

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND  
5 CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA  
6 AND  
7 OCEAN VIEW SCHOOL DISTRICT  
8 AND  
9 RAISE FOUNDATION  
10 AND  
11 WESTERN YOUTH SERVICES  
12 AND  
13 INTERVAL HOUSE  
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 Children's Bureau of Southern  
20 California, a California non-profit corporation; Ocean View School District, a  
21 California public educational institution; Raise Foundation, a California non-  
22 profit corporation; Western Youth Services a California non-profit corporation;  
23 and Interval House, a California non-profit corporation, hereinafter  
24 collectively referred to as "OAK VIEW FAMILY RESOURCE CENTER" or "CONTRACTOR."  
25 Children's Bureau of Southern California, Ocean View School District, Raise  
26 Foundation, Western Youth Services, and Interval House, 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

15 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of  
16 services promoting safe and stable families in Orange County; and  
17

18 WHEREAS, CONTRACTOR agrees to render such services on the terms and  
19 conditions hereinafter set forth;  
20

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

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

26 ///

27 ///

28 ///

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

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

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

20 5. LICENSES AND STANDARDS

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

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

10           5.2.1 For Federally funded Agreements in the amounts 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 Social  
15 Services (CDSS) on the implementation, monitoring, and evaluation of the  
16 State's Child Abuse and Neglect Prevention and Intervention Program, and shall  
17 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 license  
27 agreement;

28 ///

1                   7.3.3.2 The amount of monetary consideration to be paid to  
2 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 to any  
7 agreement concerning the real property and a listing of liens (if any)  
8 thereof, together with a listing by full names and addresses of all officers,  
9 directors and stockholders of any private corporation, and a similar listing  
10 of all general and limited partners of any partnership which is a party.

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

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

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

#### 4 8. NON-DISCRIMINATION

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

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

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

21 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
22 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: Oak View Family Resource Center  
c/o Children's Bureau of Southern California  
50 S. Anaheim Blvd., Suite 241  
Anaheim, CA 92805

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

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in

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

## 13 12. INSURANCE

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

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

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



1 County Executive Office (CEO)/Office of Risk Management.

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

4 12.5 Qualified Insurer

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

8 12.5.2 The policy or policies of insurance required herein must  
9 be issued by an insurer licensed to do business in the State of California  
10 (California Admitted Carrier). If the insurer is a non-admitted carrier in the  
11 State of California and does not meet or exceed an A.M. Best rating of A-  
12 /VIII, CEO/Office of Risk Management retains the right to approve or reject  
13 carrier after a review of the company's performance and financial ratings. If  
14 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-  
15 /VIII, ADMINISTRATOR can accept the insurance.

16 12.6 The policy or policies of insurance maintained by CONTRACTOR shall  
17 provide the minimum limits and coverage as set forth below:

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Coverage	Minimum Limits	Responsible Partner Agencies
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Children's Bureau of Southern California (CB); Ocean View School District (OVSD); Raise Foundation (Raise); Western Youth Services (WYS); and Interval House (IH)
Automobile Liability (including coverage for owned, non-owned and hired vehicles)	\$1,000,000 per occurrence	CB, OVSD, Raise, WYS and IH
Workers' Compensation	Statutory	CB, OVSD, Raise, WYS and IH
Employer's Liability	\$1,000,000 per occurrence	CB, OVSD, Raise, WYS and IH
Professional Liability	\$1,000,000 per claims made or per occurrence	CB, OVSD, Raise, WYS and IH
Sexual Misconduct Liability	\$1,000,000 per occurrence	CB, OVSD, Raise, WYS and IH
Employee Dishonesty	\$55,567	CB

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

1 coverage at least as broad.

2 12.8 Required Endorsements

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

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

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

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

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

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

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

27 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"  
28 policy, CONTRACTOR shall agree to maintain professional liability coverage for

1 two (2) years following completion of this Agreement.

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

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

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

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

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

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

26 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

27 CONTRACTOR shall report to COUNTY:

28 13.1 Any accident or incident relating to services performed under this

1 Agreement which involves injury or property damage which may result in the  
2 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report  
3 shall be made in writing within twenty-four (24) hours of occurrence.

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

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

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

#### 15 14. CONFLICT OF INTEREST

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

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

#### 26 15. ANTI-PROSELYTISM PROVISION

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

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

3 16. SUPPLANTING GOVERNMENT FUNDS

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

13 17. EQUIPMENT

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

24 CONTRACTOR further agrees to the following:

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

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

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

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

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

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

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

1       18. BREACH SANCTIONS

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

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

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

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

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

18       19. DESIGNATED FISCAL AGENCY

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



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

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

## 11 20. PAYMENTS

### 12 20.1 Maximum Contractual Obligation:

13 The maximum obligation of COUNTY under this Agreement shall be  
14 \$220,000, 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 20.3 Claims:

23 20.3.1 CONTRACTOR shall submit monthly reimbursement claims to be  
24 received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of  
25 the month for expenses incurred in the preceding month. In the event the  
26 twentieth (20<sup>th</sup>) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR  
27 shall submit the claim the next business day. COUNTY holidays include New  
28 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'

1 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,  
2 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

3 20.3.2 All reimbursement claims must be submitted on a form  
4 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit  
5 supporting source documents with the monthly claim, including, inter alia, a  
6 monthly statement of services, general ledgers, supporting journals, time  
7 sheets, invoices, canceled checks, receipts, and receiving records, some of  
8 which may be required to be copied. Source documents that CONTRACTOR must  
9 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-  
10 Controller. CONTRACTOR shall retain all financial records in accordance with  
11 Paragraph 25 (Records, Inspections, and Audits) of this Agreement.

12 20.3.3 Payments should be released by COUNTY within a reasonable  
13 time period of approximately thirty (30) days after receipt of a correctly  
14 completed claim form and required supporting documentation.

15 20.3.4 Final Claims/Settlement:

16 20.3.4.1 Final claims for the term of July 1, 2014 through  
17 June 30, 2015, must be received no later than August 30, 2015 at 4:00 p.m.

18 20.3.4.2 Claims received after the date specified in  
19 Subparagraphs 20.3.4.1 may not be reimbursed. ADMINISTRATOR may, in its sole  
20 discretion, modify the date upon which the final claim per term must be  
21 received, upon written notice to CONTRACTOR.

22 20.3.4.3 The basis for final settlement shall be the actual  
23 allowable costs as defined in Title 45 of the Code of Federal Regulations  
24 (CFR) and OMB Circular A-122 or 48 CFR 31.2, as applicable, incurred and paid  
25 by CONTRACTOR pursuant to the Agreement; limited, however, to the maximum  
26 obligation of the COUNTY. In the event that any overpayment has been made,  
27 the COUNTY may offset the amount of the overpayment against the final payment.  
28 In the event overpayment exceeds the final payment, CONTRACTOR shall pay the

1 COUNTY all such sums within five (5) days of notice from the COUNTY. Nothing  
2 herein shall be construed as limiting the remedies of the COUNTY in the event  
3 an overpayment has been made.

