable requirements of the U.S. Department of
16 Health 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 Welfare
12 Programs" (PUB 13)

13 8.6.2.2 Discrimination Complaint Form

14 8.6.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

26 Sacramento, CA 94244-2430

27 Federal Civil Rights Contact:

28 U.S. Department of Health and Human Services

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

9. NOTICES

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

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

CONTRACTOR: La Habra Family Resource Center
c/o Institute for Healthcare Advancement
ATTN: Michael Villaire
501 S. Idaho Street, Suite 300
La Habra, CA 90631

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

10. NOTICE OF DELAYS

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

///

1 11. INDEMNIFICATION

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

15 12. INSURANCE

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

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

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

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

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

6 12.5 Qualified Insurer

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

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

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

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Partner Agencies</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Institute for Healthcare Advancement (IHA), Boys and Girls Clubs of La Habra (B&GCLH), Interval House (IH); Public Law Center (PLC); and Western Youth Services (WYS)
Automobile Liability (including coverage for owned, non-owned and hired vehicles)	\$1,000,000 per occurrence	IHA, B&GCLH, IH, PLC, and WYS
Workers' Compensation	Statutory	IHA, B&GCLH, IH, PLC, and WYS
Employer's Liability	\$1,000,000 per occurrence	IHA, B&GCLH, IH, PLC, and WYS
Professional Liability	\$1,000,000 per claims made or per occurrence	IHA, B&GCLH, IH, PLC, and WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	IHA, B&GCLH, IH, PLC, and WYS
Employee Dishonesty	\$36,652	IHA

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.

1 12.7.2 Business Auto Liability coverage shall be written on ISO
2 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
3 coverage at least as broad.

4 12.8 Required Endorsements

5 12.8.1 Commercial General Liability policy shall contain the
6 following endorsements, which shall accompany the Certificate of insurance:

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

10 12.8.1.1 An Additional Insured endorsement using ISO form
11 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
12 its elected and appointed officials, officers, employees, agents as Additional
13 Insureds.

14 12.8.1.2 A primary non-contributing endorsement
15 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
16 insurance maintained by the County of Orange shall be excess and non-
17 contributing.

18 12.9 The County of Orange shall be the loss payee on the Employee
19 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of
20 Orange is a Loss Payee shall accompany the Certificate of Insurance.

21 12.10 All insurance policies required by this Agreement shall waive
22 all rights of subrogation against the County of Orange and members of the
23 Board of Supervisors, its elected and appointed officials, officers, agents
24 and employees when acting within the scope of their appointment or employment.

25 12.11 The Workers' Compensation policy shall contain a waiver of
26 subrogation endorsement waiving all rights of subrogation against the County
27 of Orange, and members of the Board of Supervisors, its elected and appointed
28 officials, officers, agents and employees.

1 12.12 All insurance policies required by this Agreement shall give
2 the County of Orange thirty (30) days notice in the event of cancellation and
3 ten (10) days for non-payment of premium. This shall be evidenced by policy
4 provisions or an endorsement separate from the Certificate of Insurance.

5 12.13 If CONTRACTOR's Professional Liability policy is a "claims
6 made" policy, CONTRACTOR shall agree to maintain professional liability
7 coverage for two (2) years following completion of this Agreement.

8 12.14 The Commercial General Liability policy shall contain a
9 severability of interests clause also known as a "separation of insureds"
10 clause (standard in the ISO CG 0001 policy).

11 12.15 Insurance certificates should be mailed to COUNTY at the
12 address indicated in Paragraph 9 of this Agreement.

13 12.16 If CONTRACTOR fails to provide the insurance certificates and
14 endorsements within seven (7) days of notification by CEO/County Procurement
15 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

16 12.17 COUNTY expressly retains the right to require CONTRACTOR to
17 increase or decrease insurance of any of the above insurance types throughout
18 the term of this Agreement. Any increase or decrease in insurance will be as
19 deemed by County of Orange Risk Manager as appropriate to adequately protect
20 COUNTY.

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

27 12.19 The procuring of such required policy or policies of insurance
28 shall not be construed to limit CONTRACTOR's liability hereunder nor to

1 fulfill the indemnification provisions and requirements of this Agreement, nor
2 act in any way to reduce the policy coverage and limits available from the
3 insurer.

4 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

5 CONTRACTOR shall report to COUNTY:

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

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

13 13.2 Any injury to an employee of CONTRACTOR that occurs on COUNTY
14 property. Such report shall be submitted to COUNTY within twenty-four (24)
15 hours of occurrence.

16 13.3 Any loss, disappearance, destruction, misuse, or theft of any
17 kind whatsoever of COUNTY property, monies, or securities entrusted to
18 CONTRACTOR under the term of this Agreement. Such report shall be submitted to
19 COUNTY within twenty-four (24) hours of occurrence.

20 14. CONFLICT OF INTEREST

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

26 14.2 CONTRACTOR's efforts shall include, but not be limited to,
27 establishing precautions to prevent its employees or agents from making,
28 receiving, providing, or offering gifts, entertainment, payments, loans, or

1 other considerations which could be deemed to appear to influence individuals
2 to act contrary to the best interests of COUNTY.

3 15. ANTI-PROSELYTISM PROVISION

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

8 16. SUPPLANTING GOVERNMENT FUNDS

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

18 17. EQUIPMENT

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

1 CONTRACTOR further agrees to the following:

2 17.1.1 To maintain all items of Capital Equipment in good
3 working order and condition, normal wear and tear excepted.

4 17.1.2 To label all items of Capital Equipment, do periodic
5 inventories as required by ADMINISTRATOR and to maintain an inventory list
6 showing where and how the Capital Equipment is being used, in accordance with
7 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
8 ADMINISTRATOR within ten (10) days of any request therefore.

9 17.1.3 To report in writing to ADMINISTRATOR immediately after
10 discovery, the loss or theft of any items of Capital Equipment. For stolen
11 items, the local law enforcement agency must be contacted and a copy of the
12 police report submitted to ADMINISTRATOR.

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

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

26 17.3 No personal computers or any component thereof may be purchased
27 with funds provided under this Agreement regardless of purchase price, without
28 prior written approval of ADMINISTRATOR. Any personal computers or any

1 component thereof purchased shall be in accordance with computer
2 specifications provided by ADMINISTRATOR, be subject to the same inventory
3 control conditions specified in Subparagraphs 17.1.1 to 17.1.4 and, at the
4 sole discretion of ADMINISTRATOR, become the property of COUNTY upon
5 termination of this Agreement.

6 18. BREACH SANCTIONS

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

12 18.1 Afford CONTRACTOR a time period within which to cure the
13 breach, which period shall be established at the sole discretion of
14 ADMINISTRATOR; and/or

15 18.2 Discontinue reimbursement to CONTRACTOR for and during the
16 period in which CONTRACTOR is in breach, which reimbursement shall not be
17 entitled to later recovery; and/or

18 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid
19 by COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

23 19. DESIGNATED FISCAL AGENCY

24 19.1 Each of the Contractor Partner Agencies agrees that Institute
25 for Healthcare Advancement, shall serve as the designated fiscal agent on
26 behalf of CONTRACTOR, with authority to present claims to COUNTY on behalf of
27 each of the Contractor Partner Agencies for services delivered by each of them
28 pursuant to this Agreement. As designated fiscal agent, Institute for

1 Healthcare Advancement, shall receive the claims from each of the other
2 Contractor Partner Agencies on a monthly basis and shall submit these claims,
3 along with its own monthly claim, pursuant to Paragraph 20 herein. Claims
4 submitted to COUNTY by the designated fiscal agent shall clearly identify the
5 services that were performed by each Contractor Partner Agency. Any and all
6 payments to be made by COUNTY pursuant to this Agreement shall be made payable
7 to the designated fiscal agent. The designated fiscal agent shall thereafter
8 disburse payment as appropriate to the Contractor Partner Agencies. Each of
9 the Contractor Partner Agencies agrees that COUNTY's disbursement of payment
10 to the designated fiscal agent shall satisfy COUNTY's payment obligation under
11 this Agreement.

12 19.2 As designated fiscal agent, Institute for Healthcare
13 Advancement, shall also be responsible for, at a minimum, facilitating
14 CONTRACTOR meetings, collecting documentation for invoices and outcome
15 measurements from each Contractor Partner Agency, and maintaining complete and
16 accurate records of all financial and outcome measurement data on behalf of
17 CONTRACTOR.

18 20. PAYMENTS

19 20.1 Maximum Contractual Obligation:

20 The maximum obligation of COUNTY under this Agreement shall be
21 \$333,540, or actual allowable costs, whichever is less.

22 20.2 Allowable Costs:

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

1 20.3 Claims:

2 20.3.1 CONTRACTOR shall submit monthly reimbursement claims to
3 be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
4 the month for expenses incurred in the preceding month. In the event the
5 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
6 shall submit the claim the next business day. COUNTY holidays include New
7 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
8 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,
9 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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

19 20.3.3 Payments should be released by COUNTY within a reasonable
20 time period of approximately thirty (30) days after receipt of a correctly
21 completed claim form and required supporting documentation.

22 20.3.4 Final Claims/Settlement:

23 20.3.4.1 Final claims for the term of July 1, 2014
24 through June 30, 2015, must be received no later than August 30, 2015 at 4:00
25 p.m.

26 20.3.4.2 Claims received after the dates specified
27 in Subparagraph 20.3.4.1 may not be reimbursed. ADMINISTRATOR may, in its
28 *///*

1 sole discretion, modify the date upon which the final claim per term must be
2 received, upon written notice to CONTRACTOR.

3 20.3.4.3 The basis for final settlement shall be the
4 actual allowable costs as defined in Title 45 of the Code of Federal
5 Regulations (CFR) and OMB Circular A-122 or 48 CFR 31.2, as applicable,
6 incurred and paid by CONTRACTOR pursuant to the Agreement; limited, however,
7 to the maximum obligation of the COUNTY. In the event that any overpayment
8 has been made, the COUNTY may offset the amount of the overpayment against the
9 final payment. In the event overpayment exceeds the final payment, CONTRACTOR
10 shall pay the COUNTY all such sums within five (5) business days of notice
11 from the COUNTY. Nothing herein shall be construed as limiting the remedies
12 of the COUNTY in the event an overpayment has been made.

13 21. OVERPAYMENTS

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

27 ///

28 ///

1 22. OUTSTANDING DEBT

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

5 23. FINAL REPORT

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

11 24. INDEPENDENT AUDIT

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

21 24.2 It is mutually understood that CONTRACTOR's organization-wide
22 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR
23 agrees to provide ADMINISTRATOR with copies of its organization-wide audit for
24 the period July 1, 2014, through June 30, 2015, by December 30, 2015. Failure
25 to provide a copy of the organization-wide audit, for the period July 1, 2014,
26 through June 30, 2015, shall be sufficient cause for ADMINISTRATOR, in its
27 sole discretion, to deny payment under this or any subsequent Agreement with
28 CONTRACTOR until such time as the required audit is provided to ADMINISTRATOR.

