

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, shall may each also be
27 referred to individually as "Contractor Partner Agency" or collectively as
28 "Contractor Partner Agencies." This Agreement shall be administered by the

1 County of Orange Social Services Agency Director or designee, hereinafter
2 referred to as "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; and

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:
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Exhibit A Title

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1 1. TERM

2 The term of this Agreement shall commence on July 1, 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 throughout 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 be deemed an assignment of benefits under the terms of this Agreement

1 requiring COUNTY approval.

2 6.2 Subcontracts:

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

10 6.2.1 Subcontracts of \$25,000 or less:

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

19 6.2.2 Subcontracts in excess of \$25,000:

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

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

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

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

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

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

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

28 7.1.3 A detailed statement indicating the relationship of

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

4 7.2 Change in Form of Business Organization:

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

12 7.3 Real Property Disclosure:

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

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

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

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

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

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

<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

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		(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.

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

12.8 Required Endorsements

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

An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed

1 officials, officers, employees, agents as Additional Insureds.

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

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

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

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

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

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

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

28 12.14 The Commercial General Liability policy shall contain a

1 severability of interests clause also known as a "separation of insureds"
2 clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

24 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

25 CONTRACTOR shall report to COUNTY:

26 13.1 Any accident or incident relating to services performed under
27 this Agreement which involves injury or property damage which may result in
28 the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report

1 shall be made in writing within twenty-four (24) hours of occurrence.

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

5 13.2 Any injury to an employee of CONTRACTOR that occurs on COUNTY
6 property. Such report shall be submitted to COUNTY within twenty-four (24)
7 hours of occurrence.

8 13.3 Any loss, disappearance, destruction, misuse, or theft of any
9 kind whatsoever of COUNTY property, monies, or securities entrusted to
10 CONTRACTOR under the term of this Agreement. Such report shall be submitted to
11 COUNTY within twenty-four (24) hours of occurrence.

12 14. CONFLICT OF INTEREST

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

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

23 15. ANTI-PROSELYTISM PROVISION

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

1 16. SUPPLANTING GOVERNMENT FUNDS

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

11 17. EQUIPMENT

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

22 CONTRACTOR further agrees to the following:

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

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

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

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

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

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

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

27 18. BREACH SANCTIONS

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

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

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

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

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

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

16 19. DESIGNATED FISCAL AGENCY

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

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

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

11 20. PAYMENTS

12 20.1 Maximum Contractual Obligation:

13 The maximum obligation of COUNTY under this Agreement shall be
14 \$333,540, or actual allowable costs, whichever is less.

15 20.2 Allowable Costs:

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

22
23 20.3 Advance Payment:

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

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

5 20.4 Claims:

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

14 20.4.2 All reimbursement claims must be submitted on a form
15 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
16 supporting source documents with the monthly claim, including, inter alia, a
17 monthly statement of services, general ledgers, supporting journals, time
18 sheets, invoices, canceled checks, receipts, and receiving records, some of
19 which may be required to be copied. Source documents that CONTRACTOR must
20 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-
21 Controller. CONTRACTOR shall retain all financial records in accordance with
22 Paragraph 25 (Records, Inspections, and Audits) of this Agreement.

23 20.4.3 Payments should be released by COUNTY within a reasonable
24 time period of approximately thirty (30) days after receipt of a correctly
25 completed claim form and required supporting documentation.

26 20.4.4 Final Claims/Settlement:
27
28

1 20.4.4.1 Final claims for the term of July 1, 2014
2 through June 30, 2015, must be received no later than August 30, 2015 at 4:00
3 p.m.

4 20.4.4.2 Claims received after the dates specified
5 in Subparagraph 20.4.4.1 may not be reimbursed. ADMINISTRATOR may, in its
6 sole discretion, modify the date upon which the final claim per term must be
7 received, upon written notice to CONTRACTOR.

8 20.4.4.3 The basis for final settlement shall be the
9 actual allowable costs as defined in Title 45 of the Code of Federal
10 Regulations (CFR) and OMB Circular A-122 or 48 CFR 31.2, as applicable,
11 incurred and paid by CONTRACTOR pursuant to the Agreement; limited, however,
12 to the maximum obligation of the COUNTY. In the event that any overpayment
13 has been made, the COUNTY may offset the amount of the overpayment against the
14 final payment. In the event overpayment exceeds the final payment, CONTRACTOR
15 shall pay the COUNTY all such sums within five (5) business days of notice
16 from the COUNTY. Nothing herein shall be construed as limiting the remedies
17 of the COUNTY in the event an overpayment has been made.

18 21. OVERPAYMENTS

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

1 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
2 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
3 COUNTY necessary to enforce the provisions set forth in this paragraph.

4 22. OUTSTANDING DEBT

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

8 23. FINAL REPORT

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

14 24. INDEPENDENT AUDIT

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

24 24.2 It is mutually understood that CONTRACTOR's organization-wide
25 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR
26 agrees to provide ADMINISTRATOR with copies of its organization-wide audit for
27 the period July 1, 2014, through June 30, 2015, by December 30, 2015. Failure
28 to provide a copy of the organization-wide audit, for the period July 1, 2014,

1 through June 30, 2015, shall be sufficient cause for ADMINISTRATOR, in its
2 sole discretion, to deny payment under this or any subsequent Agreement with
3 CONTRACTOR until such time as the required audit is provided to ADMINISTRATOR.
4 ADMINISTRATOR may, in its sole discretion, modify the date upon which the
5 organization-wide audits must be received, upon notice to CONTRACTOR.

6 25. RECORDS, INSPECTIONS AND AUDITS

7 25.1 Financial Records:

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

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

18 25.2 Client Records:

19 25.2.1 CONTRACTOR shall prepare and maintain accurate and
20 complete records of clients served and dates and type of services provided
21 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

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

1 25.2.3 COUNTY may refuse payment for a claim if client records
2 are determined by COUNTY to be incomplete or inaccurate. In the event client
3 records are determined to be incomplete or inaccurate after payment has been
4 made, COUNTY may treat such payment as an overpayment within the provisions of
5 this Agreement.

6 25.3 Public Records:

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

12 25.4 Inspections and Audits:

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

23 25.4.2 CONTRACTOR shall make available its books and financial
24 records within the borders of Orange County within ten (10) days after receipt
25 of written demand by ADMINISTRATOR.

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

1 designee, necessary to obtain CONTRACTOR's books and financial records.

2 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
3 COUNTY's liability to the State or Federal government or any agency thereof
4 resulting from any disallowances or other audit exceptions to the extent that
5 such liability is attributable to CONTRACTOR's failure to perform under this
6 Agreement.

7 25.5 Evaluation Studies:

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

12 26. PERSONNEL DISCLOSURE

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

18 26.1.1 Names of all full or part-time personnel by title,
19 including volunteer personnel, whose direct services are required to provide
20 the programs described herein;

21 26.1.2 A brief description of the functions of each position and
22 the hours each person works each week; or for part-time personnel, each day or
23 month, as appropriate;

24 26.1.3 The professional degree, if applicable, and experience
25 required for each position; and

26 26.1.4 The language skill, if applicable, for all personnel.

27 26.2 CONTRACTOR's employment applications shall require applicants
28 to provide detailed information regarding the conviction of a crime by any

1 court, for offenses other than minor traffic offenses. Information not
2 disclosed in the employment application discovered subsequent to the hiring or
3 promotion of any applicant shall be cause for termination of that employee
4 from the performance of services under this Agreement.

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

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

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

28 26.6 COUNTY has the right to approve or disapprove all of

1 CONTRACTOR's staff performing work hereunder and any proposed changes in
2 CONTRACTOR's staff.

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

7 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
8 terminated for cause from working on this Agreement.

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

12 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 performing work under this Agreement.

2 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

12 (c) a certification that CONTRACTOR has fully complied with all
13 applicable Federal and State reporting requirements regarding its
14 employees; and

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

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

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

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~~ Contractor Partner Agency is a legal assistance provider, nothing
6 in this Agreement shall allow COUNTY or the State of California to engage in
7 any conduct that would impair the attorney-client relationship between
8 CONTRACTOR and its clients, as that relationship is customarily defined in the
9 legal community; and, in particular, nothing herein shall require CONTRACTOR
10 to reveal attorney-client privileged information, nor allow COUNTY or the
11 State to interfere with any other legal and ethical duties CONTRACTOR owes to
12 its 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 indicating that a facility to be utilized for the grant is under consideration

1 to be listed on the EPA List of Violating Facilities; and

2 40.3 It will notify COUNTY and the EPA about any known violation of
3 the above laws and regulations.

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

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

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

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

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

27 2) If any funds other than Federal appropriated funds
28 (including profit or fee received under a covered Federal transaction) have

1 been paid, or will be paid, to any person for influencing or attempting to
2 influence an officer or employee of any agency, a Member of Congress, an
3 officer or employee of Congress, or an employee of a Member of Congress on his
4 or her behalf in connection with this solicitation, the offeror shall complete
5 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
6 Activities, to the Contracting Officer; and

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

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

17 42. POLITICAL ACTIVITY

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

21 43. TERMINATION PROVISIONS

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

1 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to
2 cooperate with ADMINISTRATOR in the orderly transfer of service
3 responsibilities, active case records, and pertinent documents.

4 43.3 The obligations of COUNTY under this Agreement are contingent
5 upon the availability of Federal and/or State funds, as applicable, for the
6 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
7 for the services hereunder in the budget approved by the Orange County Board
8 of Supervisors each fiscal year this Agreement remains in effect or operation.
9 In the event that such funding is terminated or reduced, ADMINISTRATOR may
10 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
11 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
12 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
13 notification of such determination. CONTRACTOR shall immediately comply with
14 ADMINISTRATOR's decision.

15 43.4 If any provision of this Agreement or the application thereof
16 is held invalid, the remainder of this Agreement shall not be affected
17 thereby.

18 44. GOVERNING LAW AND VENUE

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

1 45. SIGNATURE IN COUNTERPARTS

2 The parties agree that separate copies of this Agreement may be signed
3 by each of the parties and this Agreement will have the same force and effect
4 as if the original had been signed by all the parties.
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1 WHEREFORE, the parties hereto have executed this Agreement in the County 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: _____

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

Dated: _____

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

By: _____
Lorraine Leigh Belhumeur, Ph.D.

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

aka Lorry Leigh Belhumeur
Chief Executive Officer
WESTERN YOUTH SERVICES

26 By: _____
27 DEPUTY

Dated: _____

28 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. ~~FACT-funded services~~ **Services** must address a
27 minimum of one (1) of the PSSF outcomes for each contracted service (as
28 specified in Subparagraph 2.2 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. ~~FACT-funded services~~ Services must address a
10 minimum of one (1) of the PSSF outcomes for each contracted service (as
11 specified in Subparagraph 2.2 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 ~~, but only during the fifteen (15) month period that begins on the date the~~
19 ~~child is considered to have entered the dependency system.~~ TLFR services
20 include individual, group, and family counseling; inpatient, residential, or
21 outpatient substance abuse treatment services; mental health services;
22 assistance to address domestic violence; temporary child care and therapeutic
23 services for families, including crisis nurseries; and transportation to and
24 from any of the above services. TLFR services should comprise approximately
25 twenty (20) percent of the budget for total services. ~~FACT-funded services~~
26 Services must address a minimum of one (1) of the PSSF outcomes for each
27 contracted service (as specified in Subparagraph 2.2 below).

28 2.1.4 Adoption Promotion and Support: Adoption Promotion and

1 Support (APS) services are designed to encourage more adoptions out of the
2 foster care system, when adoptions promote the best interest of children,
3 ~~including~~ and include such activities as pre- and post-adoptive services
4 designed to expedite the adoption process and support adoptive families. APS
5 services should comprise approximately twenty (20) percent of the budget for
6 total services. ~~FACT-funded services~~ Services must address a minimum of one
7 (1) of the PSSF outcomes for each contracted service (as specified in
8 Subparagraph 2.2 below).