4 21. OVERPAYMENTS

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

18 22. OUTSTANDING DEBT

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

22 23. FINAL REPORT

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

28 ///

1       24. INDEPENDENT AUDIT

2           24.1 CONTRACTOR shall employ a licensed certified public accountant who  
3 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of  
4 related expenditures during the term of this Agreement in compliance with the  
5 OMB Circular A-133, Audits of States, Local Governments and Non-Profit  
6 Organizations. The audit must be performed in accordance with generally  
7 accepted government auditing standards and OMB Circular A-122. CONTRACTOR  
8 shall cooperate with COUNTY, State and/or Federal agencies to ensure that  
9 corrective action is taken within six (6) months after issuance of all audit  
10 reports with regard to audit exceptions.

11           24.2 It is mutually understood that CONTRACTOR's organization-wide audit  
12 covers fiscal years beginning July 1 and ending June 30. CONTRACTOR agrees to  
13 provide ADMINISTRATOR with a copy of its organization-wide audit for the  
14 period July 1, 2014, through June 30, 2015, by December 30, 2015. Failure to  
15 provide a copy of the organization-wide audit, for the period July 1, 2014,  
16 through June 30, 2015, shall be sufficient cause for ADMINISTRATOR, in its  
17 sole discretion, to deny payment under this or any subsequent Agreement with  
18 CONTRACTOR until such time as the required audits is provided to  
19 ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify the date  
20 upon which the organization-wide audit must be received, upon notice to  
21 CONTRACTOR.

22       25. RECORDS, INSPECTIONS AND AUDITS

23           25.1 Financial Records:

24           25.1.1 CONTRACTOR shall prepare and maintain accurate and  
25 complete financial records. Financial records shall be retained, by  
26 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
27 under this Agreement or until all pending COUNTY, State and Federal audits are  
28 completed, whichever is later.

1           25.1.2 CONTRACTOR shall establish and maintain reasonable  
2 accounting, internal control and financial reporting standards in conformity  
3 with generally accepted accounting principles established by the American  
4 Institute of Certified Public Accountants and to the satisfaction of  
5 ADMINISTRATOR.

6           25.2 Client Records:

7           25.2.1 CONTRACTOR shall prepare and maintain accurate and  
8 complete records of clients served and dates and type of services provided  
9 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

10          25.2.2 All client records related to services provided under the  
11 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
12 (5) years from the date of final payment under this Agreement or until all  
13 pending COUNTY, State and Federal audits are completed, whichever is later.  
14 Notwithstanding anything to the contrary, upon termination of this Agreement,  
15 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
16 in accordance with Subparagraph 43.2.

17          25.2.3 COUNTY may refuse payment for a claim if client records  
18 are determined by COUNTY to be incomplete or inaccurate. In the event client  
19 records are determined to be incomplete or inaccurate after payment has been  
20 made, COUNTY may treat such payment as an overpayment within the provisions of  
21 this Agreement.

22          25.3 Public Records:

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

28          ///

1                   25.4 Inspections and Audits:

2                   25.4.1 The U.S. Department of Health and Human Services  
3 Comptroller General of the United States, Director of CDSS, State Auditor-  
4 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
5 Department, or any of their authorized representatives, shall have access to  
6 any books, documents, papers and records, including medical records, of  
7 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
8 for the purpose of financial monitoring. Further, all the above mentioned  
9 persons have the right at all reasonable times to inspect or otherwise  
10 evaluate the work performed or being performed under this Agreement and the  
11 premises in which it is being performed.

12                   25.4.2 CONTRACTOR shall make available its books and financial  
13 records within the borders of Orange County within ten (10) days after receipt  
14 of written demand by ADMINISTRATOR.

15                   25.4.3 In the event CONTRACTOR does not make available its books  
16 and financial records within the borders of Orange County, CONTRACTOR agrees  
17 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
18 designee, necessary to obtain CONTRACTOR's books and financial records.

19                   25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
20 liability to the State or Federal government or any agency thereof resulting  
21 from any disallowances or other audit exceptions to the extent that such  
22 liability is attributable to CONTRACTOR's failure to perform under this  
23 Agreement.

24                   25.5 Evaluation Studies:

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

28                   ///

1       26. PERSONNEL DISCLOSURE

2               26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
3 all personnel providing services hereunder, including résumés and job  
4 applications. Changes to the list will be immediately provided to  
5 ADMINISTRATOR in writing, along with a copy of a résumé and/or job  
6 application. The list shall include:

7               26.1.1 Names of all full or part-time personnel by title,  
8 including volunteer personnel, whose direct services are required to provide  
9 the programs described herein;

10              26.1.2 A brief description of the functions of each position and  
11 the hours each person works each week; or for part-time personnel, each day or  
12 month, as appropriate;

13              26.1.3 The professional degree, if applicable, and experience  
14 required for each position; and

15              26.1.4 The language skill, if applicable, for all personnel.

16              26.2 CONTRACTOR's employment applications shall require applicants to  
17 provide detailed information regarding the conviction of a crime by any court,  
18 for offenses other than minor traffic offenses. Information not disclosed in  
19 the employment application discovered subsequent to the hiring or promotion of  
20 any applicant shall be cause for termination of that employee from the  
21 performance of services under this Agreement.

22              26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
23 COUNTY, criminal record background checks on all employees and/or volunteers  
24 who will provide services under this Agreement.

25              26.4 CONTRACTOR warrants that all persons employed or otherwise assigned  
26 by CONTRACTOR to provide services under this Agreement have satisfactory past  
27 work records and/or reference checks indicating their ability to perform the  
28 required duties and accept the kind of responsibility anticipated under this

1 Agreement. CONTRACTOR shall maintain records of background investigations and  
2 reference checks undertaken and coordinated by CONTRACTOR for each employee  
3 and/or volunteer assigned to provide services under this Agreement for a  
4 minimum of five (5) years from the date of final payment under this Agreement  
5 or until all pending COUNTY, State and Federal audits are completed, whichever  
6 is later, in compliance with all applicable laws.

7 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
8 arrest and/or subsequent conviction, for offenses other than minor traffic  
9 offenses, of any paid employee and/or volunteer staff performing services  
10 under this Agreement, when such information becomes known to CONTRACTOR.  
11 ADMINISTRATOR, in its sole discretion, may determine whether such employee  
12 and/or volunteer may continue to provide services under this Agreement and  
13 shall provide notice of such determination to CONTRACTOR in writing.  
14 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a  
15 material breach of this Agreement, pursuant to Paragraph 18 above.

16 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
17 staff performing work hereunder and any proposed changes in CONTRACTOR's  
18 staff.

19 26.7 COUNTY shall have the right, at its sole discretion, to require  
20 CONTRACTOR to remove any employee from the performance of services under this  
21 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace  
22 said personnel.

23 26.8 CONTRACTOR shall notify COUNTY immediately when staff is terminated  
24 for cause from working on this Agreement.

25 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to  
26 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
27 work in accordance with the terms and conditions of this Agreement.

28 ///



1        27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

19        28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

17 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

7 31. CONFIDENTIALITY

8 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
9 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
10 and all other provisions of law, and regulations promulgated thereunder  
11 relating to privacy and confidentiality, as each may now exist or be hereafter  
12 amended.