1 ADMINISTRATOR may, in its sole discretion, modify the date upon which the
2 organization-wide audits must be received, upon notice to CONTRACTOR.

3 25. RECORDS, INSPECTIONS AND AUDITS

4 25.1 Financial Records:

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

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

15 25.2 Client Records:

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

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

26 25.2.3 COUNTY may refuse payment for a claim if client records
27 are determined by COUNTY to be incomplete or inaccurate. In the event client
28 records are determined to be incomplete or inaccurate after payment has been

1 made. COUNTY may treat such payment as an overpayment within the provisions of
2 this Agreement.

3 25.3 Public Records:

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

9 25.4 Inspections and Audits:

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

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

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

27 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
28 COUNTY's liability to the State or Federal government or any agency thereof

1 resulting from any disallowances or other audit exceptions to the extent that
2 such liability is attributable to CONTRACTOR's failure to perform under this
3 Agreement.

4 25.5 Evaluation Studies:

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

9 26. PERSONNEL DISCLOSURE

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

15 26.1.1 Names of all full or part-time personnel by title,
16 including volunteer personnel, whose direct services are required to provide
17 the programs described herein;

18 26.1.2 A brief description of the functions of each position and
19 the hours each person works each week; or for part-time personnel, each day or
20 month, as appropriate;

21 26.1.3 The professional degree, if applicable, and experience
22 required for each position; and

23 26.1.4 The language skill, if applicable, for all personnel.

24 26.2 CONTRACTOR's employment applications shall require applicants
25 to provide detailed information regarding the conviction of a crime by any
26 court, for offenses other than minor traffic offenses. Information not
27 disclosed in the employment application discovered subsequent to the hiring or
28 ///

1 promotion of any applicant shall be cause for termination of that employee
2 from the performance of services under this Agreement.

3 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost
4 to COUNTY, criminal record background checks on all employees and/or
5 volunteers who will provide services under this Agreement.

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

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

26 26.6 COUNTY has the right to approve or disapprove all of
27 CONTRACTOR's staff performing work hereunder and any proposed changes in
28 CONTRACTOR's staff.

1 26.7 COUNTY shall have the right, at its sole discretion, to require
2 CONTRACTOR to remove any employee from the performance of services under this
3 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
4 said personnel.

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

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

10 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

28 ///

1 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

27 ///

28 ///

1 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

2 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
3 ensure that all employees, volunteers, consultants, or agents performing
4 services under this Agreement report child abuse or neglect to one of the
5 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
6 abuse as defined in Section 15610.07 of the WIC to one of the agencies
7 specified in WIC Section 15630. CONTRACTOR shall require such employee,
8 volunteer, consultant or agent to sign a statement acknowledging the child
9 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
10 Penal Code and the dependent adult and elder abuse reporting requirements as
11 set forth in Section 15630 of the WIC and will comply with the provisions of
12 these code sections as they now exist or as they may hereafter be amended.

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

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

19 31. CONFIDENTIALITY

20 31.1 CONTRACTOR agrees to maintain the confidentiality of its
21 records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division
22 19-000, and all other provisions of law, and regulations promulgated
23 thereunder relating to privacy and confidentiality, as each may now exist or
24 be hereafter amended.

25 31.2 All records and information concerning any and all persons
26 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
27 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
28 volunteers. CONTRACTOR shall require all of its employees, agents,

1 subcontractors and volunteer staff who may provide services for CONTRACTOR
2 under this Agreement to sign an agreement with CONTRACTOR before commencing
3 the provision of any such services, to maintain the confidentiality of any and
4 all materials and information with which they may come into contact, or the
5 identities or any identifying characteristics or information with respect to
6 any and all participants referred to CONTRACTOR by COUNTY, except as may be
7 required to provide services under this Agreement or to those specified in
8 this Agreement as having the capacity to audit CONTRACTOR, and as to the
9 latter, only during such audit. CONTRACTOR shall comply with any audits
10 specified in Paragraph 25, provide reports and any other information required
11 by COUNTY in the administration of this Agreement, and as otherwise permitted
12 by law.

13 31.3 CONTRACTOR shall inform all of its employees, agents,
14 subcontractors, volunteers and partners of this provision and that any person
15 knowingly and intentionally violating the provisions of said State law may be
16 guilty of a crime.

17 31.4 CONTRACTOR agrees that any and all subcontracts entered into
18 shall be subject to the confidentiality requirements of this Agreement.

19 31.5 CONTRACTOR agrees to maintain the confidentiality of its
20 records with respect to Juvenile Court matters, in accordance with WIC Section
21 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy
22 regarding Confidentiality, as it now exists or may hereafter be amended.

23 31.6 No access, disclosure or release of information regarding a
24 child who is the subject of Juvenile Court proceedings shall be permitted
25 except as authorized. If authorization is in doubt, no such information shall
26 be released without the written approval of a Judge of the Juvenile Court.

27 31.7 CONTRACTOR must receive prior written approval of the Juvenile
28 Court before allowing any child to be interviewed, photographed or recorded by

1 any publication or organization or to appear on any radio, television or
2 Internet broadcast or make any other public appearance. Such approval shall
3 be requested through child's Social Worker.

4 31.8 Attorney Client Confidentiality Requirements: In the event
5 Contractor Partner Agency is a legal assistance provider, nothing in this
6 Agreement shall allow COUNTY or the State of California to engage in any
7 conduct that would impair the attorney-client relationship between CONTRACTOR
8 and its clients, as that relationship is customarily defined in the legal
9 community; and, in particular, nothing herein shall require CONTRACTOR to
10 reveal attorney-client privileged information, nor allow COUNTY or the State
11 to interfere with any other legal and ethical duties CONTRACTOR owes to its
12 clients. To the extent COUNTY, in fulfilling its contractual obligations
13 and/or its obligations under State or Federal law, finds it necessary to
14 examine documents or files prepared by CONTRACTOR in the course of its
15 confidential relationships with its clients, CONTRACTOR may delete information
16 which would identify clients from such documents or files before they are
17 examined by COUNTY.

18 32. COPYRIGHT ACCESS

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

23 33. WAIVER

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

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

4 34. PETTY CASH

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

7 35. PUBLICITY

8 35.1 Information and solicitations, prepared and released by
9 CONTRACTOR, concerning the services provided under this Agreement shall state
10 that the program, wholly or in part, is funded through COUNTY, State and
11 Federal government funds.

12 35.2 CONTRACTOR shall not disclose any details in connection with
13 this Agreement to any person or entity except as may be otherwise provided
14 hereunder or required by law. However, in recognizing CONTRACTOR's need to
15 identify its services and related clients to sustain itself, COUNTY shall not
16 inhibit CONTRACTOR from publishing its role under this Agreement within the
17 following conditions:

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

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

25 36. COUNTY RESPONSIBILITIES

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

28 ///

1 37. REFERRALS

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

4 38. REPORTS

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

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

13 39. ENERGY EFFICIENCY STANDARDS

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

17 40. ENVIRONMENTAL PROTECTION STANDARDS

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

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

26 40.2 It will notify COUNTY prior to award of the receipt of any
27 communication from the Director, Office of Federal Activities, U.S. EPA,

28 ///

1 indicating that a facility to be utilized for the grant is under consideration
2 to be listed on the EPA List of Violating Facilities; and

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

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

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

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

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

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

28 ///

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

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

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

19 42. POLITICAL ACTIVITY

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

23 43. TERMINATION PROVISIONS

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

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

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

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

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

20 44. GOVERNING LAW AND VENUE

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

1 specifically agree to waive any and all rights to request that an action be
2 transferred for trial to another county.

3 45. SIGNATURE IN COUNTERPARTS

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

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 By: _____
4 Michael Villaire
5 Chief Executive Officer
6 INSTITUTE FOR HEALTHCARE
7 ADVANCEMENT

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

8 Dated: _____

Dated: _____

9 By: _____
10 Nancy Zinberg
11 President
12 BOYS AND GIRLS CLUBS OF LA HABRA
13 LA HABRA

By: _____
Mark Chavez
Executive Director
BOYS AND GIRLS CLUBS OF
LA HABRA

14 Dated: _____

Dated: _____

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

By: _____
Carol Williams
Executive Director
INTERVAL HOUSE

Dated: _____

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

By: _____
Kenneth W. Babcock
Executive Director
PUBLIC LAW CENTER

Dated: _____

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

By: _____
Lorraine Leigh Belhumeur, Ph.D.

aka Lorry Leigh Belhumeur
Chief Executive Officer
WESTERN YOUTH SERVICES

26 By: _____

DEPUTY

Dated: _____

27 Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 INSTITUTE FOR HEALTHCARE ADVANCEMENT
8 AND
9 BOYS AND GIRLS CLUBS OF LA HABRA
10 AND
11 INTERVAL HOUSE
12 AND
13 PUBLIC LAW CENTER
14 AND
15 WESTERN YOUTH SERVICES
16 FOR THE PROVISION OF
17 SERVICES PROMOTING SAFE AND STABLE FAMILIES
18

19 1. POPULATION TO BE SERVED

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

27 ///

28 ///

1 2. WORKLOAD STANDARDS

2 2.1 CONTRACTOR shall provide services/activities, as described in
3 Paragraph 4 below, to address one (1) or more of the seven (7) Promoting Safe
4 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,
5 and addressing all four (4) of the PSSF service categories defined in
6 Subparagraphs 2.1.1 through 2.1.4, below. ADMINISTRATOR may, in its sole
7 discretion and upon written notice to CONTRACTOR, modify: the terms or
8 definitions, the particular type of services/activities to be provided, the
9 time-of-day and day-of-week services/activities are to be provided, the
10 location(s) where services/activities shall be provided, the date(s)
11 services/activities shall begin and end, the service goal(s), measurement
12 tools and outcome indicators, and the number of participants to be provided
13 services/activities as described in Paragraph 4, below, without changing
14 COUNTY'S maximum obligation as set forth in this Agreement. CONTRACTOR
15 understands that such modification(s) shall promote community participation.
16 Any modification of services/activities shall remain within the scope of
17 defined PSSF service categories and PSSF outcomes. CONTRACTOR shall not
18 institute any modification without prior, written approval of ADMINISTRATOR.
19 The PSSF service categories are as follows:

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

1 2.1.2 Family Support: Family Support (FS) services are
2 primarily community-based preventive activities designed to alleviate stress
3 and promote parental competencies and behaviors that will increase the ability
4 of families to successfully nurture their children; enable families to use
5 other resources and opportunities available in the community; and create
6 supportive networks to enhance child-rearing abilities of parents and help
7 compensate for the increased social isolation and vulnerability of families.
8 FS services should comprise approximately thirty-five (35) percent of the
9 budget for total services. Services must address a minimum of one (1) of the
10 PSSF outcomes for each contracted service (as specified in Subparagraph 2.2
11 below).

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

26 2.1.4 Adoption Promotion and Support: Adoption Promotion and
27 Support (APS) services are designed to encourage more adoptions out of the
28 foster care system, when adoptions promote the best interest of children, and

1 include such activities as pre- and post-adoptive services designed to
2 expedite the adoption process and support adoptive families. APS services
3 should comprise approximately twenty (20) percent of the budget for total
4 services. Services must address a minimum of one (1) of the PSSF outcomes for
5 each contracted service (as specified in Subparagraph 2.2 below).