9 2.2 ~~FACT-funded services~~ Services must meet a minimum of one (1) of
10 the following PSSF outcomes for each contracted service:

11 2.2.1 Children are, first and foremost, protected from abuse and
12 neglect.

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

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

17 2.2.4 The continuity of family relationships and connections is
18 preserved for children.

19 2.2.5 Families have enhanced capacity to provide for their
20 children's needs.

21 2.2.6 Children receive appropriate services to meet educational
22 needs.

23 2.2.7 Children receive adequate services to meet physical and
24 mental health needs.

25 2.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
26 modify workload standards as set forth in this Paragraph and as authorized by
27 COUNTY, without reducing the level of service to be provided by CONTRACTOR.
28

1 3. HOURS OF OPERATION

2 3.1 CONTRACTOR shall provide services during hours that are
3 responsive to the needs of the target population(s) as determined by
4 ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services ~~during~~
5 ~~business days~~, Monday through Friday, from 8:00 a.m. to 5:00 p.m., except
6 COUNTY holidays as established by the Orange County Board of Supervisor.
7 However, CONTRACTOR is encouraged to provide the contracted services on
8 holidays, whenever possible.

9 3.2 CONTRACTOR shall maintain a holiday schedule consistent with
10 COUNTY's holiday schedule: New Year's Day, Martin Luther King Day, President
11 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor
12 Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving,
13 and Christmas Day. CONTRACTOR shall obtain prior, written approval from
14 ADMINISTRATOR for holiday(s) in excess of those listed above. Failure of
15 CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon
16 itself all fiscal obligations related to non-COUNTY holiday(s) and shall be
17 deemed in material breach of this Agreement, pursuant to Paragraph 18, for
18 services not provided by CONTRACTOR during unapproved holiday(s). COUNTY's
19 holiday schedule is as follows: New Year's Day, Martin Luther King Day,
20 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
21 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
22 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written
23 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
24 schedule. Any unauthorized closure shall be deemed in material breach of this
25 Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

26 3.3 CONTRACTOR shall maintain regularly scheduled service business
27 days and hours as stated in this Agreement throughout the year and maintain
28 the capability to provide services during the business days and hours and as

1 determined by ADMINISTRATOR to meet needs of service population.

2 4. SERVICES

3 4.1 Comprehensive Case Management Team ~~(CMT)~~:

4 ~~Western Youth Services (WYS) shall provide Comprehensive Case Management Team~~
5 ~~(CMT) services for families/caregivers with children ages birth to eighteen~~
6 ~~(0-18) years, who are at risk, and/or low income, intact families and/or~~
7 ~~foster families, and/or families in the process of reunification hereinafter~~
8 ~~referred to as "PARTICIPANTS" for purposes of Subparagraph 4.1.~~

9 4.1.1 The Comprehensive Case Management Team consists of an
10 integrated multidisciplinary team comprised of three (3) or more persons
11 trained and qualified to provide services. The Comprehensive Case Management
12 Team is responsible for identifying the educational, health, or social service
13 needs of a child and child's family and for developing a plan to address these
14 needs as identified in Welfare and Institutions Code (WIC) section 18986.40.
15 In addition to the participation of the FRC partner agencies, local
16 Miscellaneous Order Number 534.3 specifies that multidisciplinary services
17 team composition include at least two (2) members from the following: Orange
18 County Probation Department, Orange County Health Care Agency, Orange County
19 Department of Education, Regional Center of Orange County, North Orange County
20 Regional Occupational Program, and Orange County Social Services Agency.

21 4.1.2 WYS shall provide Comprehensive Case Management Team
22 services to families with and/or caregivers of children ages birth to eighteen
23 (0-18) years, who are at-risk of abuse or neglect. These include low-income,
24 intact families, foster families, and/or families in the process of
25 reunification (hereinafter referred to as "PARTICIPANTS" for purposes of
26 Subparagraph 4.1).

27 4.1.3 WYS, in coordination with collaborative partners, shall
28 provide Comprehensive ~~CMT~~ Case Management Team services for a minimum of

1 ninety (90) unduplicated PARTICIPANTS. Comprehensive ~~GMT~~ Case Management Team
2 services include, but are not limited to: identifying the educational, health,
3 or social service needs of a child, and child's family; developing a plan to
4 address these multiple needs; weekly reviews; team assessment; arranging and
5 coordinating appropriate services; monitoring effectiveness of services; and
6 evaluating the outcome of services. Comprehensive ~~GMT~~ Case Management Team
7 services shall include, but not be limited to, the following components:

8 4.1.3.1 Assessment: The Family Resource Center
9 (FRC) Coordinator and Comprehensive ~~GMT~~ Case Management Team shall complete a
10 comprehensive assessment of PARTICIPANTS' strengths and needs, treatment plan,
11 follow-up, and community resources available to PARTICIPANT. The FRC
12 Coordinator shall ensure the completion of a FaCT registration form, FaCT
13 consent form, and referral form.

14 4.1.3.2 Individualized Treatment Plan: On the basis
15 of the assessment, the FRC Coordinator, and Comprehensive ~~GMT~~ Case Management
16 Team shall jointly develop an individualized treatment plan with the
17 PARTICIPANT that identifies priorities, desired outcomes, the strategies and
18 resources to be used in attaining the outcomes, follow up, and termination.

19 4.1.3.3 Reassessment: The FRC Coordinator and
20 Comprehensive ~~GMT~~ Case Management Team shall reassess the PARTICIPANT's
21 status, with input from collaborative partners, in a weekly clinical review of
22 cases. Comprehensive ~~GMT~~ Case Management Team meetings shall provide weekly
23 evaluations and assessment for PARTICIPANTS.

24 4.1.3.4 Termination: The Comprehensive ~~GMT~~ Case
25 Management Team shall terminate the case when the desired outcomes have been
26 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

27 4.1.4 WYS shall provide Comprehensive ~~GMT~~ Case Management Team
28 services Monday through Friday during FRC operating hours continuously

1 throughout the term of this Agreement. Comprehensive CMT Case Management Team
2 meetings shall be scheduled a minimum of one (1) day per week for a minimum of
3 one (1) hour in duration. WYS' CMT Case Management Team Facilitator/Program
4 Coordinator shall facilitate Comprehensive CMT Case Management Team meetings.

5 4.1.5 WYS shall provide Comprehensive CMT Case Management Team
6 services at FRC locations.

7 4.1.6 WYS shall measure progress by ensuring PARTICIPANTS
8 complete a FaCT registration form and a FaCT consent form. Additionally, WYS
9 shall complete the FaCT standardized CMT Case Management Team Tracking and
10 Outcomes Log.

11 4.1.7 WYS's Comprehensive CMT Case Management Team services
12 shall address the following PSSF service categories: FP, FS, TLFR, and APS.

13 4.1.8 WYS shall provide qualified Comprehensive CMT Case
14 Management Team Facilitator/Program Coordinator staff to facilitate
15 Comprehensive CMT Case Management Team meetings as specified in Subparagraph
16 11.13 of this Exhibit.

17 4.2 Individual Counseling:

18 4.2.1 WYS shall provide Individual Counseling services for
19 ~~parents, foster parents, caregivers, and/or their children ages birth to~~
20 ~~eighteen (0-18) years, who are not Medi-Cal eligible and/or do not meet the~~
21 ~~Medi-Cal eligibility requirements for medical necessity and who are at risk~~
22 ~~for abuse and/or neglect, and/or low income, intact families, and/or families~~
23 ~~in the process of reunification, who may be experiencing a crisis due to~~
24 ~~interpersonal conflicts, family crisis, difficult parenting issues,~~
25 ~~challenging child needs, domestic violence, severe stress, poor coping skills,~~
26 ~~and/or traumatic loss~~ to children ages birth to eighteen (0-18) years who are
27 at-risk of abuse or neglect, and/or their parents, foster parents (and their
28 children), adoptive families (and their children), and/or caregivers (and

1 their children). Individuals may include: those who are low-income; coming
2 from intact families; individuals in the process of reunification; those who
3 may be experiencing a crisis due to interpersonal conflicts, difficult
4 parenting issues, challenging child needs, and/or traumatic loss (hereinafter
5 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.2).

6 4.2.2 WYS shall provide Individual Counseling services for a
7 minimum of ~~thirty-three (33)~~ **twenty-five (25)** unduplicated PARTICIPANTS.
8 Individual Counseling services shall include, but not be limited to: assess
9 PARTICIPANT's needs; provide emotional support; stabilize immediate crisis;
10 develop goals for PARTICIPANTS; address independent living skills; self-
11 control; parenting issues; cycle of abuse; victimization; enhance family
12 dynamics; modify dysfunctional behaviors; incorporate appropriate family
13 roles; develop time limited goals for the family and child in placement that
14 are targeted to PARTICIPANTS' particular reunification plans if applicable;
15 and make appropriate linkages to all needed treatment programs and social
16 support systems. The ~~Bilingual~~ Counselor and/or designee, as approved by
17 ADMINISTRATOR, shall attend the FRC's Comprehensive ~~CMT~~ **Case Management Team**
18 meetings. Individual Counseling services shall be provided in a culturally
19 responsive manner in English and Spanish as needed by PARTICIPANT.

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

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

3 4.2.4 WYS shall provide Individual Counseling services in a
4 private office space at the FRC, or other community locations, with advance
5 written approval by ADMINISTRATOR, provided location can accommodate the
6 confidentiality of the service.

7 4.2.5 WYS shall measure progress by ensuring PARTICIPANTS
8 complete a FaCT registration form, FaCT consent form, and FaCT approved
9 assessment tools.

10 4.2.6 WYS's Individual Counseling services shall address the
11 following PSSF service categories: FP, FS, TLFR, and APS.

12 4.2.7 WYS shall provide qualified licensed/licensed eligible
13 ~~Bilingual~~ Counselor Clinician/Intern staff as specified in Subparagraph 11.14
14 of this Exhibit.

15 4.3 Family Counseling:

16 4.3.1 WYS shall provide Family Counseling services ~~for families~~
17 ~~with children ages birth to eighteen (0-18) years, who are not Medi-Cal~~
18 ~~eligible and/or do not meet the Medi-Cal eligibility requirements for medical~~
19 ~~necessity and who are at-risk for abuse and/or neglect, and/or low-income,~~
20 ~~intact families, and/or families in the process of reunification, who may be~~
21 ~~experiencing a crisis due to interpersonal conflicts, family crisis, difficult~~
22 ~~parenting issues, challenging child needs, domestic violence, severe stress,~~
23 ~~poor coping skills and/or traumatic loss~~ to children ages birth to eighteen
24 (0-18) years who are at-risk of abuse or neglect, and/or their parents, foster
25 parents (and their children), adoptive families (and their children), and/or
26 caregivers (and their children). Families may include: those who are low-
27 income; intact families; families in the process of reunification; families
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 4.3). These families are
3 not Medi-Cal eligible; and/or do not meet the Medi-Cal eligibility
4 requirements for medical necessity.

5 4.3.2 WYS shall provide Family Counseling services for a minimum
6 of seven (7) unduplicated PARTICIPANTS. Family Counseling services shall
7 include, but not be limited to: assess PARTICIPANT's needs; provide emotional
8 support; stabilize immediate crisis; develop goals for PARTICIPANTS; address
9 independent living skills; self-control; parenting issues; cycle of abuse;
10 victimization; enhance family dynamics; modify dysfunctional behaviors;
11 incorporate appropriate family roles; and develop time limited goals for the
12 family and child in placement that are targeted to PARTICIPANTS' particular
13 reunification plans, if applicable and make appropriate linkages to all needed
14 treatment programs and social support systems. The ~~Bilingual~~ Counselor and/or
15 designee, as approved by ADMINISTRATOR, shall attend the FRC's Comprehensive
16 ~~CMT~~ Case Management Team meetings. Family Counseling services shall be
17 provided in a culturally responsive manner in English and Spanish as needed by
18 PARTICIPANT.