13 31.2 All records and information concerning any and all persons referred  
14 to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept  
15 confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
16 volunteers. CONTRACTOR shall require all of its employees, agents,  
17 subcontractors and volunteer staff who may provide services for CONTRACTOR  
18 under this Agreement to sign an agreement with CONTRACTOR before commencing  
19 the provision of any such services, to maintain the confidentiality of any and  
20 all materials and information with which they may come into contact, or the  
21 identities or any identifying characteristics or information with respect to  
22 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
23 required to provide services under this Agreement or to those specified in  
24 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
25 latter, only during such audit. CONTRACTOR shall comply with any audits  
26 specified in Paragraph 25, provide reports and any other information required  
27 by COUNTY in the administration of this Agreement, and as otherwise permitted  
28 by law.

1           31.3 CONTRACTOR shall inform all of its employees, agents,  
2 subcontractors, volunteers and partners of this provision and that any person  
3 knowingly and intentionally violating the provisions of said State law may be  
4 guilty of a crime.

5           31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
6 be subject to the confidentiality requirements of this Agreement.

7           31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
8 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
9 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
10 regarding Confidentiality, as it now exists or may hereafter be amended.

11           31.6 No access, disclosure or release of information regarding a child  
12 who is the subject of Juvenile Court proceedings shall be permitted except as  
13 authorized. If authorization is in doubt, no such information shall be  
14 released without the written approval of a Judge of the Juvenile Court.

15           31.7 CONTRACTOR must receive prior written approval of the Juvenile  
16 Court before allowing any child to be interviewed, photographed or recorded by  
17 any publication or organization or to appear on any radio, television or  
18 Internet broadcast or make any other public appearance. Such approval shall  
19 be requested through child's Social Worker.

20           31.8 Attorney Client Confidentiality Requirements: In the event  
21 Contractor Partner Agency is a legal assistance provider, nothing in this  
22 Agreement shall allow COUNTY or the State of California to engage in any  
23 conduct that would impair the attorney-client relationship between CONTRACTOR  
24 and its clients, as that relationship is customarily defined in the legal  
25 community; and, in particular, nothing herein shall require CONTRACTOR to  
26 reveal attorney-client privileged information, nor allow COUNTY or the State  
27 to interfere with any other legal and ethical duties CONTRACTOR owes to its  
28 clients. To the extent COUNTY, in fulfilling its contractual obligations

1 and/or its obligations under State or Federal law, finds it necessary to  
2 examine documents or files prepared by CONTRACTOR in the course of its  
3 confidential relationships with its clients, CONTRACTOR may delete information  
4 which would identify clients from such documents or files before they are  
5 examined by COUNTY

6 32. COPYRIGHT ACCESS

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

11 33. WAIVER

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

20 34. PETTY CASH

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

23 35. PUBLICITY

24 35.1 Information and solicitations, prepared and released by CONTRACTOR,  
25 concerning the services provided under this Agreement shall state that the  
26 program, wholly or in part, is funded through COUNTY, State and Federal  
27 government funds.

28 35.2 CONTRACTOR shall not disclose any details in connection with this

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

6 35.2.1 CONTRACTOR shall develop all publicity material in a  
7 professional manner; and

8 35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
9 and shall not authorize another to, publish or disseminate any commercial  
10 advertisements, press releases, feature articles, or other materials using the  
11 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
12 unreasonably withhold written consent.

13 36. COUNTY RESPONSIBILITIES

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

16 37. REFERRALS

17 37.1 CONTRACTOR shall provide services to individuals referred by  
18 ADMINISTRATOR.

19 38. REPORTS

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

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

28 ///

1 39. ENERGY EFFICIENCY STANDARDS

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

5 40. ENVIRONMENTAL PROTECTION STANDARDS

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

12 40.1 No facility to be utilized in the performance of the proposed grant  
13 has been listed on the EPA List of Violating Facilities;

14 40.2 It will notify COUNTY prior to award of the receipt of any  
15 communication from the Director, Office of Federal Activities, U.S. EPA,  
16 indicating that a facility to be utilized for the grant is under consideration  
17 to be listed on the EPA List of Violating Facilities; and

18 40.3 It will notify COUNTY and the EPA about any known violation of the  
19 above laws and regulations.

20 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
21 FEDERAL TRANSACTIONS

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

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

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

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

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

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

27           C. Submission of this certification and disclosure is a  
28 prerequisite for making or entering into this Agreement imposed by Section



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

5 42. POLITICAL ACTIVITY

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

9 43. TERMINATION PROVISIONS

10 43.1 ADMINISTRATOR may terminate this Agreement without penalty  
11 immediately with cause or after thirty (30) days written notice without cause,  
12 unless otherwise specified. Notice shall be deemed served on the date of  
13 mailing. Cause shall be defined as any breach of contract, any  
14 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
15 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
16 all further obligations under this Agreement.

17 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to cooperate  
18 with ADMINISTRATOR in the orderly transfer of service responsibilities, active  
19 case records, and pertinent documents.

20 43.3 The obligations of COUNTY under this Agreement are contingent upon  
21 the availability of Federal and/or State funds, as applicable, for the  
22 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
23 for the services hereunder in the budget approved by the Orange County Board  
24 of Supervisors each fiscal year this Agreement remains in effect or operation.  
25 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
26 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
27 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
28 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written

1 notification of such determination. CONTRACTOR shall immediately comply with  
2 ADMINISTRATOR's decision.

3 43.4 If any provision of this Agreement or the application thereof is  
4 held invalid, the remainder of this Agreement shall not be affected thereby.

5 44. GOVERNING LAW AND VENUE

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

15 45. SIGNATURE IN COUNTERPARTS

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

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 By: \_\_\_\_\_  
4 Lyn Brammer  
5 Director of Community Services  
6 CHILDREN'S BUREAU OF SOUTHERN  
CALIFORNIA

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

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

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

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

By: \_\_\_\_\_  
Eldon Baber  
Executive Director  
RAISE FOUNDATION

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

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

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

By: \_\_\_\_\_  
Gustavo Balderas  
Superintendent  
Administrative Services  
OCEAN VIEW SCHOOL DISTRICT

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

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

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

By: \_\_\_\_\_  
Lorrayne Leigh Belhumeur, Ph.D.  
aka Lorry Leigh Belhumeur, Ph.D.  
CHIEF EXECUTIVE OFFICER  
WESTERN YOUTH SERVICES

26 By: \_\_\_\_\_  
27 DEPUTY

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

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

1 EXHIBIT A  
2 TO  
3 AGREEMENT  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA  
8 AND  
9 OCEAN VIEW SCHOOL DISTRICT  
10 AND  
11 ~~THE~~ RAISE FOUNDATION  
12 AND  
13 WESTERN YOUTH SERVICES  
14 AND  
15 INTERVAL HOUSE  
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 Huntington Beach, California, and surrounding communities within Orange  
25 County. The population to be served as defined in this paragraph shall  
26 hereinafter be referred to as "PARTICIPANTS."

27 2. WORKLOAD STANDARDS

28 2.1 CONTRACTOR shall provide services/activities, as described in

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

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

27 2.1.2 Family Support: Family Support (FS) services are  
28 primarily community-based preventive activities designed to alleviate stress

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

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

24           2.1.4 Adoption Promotion and Support: Adoption Promotion and  
25 Support (APS) services are designed to encourage more adoptions out of the  
26 foster care system, when adoptions promote the best interest of children, and  
27 include such activities as pre- and post-adoptive services designed to  
28 expedite the adoption process and support adoptive families. APS services

1 should comprise approximately twenty (20) percent of the budget for total  
2 services. Services must address a minimum of one (1) of the PSSF outcomes for  
3 each contracted service (as specified in Subparagraph 2.2 below).