6 2.2 Services must meet a minimum of one (1) of the following PSSF
7 outcomes for each contracted service:

8 2.2.1 Children are, first and foremost, protected from abuse and
9 neglect.

10 2.2.2 Children are safely maintained in their own homes whenever
11 possible and appropriate.

12 2.2.3 Children have permanency and stability in their living
13 situations.

14 2.2.4 The continuity of family relationships and connections is
15 preserved for children.

16 2.2.5 Families have enhanced capacity to provide for their
17 children's needs.

18 2.2.6 Children receive appropriate services to meet educational
19 needs.

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

22 2.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
23 modify workload standards as set forth in this Paragraph and as authorized by
24 COUNTY, without reducing the level of service to be provided by CONTRACTOR.

25 3. HOURS OF OPERATION

26 3.1 CONTRACTOR shall provide services during hours that are
27 responsive to the needs of the target population(s) as determined by
28 ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services, Monday

1 through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as
2 established by the Orange County Board of Supervisor. However, CONTRACTOR is
3 encouraged to provide the contracted services on holidays, whenever possible.

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

11 4. SERVICES

12 4.1 Comprehensive Case Management Team:

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 WYS shall provide Comprehensive Case Management Team
26 services to families with and/or caregivers of children ages birth to eighteen
27 (0-18) years, who are at-risk of abuse or neglect. These include low-income,
28 intact families, foster families, and/or families in the process of

1 reunification (hereinafter referred to as "PARTICIPANTS" for purposes of
2 Subparagraph 4.1).

3 4.1.3 WYS, in coordination with collaborative partners, shall
4 provide Comprehensive Case Management Team services for a minimum of ninety
5 (90) unduplicated PARTICIPANTS. Comprehensive Case Management Team services
6 include, but are not limited to: identifying the educational, health, or
7 social service needs of a child, and child's family; developing a plan to
8 address these multiple needs; weekly reviews; team assessment; arranging and
9 coordinating appropriate services; monitoring effectiveness of services; and
10 evaluating the outcome of services. Comprehensive Case Management Team
11 services shall include, but not be limited to, the following components:

12 4.1.3.1 Assessment: The Family Resource Center
13 (FRC) Coordinator and Comprehensive Case Management Team shall complete a
14 comprehensive assessment of PARTICIPANTS' strengths and needs, treatment plan,
15 follow-up, and community resources available to PARTICIPANT. The FRC
16 Coordinator shall ensure the completion of a FaCT registration form, FaCT
17 consent form, and referral form.

18 4.1.3.2 Individualized Treatment Plan: On the basis
19 of the assessment, the FRC Coordinator, and Comprehensive Case Management Team
20 shall jointly develop an individualized treatment plan with the PARTICIPANT
21 that identifies priorities, desired outcomes, the strategies and resources to
22 be used in attaining the outcomes, follow up, and termination.

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

28 ///

1 4.1.3.4 Termination: The Comprehensive Case
2 Management Team shall terminate the case when the desired outcomes have been
3 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

4 4.1.4 WYS shall provide Comprehensive Case Management Team
5 services Monday through Friday during FRC operating hours during the term of
6 this Agreement. Comprehensive Case Management Team meetings shall be
7 scheduled a minimum of one (1) day per week for a minimum of one (1) hour in
8 duration. WYS' Case Management Team Facilitator/Program Coordinator shall
9 facilitate Comprehensive Case Management Team meetings.

10 4.1.5 WYS shall provide Comprehensive Case Management Team
11 services at FRC locations.

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

16 4.1.7 WYS's Comprehensive Case Management Team services shall
17 address the following PSSF service categories: FP, FS, TLFR, and APS.

18 4.1.8 WYS shall provide qualified Comprehensive Case Management
19 Team Facilitator/Program Coordinator staff to facilitate Comprehensive Case
20 Management Team meetings as specified in Subparagraph 11.13 of this Exhibit.

21 4.2 Individual Counseling:

22 4.2.1 WYS shall provide Individual Counseling services to
23 children ages birth to eighteen (0-18) years who are at-risk of abuse or
24 neglect, and/or their parents, foster parents (and their children), adoptive
25 families (and their children), and/or caregivers (and their children).
26 Individuals may include: those who are low-income; coming from intact
27 families; individuals in the process of reunification; those who may be
28 experiencing a crisis due to interpersonal conflicts, difficult parenting

1 issues, challenging child needs, and/or traumatic loss (hereinafter referred
2 to as "PARTICIPANTS" for purposes of Subparagraph 4.2).

3 4.2.2 WYS shall provide Individual Counseling services for a
4 minimum of twenty-five (25) unduplicated PARTICIPANTS. Individual Counseling
5 services shall include, but not be limited to; assess PARTICIPANT's needs;
6 provide emotional support; stabilize immediate crisis; develop goals for
7 PARTICIPANTS; address independent living skills; self-control; parenting
8 issues; cycle of abuse; victimization; enhance family dynamics; modify
9 dysfunctional behaviors; incorporate appropriate family roles; develop time
10 limited goals for the family and child in placement that are targeted to
11 PARTICIPANTS' particular reunification plans if applicable; and make
12 appropriate linkages to all needed treatment programs and social support
13 systems. The Counselor and/or designee, as approved by ADMINISTRATOR, shall
14 attend the FRC's Comprehensive Case Management Team meetings. Individual
15 Counseling services shall be provided in a culturally responsive manner in
16 English and Spanish as needed by PARTICIPANT.

17 4.2.3 WYS shall provide Individual Counseling services during
18 the term of this Agreement by appointment Monday through Friday during FRC
19 operating hours. WYS may also schedule evening hours at the request of
20 PARTICIPANTS. Counseling sessions shall be a minimum of fifty (50) minutes in
21 duration, or as clinically indicated by the clinician, and offered to
22 PARTICIPANTS on a weekly basis. WYS shall offer a minimum of six (6) weeks of
23 counseling sessions and a maximum of twenty (20) sessions for each
24 PARTICIPANT. FRC shall provide a phone messaging system to record messages
25 and post a sign with an emergency contact name and telephone number for
26 PARTICIPANTS who may call or visit the FRC after hours.

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

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

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

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

8 4.2.7 WYS shall provide qualified licensed/licensed eligible
9 Counselor Clinician/Intern staff as specified in Subparagraph 11.14 of this
10 Exhibit.

11 4.3 Family Counseling:

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

22 4.3.2 WYS shall provide Family Counseling services for a minimum
23 of seven (7) unduplicated PARTICIPANTS. Family Counseling services shall
24 include, but not be limited to: assess PARTICIPANT's needs; provide emotional
25 support; stabilize immediate crisis; develop goals for PARTICIPANTS; address
26 independent living skills; self-control; parenting issues; cycle of abuse;
27 victimization; enhance family dynamics; modify dysfunctional behaviors;
28 incorporate appropriate family roles; and develop time limited goals for the

1 family and child in placement that are targeted to PARTICIPANTS' particular
2 reunification plans, if applicable and make appropriate linkages to all needed
3 treatment programs and social support systems. The Counselor and/or designee,
4 as approved by ADMINISTRATOR, shall attend the FRC's Comprehensive Case
5 Management Team meetings. Family Counseling services shall be provided in a
6 culturally responsive manner in English and Spanish as needed by PARTICIPANT.

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

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

21 4.3.5 WYS shall measure progress by ensuring PARTICIPANTS
22 complete a FaCT registration form, FaCT consent form, and FaCT approved
23 assessment tools.

24 4.3.6 WYS's Family Counseling services shall address the
25 following PSSF service categories: FP, FS, TLFR, and APS.

26 4.3.7 WYS shall provide qualified licensed/licensed eligible
27 Counselor Clinician/Intern staff as specified in Subparagraph 11.14 of this
28 Exhibit.

1 4.4 Group Counseling:

2 4.4.1 WYS shall provide Group Counseling services to children
3 ages birth to eighteen (0-18) years who are at-risk of abuse or neglect,
4 and/or their parents, foster parents (and their children), and/or caregivers
5 (and their children). Individuals may include: those who are low-income;
6 coming from intact families; individuals in the process of reunification;
7 those who may be experiencing a crisis due to interpersonal conflicts,
8 difficult parenting issues, challenging child needs, and/or traumatic loss
9 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.4).
10 These individuals are not Medi-Cal eligible; and/or do not meet the Medi-Cal
11 eligibility requirements for medical necessity.

12 4.4.2 WYS shall provide Group Counseling services for a minimum
13 of thirty-seven (37) unduplicated PARTICIPANTS. Group Counseling services
14 shall include, but not be limited to, the following: assess PARTICIPANT's
15 needs; provide emotional support; stabilize immediate crisis; develop goals
16 for PARTICIPANTS; address independent living skills; self-control; parenting
17 issues; cycle of abuse; victimization; enhance family dynamics; modify
18 dysfunctional behaviors; incorporate appropriate family roles; develop time
19 limited goals for the family and child in placement that are targeted to
20 PARTICIPANTS' particular reunification plans, if applicable; and make
21 appropriate linkages to all needed treatment programs and social support
22 systems. The Counselor and/or designee, as approved by ADMINISTRATOR, shall
23 attend the FRC's Comprehensive Case Management Team meetings. Group
24 Counseling services shall be provided in a culturally responsive manner in
25 English and Spanish as needed by PARTICIPANTS.

26 4.4.3 WYS shall provide Group Counseling services during the
27 term of this Agreement Monday through Friday during FRC operating hours and on
28 evenings as required by PARTICIPANTS, during the term of this Agreement. WYS

1 shall provide a minimum of four (4) Group Counseling series at a minimum of
2 ninety (90) minutes each session with a six (6) week session minimum per
3 series for a total of twenty-four (24) weeks minimum Group Counseling
4 services. Each Group Counseling session shall include a minimum of five (5)
5 PARTICIPANTS per group session. FRC shall provide a phone messaging system to
6 record messages and post a sign with an emergency contact name and telephone
7 number for PARTICIPANTS who may call or visit the FRC after hours.

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

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

15 4.4.6 WYS's Group Counseling services shall address the
16 following PSSF service categories: FP, FS, TLFR, and APS.

17 4.4.7 WYS shall provide qualified licensed/licensed eligible
18 Counselor Clinician/Intern staff as specified in Subparagraph 11.14 of this
19 Exhibit.

20 4.5 Family Advocacy/Case Management Support Services:

21 4.5.1 Institute for Healthcare Advancement (IHA) shall provide
22 Family Advocacy/Case Management Support services to children ages birth to
23 eighteen (0-18) years who are at-risk of abuse or neglect, and/or their
24 parents, foster parents (and their children), and/or caregivers (and their
25 children), pre- and post-adoptive families. Families may include: those who
26 are low-income; unemployed; underemployed; intact families; homeless families;
27 families in the process of reunification; families in the COUNTY adoption
28 process; or those who may be experiencing a crisis due to interpersonal

1 conflicts, difficult parenting issues, challenging child needs, and/or
2 traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of
3 Subparagraph 4.5).