19 4.3.3 WYS shall provide Family Counseling services continuously
20 throughout the term of this Agreement by appointment Monday through Friday
21 during FRC operating hours. WYS may also schedule evening hours at the
22 request of PARTICIPANTS. Family Counseling sessions shall be a minimum of
23 fifty (50) minutes in duration, or as clinically indicated by the clinician,
24 and offered to PARTICIPANTS on a weekly basis. WYS shall ~~provide~~ offer a
25 minimum of six (6) weeks of counseling sessions and a maximum of twenty (20)
26 sessions for each PARTICIPANT. FRC shall provide a phone messaging system to
27 record messages and post a sign with an emergency contact name and telephone
28 number for PARTICIPANTS who may call or visit the FRC after hours.

1 4.3.4 WYS shall provide Family Counseling services in a private
2 office space at the FRC, or other community locations, with advance written
3 approval by ADMINISTRATOR, provided location can accommodate the
4 confidentiality of the service.

5 4.3.5 WYS shall measure progress by ensuring PARTICIPANTS
6 complete a FaCT registration form, FaCT consent form, and FaCT approved
7 assessment tools.

8 4.3.6 WYS's Family Counseling services shall address the
9 following PSSF service categories: FP, FS, TLFR, and APS.

10 4.3.7 WYS shall provide qualified licensed/licensed eligible
11 Bilingual Counselor Clinician/Intern staff as specified in Subparagraph 11.14
12 of this Exhibit.

13 4.4 Group Counseling:

14 4.4.1 WYS shall provide Group Counseling services for
15 ~~individuals with children ages birth to eighteen (0-18) years, who are not~~
16 ~~Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements for~~
17 ~~medical necessity and who are at-risk for abuse and/or neglect, and/or low-~~
18 ~~income, intact families, and/or families in the process of reunification, who~~
19 ~~may be experiencing a crisis due to interpersonal conflicts, family crisis,~~
20 ~~difficult parenting issues, challenging child needs, domestic violence, severe~~
21 ~~stress, poor coping skills and/or traumatic loss~~ to children ages birth to
22 eighteen (0-18) years who are at-risk of abuse or neglect, and/or their
23 parents, foster parents (and their children), and/or caregivers (and their
24 children). Individuals may include: those who are low-income; coming from
25 intact families; individuals in the process of reunification; those who may be
26 experiencing a crisis due to interpersonal conflicts, difficult parenting
27 issues, challenging child needs, and/or traumatic loss (hereinafter referred
28 to as "PARTICIPANTS" for purposes of Subparagraph 4.4). These individuals are

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

3 4.4.2 WYS shall provide Group Counseling services for a minimum
4 of ~~twenty-one (21)~~ thirty-seven (37) unduplicated PARTICIPANTS. Group
5 Counseling services shall include, but not be limited to, the following:
6 assess PARTICIPANT's needs; provide emotional support; stabilize immediate
7 crisis; develop goals for PARTICIPANTS; address independent living skills;
8 self-control; parenting issues; cycle of abuse; victimization; enhance family
9 dynamics; modify dysfunctional behaviors; incorporate appropriate family
10 roles; develop time limited goals for the family and child in placement that
11 are targeted to PARTICIPANTS' particular reunification plans, if applicable;
12 and make appropriate linkages to all needed treatment programs and social
13 support systems. The ~~Bilingual~~ Counselor and/or designee, as approved by
14 ADMINISTRATOR, shall attend the FRC's Comprehensive ~~GMT~~ Case Management Team
15 meetings. Group Counseling services shall be provided in a culturally
16 responsive manner in English and Spanish as needed by PARTICIPANTS.

17 4.4.3 WYS shall provide Group Counseling services ~~continuously~~
18 throughout the term of this Agreement Monday through Friday during FRC
19 operating hours and on evenings as required by PARTICIPANTS, continuously
20 throughout the term of this Agreement. WYS shall provide a minimum of four
21 (4) Group Counseling series at a minimum of ninety (90) minutes each session
22 with a six (6) week session minimum per series- for a total of twenty-four
23 (24) weeks minimum Group Counseling services. Each Group Counseling session
24 shall include a minimum of five (5) PARTICIPANTS per group session. FRC shall
25 provide a phone messaging system to record messages and post a sign with an
26 emergency contact name and telephone number for PARTICIPANTS who may call or
27 visit the FRC after hours.

28 4.4.4 WYS shall provide Group Counseling services in a private

1 office space at the FRC, or other community locations, with advance written
2 approval by ADMINISTRATOR, provided location can accommodate the
3 confidentiality of the service.

4 4.4.5 WYS shall measure progress by ensuring PARTICIPANTS
5 complete a FaCT registration form, FaCT consent form, and FaCT approved
6 assessment tools.

7 4.4.6 WYS's Group Counseling services shall address the
8 following PSSF service categories: FP, FS, TLFR, and APS.

9 4.4.7 WYS shall provide qualified licensed/licensed eligible
10 Bilingual Counselor Clinician/Intern staff as specified in Subparagraph 11.14
11 of this Exhibit.

12 4.5 Family Advocacy/Case Management Support Services:

13 4.5.1 Institute for Healthcare Advancement (IHA) shall provide
14 Family Advocacy/Case Management Support (FACMS) services for ~~at risk, low~~
15 ~~income intact, kinship, relative caregivers, and/or foster and/or pre and~~
16 ~~post-adoptive families with children ages birth through eighteen (0-18) years,~~
17 ~~who are at risk for abuse and/or neglect, low-income, homeless, unemployed,~~
18 ~~and those receiving child welfare services including families in the process~~
19 ~~of reunification or in the process of COUNTY adoption process~~ to children ages
20 birth to eighteen (0-18) years who are at-risk of abuse or neglect, and/or
21 their parents, foster parents (and their children), and/or caregivers (and
22 their children), pre- and post-adoptive families. Families may include: those
23 who are low-income; unemployed; underemployed; intact families; homeless
24 families; families in the process of reunification; families in the COUNTY
25 adoption process; or those who may be experiencing a crisis due to
26 interpersonal conflicts, difficult parenting issues, challenging child needs,
27 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
28 of Subparagraph 4.5).

1 4.5.2 IHA shall provide ~~(FACMS)~~ Family Advocacy/Case Management
2 Support services for a minimum of one hundred fifty hundred (150) unduplicated
3 PARTICIPANTS. ~~(FACMS)~~ Family Advocacy/Case Management Support services shall
4 include, but not be limited to, the following: assess the strengths and needs
5 of a client and family; arrange, coordinate, monitor, evaluate, and advocate
6 for multiple services for families; link clients to resources and services and
7 opportunities; teach and empower clients to access community resources;
8 strengthen problem solving skills; build on family strengths; case planning;
9 follow up and monitor case to ensure achievement of individualized, negotiated
10 family goals; assess if services meet family's needs; empower families;
11 coordinate all provider services involved in family's care; refer to
12 Comprehensive ~~CMF~~ Case Management Team as appropriate; facilitate service
13 access and coordination; and office and in-home visits. ~~(FACMS)~~ Family
14 Advocacy/Case Management Support services shall be provided in a family
15 friendly, culturally responsive and affirming supportive manner in English and
16 Spanish as needed by PARTICIPANT.

17 4.5.3 IHA shall provide ~~(FACMS)~~ Family Advocacy/Case Management
18 Support services ~~continuously~~ throughout the term of this Agreement Monday
19 through Friday during FRC operating hours and on evenings as required by
20 PARTICIPANTS. IHA shall provide short-term ~~(FACMS)~~ Family Advocacy/Case
21 Management Support services for a minimum of thirty (30) days or long-term
22 ~~(FACMS)~~ Family Advocacy/Case Management Support services for a minimum of
23 sixty (60) days for each PARTICIPANT.

24 4.5.4 IHA shall primarily provide ~~(FACMS)~~ Family Advocacy/Case
25 Management Support services in family's home, at the FRC, or at other
26 community locations as needed with advance written approval by ADMINISTRATOR.

27 4.5.5 IHA shall measure progress by ensuring PARTICIPANTS
28 complete a FaCT registration form, FaCT consent form, and FaCT approved

1 assessment tools.

2 4.5.6 IHA's ~~(FACMS)~~ Family Advocacy/Case Management Support
3 services shall address the following PSSF service categories: FP, FS, TLFR,
4 and APS.

5 4.5.7 IHA shall provide qualified Family Advocate/Individual
6 Case Manager staff as specified in Subparagraph 11.2 of this Exhibit.

7 4.6 Parenting Education:

8 4.6.1 WYS shall provide Parenting Education ~~(PE)~~ services for
9 ~~parents who are at risk, low income parents and/or caregivers with children~~
10 ~~ages birth to eighteen (0-18) years who are at risk for child abuse and~~
11 ~~neglect; dealing with poverty issues, child abuse, domestic violence,~~
12 ~~unemployment, teen pregnancy,~~ to parents, foster parents and/or caregivers of
13 children ages birth to eighteen (0-18) years who are at-risk of abuse or
14 neglect. Parents may include: those who are low-income; coming from intact
15 families; dealing with poverty issues, child abuse, domestic violence, teen
16 parent, adoption, individuals in the process of reunification; those who may
17 be experiencing a crisis due to interpersonal conflicts, difficult parenting
18 issues, challenging child needs, and/or traumatic loss (hereinafter referred
19 to as "PARTICIPANTS" for purposes of Subparagraph 4.6).

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

1 regulation; attachment and bonding from birth throughout childhood; identify
2 difficulties inherent in co-parenting; child development; open and honest
3 communication; praise and acknowledgement; disruptive cycles of inappropriate
4 parenting; and healthy and supportive parenting. ~~(PE)~~ Parenting Education
5 services shall be provided in a family friendly, culturally responsive and
6 ~~affirming~~ supportive manner in English and Spanish as needed by PARTICIPANT.

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

13 4.6.4 WYS shall provide ~~(PE)~~ Parenting Education services at the
14 FRC and/or at other community locations, to be approved in advance and in
15 writing by ADMINISTRATOR.

16 4.6.5 WYS shall measure progress by ensuring PARTICIPANTS
17 complete a FaCT registration form and FaCT approved measurement tools.

18 4.6.6 WYS's ~~(PE)~~ Parenting Education services shall address the
19 following PSSF service categories: FP and FS.

20 4.6.7 WYS shall provide qualified Parenting Educator staff as
21 specified in Subparagraph 11.15 of this Exhibit.

22 4.7 Parenting Education TLFR:

23 4.7.1 WYS shall provide ~~(PE)~~ Parenting Education TLFR services
24 ~~for low-income parents and/or caregivers with children ages birth to eighteen~~
25 ~~(0-18) years in the family reunification process~~ to parents including
26 caregivers of children ages birth to eighteen (0-18) years who are in the
27 process of reunification. TLFR parents may include: those who are low-income;
28 dealing with poverty issues, domestic violence, teen parent, those who may be

1 experiencing a crisis due to interpersonal conflicts, difficult parenting
2 issues, challenging child needs, and/or traumatic loss (hereinafter referred
3 to as "PARTICIPANTS" for purposes of Subparagraph 4.7).

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

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

26 4.7.4 WYS shall provide ~~(PE)~~ Parenting Education TLFR services
27 at the FRC and/or at other community locations, to be approved in advance and
28 in writing by ADMINISTRATOR.

1 4.7.5 WYS shall measure progress by ensuring PARTICIPANTS
2 complete a FaCT registration form and FaCT approved measurement tools.

3 4.7.6 WYS's ~~(PE)~~ Parenting Education TLFR services shall address
4 the following PSSF service categories: TLFR.

5 4.7.7 WYS shall provide qualified Parenting Educator staff as
6 specified in Subparagraph 11.15 of this Exhibit.