4 2.2 Services must meet a minimum of one (1) of the following PSSF  
5 outcomes for each contracted service:

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

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

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

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

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

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

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

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

### 23 3. HOURS OF OPERATION

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

1 on holidays, whenever possible.

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

9 4. SERVICES

10 4.1 Comprehensive Case Management Team:

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

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



1 Subparagraph 4.1).

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

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

16 4.1.3.2 Individualized Treatment Plan: On the basis of the  
17 assessment, the Western Youth Services (WYS) and Comprehensive Case Management  
18 Team shall jointly develop an individualized treatment plan with the  
19 PARTICIPANT that identifies priorities, desired outcomes, the strategies and  
20 resources to be used in attaining the outcomes, follow up, and termination.

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

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

1                   4.1.4 WYS and FRC Partners shall jointly provide Comprehensive  
2 Case Management Team services Monday through Friday from 8:30 AM to 5:00 PM  
3 continuously throughout the term of this Agreement. Comprehensive Case  
4 Management Team meetings shall be scheduled a minimum of one (1) day per week  
5 for a minimum of one (1) hour in duration. WYS's Program Coordinator or  
6 Comprehensive Case Management Team Facilitator shall facilitate Comprehensive  
7 Case Management Team meetings.

8                   4.1.5 WYS and FRC Partners shall jointly provide Comprehensive  
9 Case Management Team services at FRC location(s).

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

14                  4.1.7 WYS and FRC Partners Comprehensive Case Management Team  
15 services shall address the following PSSF service categories: FP, FS, TLFR,  
16 and APS.

17                  4.1.8 WYS and FRC Partners shall provide Comprehensive Case  
18 Management Team qualified licensed or license-eligible Comprehensive Case  
19 Management Team Facilitator staff to facilitate Comprehensive Case Management  
20 Team meetings; Children's Bureau of Southern California (CB) shall provide  
21 qualified FRC Coordinator staff and WYS shall provide qualified Comprehensive  
22 Case Management Team Facilitator as specified in Subparagraphs 11.1 and 11.10  
23 of this Exhibit.

24                  4.2 Individual Counseling:

25                  4.2.1 WYS shall provide Individual Counseling services to  
26 children ages birth to eighteen (0-18) years, who are at-risk of abuse or  
27 neglect, and/or their parents, foster parents (and their children), adoptive  
28 families (and their children), and/or caregivers (and their children).

1 Individuals may include: those who are low-income; coming from intact  
2 families; individuals in the process of reunification; those who may be  
3 experiencing a crisis due to interpersonal conflicts, difficult parenting  
4 issues, challenging child needs, and/or traumatic loss (hereinafter referred  
5 to as "PARTICIPANTS" for purposes of Subparagraph 4.2). These individuals are  
6 not Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements  
7 for medical necessity.

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

22 4.2.3 WYS shall provide Individual Counseling services  
23 continuously throughout the term of this Agreement by appointment Monday  
24 through Friday during FRC operating hours. WYS may also schedule evening  
25 hours at the request of PARTICIPANTS. Counseling sessions shall be a minimum  
26 of fifty (50) minutes in duration, or as clinically indicated by the  
27 clinician, and offered to PARTICIPANTS on a weekly basis. WYS shall offer a  
28 minimum of six (6) counseling sessions and a maximum of twenty (20) sessions

1 for each PARTICIPANT. FRC shall provide a phone messaging system to record  
2 messages and post a sign with an emergency contact name and telephone number  
3 for PARTICIPANTS who may call or visit the FRC after hours.

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

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

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

13 4.2.7 WYS shall provide qualified licensed/license-eligible  
14 Counselor staff as specified in Subparagraph 11.11 of this Exhibit.

15 4.3 Group Counseling:

16 4.3.1 WYS shall provide Group Counseling services to children  
17 ages birth to eighteen (0-18) years, who are at-risk of abuse or neglect,  
18 and/or their parents, foster parents (and their children), and/or caregivers  
19 (and their children). Individuals may include: those who are low-income;  
20 coming from intact families; individuals in the process of reunification;  
21 those who may be experiencing a crisis due to interpersonal conflicts,  
22 difficult parenting issues, challenging child needs, and/or traumatic loss  
23 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.3).

24 4.3.2 WYS shall provide Group Counseling services for a minimum  
25 of forty-one (41) unduplicated PARTICIPANTS. Group Counseling services shall  
26 include, but not be limited to, assessing PARTICIPANT's needs, provide  
27 emotional support, stabilize immediate crisis and develop goals for  
28 PARTICIPANTS, address independent living skills, self-control, parenting

1 issues, cycle of abuse, victimization, enhance family dynamics, modify  
2 dysfunctional behaviors, incorporate appropriate family roles and develop time  
3 limited goals for the family and child in placement that are targeted to  
4 PARTICIPANTS' particular reunification plans, if applicable and make  
5 appropriate linkages to all needed treatment programs and social support  
6 systems. The Counselor and/or designee, as approved by ADMINISTRATOR, shall  
7 attend the FRC's Comprehensive Case Management Team meetings. Services shall  
8 be provided in a culturally responsive manner in English and Spanish as needed  
9 by PARTICIPANTS.

10 4.3.3 WYS shall provide Closed Group Counseling services  
11 throughout the term of this Agreement for a minimum of sixteen (16) children  
12 and/or teens who otherwise qualify to receive counseling services as  
13 PARTICIPANTS Monday through Friday during FRC operating hours. Closed groups  
14 are those in which members begin the group at the same time and no new members  
15 can join after the first session. WYS may also schedule evening hours at the  
16 request of PARTICIPANTS. WYS shall provide a minimum of three (3) Closed  
17 Group Counseling series at a minimum of sixty (60) minutes each session with a  
18 six (6) week session minimum per series for a total of eighteen (18) weeks  
19 minimum Closed Group Counseling services. Each session shall include a  
20 minimum of four (4) and maximum of seven (7) PARTICIPANTS per group. FRC  
21 shall provide a phone messaging system to record messages and post a sign with  
22 an emergency contact name and telephone number for PARTICIPANTS who may call  
23 or visit the FRC after hours.

24 4.3.4 WYS shall provide Group Counseling services throughout the  
25 term of this Agreement for a minimum of twenty-five (25) adults who otherwise  
26 qualify to receive counseling services as PARTICIPANTS Monday through Friday  
27 during FRC operating hours. WYS may also schedule evening hours at the  
28 request of PARTICIPANTS. WYS shall provide a minimum of four (4) Group

1 Counseling series at a minimum of ninety (90) minutes each session with a ten  
2 (10) week session minimum per series for a total of forty (40) weeks minimum  
3 Group Counseling services. Each session shall include a minimum of four (4)  
4 and maximum of seven (7) PARTICIPANTS per group. FRC shall provide a phone  
5 messaging system to record messages and post a sign with an emergency contact  
6 name and telephone number for PARTICIPANTS who may call or visit the FRC after  
7 hours.

8 4.3.5 WYS shall provide Group Counseling services in a private  
9 office space at the FRC, or other community locations, with advance written  
10 approval by ADMINISTRATOR, provided location can accommodate the  
11 confidentiality of the service.