4 4.5.2 IHA shall provide Family Advocacy/Case Management Support
5 services for a minimum of one hundred fifty hundred (150) unduplicated
6 PARTICIPANTS. Family Advocacy/Case Management Support services shall include,
7 but not be limited to, the following: assess the strengths and needs of a
8 client and family; arrange, coordinate, monitor, evaluate, and advocate for
9 multiple services for families; link clients to resources and services and
10 opportunities; teach and empower clients to access community resources;
11 strengthen problem solving skills; build on family strengths; case planning;
12 follow up and monitor case to ensure achievement of individualized, negotiated
13 family goals; assess if services meet family's needs; empower families;
14 coordinate all provider services involved in family's care; refer to
15 Comprehensive Case Management Team as appropriate; facilitate service access
16 and coordination; and office and in-home visits. Family Advocacy/Case
17 Management Support services shall be provided in a family friendly, culturally
18 responsive manner in English and Spanish as needed by PARTICIPANT.

19 4.5.3 IHA shall provide Family Advocacy/Case Management Support
20 services during the term of this Agreement Monday through Friday during FRC
21 operating hours and on evenings as required by PARTICIPANTS. IHA shall
22 provide short-term Family Advocacy/Case Management Support services for a
23 minimum of thirty (30) days or long-term Family Advocacy/Case Management
24 Support services for a minimum of sixty (60) days for each PARTICIPANT.

25 4.5.4 IHA shall primarily provide Family Advocacy/Case
26 Management Support services in family's home, at the FRC, or at other
27 community locations as needed with advance written approval by ADMINISTRATOR.

28 ///

1 4.5.5 IHA shall measure progress by ensuring PARTICIPANTS
2 complete a FaCT registration form, FaCT consent form, and FaCT approved
3 assessment tools.

4 4.5.6 IHA's Family Advocacy/Case Management Support services
5 shall address the following PSSF service categories: FP, FS, TLFR, and APS.

6 4.5.7 IHA shall provide qualified Family Advocate/Individual
7 Case Manager staff as specified in Subparagraph 11.2 of this Exhibit.

8 4.6 Parenting Education:

9 4.6.1 WYS shall provide Parenting Education to parents, foster
10 parents and/or caregivers of children ages birth to eighteen (0-18) years who
11 are at-risk of abuse or neglect. Parents may include: those who are low-
12 income; coming from intact families; dealing with poverty issues, child abuse,
13 domestic violence, teen parent, adoption, individuals in the process of
14 reunification; those who may be experiencing a crisis due to interpersonal
15 conflicts, difficult parenting issues, challenging child needs, and/or
16 traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of
17 Subparagraph 4.6).

18 4.6.2 WYS shall provide Parenting Education services for a
19 minimum of fifteen (15) unduplicated PARTICIPANTS. Parenting Education
20 services shall: improve parenting skills; family functioning by teaching
21 parents/caregivers about child development (e.g., developmental expectations);
22 behavior management (e.g., discipline techniques); and coping skills (e.g.,
23 communication and stress management). Parenting Education topics shall
24 include, but not be limited to, the following: address parent
25 responsibilities; provide psychologically based behavior principles; stress
26 importance of appropriate discipline and support; self-control; emotional
27 regulation; attachment and bonding from birth throughout childhood; identify
28 difficulties inherent in co-parenting; child development; open and honest

1 communication; praise and acknowledgement; disruptive cycles of inappropriate
2 parenting; and healthy and supportive parenting. Parenting Education services
3 shall be provided in a family friendly, culturally responsive manner in
4 English and Spanish as needed by PARTICIPANT.

5 4.6.3 WYS shall provide a minimum of one (1) Parenting Education
6 series comprised of six (6) weekly classes. Parenting Education services
7 shall be provided during the term of this Agreement from 8:30 a.m. to 5:00
8 p.m., Monday through Friday, at dates and times convenient for PARTICIPANTS.
9 WYS shall offer Parenting Education services at additional times based on
10 PARTICIPANT availability.

11 4.6.4 WYS shall provide Parenting Education services at the FRC
12 and/or at other community locations, to be approved in advance and in writing
13 by ADMINISTRATOR.

14 4.6.5 WYS shall measure progress by ensuring PARTICIPANTS
15 complete a FaCT registration form and FaCT approved measurement tools.

16 4.6.6 WYS's Parenting Education services shall address the
17 following PSSF service categories: FP and FS.

18 4.6.7 WYS shall provide qualified Parenting Educator staff as
19 specified in Subparagraph 11.15 of this Exhibit.

20 4.7 Parenting Education TLFR:

21 4.7.1 WYS shall provide Parenting Education TLFR services to
22 parents including caregivers of children ages birth to eighteen (0-18) years
23 who are in the process of reunification. TLFR parents may include: those who
24 are low-income; dealing with poverty issues, domestic violence, teen parent,
25 those who may be experiencing a crisis due to interpersonal conflicts,
26 difficult parenting issues, challenging child needs, and/or traumatic loss
27 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.7).

28 ///

1 4.7.2 WYS shall provide Parenting Education TLFR services for a
2 minimum of ten (10) unduplicated PARTICIPANTS. Parenting Education TLFR
3 services shall emphasize prevention of recurrence of maltreatment. Parenting
4 Education TLFR topics shall include, but not be limited to: address parent
5 responsibilities; provide psychologically based behavior principles; stress
6 importance of appropriate discipline and support; self-control; emotional
7 regulation; attachment and bonding from birth throughout childhood; identify
8 difficulties inherent in co-parenting; child development; open and honest
9 communication; praise and acknowledgement; disruptive cycles of inappropriate
10 parenting; and healthy and supportive parenting; monitor attendance and
11 participation; written report to County social workers; completion of FaCT
12 assessment tools; FaCT Assessment and Treatment Plan (A&TP), a County issued
13 standard form; and required termination reports with the number of sessions
14 PARTICIPANT attended. Parenting Education TLFR services shall be provided in
15 a family friendly, culturally responsive manner in English and Spanish as
16 needed by PARTICIPANT.

17 4.7.3 WYS shall provide a minimum of one (1) Parenting Education
18 TLFR series comprised of a minimum of four (4) weekly classes. Parenting
19 Education TLFR services shall be offered during the term of this Agreement
20 from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times
21 convenient for PARTICIPANTS. WYS shall offer Parenting Education TLFR
22 services at additional times based on PARTICIPANT availability.

23 4.7.4 WYS shall provide Parenting Education TLFR services at the
24 FRC and/or at other community locations, to be approved in advance and in
25 writing by ADMINISTRATOR.

26 4.7.5 WYS shall measure progress by ensuring PARTICIPANTS
27 complete a FaCT registration form and FaCT approved measurement tools.

28 ///

1 4.7.6 WYS's Parenting Education TLFR services shall address the
2 following PSSF service categories: TLFR.

3 4.7.7 WYS shall provide qualified Parenting Educator staff as
4 specified in Subparagraph 11.15 of this Exhibit.

5 4.8 Parenting Education Workshop(s) APS:

6 4.8.1 WYS shall provide Parenting Education Workshop APS
7 services to parents including caregivers of children ages birth to eighteen
8 (0-18) years who are at risk for child abuse or neglect. Parents may include:
9 those who are low-income; dealing with poverty issues, domestic violence, teen
10 parent, those who may be experiencing a crisis due to interpersonal conflicts,
11 difficult parenting issues, challenging child needs, and/or traumatic loss
12 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.8).

13 4.8.2 WYS shall provide Parenting Education Workshop APS
14 services for a minimum of fifteen (15) unduplicated PARTICIPANTS. Parenting
15 Education Workshop APS services shall address attachment, bonding, and
16 traumatic loss issues. Parenting Education Workshop APS topics shall include,
17 but not be limited to: address parent responsibilities; provide
18 psychologically based behavior principles; stress importance of appropriate
19 discipline and support; self-control; emotional regulation; attachment and
20 bonding from birth throughout childhood; identify difficulties inherent in co-
21 parenting; child development; open and honest communication; praise and
22 acknowledgement; disruptive cycles of inappropriate parenting; healthy and
23 supportive parenting; and protect children who live in homes where domestic
24 violence is present; Parenting Education Workshop APS services shall be
25 provided in a family friendly, culturally responsive manner in English and
26 Spanish as needed by PARTICIPANT.

27 4.8.3 WYS shall provide a minimum of two (2) Parenting Education
28 Workshop APS, each for a minimum of six (6) hours in duration during the term

1 of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates
2 and times convenient for PARTICIPANTS. Parenting Education Workshop APS
3 services shall be offered at additional times based on PARTICIPANT
4 availability.

5 4.8.4 WYS shall provide Parenting Education Workshop APS series
6 on a weekly basis for a minimum of two (2) hours in duration per session, at
7 the FRC and/or at other community locations, to be approved in advance and in
8 writing by ADMINISTRATOR.

9 4.8.5 WYS shall measure progress by ensuring PARTICIPANTS
10 complete a FaCT registration form and FaCT approved measurement tools.

11 4.8.6 WYS' Parenting Education Workshop APS services shall
12 address the following PSSF service categories: APS.

13 4.8.7 WYS shall provide qualified Parenting Educator staff as
14 specified in Subparagraph 11.15 of this Exhibit.

15 4.9 Personal Empowerment Program:

16 4.9.1 Interval House (IH) shall provide Personal Empowerment
17 Program services to parents and/or caregiver of children ages birth to
18 eighteen (0-18) years who are at-risk of abuse or neglect. Individuals may
19 include: those who are low-income or dealing with poverty issues; child abuse,
20 domestic violence; individuals in the COUNTY adoption process; or those who
21 may be experiencing a crisis due to interpersonal conflicts, difficult
22 parenting issues, challenging child needs, and/or traumatic loss (hereinafter
23 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.9).

24 4.9.2 IH's Personal Empowerment Program services shall provide a
25 minimum of fifteen (15) unduplicated PARTICIPANTS. Personal Empowerment
26 Program series is comprised of a ten (10) week educational support program
27 designed to help battered victims break the cycle of domestic violence;
28 education on the dynamics of domestic violence; effects of violence on victims

1 and their children; and to help battered victims protect children who live in
2 domestic violence homes. Personal Empowerment Program topics shall include,
3 but not be limited to: safety planning; boundaries; anger management; legal
4 aspects of domestic violence; work through denial; and maintain healthy
5 relationships. Personal Empowerment Program services shall be provided in a
6 family friendly, culturally responsive manner in English and Spanish as needed
7 by PARTICIPANT.

8 4.9.3 IH shall provide Personal Empowerment Program groups
9 during the term of this Agreement. Each group shall be a minimum of two (2)
10 hours in duration. IH shall provide Personal Empowerment Program services
11 from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times
12 convenient for PARTICIPANTS. IH shall offer Personal Empowerment Program
13 services at additional times based on PARTICIPANT availability.

14 4.9.4 IH shall provide Personal Empowerment Program services at
15 the FRC and/or at other community locations, to be approved in advance and in
16 writing by ADMINISTRATOR.