7 4.8 Parenting Education Workshop(s) APS:

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

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

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

3 4.8.3 WYS shall provide a minimum of two (2) ~~(PEW)~~ Parenting
4 Education Workshop APS, each for a minimum of six (6) hours in duration during
5 the term of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday,
6 at dates and times convenient for PARTICIPANTS. ~~(PEW)~~ Parenting Education
7 Workshop APS services shall be offered at additional times based on
8 PARTICIPANT availability.

9 4.8.4 WYS shall provide ~~(PEW)~~ Parenting Education Workshop APS
10 series on a weekly basis for a minimum of two (2) hours in duration per
11 session, at the FRC and/or at other community locations, to be approved in
12 advance and in writing by ADMINISTRATOR.

13 4.8.5 WYS shall measure progress by ensuring PARTICIPANTS
14 complete a FaCT registration form and FaCT approved measurement tools.

15 4.8.6 WYS' ~~(PEW)~~ Parenting Education Workshop APS services shall
16 address the following PSSF service categories: APS.

17 4.8.7 WYS shall provide qualified Parenting Educator staff as
18 specified in Subparagraph 11.15 of this Exhibit.

19 4.9 Personal Empowerment Program:

20 4.9.1 Interval House (IH) shall provide Personal Empowerment
21 Program ~~(PEP)~~ services for individuals who are at risk, low income parents
22 and/or caregivers with children ages birth through eighteen (0-18) years who
23 are at risk for child abuse and neglect; dealing with poverty issues; child
24 abuse, domestic violence to parents and/or caregiver of children ages birth to
25 eighteen (0-18) years who are at-risk of abuse or neglect. Individuals may
26 include: those who are low-income or dealing with poverty issues; child abuse,
27 domestic violence; individuals in the COUNTY adoption process; or those who
28 may be experiencing a crisis due to interpersonal conflicts, difficult

1 parenting issues, challenging child needs, and/or traumatic loss (hereinafter
2 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.9).

3 4.9.2 IH's ~~(PEP)~~ Personal Empowerment Program services shall
4 provide a minimum of fifteen (15) unduplicated PARTICIPANTS. ~~(PEP)~~ Personal
5 Empowerment Program series is comprised of a ten (10) week educational support
6 program designed to help battered victims break the cycle of domestic
7 violence; education on the dynamics of domestic violence; effects of violence
8 on victims and their children; and to help battered victims protect children
9 who live in domestic violence homes. ~~(PEP)~~ Personal Empowerment Program
10 topics shall include, but not be limited to: safety planning; boundaries;
11 anger management; legal aspects of domestic violence; work through denial; and
12 maintain healthy relationships. ~~(PEP)~~ Personal Empowerment Program services
13 shall be provided in a family friendly, culturally responsive and affirming
14 supportive manner in English and Spanish as needed by PARTICIPANT.

15 4.9.3 IH shall provide ~~(PEP)~~ Personal Empowerment Program groups
16 continuously throughout the term of this Agreement. Each group shall be a
17 minimum of two (2) hours in duration. IH shall provide ~~(PEP)~~ Personal
18 Empowerment Program services from 8:30 a.m. to 5:00 p.m., Monday through
19 Friday, at dates and times convenient for PARTICIPANTS. IH shall offer ~~(PEP)~~
20 Personal Empowerment Program services at additional times based on PARTICIPANT
21 availability.

22 4.9.4 IH shall provide ~~(PEP)~~ Personal Empowerment Program
23 services at the FRC and/or at other community locations, to be approved in
24 advance and in writing by ADMINISTRATOR.

25 4.9.5 IH shall measure progress by ensuring PARTICIPANTS
26 complete FaCT measurement tools.

27 4.9.6 IH's ~~(PEP)~~ Personal Empowerment Program services shall
28 address the following PSSF service categories: FP, FS, and APS.

1 4.9.7 IH shall provide qualified ~~(PEP)~~ Personal Empowerment
2 Program Instructor staff as specified in Subparagraph 11.10 of this Exhibit.

3 4.10 ~~(PEP)~~ Personal Empowerment Program TLFR:

4 4.10.1 IH shall provide ~~(PEP)~~ Personal Empowerment Program TLFR
5 services ~~for individuals who are at-risk, low-income parents and/or caregivers~~
6 ~~with children ages birth through eighteen (0-18) years who are at risk for~~
7 ~~child abuse and neglect; dealing with poverty issues; child abuse, domestic~~
8 ~~violence; and those in the County adoption and/or family reunification process~~
9 to parents and/or caregiver of children ages birth to eighteen (0-18) years
10 who are at-risk of abuse or neglect. TLFR individuals may include: those who
11 are low-income or dealing with poverty issues; child abuse, domestic violence;
12 individuals in the process of reunification; individuals in the COUNTY
13 adoption process; or those who may be experiencing a crisis due to
14 interpersonal conflicts, difficult parenting issues, challenging child needs,
15 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
16 of Subparagraph 4.10).

17 4.10.2 IH's ~~(PEP)~~ Personal Empowerment Program TLFR services
18 shall provide a minimum of five (5) unduplicated PARTICIPANTS. ~~(PEP)~~ Personal
19 Empowerment Program TLFR series is comprised of a ten (10) week educational
20 support program to help battered victims break the cycle of domestic violence
21 through the following: education on the dynamics of domestic violence; effects
22 of violence on victims and their children; and to help battered victims
23 protect children who live in domestic violence homes. ~~(PEP)~~ Personal
24 Empowerment Program TLFR topics shall include, but not be limited to, safety
25 planning, boundaries, anger management, legal aspects of domestic violence,
26 work through denial, and maintain healthy relationships. Additionally ~~(PEP)~~
27 Personal Empowerment Program TLFR shall require monitor client attendance and
28 participation; and provide verbal and/or written report to County social

1 workers. ~~(PEP)~~ Personal Empowerment Program TLFR services shall be provided
2 in a family friendly, culturally responsive and affirming supportive manner in
3 English and Spanish as needed by PARTICIPANT.

4 4.10.3 IH shall provide ~~(PEP)~~ Personal Empowerment Program TLFR
5 groups continuously throughout the term of this Agreement. Each ~~(PEP)~~
6 Personal Empowerment Program TLFR group shall be a minimum of two (2) hours in
7 duration. IH shall provide ~~(PEP)~~ Personal Empowerment Program TLFR services
8 from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times
9 convenient for PARTICIPANTS. ~~(PEP)~~ Personal Empowerment Program TLFR services
10 shall be offered at additional times based on PARTICIPANT availability.

11 4.10.4 IH shall provide ~~(PEP)~~ Personal Empowerment Program TLFR
12 services at the FRC and/or at other community locations, to be approved in
13 advance and in writing by ADMINISTRATOR.

14 4.10.5 IH shall measure progress by ensuring PARTICIPANTS
15 complete FaCT measurement tools.

16 4.10.6 IH's ~~(PEP)~~ Personal Empowerment Program TLFR services
17 shall address the following PSSF service categories: TLFR.

18 4.10.7 IH shall provide qualified ~~(PEP)~~ Personal Empowerment
19 Program Instructor staff as specified in Subparagraph 11.10 of this Exhibit.

20 4.11 Community Resource Services:

21 4.11.1 IHA shall provide Community Resource Services ~~(CRS)~~ for
22 individuals with children ages birth to eighteen (0-18) years who are at risk,
23 or low income to the following: parents and/or caregivers and their children
24 ages birth to eighteen (0-18) years who are at risk of abuse and/or neglect;
25 low income or dealing with poverty issues (hereinafter referred to as
26 "PARTICIPANTS" for purposes of Subparagraph 4.11).

27 4.11.2 IHA shall provide ~~(CRS)~~ Community Resource Services for a
28 minimum of seven hundred fifty (750) unduplicated PARTICIPANTS. ~~(CRS)~~

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

13 4.11.3 IHA shall provide ~~(CRS)~~ Community Resource Services Monday
14 through Friday from 8:30 a.m. to 5:00 p.m. continuously throughout the term of
15 this Agreement. FRC shall provide a phone messaging system to record messages
16 during all other times.

17 4.11.4 IHA shall provide ~~(CRS)~~ Community Resource Services at FRC
18 locations.

19 4.11.5 IHA shall measure progress by completing FaCT measurement
20 tools.

21 4.11.6 IHA's ~~(CRS)~~ Community Resource Services shall address the
22 following PSSF service categories: FP, FS, TLFR, and APS.

23 4.11.7 IHA shall provide qualified ~~(CRS)~~ Community Resource
24 Services Specialist ~~staff~~ as specified in Subparagraph 11.3 of this Exhibit.

25 4.12 Legal Clinic:

26 4.12.1 Public Law Center (PLC) shall provide Legal Clinic ~~(LC)~~
27 services ~~for~~ to parents and/or caregivers with children ages birth to eighteen
28 (0-18) years who require legal services to ensure the safety of their children

1 and maintain consistency of relationships for children (hereinafter referred
2 to as "PARTICIPANTS" for purposes of Subparagraph 4.12).

3 4.12.2 PLC shall provide ~~(LC)~~ Legal Clinic services for a minimum
4 of one hundred eighteen (118) unduplicated PARTICIPANTS. ~~(LC)~~ Legal Clinic
5 services shall include, but not be limited to the following: legal advice;
6 assistance; counsel; intake and assessment; preparation and filing of legal
7 documents such as Violence Against Women Act (VAWA); housing rights;
8 immigration law; legal counseling; advocacy; and representation at court
9 hearings. ~~(LC)~~ Legal Clinic services shall be provided in a family friendly,
10 culturally responsive, and affirming supportive manner in English and Spanish
11 as needed by PARTICIPANT.

12 4.12.3 PLC shall provide a minimum of sixteen (16) ~~(LC)~~ Legal
13 Clinics. Each clinic shall be a minimum of three (3) hours in duration and
14 shall be offered Monday through Friday from 8:30 a.m. to 5:00 p.m., and on
15 evenings as required by PARTICIPANTS, ~~continuously~~ throughout the term of this
16 Agreement.

17 4.12.4 PLC shall provide ~~(LC)~~ Legal Clinic services at FRC
18 locations and/or at other community locations, to be approved in advance and
19 in writing by ADMINISTRATOR.

20 4.12.5 PLC shall measure progress by completing FaCT measurement
21 tools.

22 4.12.6 PLC's ~~(LC)~~ Legal Clinic services shall address the
23 following PSSF service categories: FP, FS, TLFR, and APS.

24 4.12.7 PLC shall provide qualified Attorney, ~~Legal Fellow,~~ and
25 Paralegal staff as specified in Subparagraphs 11.11, and 11.12 of this
26 Exhibit.

27 4.13 Legal Education Forums:

28 4.13.1 PLC shall provide Legal Education Forum ~~(LEF)~~ services for

1 to parents and/or caregivers with children ages birth to eighteen (0-18) years
2 who require legal services to ensure the safety of their children and maintain
3 consistency of relationships for children (hereinafter referred to as
4 "PARTICIPANTS" for purposes of Subparagraph 4.13).

5 4.13.2 PLC shall provide ~~(LEF)~~ Legal Education Forum services for
6 a minimum of one hundred ten (110) unduplicated PARTICIPANTS. ~~(LEF)~~ Legal
7 Education Forum services shall include, but not be limited to, group education
8 on important legal topics such as the following: VAWA applications; housing
9 rights; immigration law; US court system; and how to effectively use the legal
10 system for personal protect, etc. ~~(LEF)~~ Legal Education Forum services shall
11 be provided in a family friendly, culturally responsive, and ~~affirming~~
12 ~~supportive~~ manner in English and Spanish as needed by PARTICIPANT.