12 4.3.6 WYS shall measure progress by ensuring PARTICIPANTS  
13 complete a FaCT registration form, FaCT consent form, and FaCT approved  
14 assessment tools.

15 4.3.7 WYS Group Counseling services shall address the following  
16 PSSF service categories: FP, FS, TLFR, and APS.

17 4.3.8 WYS shall provide qualified licensed/license-eligible  
18 Counselor staff as specified in Subparagraph 11.11 of this Exhibit.

19 4.4 Family Advocacy/Case Management Support Services:

20 4.4.1 CB shall provide Family Advocacy/Case Management Support  
21 services to children ages birth to eighteen (0-18) years who are at-risk of  
22 abuse or neglect, and/or their parents, foster parents (and their children),  
23 and/or caregivers (and their children), pre- and post-adoptive families.  
24 Families may include: those who are low-income, unemployed; underemployed;  
25 intact families; homeless families; families in the process of reunification;  
26 families in the process of COUNTY adoption process; or those who may be  
27 experiencing a crisis due to interpersonal conflicts, difficult parenting  
28 issues, challenging child needs, and/or traumatic loss ( hereinafter referred

1 to as "PARTICIPANTS" for purposes of Subparagraph 4.4).

2 4.4.2 CB shall provide Family Advocacy/Case Management Support  
3 services for a minimum of one hundred (100) unduplicated PARTICIPANTS. Family  
4 Advocacy/Case Management Support services shall include, but not be limited  
5 to, the following: conduct in-office or in-home assessment of family  
6 strengths and needs; arrange, monitor, evaluate, and advocate for multiple  
7 services for families; refer PARTICIPANTS to resources, and opportunities;  
8 empower PARTICIPANTS to access community resources, and strengthen problem  
9 solving skills; development and implementation of a service plan; building on  
10 and supporting family strengths while identifying and linking families to  
11 resources and services; coordination of services among service providers and  
12 ADMINISTRATOR's Social Workers; monitor to assure PARTICIPANTS' needs are  
13 being met and goals are being achieved; reassessment of needs as appropriate;  
14 and termination processes. With PARTICIPANT permission, Family Advocacy/Case  
15 Management Support or FRC Coordinator shall refer PARTICIPANT to CONTRACTOR's  
16 Comprehensive Case Management Team meetings to assist with mobilizing services  
17 in support of families receiving Family Advocacy/Case Management Support  
18 services. Services shall be provided in a family friendly, culturally  
19 responsive manner in English and Spanish as needed by PARTICIPANT.

20 4.4.3 CB shall provide Family Advocacy/Case Management Support  
21 services throughout the term of this Agreement Monday through Friday during  
22 FRC operating hours. CB shall provide short-term Family Advocacy/Case  
23 Management Support services for a minimum of thirty (30) days or long-term  
24 Family Advocacy/Case Management Support services for a minimum of sixty (60)  
25 days for each PARTICIPANT.

26 4.4.4 CB shall primarily provide Family Advocacy/Case Management  
27 Support services in family's home, at the FRC, or at other community locations  
28 as needed with advance written approval by ADMINISTRATOR.

1                   4.4.5 CB shall measure progress by ensuring PARTICIPANTS  
2 complete a FaCT registration form, FaCT consent form, and FaCT approved  
3 assessment tools.

4                   4.4.6 CB's Family Advocacy/Case Management Support services  
5 shall address the following PSSF service categories: FP, FS, TLFR, and APS.

6                   4.4.7 CB shall provide qualified Family Advocate/Individual Case  
7 Manager staff as specified in Subparagraph 11.2 of this Exhibit.

8                   4.5 General Parenting Education:

9                   4.5.1 WYS shall provide General Parenting Education services to  
10 parents, foster parents, and/or caregivers of children ages birth to eighteen  
11 (0-18) years who are at-risk of child abuse or neglect. Parents may include:  
12 those who are low-income; coming from intact families; dealing with poverty  
13 issues, child abuse, domestic violence, , teen parent, adoption individuals in  
14 the process of reunification; those who may be experiencing a crisis due to  
15 interpersonal conflicts, difficult parenting issues, challenging child needs,  
16 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes  
17 of Subparagraph 4.5).

18                   4.5.2 WYS shall provide General Parenting Education services for  
19 a minimum of ten (10) unduplicated PARTICIPANTS. General Parenting Education  
20 services shall improve parenting skills and family functioning by teaching  
21 parents/caregivers about child development (e.g., developmental expectations),  
22 behavior management (e.g., discipline techniques), and coping skills (e.g.,  
23 communication and stress management). General Parenting Education topics  
24 shall include, but not be limited to the following: parenting education, with  
25 psychologically based behavior principles, including consequences, emotional  
26 reactivity, pro-activity in planning child's growth process, co-parenting,  
27 modeling appropriate behaviors, limit setting and boundaries, attachment,  
28 bonding, traumatic loss, child development expectation and milestones,



1 behavioral management, effective praise, safety and prevention, coping skills  
2 development, self-control, alcohol and substance abuse awareness, self-esteem,  
3 parent roles, communication with adolescents, health, nutrition, and  
4 responsible behavior. General Parenting Education services shall be provided  
5 in a family friendly, culturally responsive manner in English and Spanish as  
6 needed by PARTICIPANT.

7 4.5.3 WYS shall provide a minimum of one (1) General Parenting  
8 Education Workshop series comprised of six (6) weekly classes. Each class  
9 session shall be a minimum of two (2) hours in duration. WYS shall provide  
10 General Parenting Education during the term of this Agreement from 8:30 a.m.  
11 to 5:00 p.m., Monday through Friday, at dates and times convenient for  
12 PARTICIPANTS. WYS shall offer Parenting Education services at additional  
13 times based on PARTICIPANT availability.

14 4.5.4 WYS shall provide General Parenting Education services at  
15 the FRC and/or at other community locations, to be approved in advance and in  
16 writing by ADMINISTRATOR.

17 4.5.5 WYS shall measure progress by ensuring PARTICIPANTS  
18 complete a FaCT registration form and FaCT approved assessment tools.

19 4.5.6 WYS General Parenting Education services shall address the  
20 following PSSF service categories: FP and FS.

21 4.5.7 WYS shall provide qualified Parenting Educator staff as  
22 specified in Subparagraph 11.12 of this Exhibit.

23 4.6 Parenting Education TLFR:

24 4.6.1 WYS shall provide Parenting Education TLFR services to  
25 parents including caregivers of children ages birth to eighteen (0-18) years  
26 who are in the process of reunification. TLFR parents may include: those who  
27 are low-income; dealing with poverty issues, domestic violence, , teen parent;  
28 TLFR parents may include: those who are may be experiencing a crisis due to

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

4 4.6.2 WYS shall provide Parenting Education TLFR services for a  
5 minimum of ten (10) unduplicated PARTICIPANTS. Parenting Education TLFR  
6 services shall emphasize prevention of recurrence of maltreatment. Parenting  
7 Education TLFR topics shall include, but not be limited to the following:  
8 curriculum and psychologically based behavior principles, including  
9 consequences, emotional reactivity, pro-activity in planning child's growth  
10 process, co-parenting, modeling appropriate behaviors, limit setting and  
11 boundaries, attachment and bonding, child development expectation and  
12 milestones, behavioral management, effective praise, safety and prevention,  
13 coping skills development, self-control, alcohol and substance abuse  
14 awareness, self-esteem, parent roles, communication with adolescents, health,  
15 nutrition, and responsible behavior. Parenting Education TLFR services shall  
16 be provided in a family friendly, culturally responsive manner in English and  
17 Spanish as needed by PARTICIPANT.