17 4.9.5 IH shall measure progress by ensuring PARTICIPANTS
18 complete FaCT measurement tools.

19 4.9.6 IH's Personal Empowerment Program services shall address
20 the following PSSF service categories: FP, FS, and APS.

21 4.9.7 IH shall provide qualified Personal Empowerment Program
22 Instructor staff as specified in Subparagraph 11.10 of this Exhibit.

23 4.10 Personal Empowerment Program TLFR:

24 4.10.1 IH shall provide Personal Empowerment Program TLFR
25 services to parents and/or caregiver of children ages birth to eighteen (0-18)
26 years who are at-risk of abuse or neglect. TLFR individuals may include:
27 those who are low-income or dealing with poverty issues; child abuse, domestic
28 violence; individuals in the process of reunification; individuals in the

1 COUNTY adoption process; or those who may be experiencing a crisis due to
2 interpersonal conflicts, difficult parenting issues, challenging child needs,
3 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
4 of Subparagraph 4.10).

5 4.10.2 IH's Personal Empowerment Program TLFR services shall
6 provide a minimum of five (5) unduplicated PARTICIPANTS. Personal Empowerment
7 Program TLFR series is comprised of a ten (10) week educational support
8 program to help battered victims break the cycle of domestic violence through
9 the following: education on the dynamics of domestic violence; effects of
10 violence on victims and their children; and to help battered victims protect
11 children who live in domestic violence homes. Personal Empowerment Program
12 TLFR topics shall include, but not be limited to, safety planning, boundaries,
13 anger management, legal aspects of domestic violence, work through denial, and
14 maintain healthy relationships. Additionally Personal Empowerment Program
15 TLFR shall require monitor client attendance and participation; and provide
16 verbal and/or written report to County social workers. Personal Empowerment
17 Program TLFR services shall be provided in a family friendly, culturally
18 responsive manner in English and Spanish as needed by PARTICIPANT.

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

26 4.10.4 IH shall provide Personal Empowerment Program TLFR
27 services at the FRC and/or at other community locations, to be approved in
28 advance and in writing by ADMINISTRATOR.

1 4.10.5 IH shall measure progress by ensuring PARTICIPANTS
2 complete FaCT measurement tools.

3 4.10.6 IH's Personal Empowerment Program TLFR services shall
4 address the following PSSF service categories: TLFR.

5 4.10.7 IH shall provide qualified Personal Empowerment Program
6 Instructor staff as specified in Subparagraph 11.10 of this Exhibit.

7 4.11 Community Resource Services:

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

13 4.11.2 IHA shall provide Community Resource Services for a
14 minimum of seven hundred fifty (750) unduplicated PARTICIPANTS. Community
15 Resource Services shall include, but not be limited to the following: an
16 assessment of need; referral to emergency housing; emergency food; family
17 counseling; child care; substance abuse counseling and treatment; parenting
18 training; utility assistance; health and mental health treatment; education
19 and job training; legal aid; youth academic and recreation services; linkages
20 to a wide range of community services; general family support; family
21 advocacy; case management team; parenting services; treatment services;
22 domestic violence; basic needs; and many other services based on client needs.
23 The FRC shall be required to partner with other County and local community
24 resource services providers. Community Resource Services shall be provided in
25 a family friendly, culturally responsive manner in English and Spanish as
26 needed by PARTICIPANT.

27 4.11.3 IHA shall provide Community Resource Services Monday
28 through Friday from 8:30 a.m. to 5:00 p.m. during the term of this Agreement.

1 FRC shall provide a phone messaging system to record messages during all other
2 times.

3 4.11.4 IHA shall provide Community Resource Services at FRC
4 locations.

5 4.11.5 IHA shall measure progress by completing FaCT measurement
6 tools.

7 4.11.6 IHA's Community Resource Services shall address the
8 following PSSF service categories: FP, FS, TLFR, and APS.

9 4.11.7 IHA shall provide qualified Community Resource Services
10 Specialist as specified in Subparagraph 11.3 of this Exhibit.

11 4.12 Legal Clinic:

12 4.12.1 Public Law Center (PLC) shall provide Legal Clinic
13 services to parents and/or caregivers with children ages birth to eighteen (0-
14 18) years who require legal services to ensure the safety of their children
15 and maintain consistency of relationships for children (hereinafter referred
16 to as "PARTICIPANTS" for purposes of Subparagraph 4.12).

17 4.12.2 PLC shall provide Legal Clinic services for a minimum of
18 one hundred eighteen (118) unduplicated PARTICIPANTS. Legal Clinic services
19 shall include, but not be limited to the following: legal advice; assistance;
20 counsel; intake and assessment; preparation and filing of legal documents such
21 as Violence Against Women Act (VAWA); housing rights; immigration law; legal
22 counseling; advocacy; and representation at court hearings. Legal Clinic
23 services shall be provided in a family friendly, culturally responsive manner
24 in English and Spanish as needed by PARTICIPANT.

25 4.12.3 PLC shall provide a minimum of sixteen (16) Legal Clinics.
26 Each clinic shall be a minimum of three (3) hours in duration and shall be
27 offered Monday through Friday from 8:30 a.m. to 5:00 p.m., and on evenings as
28 required by PARTICIPANTS, during the term of this Agreement.

1 4.12.4 PLC shall provide Legal Clinic services at FRC locations
2 and/or at other community locations, to be approved in advance and in writing
3 by ADMINISTRATOR.

4 4.12.5 PLC shall measure progress by completing FaCT measurement
5 tools.

6 4.12.6 PLC's Legal Clinic services shall address the following
7 PSSF service categories: FP, FS, TLFR, and APS.

8 4.12.7 PLC shall provide qualified Attorney and Paralegal staff
9 as specified in Subparagraphs 11.11, and 11.12 of this Exhibit.

10 4.13 Legal Education Forums:

11 4.13.1 PLC shall provide Legal Education Forum services to
12 parents and/or caregivers with children ages birth to eighteen (0-18) years
13 who require legal services to ensure the safety of their children and maintain
14 consistency of relationships for children (hereinafter referred to as
15 "PARTICIPANTS" for purposes of Subparagraph 4.13).

16 4.13.2 PLC shall provide Legal Education Forum services for a
17 minimum of one hundred ten (110) unduplicated PARTICIPANTS. Legal Education
18 Forum services shall include, but not be limited to, group education on
19 important legal topics such as the following: VAWA applications; housing
20 rights; immigration law; US court system; and how to effectively use the legal
21 system for personal protect, etc. Legal Education Forum services shall be
22 provided in a family friendly, culturally responsive manner in English and
23 Spanish as needed by PARTICIPANT.

24 4.13.3 PLC shall provide a minimum of two (2) Legal Education
25 Forums. Each clinic shall be a minimum of two (2) hours in duration and shall
26 be offered Monday through Friday from 8:30 a.m. to 5:00 p.m., and on evenings
27 as required by PARTICIPANTS, during the term of this Agreement.

28 ///

1 4.13.4 PLC shall provide Legal Education Forum services at FRC
2 locations and/or at other community locations, to be approved in advance and
3 in writing by ADMINISTRATOR.

4 4.13.5 PLC shall measure progress by completing FaCT measurement
5 tools.

6 4.13.6 PLC's Legal Education Forum services shall address the
7 following PSSF service categories: FP, FS, TLFR, and APS.

8 4.13.7 PLC shall provide qualified Attorney and Paralegal staff
9 as specified in Subparagraphs 11.11, and 11.12 of this Exhibit.

10 4.14 SMART Moves Program:

11 4.14.1 Boys and Girls Clubs of La Habra (B&GCLH) shall provide
12 Skills, Mastery, and Resistance Training (SMART) Moves Program services to
13 low-income and/or at risk children ages twelve through eighteen (12-18) years
14 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.14).

15 4.14.2 B&GCLH shall provide SMART Moves Program services for a
16 minimum of fifty (50) unduplicated PARTICIPANTS. SMART Moves Program services
17 give adolescents the tools needed to resist activities that could negatively
18 impact their education and wellbeing using a national Boys and Girls Clubs of
19 America program using a team approach involving club staff, peer leaders,
20 parents, and community representatives to strengthen decision making skills to
21 resist drug and alcohol use and premature sexual activity. SMART Moves
22 Program services shall include, but not be limited to the following:
23 discussion, role playing; practice resistance and refusal skills;
24 assertiveness development; strengthen decision making skills; analyze media;
25 peer influence; promote abstinence from substance abuse and sexual involvement
26 through the practice of responsible behavior; and refreshments and incentives
27 (i.e., movie passes, gift cards, etc.) to encourage attendance and
28 participation. SMSRT Moves Program services shall be provided in a family

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

3 4.14.3 B&GCLH shall provide SMART Moves Program services,
4 consisting of six (6) weekly classes, one (1) hour in duration each, Monday
5 through Friday from 8:30 a.m. to 5:00 p.m., and on evenings as required by
6 PARTICIPANTS during the term of this Agreement.

7 4.14.4 B&GCLH shall provide SMART Moves Program services at FRC
8 locations and/or at other community locations, to be approved in advance and
9 in writing by ADMINISTRATOR.

10 4.14.5 B&GCLH shall measure progress by completing FaCT
11 measurement tools.

12 4.14.6 B&GCLH's SMART Program Moves services shall address the
13 following PSSF service categories: FP, FS, TLFR, and APS.

14 4.14.7 B&GCLH shall provide qualified Teen Center Coordinator
15 and Children Leader staff as specified in Subparagraphs 11.8 and 11.9 of this
16 Exhibit.

17 4.15 Differential Response Family Advocacy:

18 4.15.1 IHA shall provide Differential Response (DR) Family
19 Advocacy services to the following: families with children ages birth through
20 eighteen (0-18) years, who have been identified by ADMINISTRATOR and referred
21 to CONTRACTOR as potential risks for child abuse and/or neglect (hereinafter
22 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.15).

23 4.15.2 IHA shall provide DR Family Advocacy services for a
24 minimum of ninety (90) unduplicated PARTICIPANTS. DR Family Advocacy services
25 shall focus on a family centered approach to maintain children safely in the
26 home; reduce entry into the child welfare system; serve as a support to
27 families while in crisis; assess safety concerns and family's willingness to
28 participate; team home visit; comprehensive family assessment; develop and

1 implement an individualized, needs based, collaborative service plan;
2 referrals to community resources as appropriate; linkage to assistance with
3 service receipt; ongoing support; advocacy; case management; ongoing tracking;
4 follow up with family; provide assistance in accessing community resources;
5 work with County social worker(s) to ensure appropriateness of service plan in
6 meeting goals while protecting children; refer to Comprehensive Case
7 Management Team; facilitate attendance; and include, at the family's request,
8 extended family, non-family, and community leaders such as pastors/religious
9 leaders as a long term support for family. DR Family Advocacy services shall
10 be provided in a family friendly, culturally responsive manner in English and
11 Spanish as needed by PARTICIPANT.