13 4.13.3 PLC shall provide a minimum of two (2) ~~(LEF)~~ Legal
14 Education Forums. Each clinic shall be a minimum of two (2) hours in duration
15 and shall be offered Monday through Friday from 8:30 a.m. to 5:00 p.m., and on
16 evenings as required by PARTICIPANTS, ~~continuously~~ throughout the term of this
17 Agreement.

18 4.13.4 PLC shall provide ~~(LEF)~~ Legal Education Forum services at
19 FRC locations and/or at other community locations, to be approved in advance
20 and in writing by ADMINISTRATOR.

21 4.13.5 PLC shall measure progress by completing FaCT measurement
22 tools.

23 4.13.6 PLC's ~~(LEF)~~ Legal Education Forum services shall address
24 the following PSSF service categories: FP, FS, TLFR, and APS.

25 4.13.7 PLC shall provide qualified Attorney, ~~Legal Fellow,~~ and
26 Paralegal staff as specified in Subparagraphs 11.11, and 11.12 of this
27 Exhibit.

28 4.14 ~~Adoption Workshops:~~

1 4.14.1 IHA, through a subcontractor, shall provide in-kind
2 Adoption Workshop (AW) services for new adoptive parents and caregivers with
3 children ages birth through eighteen (0-18) years hereinafter referred to as
4 "PARTICIPANTS" for purposes of Subparagraph 4.14.

5 4.14.2 IHA, through a subcontractor, shall provide in-kind AW
6 services for a minimum of ten (10) unduplicated PARTICIPANTS. AW services
7 shall include, but not be limited to the following: bonding; attachment;
8 dealing with loss; general/effective parent education; healthy blended
9 families; importance of listening to the child; being emotionally available;
10 acceptance and validation of child's feelings; support of important
11 individuals in child's life including birth parents; dealing with separation
12 and loss; how to work with child's school; ensure the support of adoption with
13 the child; importance of family rituals around adoption; attention to cross-
14 cultural needs; and cycle of feelings for child and parents. Services shall
15 be provided in a family friendly, culturally responsive and affirming manner
16 in English and Spanish as needed by PARTICIPANT.

17 4.14.3 IHA, through a subcontractor, shall provide in-kind AW
18 services as a single workshop for a minimum of four (4) hours in duration; or
19 two (2) workshops weekly for a minimum of two (2) hours in duration. AW
20 services shall be offered Monday through Friday from 8:30 a.m. to 5:00 p.m.,
21 and on evenings as required by PARTICIPANTS, continuously throughout the term
22 of this Agreement.

23 4.14.4 IHA, through a subcontractor, shall provide in-kind AW
24 services at FRC locations.

25 4.14.5 IHA shall measure progress by completing FaCT measurement
26 tools.

27 4.14.6 IHA's in-kind subcontracted AW services shall address the
28 following PSSF service categories: APS.

1 4.14.7 IHA shall provide qualified FRC Coordinator staff as
2 ~~specified in Subparagraph 11.1 of this Exhibit.~~

3 4.15 SMART Moves Program:

4 4.15.1 Boys and Girls Clubs of La Habra (B&GCLH) shall provide
5 Skills, Mastery, and Resistance Training (SMART) Moves Program services ~~for~~ to
6 low-income and/or at risk children ages twelve through eighteen (12-18) years
7 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.15).

8 4.15.2 B&GCLH shall provide SMART Moves Program services for a
9 minimum of fifty (50) unduplicated PARTICIPANTS. SMART Moves Program services
10 give adolescents the tools needed to resist activities that could negatively
11 impact their education and wellbeing using a national Boys and Girls Clubs of
12 America program using a team approach involving club staff, peer leaders,
13 parents, and community representatives to strengthen decision making skills to
14 resist drug and alcohol use and premature sexual activity. SMART Moves
15 Program services shall include, but not be limited to the following:
16 discussion, role playing; practice resistance and refusal skills;
17 assertiveness development; strengthen decision making skills; analyze media;
18 peer influence; promote abstinence from substance abuse and sexual involvement
19 through the practice of responsible behavior; and refreshments and incentives
20 (i.e., movie passes, gift cards, etc.) to encourage attendance and
21 participation. SMSRT Moves Program services shall be provided in a family
22 friendly, culturally responsive and ~~affirming~~ supportive manner in English and
23 Spanish as needed by PARTICIPANT.

24 4.15.3 B&GCLH shall provide SMART Moves Program services,
25 consisting of six (6) weekly classes, one (1) hour in duration each, Monday
26 through Friday from 8:30 a.m. to 5:00 p.m., and on evenings as required by
27 PARTICIPANTS, ~~continuously~~ throughout the term of this Agreement.

28 4.15.4 B&GCLH shall provide SMART Moves Program services at FRC

1 locations and/or at other community locations, to be approved in advance and
2 in writing by ADMINISTRATOR.

3 4.15.5 B&GCLH shall measure progress by completing FaCT
4 measurement tools.

5 4.15.6 B&GCLH's SMART Program Moves services shall address the
6 following PSSF service categories: FP, FS, TLFR, and APS.

7 4.15.7 B&GCLH shall provide qualified Teen Center Coordinator
8 and Children Leader staff as specified in Subparagraphs 11.8 and 11.9 of this
9 Exhibit.

10 4.16 Differential Response Family Advocacy:

11 4.16.1 IHA shall provide Differential Response (DR) Family
12 Advocacy (FA) services ~~for at-risk,~~ to the following: families with children
13 ages birth through eighteen (0-18) years, who have been identified by
14 ADMINISTRATOR and referred to CONTRACTOR as potential risks for child abuse
15 and/or neglect (hereinafter referred to as "PARTICIPANTS" for purposes of
16 Subparagraph 4.16).

17 4.16.2 IHA shall provide DR FA Family Advocacy services for a
18 minimum of ninety (90) unduplicated PARTICIPANTS. DR FA Family Advocacy
19 services shall focus on a family centered approach to maintain children safely
20 in the home; reduce entry into the child welfare system; serve as a support to
21 families while in crisis; assess safety concerns and family's willingness to
22 participate; team home visit; comprehensive family assessment; develop and
23 implement an individualized, needs based, collaborative service plan;
24 referrals to community resources as appropriate; linkage to assistance with
25 service receipt; ongoing support; advocacy; case management; ongoing tracking;
26 follow up with family; provide assistance in accessing community resources;
27 work with County social worker(s) to ensure appropriateness of service plan in
28 meeting goals while protecting children; refer to Comprehensive ~~CMF~~ Case

1 Management Team; facilitate attendance; and include, at the family's request,
2 extended family, non-family, and community leaders such as pastors/religious
3 leaders as a long term support for family. DR FA Family Advocacy services
4 shall be provided in a family friendly, culturally responsive and affirming
5 supportive manner in English and Spanish as needed by PARTICIPANT.

6 4.16.3 IHA shall provide DR FA Family Advocacy services for a
7 minimum of two (2) DR FA Family Advocacy contacts (face to face and non-face
8 to face encounters) per family. DR FA Family Advocacy services shall be
9 provided Monday through Friday during FRC operating hours and on evenings as
10 required by PARTICIPANTS, continuously throughout the term of this Agreement.
11 IHA shall provide DR FA Family Advocacy services for a minimum of thirty (30)
12 days for each PARTICIPANT.

13 4.16.4 IHA shall primarily provide DR FA Family Advocacy services
14 in family's home, at FRC locations, and/or at other community locations, to be
15 approved in advance and in writing by ADMINISTRATOR.

16 4.16.5 IHA shall measure progress by completing FaCT Registration
17 form, FaCT consent form, and FaCT approved assessment tools.

18 4.16.6 IHA's DR FA Family Advocacy services shall address the
19 following PSSF service categories: FP.

20 4.16.7 IHA shall provide qualified DR Family Advocate staff as
21 specified in Subparagraph 11.5 of this Exhibit.

22 4.17 DR In-Home Family Support:

23 4.17.1 IHA shall provide DR In-Home Family Support ~~(IHFS)~~
24 services ~~for at-risk,~~ to the following: families with children ages birth
25 through eighteen (0-18) years, who have been identified by ADMINISTRATOR and
26 referred to CONTRACTOR as potential risks for child abuse and/or neglect
27 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.17).

28 4.17.2 IHA shall provide DR ~~(IHFS)~~ In-Home Family Support

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

15 4.17.3 IHA shall provide a minimum of four (4) weeks and maximum
16 of six (6) weeks of DR ~~(IHFS)~~ In-Home Family Support per family with a minimum
17 of three (3) DR ~~(IHFS)~~ In-Home Family Support contacts (face to face and non-
18 face to face encounters) per family. DR ~~(IHFS)~~ In-Home Family Support
19 services shall be provided Monday through Friday during FRC operating hours
20 and on evenings as required by PARTICIPANTS, continuously throughout the term
21 of this Agreement.

22 4.17.4 IHA shall primarily provide DR ~~(IHFS)~~ In-Home Family
23 Support services in family's home, at the FRC, or at other community locations
24 as needed with advance written approval by ADMINISTRATOR.

25 4.17.5 IHA shall measure progress by ensuring PARTICIPANTS
26 complete a FaCT registration form, FaCT consent form, and FaCT approved
27 assessment tools.

28 4.17.6 IHA's DR ~~(IHFS)~~ In-Home Family Support services shall

1 address the following PSSF service categories: FP.

2 4.17.7 IHA shall provide qualified DR In-Home Family Specialist
3 staff as specified in Subparagraph 11.6 of this Exhibit.

4 4.18 DR Alcohol and Drug Counseling:

5 4.18.1 IHA, through a subcontract with The Gary Center (TGC),
6 shall provide DR Alcohol and Drug Counseling ~~(A&DC)~~ services ~~for to at-risk,~~
7 parents with children ages birth through eighteen (0-18) years who have been
8 identified by ADMINISTRATOR and referred to CONTRACTOR as potential risks for
9 child abuse and/or neglect (hereinafter referred to as "PARTICIPANTS" for
10 purposes of Subparagraph 4.18).

11 4.18.2 IHA, through a subcontract with TGC, shall provide DR
12 ~~(A&DC)~~ Alcohol and Drug Counseling services for a minimum of thirty (30)
13 unduplicated PARTICIPANTS. DR ~~(A&DC)~~ Alcohol and Drug Counseling service is
14 an all-inclusive program and will include, but is not limited to, the
15 following: DR Individual ~~(A&DC)~~ Alcohol and Drug Counseling; DR Relapse
16 Prevention Group Counseling ~~(RPGC)~~; and/or DR Group Alcohol and Drug Education
17 ~~(GA&DE)~~. DR ~~(A&DC)~~ Alcohol and Drug Counseling services are provided to
18 ensure resources are available when alcohol and drug abuse are identified as
19 impacting the safety of a child in the home and the individual is willing to
20 accept help with the problem. DR ~~(A&DC)~~ Alcohol and Drug Counseling services
21 will include, but not be limited to, the following; comprehensive intake;
22 development of needs based, individualized treatment plan; individual and
23 group alcohol and drug use counseling; and/or tools to maintain sobriety. DR
24 ~~(A&DC)~~ Alcohol and Drug Counseling services shall be provided in a family
25 friendly, culturally responsive and ~~affirming~~ supportive manner in English and
26 Spanish as needed by PARTICIPANT.

27 4.18.3 IHA, through a subcontract with TGC, shall provide a
28 minimum of six (6) bi-weekly individual counseling sessions, fifty (50)

1 minutes in duration each; one (1) DR ~~RPGC~~ Relapse Prevention Group Counseling
2 series, consisting of eight (8) weekly sessions, ninety (90) minutes in
3 duration each and consisting of a minimum of three (3) and maximum of twelve
4 (12) individuals per group; and/or one (1) ~~annual~~ DR ~~GA&DE~~ Group Alcohol and
5 Drug Education series, consisting of sixteen (16) weekly sessions, ninety (90)
6 minutes in duration each and consisting of a minimum of three (3) and maximum
7 of twelve (12) individuals per group. DR ~~(A&DC)~~ Alcohol and Drug Counseling
8 services shall be offered Monday through Friday from 8:30 a.m. to 5:00 p.m.
9 and on evenings as required by PARTICIPANTS, ~~continuously~~ throughout the term
10 of this Agreement.