18 4.6.3 WYS shall provide a minimum of one (1) Parenting Education  
19 TLFR series comprised of four (4) weekly classes. Each class session shall be  
20 a minimum of two (2) hours in duration. WYS shall provide Parenting Education  
21 TLFR services during the term of this Agreement from 8:30 a.m. to 5:00 p.m.,  
22 Monday through Friday, at dates and times convenient for PARTICIPANTS. WYS  
23 shall offer Parenting Education TLFR services at additional times based on  
24 PARTICIPANT availability.

25 4.6.4 WYS shall provide Parenting Education TLFR services at the  
26 FRC and/or at other community locations, to be approved in advance and in  
27 writing by ADMINISTRATOR.

28 4.6.5 WYS shall measure progress by ensuring PARTICIPANTS

1 complete a FaCT registration form and FaCT approved assessment tools and the  
2 FaCT Assessment and Treatment Plan, and the Termination report.

3 4.6.6 WYS Parenting Education TLFR services shall address the  
4 following PSSF service categories: TLFR.

5 4.6.7 WYS shall provide qualified Parenting Educator staff as  
6 specified in Subparagraph 11.12 of this Exhibit.

7 4.7 Parenting Education APS Workshop:

8 4.7.1 WYS shall provide Parenting Education APS Workshop  
9 services to parents including caregivers of children ages birth to eighteen  
10 (0-18) years who are at-risk for child abuse or neglect. Parents may include:  
11 those who are low income; dealing with poverty issues, domestic violence, teen  
12 parent; those who may be experiencing a crisis due to interpersonal conflicts,  
13 difficult parenting issues, challenging child needs, and/or traumatic loss  
14 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.7).

15 4.7.2 WYS shall provide Parenting Education APS Workshop  
16 services for a minimum of ten (10) unduplicated PARTICIPANTS. Parenting  
17 Education APS Workshop services shall address attachment, bonding, and  
18 traumatic loss issues. Parenting Education Workshop services topics shall  
19 include, but not be limited to the following curriculum and psychologically  
20 based behavior principles, including attachment, bonding and traumatic loss  
21 issues, consequences, emotional reactivity, pro-activity in planning child's  
22 growth process, modeling appropriate behaviors, limit setting and boundaries,  
23 attachment and bonding, child development expectation and milestones,  
24 behavioral management, effective praise, safety and prevention, coping skills  
25 development, self-control, alcohol and substance abuse awareness, self-esteem,  
26 parent roles, communication with adolescents, health, nutrition, and  
27 responsible behavior. Parenting Education Workshop services shall be provided  
28 in a family friendly, culturally responsive manner in English and Spanish as

1 needed by PARTICIPANT.

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

8 4.7.4 WYS shall provide Parenting Education APS Workshop  
9 services at the FRC and/or at other community locations, to be approved in  
10 advance and in writing by ADMINISTRATOR.

11 4.7.5 WYS shall measure progress by ensuring PARTICIPANTS  
12 complete a FaCT registration form and FaCT approved assessment tools.

13 4.7.6 WYS Parenting Education APS Workshop services shall  
14 address the following PSSF service categories: APS.

15 4.7.7 WYS shall provide qualified Parenting Educator staff as  
16 specified in Subparagraph 11.12 of this Exhibit.

17 4.8 Personal Empowerment Program:

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

26 4.8.2 IH Personal Empowerment Program services shall provide a  
27 minimum of twenty (20) unduplicated PARTICIPANTS Personal Empowerment Program  
28 is comprised of a ten (10) week educational support program to help battered

1 victims break the cycle of domestic violence through the following: education  
2 on the dynamics of domestic violence; effects of violence on victims and their  
3 children; and to help battered victims protect children who live in domestic  
4 violence homes. Topics shall include, but not be limited to, safety planning,  
5 boundaries, anger management, legal aspects of domestic violence, working  
6 through denial, and maintaining healthy relationships.

7 4.8.3 IH shall provide a minimum of twenty three (23) weeks of  
8 Personal Empowerment Program during the term of this Agreement. Each class  
9 shall be a minimum of two (2) hours in duration. IH shall provide Personal  
10 Empowerment Program services from 8:30 a.m. to 5:00 p.m., Monday through  
11 Friday, at dates and times convenient for PARTICIPANTS.

12 4.8.4 IH shall provide Personal Empowerment Program services at  
13 the FRC and/or at other community locations, to be approved in advance and in  
14 writing by ADMINISTRATOR.

15 4.8.5 IH shall measure progress by ensuring PARTICIPANTS  
16 complete a FaCT registration form and FaCT approved assessment tools.

17 4.8.6 IH Personal Empowerment Program services shall address the  
18 following PSSF service categories: FP, FS, TLFR, and APS.

19 4.8.7 IH shall provide qualified Personal Empowerment Program  
20 Instructor staff as specified in Subparagraph 11.8 of this Exhibit.

21 4.9 Community Resource Services:

22 4.9.1 Raise Foundation (RF) shall provide Community Resource  
23 Services to the following: parents and/or caregivers and their children ages  
24 birth to eighteen (0-18) years who are at risk of abuse or neglect; low -  
25 income or dealing with poverty issues (hereinafter referred to as  
26 "PARTICIPANTS" for purposes of Subparagraph 4.9).

27 4.9.2 RF shall provide Community Resource Services for a minimum  
28 of two thousand (2000) unduplicated PARTICIPANTS. Community Resource Services

1 shall include an assessment of need and referral to emergency housing,  
2 emergency food, family counseling, child care, substance abuse counseling and  
3 treatment, parenting training, utility assistance, health and mental health  
4 treatment, education and job training, legal aid, youth academic and  
5 recreation services, domestic violence, and many other services based on  
6 client needs. The FRC shall be required to partner with other County and  
7 local community resource services providers.

8 4.9.3 RF shall provide Community Resource Services Monday  
9 through Friday from 8:30 a.m. to 5:00 p.m., continuously throughout the term  
10 of this Agreement. FRC shall provide a phone messaging system to record  
11 messages during all other times.

12 4.9.4 RF shall provide Community Resource Services at FRC  
13 locations.

14 4.9.5 Raise RF shall measure progress by completing the FaCT  
15 measurement tools.

16 4.9.6 Raise RF Community Resource Services shall address the  
17 following PSSF service categories: FP, FS, TLFR, and APS.

18 4.9.7 Raise RF shall provide qualified Community Resource  
19 Services Specialist staff as specified in Subparagraph 11.5 of this Exhibit.