12 4.15.3 IHA shall provide DR Family Advocacy services for a
13 minimum of two (2) DR Family Advocacy contacts (face to face and non-face to
14 face encounters) per family. DR Family Advocacy services shall be provided
15 Monday through Friday during FRC operating hours and on evenings as required
16 by PARTICIPANTS, during the term of this Agreement. IHA shall provide DR
17 Family Advocacy services for a minimum of thirty (30) days for each
18 PARTICIPANT.

19 4.15.4 IHA shall primarily provide DR Family Advocacy services in
20 family's home, at FRC locations, and/or at other community locations, to be
21 approved in advance and in writing by ADMINISTRATOR.

22 4.15.5 IHA shall measure progress by completing FaCT Registration
23 form, FaCT consent form, and FaCT approved assessment tools.

24 4.15.6 IHA's DR Family Advocacy services shall address the
25 following PSSF service categories: FP.

26 4.15.7 IHA shall provide qualified DR Family Advocate staff as
27 specified in Subparagraph 11.5 of this Exhibit.

28 ///

1 4.16 DR In-Home Family Support:

2 4.16.1 IHA shall provide DR In-Home Family Support services to
3 the following: families with children ages birth through eighteen (0-18)
4 years, who have been identified by ADMINISTRATOR and referred to CONTRACTOR as
5 potential risks for child abuse and/or neglect (hereinafter referred to as
6 "PARTICIPANTS" for purposes of Subparagraph 4.16).

7 4.16.2 IHA shall provide DR In-Home Family Support services for a
8 minimum of sixty (60) unduplicated PARTICIPANTS. DR In-Home Family Support
9 services shall address positive parenting skills, discipline, child
10 development, child health and safety, assess family needs; stabilize immediate
11 crisis; increase coping skills and family cohesiveness; reduce exposure to
12 violence; improve communication skills; need based parenting education; assist
13 with receipt of identified needed services; effective communication skills;
14 crisis stabilization; Public Health nursing services as appropriate;
15 information on safe harbors and emergency self/child protection as
16 appropriate; and work with County social worker(s) to ensure appropriateness
17 of service plan in meeting goals while protecting children. Incentives will
18 be offered to increase completion of service plan goals. DR In-Home Family
19 Support services shall be provided in a family friendly, culturally responsive
20 manner in English and Spanish as needed by PARTICIPANT.

21 4.16.3 IHA shall provide a minimum of four (4) weeks and maximum
22 of six (6) weeks of DR In-Home Family Support per family with a minimum of
23 three (3) DR In-Home Family Support contacts (face to face and non-face to
24 face encounters) per family. DR In-Home Family Support services shall be
25 provided Monday through Friday during FRC operating hours and on evenings as
26 required by PARTICIPANTS, during the term of this Agreement.

27 ///

28 ///

1 4.16.4 IHA shall primarily provide DR In-Home Family Support
2 services in family's home, at the FRC, or at other community locations as
3 needed with advance written approval by ADMINISTRATOR.

4 4.16.5 IHA shall measure progress by ensuring PARTICIPANTS
5 complete a FaCT registration form, FaCT consent form, and FaCT approved
6 assessment tools.

7 4.16.6 IHA's DR In-Home Family Support services shall address the
8 following PSSF service categories: FP.

9 4.16.7 IHA shall provide qualified DR In-Home Family Specialist
10 staff as specified in Subparagraph 11.6 of this Exhibit.

11 4.17 DR Alcohol and Drug Counseling:

12 4.17.1 IHA, through a subcontract with The Gary Center (TGC),
13 shall provide DR Alcohol and Drug Counseling services to parents with children
14 ages birth through eighteen (0-18) years who have been identified by
15 ADMINISTRATOR and referred to CONTRACTOR as potential risks for child abuse
16 and/or neglect (hereinafter referred to as "PARTICIPANTS" for purposes of
17 Subparagraph 4.17).

18 4.17.2 IHA, through a subcontract with TGC, shall provide DR
19 Alcohol and Drug Counseling services for a minimum of thirty (30) unduplicated
20 PARTICIPANTS. DR Alcohol and Drug Counseling service is an all-inclusive
21 program and will include, but is not limited to, the following; DR Individual
22 Alcohol and Drug Counseling; DR Relapse Prevention Group Counseling; and/or DR
23 Group Alcohol and Drug Education. DR Alcohol and Drug Counseling services are
24 provided to ensure resources are available when alcohol and drug abuse are
25 identified as impacting the safety of a child in the home and the individual
26 is willing to accept help with the problem. DR Alcohol and Drug Counseling
27 services will include, but not be limited to, the following; comprehensive
28 intake; development of needs based, individualized treatment plan; individual

1 and group alcohol and drug use counseling; and/or tools to maintain sobriety.
2 DR Alcohol and Drug Counseling services shall be provided in a family
3 friendly, culturally responsive manner in English and Spanish as needed by
4 PARTICIPANT.

5 4.17.3 IHA, through a subcontract with TGC, shall provide a
6 minimum of six (6) bi-weekly individual counseling sessions, fifty (50)
7 minutes in duration each; one (1) DR Relapse Prevention Group Counseling
8 series, consisting of eight (8) weekly sessions, ninety (90) minutes in
9 duration each and consisting of a minimum of three (3) and maximum of twelve
10 (12) individuals per group; and/or one (1) DR Group Alcohol and Drug Education
11 series, consisting of sixteen (16) weekly sessions, ninety (90) minutes in
12 duration each and consisting of a minimum of three (3) and maximum of twelve
13 (12) individuals per group. DR Alcohol and Drug Counseling services shall be
14 offered Monday through Friday from 8:30 a.m. to 5:00 p.m. and on evenings as
15 required by PARTICIPANTS, during the term of this Agreement.

16 4.17.4 IHA, through a subcontract with TGC, shall provide DR
17 Alcohol and Drug Counseling services at FRC locations and/or at other
18 community locations, to be approved in advance and in writing by
19 ADMINISTRATOR.

20 4.17.5 IHA, through a subcontract with TGC, shall measure
21 progress by completing FaCT measurement tools.

22 4.17.6 IHA's subcontracted DR Alcohol and Drug Counseling service
23 shall address the following PSSF service categories: FP.

24 4.17.7 IHA, through a subcontract with TGC, shall provide
25 qualified Alcohol and Drug Counselor staff as specified in Subparagraph 11.7
26 of this Exhibit.

27 ///

28 ///

1 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

2 5.1 In addition to providing the services described in Paragraph 4
3 of this Exhibit A, CONTRACTOR agrees to:

4 5.1.1 Provide ADMINISTRATOR a detailed marketing plan for each
5 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

6 5.1.2 Actively engage the community including local residents,
7 faith-based groups, businesses, public and private organizations, civic
8 groups, and others in the planning and implementation of services that promote
9 the well-being, safety, and permanency of children, families and communities.

10 5.1.3 Demonstrate the ability, now and in the future, to
11 integrate multiple public, private, and collaborative partner funding sources.

12 5.2 CONTRACTOR shall develop and maintain a Governance Structure
13 document outlining resource sharing, accountability, decision-making
14 strategies, and a conflict resolution plan. The Governance Structure shall
15 include, but not be limited to, the addition and/or deletion of any partner
16 agency, change of designated fiscal agent, ongoing community input and
17 involvement, principles of collaboration, and voting quorum (including what
18 constitutes a quorum).

19 5.3 CONTRACTOR's FRC Coordinator shall participate in meetings, to
20 be held not more than once per month, of all FaCT FRC Program Coordinators for
21 the purpose of information sharing, joint problem solving, identification of
22 Best Practices, development of common approaches to case management and
23 intake, training, and other related matters. ADMINISTRATOR will provide
24 CONTRACTOR with detailed information regarding meeting date(s) and
25 location(s).

26 5.4 CONTRACTOR shall develop a Community Engagement Advisory
27 Committee (CEAC) that shall meet a minimum of quarterly during the term of
28 this Agreement. CEAC shall develop and advance a community agenda to affect

1 community level change. The FRC will maintain a roster and a copy of minutes
2 for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary,
3 depending on the specific goals of, and the services to be provided by the
4 FRC. CEAC shall consist of community members such as parents, youths,
5 teachers, school community liaisons, businesses professionals, religious
6 community leaders, law enforcement, human and health service professionals,
7 and city representatives. CEAC shall assess, survey, and identify community
8 strengths and needs to advocate for FRC services to meet community need on an
9 annual basis; develop parent and youth leadership; and engage business
10 community to provide tangible support and leadership. The FRC shall provide
11 staff and volunteer coordination to develop and support CEAC.

12 5.5 Appropriate CONTRACTOR staff shall participate in all required
13 training identified by ADMINISTRATOR, including, but not limited to,
14 management information system, FRC Program Coordinator's role in the FRC, and
15 other FRC responsibilities and activities. ADMINISTRATOR will provide
16 CONTRACTOR with detailed information regarding meeting date(s) and
17 location(s).

18 5.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures
19 for reporting any special incidents that occur during CONTRACTOR's performance
20 of duties under this Agreement, involving CONTRACTOR's staff, participants,
21 and/or property.

22 6. FACILITIES

23 Administrative services under this Agreement shall be provided at:

24 La Habra Family Resource Center
25 c/o Institute for Healthcare Advancement
26 501 S Idaho Street Suite 300
27 La Habra, CA 90631

28 ///

1 Home Based Services will be provided in the homes of PARTICIPANTS referred for
2 service.

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

6 7. REPORTS

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

10 7.1 Family identifier;

11 7.2 Family member identifier;

12 7.3 Ethnicity;

13 7.4 Date of birth;

14 7.5 Sex;

15 7.6 Referral reason(s);

16 7.7 Services recommended;

17 7.8 Services provided;

18 7.9 Date services delivery begins;

19 7.10 Date service delivery ends;

20 7.11 Status indicators (e.g., previous abuse reports, existing
21 health problems, etc.);

22 7.12 Primary language spoken;

23 7.13 PSSF service outcomes as identified in Paragraph 2 of this
24 Exhibit; and,

25 7.14 PSSF service category as identified in Paragraph 2 of this
26 Exhibit.

27 7.15 Reports shall be prepared in a format approved in writing by
28 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and

1 Social Services Agency (SSA) Contract Administrator by the twentieth (20th)
2 day of each month for the preceding month of services.

3 7.16 CONTRACTOR shall complete registration forms and attendance
4 sheets for every service delivered to participant(s) unless specifically
5 exempted by ADMINISTRATOR.

6 7.17 CONTRACTOR shall complete the FaCT standardized Marketing
7 Outreach Log and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly,
8 ten (10) calendar days following the end of each quarter.

9 7.18 CONTRACTOR shall provide information deemed necessary by
10 ADMINISTRATOR to complete any state-required reports related to the services
11 provided under this Agreement.

12 8. UTILIZATION REVIEW

13 8.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's
14 request at CONTRACTOR's facility identified in Paragraph 6 of this Exhibit A,
15 to review and evaluate a random selection of PARTICIPANT case records. The
16 review shall include, but is not limited to, an evaluation of the necessity
17 and appropriateness of services provided and length of services. PARTICIPANT
18 cases to be reviewed shall be randomly selected by ADMINISTRATOR.