11 4.18.4 IHA, through a subcontract with TGC, shall provide DR
12 ~~(A&DC)~~ Alcohol and Drug Counseling services at FRC locations and/or at other
13 community locations, to be approved in advance and in writing by
14 ADMINISTRATOR.

15 4.18.5 IHA, through a subcontract with TGC, shall measure
16 progress by completing FaCT measurement tools.

17 4.18.6 IHA's subcontracted DR ~~(A&DC)~~ Alcohol and Drug Counseling
18 service shall address the following PSSF service categories: FP.

19 4.18.7 IHA, through a subcontract with TGC, shall provide
20 qualified Alcohol and Drug Counselor staff as specified in Subparagraph 11.7
21 of this Exhibit.

22 ~~4.19 — DR Art and Creativity for Healing Workshops:~~

23 ~~4.19.1 IHA through a subcontract with Art and Creativity for~~
24 ~~Healing, Inc. (A4H), shall provide DR Art and Creativity for Healing Workshops~~
25 ~~(A&C4HW) to children ages six through eighteen (6 — 18) years and/or to~~
26 ~~parents/guardians with children ages birth through eighteen (0-18) years,~~
27 ~~hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.19.~~

28 ~~4.19.2 IHA, through subcontract with A4H Art and Creativity for~~

1 ~~Healing, Inc., shall provide (A&C4HW) Art and Creativity for Healing Workshops~~
2 ~~for a minimum of forty (40) PARTICIPANTS. PARTICIPANTS shall be provided~~
3 ~~(A&C4HW) Art and Creativity for Healing Workshops services, which shall~~
4 ~~include, but not be limited to, the following: address emotional and social~~
5 ~~aspects of abuse, grief, stress, and/or illness with art; use painting and~~
6 ~~drawing as a creative means to express emotions; provide art supplies; provide~~
7 ~~guided art exercises designed to elicit a creative response that encourages~~
8 ~~the release of stress issues, anger, grief, and shame in a motivating and~~
9 ~~healing environment.~~

10 ~~4.19.3 IHA, through subcontract with A4H Art and Creativity for~~
11 ~~Healing, Inc., shall provide (A&C4HW) Art and Creativity for Healing Workshops~~
12 ~~throughout the term of this Agreement. (A&C4HW) Art and Creativity for~~
13 ~~Healing Workshops shall be scheduled from Monday through Friday during the~~
14 ~~hours of 8:30 a.m. to 5:30 p.m., and in the evenings, at times convenient to~~
15 ~~PARTICIPANTS as determined by community outreach. IHA, through A4H Art and~~
16 ~~///~~
17 ~~Creativity for Healing, Inc., shall provide a minimum of two (2) hour duration~~
18 ~~workshop sessions with a minimum of four (4) workshops.~~

19 ~~4.19.4 IHA, through subcontract with A4H Art and Creativity for~~
20 ~~Healing, Inc., shall provide (A&C4HW) Art and Creativity for Healing Workshops~~
21 ~~services at the FRC and/or other community locations to be approved in advance~~
22 ~~and in writing by ADMINISTRATOR.~~

23 ~~4.19.5 IHA, through subcontract with A4H Art and Creativity for~~
24 ~~Healing, Inc., shall measure progress by ensuring PARTICIPANTS complete a FaCT~~
25 ~~registration form.~~

26 ~~4.19.6 IHA's subcontracted (A&C4HW) Art and Creativity for~~
27 ~~Healing Workshops service shall address the following PSSF service category:~~
28 ~~Family Preservation.~~

1 4.19.7 IHA, through subcontract with MH Art and Creativity for
2 ~~Healing, Inc., shall provide qualified FRC Coordinator staff as specified in~~
3 ~~Subparagraph 11.1 of this Exhibit.~~

4 4.20 DR Emergency Assistance:

5 4.20.1 IHA shall provide DR Emergency Assistance (EA) services
6 ~~for at risk, low income families with children ages birth through eighteen (0-~~
7 ~~18) years in crisis, hereinafter referred to as "PARTICIPANTS" for purposes of~~
8 ~~Subparagraph 4.20.~~

9 4.20.2 IHA shall provide DR EA Emergency Assistance services for
10 ~~a minimum of twenty two (22) unduplicated PARTICIPANTS. DR EA Emergency~~
11 ~~Assistance services shall include, but not be limited to, the following~~
12 ~~activities: assistance with emergency food, utility assistance, and rental~~
13 ~~assistance. IHA shall research available community resources prior to~~
14 ~~approving expenditures.~~

15 4.20.3 IHA shall provide DR EA Emergency Assistance services
16 ~~during FRC operating hours.~~

17 4.20.4 IHA shall provide DR EA Emergency Assistance services at
18 ~~the FRC.~~

19 4.20.5 IHA shall measure progress by ensuring PARTICIPANTS
20 ~~complete a FaCT Registration Form.~~

21 4.20.6 IHA's DR EA Emergency Assistance services shall address
22 ~~the following PSSF service categories: Family Preservation~~

23 4.20.7 IHA shall provide qualified FRC Coordinator staff as
24 ~~specified in Subparagraph 11.1 of this Exhibit.~~

25 4.21 DR Parenting Education:

26 4.21.1 WYS shall provide DR Parenting Education (PE) services for
27 ~~parents who are at risk, parents with children ages birth to eighteen (0-18)~~
28 ~~years, who have been identified by ADMINISTRATOR and referred to CONTRACTOR as~~

1 potential risk for child abuse and/or neglect, hereinafter referred to as
2 "PARTICIPANTS" for purposes of Subparagraph 4.21.

3 ~~4.21.2 WYS shall provide DR PE Parenting Education services for a~~
4 ~~minimum of fifteen (15) unduplicated PARTICIPANTS. DR PE Parenting Education~~
5 ~~services shall improve parenting skills; family functioning by teaching~~
6 ~~parents about child development (e.g., developmental expectations); behavior~~
7 ~~management (e.g., discipline techniques); and coping skills (e.g.,~~
8 ~~communication and stress management). DR PE Parenting Education shall~~
9 ~~include, but not be limited to, the following topics: address parent~~
10 ~~responsibilities; provide psychologically based behavior principles; stress~~
11 ~~importance of appropriate discipline and support; self-control; emotional~~
12 ~~regulation; attachment and bonding from birth throughout childhood; identify~~
13 ~~difficulties inherent in co-parenting; child development; open and honest~~
14 ~~communication; praise and acknowledgement; disruptive cycles of inappropriate~~
15 ~~parenting; and healthy and supportive parenting. DR PE Parenting Education~~
16 ~~///~~

17 ~~services shall be provided in a family friendly, culturally responsive and~~
18 ~~affirming manner in English and Spanish as needed by PARTICIPANT.~~

19 ~~4.21.3 WYS shall provide a minimum of one (1) DR PE Parenting~~
20 ~~Education series comprised of six (6) weekly classes. DR PE Parenting~~
21 ~~Education services shall be provided Monday through Friday during FRC~~
22 ~~operating hours and on evenings as required by PARTICIPANTS, continuously~~
23 ~~throughout the term of this Agreement.~~

24 ~~4.21.4 WYS shall provide DR PE Parenting Education services at~~
25 ~~the FRC and/or at other community locations, to be approved in advance and in~~
26 ~~writing by ADMINISTRATOR.~~

27 ~~4.21.5 WYS shall measure progress by ensuring PARTICIPANTS~~
28 ~~complete a FaCT Registration form and FaCT approved measurement tools.~~

1 4.21.6 ~~WYS' DR PE Parenting Education~~ services shall address the
2 following ~~PSSF~~ service categories: ~~FP~~.

3 4.21.7 ~~WYS~~ shall provide qualified ~~DR Parenting Educator~~ staff as
4 specified in Subparagraph 11.16 of this Exhibit.

5 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

6 5.1 In addition to providing the services described in Paragraph 4
7 of this Exhibit A, CONTRACTOR agrees to:

8 5.1.1 Provide ADMINISTRATOR a detailed marketing plan for each
9 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

10 5.1.2 Actively engage the community including local residents,
11 faith-based groups, businesses, public and private organizations, civic
12 groups, and others in the planning and implementation of services that promote
13 the well-being, safety, and permanency of children, families and communities.

14 ~~5.1.3 Be community based and maximize opportunities to provide~~
15 ~~integrated, coordinated and easily accessible resources for families that~~
16 ~~assure the successful linkage of program participants with needed services.~~

17 ~~5.1.4 Affirm families' cultural, ethnic, and linguistic~~
18 ~~identities and enhance their ability to function in a multicultural society.~~

19 ~~5.1.5 Be outcome driven and identify indicators that accurately~~
20 ~~reflect progress towards stated goal(s).~~

21 ~~5.1.6 Employ program strategies based on principles that have~~
22 ~~been demonstrated to be effective with the target population to be served.~~

23 ~~5.1.7 Identify and address family and child abuse issues in the~~
24 ~~community with an emphasis on prevention, early intervention, and permanency.~~

25 ~~5.1.8 Identify and address substance abuse problems, including~~
26 ~~prevention and access to intervention strategies.~~

27 5.1.9 Demonstrate the ability, now and in the future, to
28 integrate multiple public, private, and collaborative partner funding sources.

1 5.2 CONTRACTOR shall develop and maintain a Governance Structure
2 document outlining resource sharing, accountability, decision-making
3 strategies, and a conflict resolution plan. The Governance Structure shall
4 include, but not be limited to, the addition and/or deletion of any partner
5 agency, change of designated fiscal agent, ongoing community input and
6 involvement, principles of collaboration, and voting quorum (including what
7 constitutes a quorum).

8 5.3 CONTRACTOR's FRC Coordinator shall participate in meetings, to
9 be held not more than once per month, of all FaCT FRC Program Coordinators for
10 the purpose of information sharing, joint problem solving, identification of
11 Best Practices, development of common approaches to case management and
12 intake, training, and other related matters. ADMINISTRATOR will provide
13 CONTRACTOR with detailed information regarding meeting date(s) and
14 location(s).

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

1 5.5 Appropriate CONTRACTOR staff shall participate in all required
2 training identified by ADMINISTRATOR, including, but not limited to,
3 management information system, FRC Program Coordinator's role in the FRC, and
4 other FRC responsibilities and activities. ADMINISTRATOR will provide
5 CONTRACTOR with detailed information regarding meeting date(s) and
6 location(s).

7 5.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures
8 for reporting any special incidents that occur during CONTRACTOR's performance
9 of duties under this Agreement, involving CONTRACTOR's staff, participants,
10 and/or property.