20 4.10 Life Skills Workshops:

21 4.10.1 CB shall provide Life Skills Workshops services to  
22 parents, foster parents, and caregivers of children ages birth to eighteen (0-  
23 18) years of age who are at risk of child abuse or neglect. Individuals may  
24 include those who are low-income, dealing with poverty issues, domestic  
25 violence, teen parent, receiving child welfare services, including families in  
26 the process of reunification or County adoption process, and/or those who may  
27 be experiencing a crisis due to interpersonal conflicts, difficult parenting  
28 issues, challenging child needs, and/or traumatic loss (hereinafter referred

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

2 4.10.2 CB shall provide Life Skills Workshops for a minimum of  
3 fifty-two (52) PARTICIPANTS. Life Skills Workshops shall include but not be  
4 limited to, self-esteem and character building, increased coping skills and  
5 family coherence, family building and bonding, children and teen issues facing  
6 youth, stress management, and impact of family trauma, child abuse and  
7 domestic violence.

8 4.10.3 CB shall provide one (1) annual Life Skills Workshops  
9 Monday through Friday during FRC operating hours, and/or other approved sites  
10 by ADMINISTRATOR on evenings as required by PARTICIPANTS, throughout the term  
11 of this Agreement. Each workshop shall be a minimum of two hours (2) in  
12 duration. CB shall provide childcare to PARTICIPANTS of the Life Skills  
13 Workshops as needed or required.

14 4.10.4 CB shall provide Life Skills Workshops at the FRC and/or  
15 at other community locations, to be approved in advance and in writing by  
16 ADMINISTRATOR.

17 4.10.5 CB shall measure progress by ensuring PARTICIPANTS  
18 complete a group services sign in sheet and the FaCT Standardized Group  
19 Services Tracking Log.

20 4.10.6 CB Life Skills Workshops shall address the following PSSF  
21 service categories: FP, FS, TLFR, and APS.

22 4.10.7 CB shall provide qualified Life Skills consultant(s) or  
23 current CB staff or partner for this service who is able to address specific  
24 Life Skills topic areas and approved in advance and in writing by  
25 ADMINISTRATOR.

26 4.11 Student Recognition Program:

27 4.11.1 Ocean View School District (Ocean View) shall provide  
28 Student Recognition Program services for at-risk, low-income children in

1 kindergarten, and grades one through five (1-5), (hereinafter referred to as  
2 "PARTICIPANTS" for purposes of Subparagraph 4.11).

3 4.11.2 Ocean View shall provide Student Recognition Program  
4 services for a minimum of one hundred and fifty (150) unduplicated  
5 PARTICIPANTS. Student Recognition Program services shall include, but not be  
6 limited to: recognition of PARTICIPANT academic achievement, citizenship, and  
7 attendance.

8 4.11.3 Ocean View shall provide Student Recognition Program  
9 services a minimum of one (1) time each trimester between the hours of 8:00  
10 a.m. to 3:00 p.m., Monday through Friday, from September through June for  
11 school year 2014-15.

12 4.11.4 Ocean View shall provide Student Recognition Program  
13 services at Oak View Elementary School located at 17241 Oak Lane, Huntington  
14 Beach, CA 92647.

15 4.11.5 Ocean View shall measure progress by completing a FaCT  
16 group services tracking form, to be approved in advance and in writing by  
17 ADMINISTRATOR.

18 4.11.6 Ocean View's Student Recognition Program services shall  
19 address the following PSSF service categories: FP, FS, TLFR, and APS.

20 4.11.7 Ocean View shall provide, at no cost to COUNTY, qualified  
21 Community Liaison staff that shall have a high school diploma or equivalent,  
22 and a minimum of one (1) year of experience working with children. Bilingual  
23 ability in Spanish is preferred.

## 24 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

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



1           5.1.2 Actively engage the community including local residents,  
2 faith-based groups, businesses, public and private organizations, civic  
3 groups, and others in the planning and implementation of services that promote  
4 the well-being, safety, and permanency of children, families and communities.

5           5.1.3 Demonstrate the ability, now and in the future, to  
6 integrate multiple public, private, and collaborative partner funding sources.

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

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

21           5.4 CONTRACTOR shall develop a Community Engagement Advisory Committee  
22 (CEAC) that shall meet a minimum of quarterly during the term of this  
23 Agreement. CEAC shall develop and advance a community agenda to affect  
24 community level change. The FRC will maintain a roster and a copy of minutes  
25 for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary,  
26 depending on the specific goals of, and the services to be provided by the  
27 FRC. The CEAC shall consist of community members such as parents, youths,  
28 teachers, school community liaisons, businesses professionals, religious

1 community leaders, law enforcement, human and health service professionals,  
2 and city representatives. CEAC shall assess, survey, and identify community  
3 strengths and needs to advocate for FRC services to meet community need on an  
4 annual basis; develop parent and youth leadership; and engage business  
5 community to provide tangible support and leadership. The FRC shall provide  
6 staff and volunteer coordination to develop and support CEAC.

7 5.5 Appropriate CONTRACTOR staff shall participate in all required  
8 training identified by ADMINISTRATOR, including, but not limited to,  
9 management information system, FRC Program Coordinator's role in the FRC, and  
10 other FRC responsibilities and activities. ADMINISTRATOR will provide  
11 CONTRACTOR with detailed information regarding meeting date(s) and  
12 location(s).

13 5.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures for  
14 reporting any special incidents that occur during CONTRACTOR's performance of  
15 duties under this Agreement, involving CONTRACTOR's staff, participants,  
16 and/or property.

17 5.7 RF shall provide a minimum of three hundred (300) hours annually to  
18 child care services at FRC location(s) to children of parents attending FRC  
19 programs Monday through Friday during FRC operating hours, and on evenings and  
20 weekends as required by participants, throughout the term of this Agreement.  
21 RF shall provide qualified Child Care Activity Leader staff as specified in  
22 Subparagraph 11.4 of this Exhibit.

## 23 6. FACILITIES

24 Administrative services under this Agreement shall be provided at:

25 Oak View Family Resource Center  
26 c/o Children's Bureau of Southern California  
27 17261 Oak Lane  
28 Huntington Beach, CA 92647

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

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

6 7. REPORTS

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

10 7.1 Family identifier;

11 7.2 Family member identifier;

12 7.3 Ethnicity;

13 7.4 Date of birth;

14 7.5 Sex;

15 7.6 Referral reason(s);

16 7.7 Services recommended;

17 7.8 Services provided;

18 7.9 Date services delivery begins;

19 7.10 Date service delivery ends;

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

22 7.12 Primary language spoken;

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

24 and,

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

26 7.15 Reports shall be prepared in a format approved in writing by  
27 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and  
28 Social Services Agency (SSA) Contract Administrator by the twentieth (20th)

1 day of each month for the preceding month of services.

2 7.16 CONTRACTOR shall complete registration forms and attendance sheets  
3 for every service delivered to participant(s) unless specifically exempted by  
4 ADMINISTRATOR.

5 7.17 CONTRACTOR shall complete the FaCT standardized Marketing Outreach  
6 Log and CEAC Data Form and shall submit to ADMINISTRATOR quarterly, ten (10)  
7 calendar days following the end of each quarter.

8 7.18 CONTRACTOR shall provide information deemed necessary by  
9 ADMINISTRATOR to complete any state-required reports related to the services  
10 provided under this Agreement.

#### 11 8. UTILIZATION REVIEW

12 8.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's request  
13 at CONTRACTOR's facility identified in Paragraph 6 of this Exhibit A, to  
14 review and evaluate a random selection of PARTICIPANT case records. The  
15 review shall include, but is not limited to, an evaluation of the necessity  
16 and appropriateness of services provided and length of services. PARTICIPANT  
17 cases to be reviewed shall be randomly selected by ADMINISTRATOR.