19 8.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
20 differences of opinion regarding the necessity and appropriateness of services
21 and length of services, the dispute shall be submitted to COUNTY's Director of
22 Children and Family Services for final resolution.

23 9. SUSTAINABILITY

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

27 9.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in
28 order to pursue long-term sustainability of CONTRACTOR's FaCT collaborative

1 programs. This includes, but is not limited to, participation in the
2 following:

3 9.1.1 Assessment of long-term need for and reasonableness of
4 FaCT collaborative programs;

5 9.1.2 Training programs developed by or for FaCT;

6 9.1.3 Outreach activities initiated by FaCT staff or FaCT
7 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

8 9.1.4 Research of other public/private funding sources and
9 opportunities;

10 9.1.5 Pursuit of linkages with other partners, as appropriate;
11 and,

12 9.1.6 Development of marketing and community education materials
13 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

14 9.2 CONTRACTOR agrees to cooperate in these efforts, as well as
15 independently pursue opportunities to improve sustainability of their
16 collaborative program. Independent activities may include activities
17 identified above as well as grant writing, and engaging in collaborative
18 agreements with other integrated service initiatives.

19 9.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to
20 sustain CONTRACTOR's FaCT collaborative program by including written progress
21 reports in FaCT measurement tools reports.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

10. BUDGET

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

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

LINE ITEMS:

	<u>FTE</u> ⁽¹⁾	<u>Maximum Hourly Rate</u> ⁽²⁾	<u>Annual Budget</u>
<u>SALARIES:</u>			
<u>Institute for Healthcare Advancement (IHA):</u>			
FRC Coordinator (Services 4.1)	1.0	\$21.63	\$ 44,990
Family Advocate/Individual Case Manager (Service 4.5)	1.0	16.88	35,110
Community Resource Services Specialist (Service 4.11)	1.0	14.85	30,888
FRC Manager (Admin.)	0.16	33.65	<u>11,210</u>
SUBTOTAL IHA SALARIES:			\$122,198
<u>Boys and Girls Clubs of La Habra (B&GCLH):</u>			
Children Leader (Service 4.14)	0.18	\$ 9.25	\$ 3,463
Teen Center Coordinator (Service 4.14)	0.20	13.27	<u>5,520</u>
SUBTOTAL B&GCLH SALARIES:			\$ 8,983
B&GCLH Benefits (19.25%) ⁽³⁾			<u>1,729</u>
SUBTOTAL B&GCLH SALARIES AND BENEFITS:			\$ 10,712
<u>Interval House (IH):</u>			
Personal Empowerment Program Instructor (Services 4.9 - 4.10)	0.20	\$20.75	\$ <u>8,632</u>
SUBTOTAL IH SALARIES:			\$ 8,632
IH Benefits (20%) ⁽³⁾			<u>1,726</u>
SUBTOTAL IH SALARIES AND BENEFITS:			\$ 10,358
<u>Public Law Center (PLC):</u>			
Staff Attorney (Services 4.12 and 4.13)	0.1233	\$28.37	\$ 7,276
Paralegal (Services 4.12 and 4.13)	0.20	14.00	<u>5,824</u>
SUBTOTAL PLC SALARIES:			\$ 13,100
<u>Western Youth Services (WYS):</u>			
Comprehensive Case Management Team Facilitator/ Program Coordinator (Service 4.1)	0.1075	\$30.42	\$ 6,802
Bilingual Counselor/Parenting Educator (Services 4.2 - 4.4, 4.6 - 4.8)	0.60	24.76	30,900
Program Director (Admin.)	0.025	42.36	<u>2,203</u>

1	SUBTOTAL WYS SALARIES:			\$ 39,905
2	WYS Benefits (21%) ⁽³⁾			<u>8,380</u>
3	SUBTOTAL WYS SALARIES AND BENEFITS:			\$ 48,285
4	SUBTOTAL ALL SALARIES AND BENEFITS:			\$204,653
5	<u>SERVICES AND SUPPLIES:</u>			
6	IHA - Office Expenses			\$ 1,500
7	IHA - Program Expenses			2,000
8	IHA - Mileage ^(4 & 5)			1,334
9	B&GCLH - Program Expenses			408
10	IH - Program Expenses			1,285
11	IH - Client Database Maintenance			2,185
12	WYS - Program Expenses			297
13	WYS - Office Expenses			105
14	WYS - Mileage ^(4 & 5)			<u>127</u>
15	SUBTOTAL SERVICES AND SUPPLIES:			\$ 9,241
16	<u>OPERATING EXPENSES:</u>			
17	IHA - Telecommunication/Telephone/Cell Phone/Wireless Internet Cards Expense			\$ 2,800
18	IHA - Staff Training and Conference Expense			500
19	WYS - Insurance			225
20	WYS - Audit			226
21	WYS - Staff Training			100
22	WYS - Indirect Cost ⁽⁶⁾			<u>2,255</u>
23	SUBTOTAL OPERATING EXPENSES:			\$ 6,106
24	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, AND OPERATING EXPENSES:			\$220,000
25	<u>DIFFERENTIAL RESPONSE (DR) PROGRAM:</u>			
26	<u>IHA DR SALARIES:</u>			
27	DR In-Home Family Specialist (Service 4.16)	1.0	\$20.19	\$ 41,995
28	DR Family Advocate (Service 4.15)	1.0	16.83	35,006
29	DR FRC Manager (Admin.)	0.1085	33.65	<u>7,593</u>
30	SUBTOTAL IHA DR SALARIES:			\$ 84,594

1	IHA DR Benefits (20.861%)			<u>17,647</u>
2	SUBTOTAL IHA DR SALARIES AND BENEFITS:			\$102,241
3	<u>DR SUBCONTRACTORS/CONSULTANTS - The Gary Center (TGC):</u>			
4	IHA - TGC Alcohol and Drug Counselor (Service 4.17)	0.10	\$19.00	\$ <u>3,952</u>
5	SUBTOTAL DR SUBCONTRATORS/CONSULTANTS SALARIES			3,952
6	IHA - TGC Benefits (11.42%)			<u>451</u>
7	SUBTOTAL DR SUBCONTRATORS/CONSULTANTS SALARIES AND BENEFITS			\$ 4,403
8	<u>DR SERVICES AND SUPPLIES:</u>			
9	IHA - DR Program Expense			\$ 1,000
10	IHA - DR Office Expense			500
11	IHA - TGC DR Program Expense			198
12	IHA - TGC DR Office Expense			<u>398</u>
13	SUBTOTAL DR SERVICE AND SERVICES:			\$ 2,096
14	<u>DR OPERATING EXPENSES:</u>			
15	IHA - DR Mileage ^(4 & 5)			\$ 1,500
16	IHA - DR Telecommunication/Telephone/Cell Phone Expense			2,800
17	IHA - DR Staff Training and Conference Expense			<u>500</u>
18	SUBTOTAL DR OPERATING EXPENSES:			\$ 4,800
19	SUBTOTAL DR PROGRAM SALARIES, BENEFITS, SUBCONTRACTORS/ CONSULTANTS, SERVICES, SUPPLIES, AND OPERATING EXPENSES:			\$113,540
20	COUNTY MAXIMUM OBLIGATION:			\$333,540

21 ⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the
22 amount of time (stated as a percentage) the position will be providing
23 services under the terms of this Agreement. This percentage is based upon a
24 40-hour work week. For salaried employees, FTE is defined as the amount of
25 time (stated as a percentage) the position will be paid for under the terms of
26 this Agreement, regardless of the number of hours actually worked.

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

///
///

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

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

4 ⁽⁵⁾ Travel costs will be in accordance with Title 41 CFR Chapter 301,
5 Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must
6 be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for
7 actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter
8 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid
9 to employees for meals and incidental expenses incurred during travel up to
10 the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

11 ⁽⁶⁾ WYS's indirect costs include professional dues, subscriptions,
12 business license fees, utilities, copy lease, recruitment, training, IT
13 maintenance, office supplies, and allocated administrative overhead expenses.

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

23 11. STAFF

24 IHA shall provide the following described staff positions:

25 11.1 FRC Coordinator:

26 11.1.1 Duties: Perform a variety of administrative functions;
27 coordinate service providers; supervise FRC staff; oversee day-to-day FRC
28 operations; compile statistical and financial data for various reports;

1 facilitate CEAC community involvement; coordinate governance and policy
2 procedure development; coordinate staff training opportunities; prepare and
3 monitor program budget; market FRC services within the community; initiate
4 outreach to new partners and service providers; respond to public inquires on
5 FRC services, procedures, operations, and regulations; facilitate FRC and
6 staff meetings; complete all required documentation; attend all required FaCT
7 meetings and trainings; and perform related duties as assigned.

8 11.1.2 Qualifications: Bachelor's degree (or Master's degree
9 preferred) in social work, sociology, psychology, or related field from an
10 accredited university and two (2) years of experience working with at-risk
11 families and the community; knowledge of the child welfare system; capable of
12 relating well to individuals from diverse backgrounds, cultures, varied
13 income, and education levels; supervisory experience in management; ability to
14 work successfully in a collaborative environment; attention to detail; and
15 computer competency. A minimum of four (4) years of experience working with
16 at-risk families and the community may substitute for the required Bachelor's
17 degree and two (2) years of experience. Bilingual in English/Spanish is
18 preferred and proficiency in English is required.

19 11.2 Family Advocate/Individual Case Manager:

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

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

1 system, and two (2) years of experience working directly with families in
2 crisis and the community is preferred. A minimum of three (3) years of
3 experience may substitute for the required Bachelor's degree and two (2) years
4 of experience. Bilingual in English/Spanish and proficiency in English is
5 required.

6 11.3 Community Resource Services Specialist:

7 11.3.1 Duties: Provide community resource information assistance
8 to PARTICIPANTS; provide linkage to service providers; perform outreach to
9 community businesses and schools; research information regarding community
10 services; collect and input required program and client data; promote FRC
11 program services; assist in evaluation of PARTICIPANT needs; represent FRC at
12 community events; client education; promote program services; assist with
13 client needs and access to services; client advocacy; document services and
14 activities in client and program records; track services rendered; maintain
15 required documentation; collect and input data into FaCT database.

16 11.3.2 Qualifications: High school diploma or equivalent GED;
17 Bachelor's degree in social services or other behavioral science field is
18 preferred; knowledge of child welfare system; knowledge and understanding of
19 services provided at the FRC; ability to relate well to individuals from
20 diverse backgrounds, cultures, varied income levels, and educational levels;
21 and desire to work with at risk population. Bilingual English/Spanish and
22 proficiency in English is required.

23 11.4 FRC Manager/DR FRC Manager:

24 11.4.1 Duties: Oversee entire FRC operation including DR;
25 supervise lead (i.e., FRC Coordinator) position; direct grant projects; ensure
26 completion of grant deliverables within specified timeframes and budget(s);
27 ensure contractual milestones and requirements are met; develop annual
28 budget(s); responsible for staff recruitment, training, professional

1 development, and support; identify appropriate grant opportunities; develop
2 program concepts for collaborative development.