11 6. FACILITIES

12 Administrative services under this Agreement shall be provided at:

13 La Habra Family Resource Center
14 c/o Institute for Healthcare Advancement
15 501 S Idaho Street Suite 300
16 La Habra, CA 90631

17 Home Based Services will be provided in the homes of PARTICIPANTS
18 referred for service.

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

22 7. REPORTS

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

- 26 7.1 Family identifier;
27 7.2 Family member identifier;
28 7.3 Ethnicity;

- 1 7.4 Date of birth;
- 2 7.5 Sex;
- 3 7.6 Referral reason(s);
- 4 7.7 Services recommended;
- 5 7.8 Services provided;
- 6 7.9 Date services delivery begins;
- 7 7.10 Date service delivery ends;
- 8 7.11 Status indicators (e.g., previous abuse reports, existing
- 9 health problems, etc.);
- 10 7.12 Primary language spoken;
- 11 7.13 PSSF service outcomes as identified in Paragraph 2 of this
- 12 Exhibit; and,
- 13 7.14 PSSF service category as identified in Paragraph 2 of this
- 14 Exhibit.
- 15 7.15 Reports shall be prepared in a format approved in writing by
- 16 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and
- 17 Social Services Agency (SSA) Contract Administrator by the twentieth (20th)
- 18 day of each month for the preceding month of services.
- 19 7.16 CONTRACTOR shall complete registration forms and attendance
- 20 sheets for every service delivered to participant(s) unless specifically
- 21 exempted by ADMINISTRATOR.
- 22 7.17 CONTRACTOR shall complete the FaCT standardized Marketing
- 23 Outreach Log and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly,
- 24 ten (10) calendar days following the end of each quarter.
- 25 7.18 CONTRACTOR shall provide information deemed necessary by
- 26 ADMINISTRATOR to complete any state-required reports related to the services
- 27 provided under this Agreement.
- 28

1 8. UTILIZATION REVIEW

2 8.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's
3 request at CONTRACTOR's facility identified in Paragraph 6 of this Exhibit A,
4 to review and evaluate a random selection of PARTICIPANT case records. The
5 review shall include, but is not limited to, an evaluation of the necessity
6 and appropriateness of services provided and length of services. PARTICIPANT
7 cases to be reviewed shall be randomly selected by ADMINISTRATOR.

8 8.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
9 differences of opinion regarding the necessity and appropriateness of services
10 and length of services, the dispute shall be submitted to COUNTY's Director of
11 Children and Family Services for final resolution.

12 9. SUSTAINABILITY

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

16 9.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in
17 order to pursue long-term sustainability of CONTRACTOR's FaCT collaborative
18 programs. This includes, but is not limited to, participation in the
19 following:

20 9.1.1 Assessment of long-term need for and reasonableness of
21 FaCT collaborative programs;

22 9.1.2 Training programs developed by or for FaCT;

23 9.1.3 Outreach activities initiated by FaCT staff or FaCT
24 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

25 9.1.4 Research of other public/private funding sources and
26 opportunities;

27 9.1.5 Pursuit of linkages with other partners, as appropriate;
28 and,

1 9.1.6 Development of marketing and community education materials
2 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

3 9.2 CONTRACTOR agrees to cooperate in these efforts, as well as
4 independently pursue opportunities to improve sustainability of their
5 collaborative program. Independent activities may include activities
6 identified above as well as grant writing, and engaging in collaborative
7 agreements with other integrated service initiatives.

8 9.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to
9 sustain CONTRACTOR's FaCT collaborative program by including written progress
10 reports in FaCT measurement tools reports.

11 10. BUDGET

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

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

15 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 4.18 and 4.19)	1.0	\$21.63	\$ 44,990
Family Advocate/Individual Case Manager (Service 4.5)	1.0	16.88	35,110
CRS 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>			
PEP Personal Empowerment Program Instructor (Services 4.9 - 4.10)	0.20	\$20.75	\$ <u>8,632</u>

1	SUBTOTAL IH SALARIES:			\$ 8,632
2	IH Benefits (20%) ⁽³⁾			<u>1,726</u>
3	SUBTOTAL IH SALARIES AND BENEFITS:			\$ 10,358
4	<u>Public Law Center (PLC):</u>			
5	Staff Attorney (Services 4.12 and 4.13)	0.1233	\$28.37	\$ 7,276
6	Paralegal (Services 4.12 and 4.13)	0.20	14.00	<u>5,824</u>
7	Legal Fellow (Services 4.12 - 4.13) ⁽⁷⁾	0.10	16.54	3,440
8	SUBTOTAL PLC SALARIES:			\$ 13,100
9	<u>Western Youth Services (WYS):</u>			
10	CMF Comprehensive Case Management Team Facilitator/ Program Coordinator (Service 4.1)	0.1075	\$30.42	\$ 6,802
11	Bilingual Counselor/Parenting Educator (Services 4.2 - 4.4, 4.6 - 4.8, and 4.20)	0.60	24.76	30,900
12	Program Director (Admin.)	0.025	42.36	<u>2,203</u>
13	SUBTOTAL WYS SALARIES:			\$ 39,905
14	WYS Benefits (21%) ⁽³⁾			<u>8,380</u>
15	SUBTOTAL WYS SALARIES AND BENEFITS:			\$ 48,285
16	SUBTOTAL ALL SALARIES AND BENEFITS:			\$204,653
17	<u>SERVICES AND SUPPLIES:</u>			
18	IHA - Office Expenses			\$ 1,500
19	IHA - Program Expenses			2,000
20	IHA - Mileage ^(4 & 5)			1,334
21	<u>B&GCLH - Program Expenses</u>			<u>408</u>
22	IH - Program Expenses			1,285
23	IH - Client Database Maintenance			2,185
24	WYS - Program Expenses			297
25	WYS - Office Expenses			105
26	WYS - Mileage ^(4 & 5)			<u>127</u>
27	SUBTOTAL SERVICES AND SUPPLIES:			\$ 9,241
28	<u>OPERATING EXPENSES:</u>			
29	IHA - Telecommunication/Telephone/Cell Phone/Wireless Internet Cards Expense			\$ 2,800
30	IHA - Staff Training and Conference Expense			500
31	WYS - Insurance			225

1	WYS - Audit			226
2	WYS - Staff Training			100
3	WYS - Indirect Cost ⁽⁶⁾			<u>2,255</u>
4	SUBTOTAL OPERATING EXPENSES:			\$ 6,106
5	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, AND			\$220,000
6	OPERATING EXPENSES:			
7	<u>DIFFERENTIAL RESPONSE (DR) PROGRAM:</u>			
8	<u>IHA DR SALARIES:</u>			
9	DR In-Home Family Specialist (Service 4.16)	1.0	\$20.19	\$ 41,995
10	DR Family Advocate (Service 4.15)	1.0	16.83	35,006
11	DR FRC Manager (Admin.)	0.1085	33.65	<u>7,593</u>
12	SUBTOTAL IHA DR SALARIES:			\$ 84,594
13	IHA DR Benefits (20.861%)			<u>17,647</u>
14	SUBTOTAL IHA DR SALARIES AND BENEFITS:			\$102,241
15	<u>DR SUBCONTRACTORS/CONSULTANTS - The Gary Center (TGC):</u>			
16	IHA - TGC Alcohol and Drug Counselor (Service 4.17)	0.10	\$19.00	\$ <u>3,952</u>
17	SUBTOTAL DR SUBCONTRACTORS/CONSULTANTS SALARIES			3,952
18	IHA - TGC Benefits (11.42%)			<u>451</u>
19	SUBTOTAL DR SUBCONTRACTORS/CONSULTANTS SALARIES AND BENEFITS			\$ 4,403
20	<u>DR SERVICES AND SUPPLIES:</u>			
21	IHA - DR Program Expense			\$ 1,000
22	IHA - DR Office Expense			500
23	IHA - TGC DR Program Expense			198
24	IHA - TGC DR Office Expense			<u>398</u>
25	SUBTOTAL DR SERVICE AND SERVICES:			\$ 2,096
26	<u>DR OPERATING EXPENSES:</u>			
27	IHA - DR Mileage			\$ 1,500
28	IHA - DR Telecommunication/Telephone/Cell Phone Expense			2,800
29	IHA - DR Staff Training and Conference Expense			<u>500</u>
30	SUBTOTAL DR OPERATING EXPENSES:			\$ 4,800

1 SUBTOTAL DR PROGRAM SALARIES, BENEFITS, SUBCONTRACTORS/
CONSULTANTS, SERVICES, SUPPLIES, AND OPERATING EXPENSES: \$113,540

2 COUNTY MAXIMUM OBLIGATION: \$333,540

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

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

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

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

14 (5) Travel costs will be in accordance with Title 41 CFR Chapter 301,
15 Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must
16 be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for
17 actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter
18 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid
19 to employees for meals and incidental expenses incurred during travel up to
20 the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

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

24 ~~(7) PLC shall provide a minimum of three thousand four hundred forty~~
25 ~~(\$3,440) dollars towards the Legal Fellow position throughout the term of this~~
26 ~~Agreement.~~

27 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
28 notice, to add, delete or modify line items and/or amounts and/or the number

1 and type of FTE positions without changing COUNTY's maximum obligation as
2 stated in Subparagraph 20.1 of this Agreement or reducing the level of service
3 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3
4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
5 as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually
6 agree in writing to proportionately reduce the service goals as set forth in
7 this Exhibit.

8 11. STAFF

9 IHA shall provide the following described staff positions:

10 11.1 FRC Coordinator:

11 11.1.1 Duties: Perform a variety of administrative functions;
12 coordinate service providers; supervise FRC staff; oversee day-to-day FRC
13 operations; compile statistical and financial data for various reports;
14 facilitate CEAC community involvement; coordinate governance and policy
15 procedure development; coordinate staff training opportunities; prepare and
16 monitor program budget; market FRC services within the community; initiate
17 outreach to new partners and service providers; respond to public inquires on
18 FRC services, procedures, operations, and regulations; facilitate FRC and
19 staff meetings; complete all required documentation; attend all required FaCT
20 meetings and trainings; and perform related duties as assigned.

21 11.1.2 Qualifications: ~~Master's degree is preferred; Bachelor's~~
22 ~~degree in social work, sociology, psychology, human services, healthcare,~~
23 ~~education or related field from an accredited university; two (2) years~~
24 ~~experience working with at-risk families and the community; or four (4) years~~
25 ~~experience working with at risk families and the community; knowledge of child~~
26 ~~welfare system; capable of relating well to individuals from diverse~~
27 ~~backgrounds, cultures, varied income levels, and education levels; supervisory~~
28 ~~experience in management; ability to work successfully in collaborative~~

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

14 11.2 Family Advocate/Individual Case Manager:

15 11.2.1 Duties: Assess needs and assist families in crisis to
16 access resources to meet needs, including court ordered families to facilitate
17 family reunification; coordinate information for PARTICIPANT referrals;
18 participate in Comprehensive ~~GMT~~ Case Management Team meetings; follow up on
19 PARTICIPANT's progress; help alleviate barriers to accessing services; compile
20 and maintain records; prepare reports; collect and input data into FaCT
21 database; and attend all required meetings and trainings.

22 11.2.2 Qualifications: Bachelor's degree in human services or
23 related field from an accredited university; ~~with knowledge of the child~~
24 ~~welfare system; and one (1) year community experience; or three (3) years of~~
25 ~~community experience and working directly with families in crisis in the human~~
26 ~~services or related field; and desire to work with at risk population.~~
27 Bilingual English/Spanish and proficiency in English is required knowledge of
28 the child welfare system, and two (2) years of experience working directly

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

5 11.3 ~~CRS~~ Community Resource Services Specialist:

6 11.3.1 Duties: Provide community resource information assistance
7 to PARTICIPANTS; provide linkage to service providers; perform outreach to
8 community businesses and schools; research information regarding community
9 services; collect and input required program and client data; promote FRC
10 program services; assist in evaluation of PARTICIPANT needs; represent FRC at
11 community events; client education; promote program services; assist with
12 client needs and access to services; client advocacy; document services and
13 activities in client and program records; track services rendered; maintain
14 required documentation; collect and input data into FaCT database.

15 11.3.2 Qualifications: High school diploma or equivalent GED;
16 Bachelor's degree in social services or other behavioral science field is
17 preferred; knowledge of child welfare system; knowledge and understanding of
18 services provided at the FRC; ability to relate well to individuals from
19 diverse backgrounds, cultures, varied income levels, and educational levels;
20 and desire to work with at risk population. Bilingual English/Spanish and
21 proficiency in English is required.

22 11.4 FRC Manager/DR FRC Manager:

23 11.4.1 Duties: Oversee entire FRC operation including DR;
24 supervise lead (i.e., FRC Coordinator) position; direct grant projects; ensure
25 completion of grant deliverables within specified timeframes and budget(s);
26 ensure contractual milestones and requirements are met; develop annual
27 budget(s); responsible for staff recruitment, training, professional
28 development, and support; identify appropriate grant opportunities; develop

1 program concepts for collaborative development.