3 11.4.2 Qualifications: Master's degree in social work or related
4 field from an accredited university is preferred; Bachelor's degree in social
5 services or other behavioral science field from an accredited university;
6 sufficient experience demonstrating competence in required skills; five (5)
7 years supervision, program management, contract and budget experience; grant
8 writing experience; knowledge of the child welfare system; experience working
9 with at risk population; working knowledge of Spanish; and proficiency in
10 English is required.

11 11.5 DR Family Advocate:

12 11.5.1 Duties: Provide DR Family Advocacy services; contact
13 and/or engage families referred by COUNTY within ten (10) calendar days of
14 referral; gain family commitment to accept/receive FRC's DR services; conduct
15 a comprehensive assessment of PARTICIPANTS needs; develop a service plan to
16 address critical stressors impacting family's ability to provide a nurturing
17 environment for their children; provide one-on-one support with PARTICIPANT's
18 consent; assist families in crisis to access resources to meet needs; provide
19 referrals, advocacy, and case management to families in the home, FRC and/or
20 other locations; participate in Comprehensive Case Management Team meetings;
21 assist PARTICIPANTS with completion of paperwork or forms; coordinate
22 information for PARTICIPANT referrals; ensure PARTICIPANTS needs are met,
23 services are accessed, and service plan goals are attained; follow up with
24 PARTICIPANTS needed and perform home, school, and other community site visits
25 as needed; work closely with FRC partners and COUNTY social workers;
26 coordinate with other service providers providing services to PARTICIPANT;
27 compile, prepare and submit data and reports as required by County; maintain
28 ///

1 records; collect and input data into FaCT database; and attend all required
2 meetings and trainings.

3 11.5.2 Qualifications: Bachelor's degree in social work, human
4 services or related field from an accredited university; one (1) year of
5 community experience working with children and families; knowledge of child
6 welfare system; desire to work with at risk population; excellent verbal and
7 written communication skills. Bilingual English/Spanish and proficiency in
8 English is required.

9 11.6 DR In-Home Family Specialist:

10 11.6.1 Duties: Provide DR in-home family support services;
11 individualized, need based services in the family's home; parent education and
12 support; resource brokering; coordinate with multiple service providers to
13 prevent abuse and out of home placement; provide DR crisis intervention
14 including assessment and stabilization of immediate crisis and resource
15 linkage, assistance with service receipt; child development information;
16 building of effective communication and coping skills; mentor; refer to public
17 health nursing services; facilitate care coordination with multiple service
18 providers involved throughout case management process; refer to Comprehensive
19 Case Management Team service; prepare and submit data and reports as required
20 by ADMINISTRATOR; collect and input data into FaCT database; and attend all
21 required meetings and trainings.

22 11.6.2 Qualifications: Master's degree in social work or related
23 field from an accredited university is preferred; Bachelor's degree in social
24 work or related field from an accredited university; two (2) years experience
25 working with at risk children and families; some knowledge of child welfare
26 system; possess excellent verbal and written communication skills, ability to
27 work in a multicultural environment; and a valid California "Class C" driver's
28 ///

1 license is required. Bilingual English/Spanish and proficiency in English is
2 required.

3 IHA, through a subcontract with TGC, shall provide the following staff
4 position:

5 11.7 Alcohol And Drug Counselor:

6 11.7.1 Duties: Provide DR Alcohol and Drug Counseling services;
7 telephone assessment for new referrals; crisis intervention as needed;
8 substance abuse intakes; individual sessions; group services that meet
9 California State Alcohol and Drug Program Office standards; complete all
10 required documents, work with court mandated programs as applicable; submit
11 PARTICIPANT files for review; collect data for FRC; and other duties as
12 assigned.

13 11.7.2 Qualifications: Possess a valid State of California
14 Substance Abuse Treatment Certificate; experienced in working with children
15 and families with alcohol and drug issues; team player; and flexibility to
16 meet the changing needs of the position; excellent verbal and written
17 communication skills; and ability to work in a multicultural environment.
18 Bilingual English/Spanish and proficiency in English is required.

19 B&GCLH shall provide the following described staff position:

20 11.8 Teen Center Coordinator:

21 11.8.1 Duties: Provide and conduct SMART Moves prevention
22 workshops for teens; collect data for the FRC and B&GCLH; and maintain
23 required documentation and reports.

24 11.8.2 Qualifications: Bachelor's degree preferred; high school
25 diploma or GED required; trained instructor; four (4) years experience working
26 at B&GCLH; Bilingual English/Spanish is preferred and proficiency in English
27 is required.

28 ///

1 11.9 Children Leader:

2 11.9.1 Duties: Provide child care services as needed; collect
3 data for the FRC and B&GCLH; and maintain required documentation and/or
4 reports.

5 11.9.2 Qualifications: College student with high school diploma
6 or GED required; B&GCLH childcare experience; Bilingual English/Spanish is
7 preferred and proficiency in English is required.

8 IH shall provide the following described staff position:

9 11.10 Personal Empowerment Program Instructor:

10 11.10.1 Duties: Provide Personal Empowerment Program educational
11 support to victims to break the cycle of domestic violence by increasing
12 knowledge of the dynamics of domestic violence; effect of violence on victims
13 and their children; help battered victims protect children who live in violent
14 homes; increase family functioning by teaching coping skills; prevention
15 recurrence of maltreatment; provide emotional support; stabilize immediate
16 crisis; develop goals for the families; monitor attendance and participation;
17 provide written report(s); compile and maintain records; collect and input
18 data into FaCT database; and attend all required meetings and trainings.

19 11.10.2 Qualifications: Two (2) years of experience working with
20 domestic violence families; forty (40) hours of Domestic Violence Prevention
21 training; eight (8) hours of Child Abuse Prevention and Reporting Training;
22 completion of Personal Empowerment Program Training; and a valid Domestic
23 Violence Advocate Certificate is required. Bilingual English/Spanish is
24 preferred and proficiency in English is required.

25 PLC shall provide the following described staff position:

26 11.11 Staff Attorney:

27 11.11.1 Duties: Address family law matters; responsible for FRC
28 legal clinic staff; provide legal counsel, advice, and brief services; serve

1 as a point of intake for more extended services on more complicated matters;
2 and attending required meetings.

3 11.11.2 Qualifications: Eligible to practice law in California,
4 and member in good standing with the State Bar of California; or eligible to
5 practice law in California under the State Bar of California rules for Out-
6 of-State Registered Legal Services Attorney Program; two (2) years legal
7 experience required; excellent interpersonal skills, organizational, research,
8 analytical, and communication skills; desire to work extensively with clients;
9 sensitivity to people in crisis; prior experience working with low income
10 clients preferred; commitment to working with volunteer lawyers and law
11 students; computer literacy in MS Word; ability to learn other software
12 applications; must have own transportation; and a valid California driver's
13 license and good driving record. Bilingual English/Spanish is preferred and
14 proficiency in English is required.

15 11.12 Paralegal:

16 11.12.1 Duties: Address family law matters under the supervision
17 of staff attorney; staff legal FRC clinics; provide intake assessment,
18 counsel, and brief services; refer to volunteer lawyers in PLC's pro bono
19 network; assist with outreach and education; maintaining required
20 documentation; and attending required meetings and trainings.

21 11.12.2 Qualifications: Bachelor's degree from an accredited
22 university is preferred; computer proficiency required; experience assisting
23 attorneys in family law, immigration, guardianship, and other relevant areas
24 preferred; must have own transportation; a valid California driver's license;
25 and good driving record. Bilingual English/Spanish is preferred and
26 proficiency in English is required.

27 ///

28 ///

1 WYS shall provide the following described staff position:

2 11.13 Comprehensive Case Management Team Facilitator/Program
3 Coordinator:

4 11.13.1 Duties: Legally responsible for ensuring the team and/or
5 staff members follow up on all mandated reporting requirements; check
6 attendance of required Comprehensive Case Management Team; ensure
7 confidentiality and/or release forms are signed and maintained; possess a
8 thorough understanding of the laws of confidentiality, child, elder, and
9 dependent adult abuse reporting; facilitate weekly Comprehensive Case
10 Management Team cases including a thorough assessment of needs, treatment
11 plan, follow up plan, and termination; document and maintain case management
12 team records; collect and input data into the FaCT database; and attend all
13 required meetings and trainings.

14 11.13.2 Qualifications: Licensed or license-eligible (registered
15 with the Board of Behavioral Science [BBS] and assigned an intern number or an
16 Associate Clinical Social Worker [ACSW] number) clinician such as a Licensed
17 Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), or
18 Licensed Clinical Psychologist. Bilingual in English/Spanish is preferred and
19 proficiency in English is required.

20 11.14 Bilingual Counselor Clinician/Intern:

21 11.14.1 Duties: Provide individual, family, group, and crisis
22 counseling services for children, parents, and/or caregivers who are
23 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
24 parenting issues, challenging child needs, and/or traumatic loss; provide
25 emotional support; stabilize immediate crisis; develop goals for the family;
26 maintain records; prepare reports; collect and input data into FaCT database;
27 and attend all required meetings and trainings.

28 ///

1 11.14.2 Qualifications: Licensed clinician, license-eligible
2 clinician from an accredited university, or a qualified professional under
3 clinical supervision, including student trainees and interns enrolled in an
4 accredited graduate program under clinical supervision. Bilingual in
5 English/Spanish and proficiency in English is required.

6 11.15 Parenting Educator:

7 11.15.1 Duties: Improve parenting skills and family functioning
8 by teaching parent/caregivers about child development (e.g., developmental
9 expectations); behavior management (e.g., discipline techniques); coping
10 skills (e.g., communication and stress management); prevention of recurrence
11 of maltreatment; attachment; bonding; traumatic loss issues; monitor
12 attendance and participation; provide written report(s); complete FaCT
13 approved assessment tools; compile and maintain records; collect and input
14 data into FaCT database; and attend all required meetings and trainings.

15 11.15.2 Qualifications: Twelve (12) units of college education in
16 child development, psychology, sociology, social work, or a related field; one
17 (1) year of experience working in the human services field; and one (1) year
18 of experience working with public speaking or teaching or two (2) years
19 experience working in the human services field, certificate of completion in
20 child development or parenting curriculum, and one (1) year experience with
21 public speaking or teaching. Bilingual in English/Spanish and proficiency in
22 English is required.

23 11.16 Program Director:

24 11.16.1 Duties: Provide leadership in FaCT program; ensure goals
25 are achieved; objectives are met; and policies and procedures are established
26 in accordance with contractual requirements; administer mental health
27 services; provide clinical supervision; and provide direction and leadership
28 to staff.

1 11.16.2 Qualifications: Licensed LCSW, MFT, or Clinical
2 Psychologist; abide by BBS and/or Board of Psychology (BOP) ethical standards;
3 experience in administration of mental health services; strong preference for
4 administering multidisciplinary mental health services; ability to provide
5 competent and clear direction and leadership; experience in working with
6 allied professionals including COUNTY and FRC staff; and an extensive working
7 knowledge of clinical standards of child abuse reporting and program
8 development.

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///