2 11.4.2 Qualifications: Master's degree in social work or related
3 field from an accredited university is preferred; Bachelor's degree in social
4 services or other behavioral science field from an accredited university;
5 sufficient experience demonstrating competence in required skills; five (5)
6 years supervision, program management, contract and budget experience; grant
7 writing experience; knowledge of the child welfare system; experience working
8 with at risk population; working knowledge of Spanish; and proficiency in
9 English is required.

10 11.5 DR Family Advocate:

11 11.5.1 Duties: Provide DR Family Advocacy services; contact
12 and/or engage families referred by COUNTY within ten (10) calendar days of
13 referral; gain family commitment to accept/receive FRC's DR services; conduct
14 a comprehensive assessment of PARTICIPANTS needs; develop a service plan to
15 address critical stressors impacting family's ability to provide a nurturing
16 environment for their children; provide one-on-one support with PARTICIPANT's
17 consent; assist families in crisis to access resources to meet needs; provide
18 referrals, advocacy, and case management to families in the home, FRC and/or
19 other locations; participate in Comprehensive ~~CMT~~ Case Management Team
20 meetings; assist PARTICIPANTS with completion of paperwork or forms;
21 coordinate information for PARTICIPANT referrals; ensure PARTICIPANTS needs
22 are met, services are accessed, and service plan goals are attained; follow up
23 with PARTICIPANTS needed and perform home, school, and other community site
24 visits as needed; work closely with FRC partners and COUNTY social workers;
25 coordinate with other service providers providing services to PARTICIPANT;
26 compile, prepare and submit data and reports as required by County; maintain
27 records; collect and input data into FaCT database; and attend all required
28 meetings and trainings.

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

7 11.6 DR In-Home Family Specialist:

8 11.6.1 Duties: Provide DR in-home family support services;
9 individualized, need based services in the family's home; parent education and
10 support; resource brokering; coordinate with multiple service providers to
11 prevent abuse and out of home placement; provide DR crisis intervention
12 including assessment and stabilization of immediate crisis and resource
13 linkage, assistance with service receipt; child development information;
14 building of effective communication and coping skills; mentor; refer to public
15 health nursing services; facilitate care coordination with multiple service
16 providers involved throughout case management process; refer to Comprehensive
17 ~~CMT~~ Case Management Team service; prepare and submit data and reports as
18 required by ADMINISTRATOR; collect and input data into FaCT database; and
19 attend all required meetings and trainings.

20 11.6.2 Qualifications: Master's degree in social work or related
21 field from an accredited university is preferred; Bachelor's degree in social
22 work or related field from an accredited university; two (2) years experience
23 working with at risk children and families; some knowledge of child welfare
24 system; possess excellent verbal and written communication skills, ability to
25 work in a multicultural environment; and a valid California "Class C" driver's
26 license is required. Bilingual English/Spanish and proficiency in English is
27 required.

28 IHA, through a subcontract with TGC, shall provide the following staff

1 position:

2 11.7 Alcohol And Drug Counselor:

3 11.7.1 Duties: Provide DR Alcohol and Drug Counseling services;
4 telephone assessment for new referrals; crisis intervention as needed;
5 substance abuse intakes; individual sessions; group services that meet
6 California State Alcohol and Drug Program Office standards; complete all
7 required documents, work with court mandated programs as applicable; submit
8 PARTICIPANT files for review; collect data for FRC; and other duties as
9 assigned.

10 11.7.2 Qualifications: Possess a valid State of California
11 Substance Abuse Treatment Certificate; experienced in working with children
12 and families with alcohol and drug issues; team player; and flexibility to
13 meet the changing needs of the position; excellent verbal and written
14 communication skills; and ability to work in a multicultural environment.
15 Bilingual English/Spanish and proficiency in English is required.

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

17 11.8 Teen Center Coordinator:

18 11.8.1 Duties: Provide and conduct SMART Moves prevention
19 workshops for teens; collect data for the FRC and B&GCLH; and maintain
20 required documentation and reports.

21 11.8.2 Qualifications: Bachelor's degree preferred; high school
22 diploma or GED required; trained instructor; four (4) years experience working
23 at B&GCLH; Bilingual English/Spanish is preferred and proficiency in English
24 is required.

25 11.9 Children Leader:

26 11.9.1 Duties: Provide child care services as needed; collect
27 data for the FRC and B&GCLH; and maintain required documentation and/or
28 reports.

1 11.9.2 Qualifications: College student with high school diploma
2 or GED required; B&GCLH childcare experience; Bilingual English/Spanish is
3 preferred and proficiency in English is required.

4 IH shall provide the following described staff position:

5 11.10 ~~PEP~~ Personal Empowerment Program Instructor:

6 11.10.1 Duties: Provide ~~PEP~~ Personal Empowerment Program
7 educational support to victims to break the cycle of domestic violence by
8 increasing knowledge of the dynamics of domestic violence; effect of violence
9 on victims and their children; help battered victims protect children who live
10 in violent homes; increase family functioning by teaching coping skills;
11 prevention recurrence of maltreatment; provide emotional support; stabilize
12 immediate crisis; develop goals for the families; monitor attendance and
13 participation; provide written report(s); compile and maintain records;
14 collect and input data into FaCT database; and attend all required meetings
15 and trainings.

16 11.10.2 Qualifications: Two (2) years of experience working with
17 domestic violence families; forty (40) hours of Domestic Violence Prevention
18 training; eight (8) hours of Child Abuse Prevention and Reporting Training;
19 completion of ~~PEP~~ Personal Empowerment Program Training; and a valid Domestic
20 Violence Advocate Certificate is required. Bilingual English/Spanish is
21 preferred and proficiency in English is required.

22 PLC shall provide the following described staff position:

23 11.11 Staff Attorney:

24 11.11.1 Duties: Address family law matters; responsible for FRC
25 legal clinic staff; provide legal counsel, advice, and brief services; serve
26 as a point of intake for more extended services on more complicated matters;
27 and attending required meetings.

28 11.11.2 Qualifications: ~~Member of the California State Bar~~

1 Association or admitted to practice in another state and eligible to practice
2 in California for three (3) years under the California State Bar rules for
3 registered Legal Services Attorney Program; Eligible to practice law in
4 California, and member in good standing with the State Bar of California; or
5 eligible to practice law in California under the State Bar of California rules
6 for Out-of-State Registered Legal Services Attorney Program; two (2) years
7 legal experience required; excellent interpersonal skills, organizational,
8 research, analytical, and communication skills; desire to work extensively
9 with clients; sensitivity to people in crisis; prior experience working with
10 low income clients preferred; commitment to working with volunteer lawyers and
11 law 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 Legal Fellow:

16 Duties: Address family law matters under the supervision of staff
17 attorney; staff legal FRC clinics; provide counsel, advice, and brief
18 services; serve as a point of intake for more extended services on more
19 complicated matters; maintain required documentation; and attend required
20 meetings.

21 Qualifications: Member of the California State Bar
22 Association or awaiting Bar exam results and work under the supervision of
23 staff attorney; strong written and oral advocacy skills; interested in
24 problems of low income community; commitment to work with volunteer lawyers
25 and law students; ability to manage multiple tasks; excellent computer, oral
26 and written communication skills, must have own transportation; and a valid
27 California Driver's license and good driving record. Bilingual
28 English/Spanish is preferred and proficiency in English is required.

1 11.12 Paralegal:

2 11.12.1 Duties: Address family law matters under the supervision
3 of staff attorney; staff legal FRC clinics; provide intake assessment,
4 counsel, and brief services; refer to volunteer lawyers in PLC's pro bono
5 network; assist with outreach and education; maintaining required
6 documentation; and attending required meetings and trainings.

7 11.12.2 Qualifications: Bachelor's degree from an accredited
8 university is preferred; computer proficiency required; experience assisting
9 attorneys in family law, immigration, guardianship, and other relevant areas
10 preferred; must have own transportation; a valid California driver's license;
11 and good driving record. Bilingual English/Spanish is preferred and
12 proficiency in English is required.

13 WYS shall provide the following described staff position:

14 11.13 Comprehensive ~~CMF~~ Case Management Team Facilitator/Program
15 Coordinator:

16 11.13.1 Duties: Legally responsible for ensuring the team and/or
17 staff members follow up on all mandated reporting requirements; check
18 attendance of required Comprehensive ~~CMF~~ Case Management Team; ensure
19 confidentiality and/or release forms are signed and maintained; possess a
20 thorough understanding of the laws of confidentiality, child, elder, and
21 dependent adult abuse reporting; facilitate weekly Comprehensive ~~CMF~~ Case
22 Management Team cases including a thorough assessment of needs, treatment
23 plan, follow up plan, and termination; document and maintain case management
24 team records; collect and input data into the FaCT database; and attend all
25 required meetings and trainings.

26 11.13.2 Qualifications: Licensed or license-eligible (registered
27 with the Board of Behavioral Science [BBS] and assigned an intern number or an
28 Associate Clinical Social Worker [ACSW] number) clinician such as a Licensed

1 Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), or
2 Licensed Clinical Psychologist. Bilingual in English/Spanish is preferred and
3 proficiency in English is required.

4 11.14 Bilingual Counselor Clinician/Intern:

5 11.14.1 Duties: Provide individual, family, group, and crisis
6 counseling services for children, parents, and/or caregivers who are
7 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
8 parenting issues, challenging child needs, and/or traumatic loss; provide
9 emotional support; stabilize immediate crisis; develop goals for the family;
10 maintain records; prepare reports; collect and input data into FaCT database;
11 and attend all required meetings and trainings.

12 11.14.2 Qualifications: Licensed ~~or license eligible clinician,~~
13 ~~or a qualified professional, including student trainee and interns enrolled in~~
14 ~~an accredited graduate program under clinical supervision~~ clinician, license-
15 eligible clinician from an accredited university, or a qualified professional
16 under clinical supervision, including student trainees and interns enrolled in
17 an accredited graduate program under clinical supervision. Bilingual in
18 English/Spanish and proficiency in English is required.

19 11.15 Parenting Educator:

20 11.15.1 Duties: Improve parenting skills and family functioning
21 by teaching parent/caregivers about child development (e.g., developmental
22 expectations); behavior management (e.g., discipline techniques); coping
23 skills (e.g., communication and stress management); prevention of recurrence
24 of maltreatment; attachment; bonding; traumatic loss issues; monitor
25 attendance and participation; provide written report(s); complete FaCT
26 approved assessment tools; compile and maintain records; collect and input
27 data into FaCT database; and attend all required meetings and trainings.

28 11.15.2 Qualifications: Twelve (12) units of college education in

1 child development, psychology, sociology, social work, or a related field; one
2 (1) year of experience working in the human services field; and one (1) year
3 of experience working with public speaking or teaching or two (2) years
4 experience working in the human services field, certificate of completion in
5 child development or parenting curriculum, and one (1) year experience with
6 public speaking or teaching. Bilingual in English/Spanish and proficiency in
7 English is required.

8 11.16 Program Director:

9 11.16.1 Duties: Provide leadership in FaCT program; ensure goals
10 are achieved; objectives are met; and policies and procedures are established
11 in accordance with contractual requirements; administer mental health
12 services; provide clinical supervision; and provide direction and leadership
13 to staff.

14 11.16.2 Qualifications: Licensed LCSW, MFT, or Clinical
15 Psychologist; abide by BBS and/or Board of Psychology (BOP) ethical standards;
16 experience in administration of mental health services; strong preference for
17 administering multidisciplinary mental health services; ability to provide
18 competent and clear direction and leadership; experience in working with
19 allied professionals including COUNTY and FRC staff; and an extensive working
20 knowledge of clinical standards of child abuse reporting and program
21 development.