18 8.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve  
19 differences of opinion regarding the necessity and appropriateness of services  
20 and length of services, the dispute shall be submitted to COUNTY's Director of  
21 Children and Family Services for final resolution.

#### 22 9. SUSTAINABILITY

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

26 9.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order to  
27 pursue long-term sustainability of CONTRACTOR's FaCT collaborative programs.  
28 This includes, but is not limited to, participation in the following:

1 9.1.1 Assessment of long-term need for and reasonableness of  
2 FaCT collaborative programs;

3 9.1.2 Training programs developed by or for FaCT;

4 9.1.3 Outreach activities initiated by FaCT staff or FaCT  
5 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

6 9.1.4 Research of other public/private funding sources and  
7 opportunities;

8 9.1.5 Pursuit of linkages with other partners, as appropriate;  
9 and,

10 9.1.6 Development of marketing and community education materials  
11 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

12 9.2 CONTRACTOR agrees to cooperate in these efforts, as well as  
13 independently pursue opportunities to improve sustainability of their  
14 collaborative program. Independent activities may include activities  
15 identified above as well as grant writing, and engaging in collaborative  
16 agreements with other integrated service initiatives.

17 9.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain  
18 CONTRACTOR's FaCT collaborative program by including written progress reports  
19 in FaCT measurement tools reports.

## 20 10. BUDGET

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

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

#### 24 LINE ITEMS:

Maximum

Hourly Annual

#### 25 SALARIES:

FTE <sup>(1)</sup>

Rate <sup>(2)</sup>

Budget

#### 26 Children's Bureau of Southern California (CB):

27 FRC Coordinator/Supervisor (Admin.)(Service 1.0 \$26.51 \$ 55,141  
28

1	4.1)			
2	Family Advocate (Services 4.1 and 4.4)	1.0	17.81	37,045
3	Program Manager (Admin)	0.052	36.34	<u>3,930</u>
4	SUBTOTAL CB SALARIES:			\$ 96,116
5	CB Benefits (25%) <sup>(3)</sup>			<u>24,029</u>
6	SUBTOTAL CB SALARIES AND BENEFITS:			\$120,145
7				
8	<u>Raise Foundation (RF):</u>			
9	Community Resource Specialist (Service 4.9)	1.0	\$15.30	\$ 31,512
10	Supervisor (Admin)	0.025	21.00	1,092
11	Accountant/Bookkeeper (Admin)	0.025	20.00	<u>1,040</u>
12	SUBTOTAL RF SALARIES:			\$ 33,644
13	RF Benefits (20%) <sup>(3)</sup>			<u>6,728</u>
14	SUBTOTAL RF SALARIES AND BENEFITS:			\$ 40,372
15	<u>Interval House (IH):</u>			
16	Personal Empowerment Program Instructor			
17	(Service 4.8) <sup>(10)</sup>	239 hours	\$20.75	\$ 4,960
18	SUBTOTAL IH SALARIES:			\$ 4,960
19	IH Benefits (18%) <sup>(3)</sup>			<u>893</u>
20	SUBTOTAL IH SALARIES AND BENEFITS:			\$ 5,853
21	<u>Western Youth Services (WYS):</u>			
22	Program Director (Admin)	0.0125	\$36.22	\$ 942
23	Program Coordinator (Service 4.1)	0.10	34.35	7,144
24	Bilingual Counselor (Services 4.2 - 4.3)	0.20	24.76	10,300
25	Parenting Educator (Services 4.5 - 4.7)	0.03654	24.76	<u>1,882</u>
26	SUBTOTAL WYS SALARIES			\$ 20,268
27	WYS Benefits (21%) <sup>(3)</sup>			<u>4,256</u>
28				

1	SUBTOTAL WYS SALARIES AND BENEFITS:	\$ 24,524
2	SUBTOTAL ALL SALARIES AND BENEFITS:	\$190,894
3	<u>SERVICES AND SUPPLIES:</u>	
4	CB - Courier/Postage Expenses	\$ 50
5	CB - Administrative Office Expenses	1,000
6	CB - Program Expenses	986
7	CB - Emergency Assistance Expenses <sup>(11)</sup>	1,000
8	CB - Life Skills Expenses <sup>(7)</sup>	1,343
9	CB - CEAC Meeting Training Expenses	1,000
10	RF - Administrative Office Expenses	600
11	RF - Program Expenses	1,153
12	RF - Childcare <sup>(8)</sup>	4,000
13	IH - Program Expenses	147
14	Ocean View School District (OVSD) Student Recognition Program	
15	(Service 4.11) <sup>(9)</sup>	1,000
16	WYS - Program Expenses	<u>737</u>
17	SUBTOTAL SERVICES AND SUPPLIES:	\$ 13,016
18	<u>OPERATING EXPENSES:</u>	
19	CB - Janitorial	\$ 101
20	CB - Equipment Lease/Rental	1,000
21	CB - Computers/Printers/Fax	850
22	CB - Computer and Equipment Maintenance	400
23	CB - Insurance	300
24	CB - Training	60
25	CB - Recruitment and Retention	50
26	CB - Phone/DSL/Internet	3,500
27	CB - Mileage/Parking <sup>(4 &amp; 5)</sup>	1,500

1	RF - Insurance	300
2	RF - Telephone/DSL/Internet/Technical Support	200
3	RF - Training	100
4	RF - Mileage <sup>(4 &amp; 5)</sup>	500
5	RF - Janitorial	100
6	WYS - Mileage <sup>(4 &amp; 5)</sup>	300
7	WYS - Audit	105
8	WYS - Insurance	170
9	WYS - Office Expense	332
10	WYS - Training Expenses	<u>100</u>
11	SUBTOTAL Operating Expenses:	\$ 9,968
12	<u>INDIRECT COSTS</u> <sup>(6)</sup> :	
13	CB - Indirect Costs	\$ 3,266
14	RF - Indirect Costs	1,675
15	WYS - Indirect Costs	<u>1,181</u>
16	SUBTOTAL INDIRECT COSTS:	\$ 6,122
17	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES,	
18	OPERATING EXPENSES, AND INDIRECT COSTS:	\$220,000

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

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

28           <sup>(3)</sup> Medical, long-term disability, retirement, pension, employee



1 assistance, FICA, SUI, Workers' Compensation and vacation accrual.

2 <sup>(4)</sup> Mileage is limited to the amount allowed by IRS.

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

10 <sup>(6)</sup> CB indirect costs include accounting, contract management and payroll  
11 costs, human resource department costs, administrative costs such as  
12 marketing, insurance, audits, depreciation, and maintenance not covered above.  
13 These are costs which may be incurred for common or joint objectives and  
14 cannot be readily identified with a particular final cost objective.

15 RF indirect costs include overhead and/or independent audit expenses.

16 WYS indirect costs include dues, subscriptions, business licenses,  
17 utilities, copy machine lease, recruitment expenses, training, IT maintenance,  
18 office supplies and allocated administration overhead.

19 <sup>(7)</sup> Life Skills allowable costs shall include expenses directly related  
20 to the provision of Life Skills services.

21 <sup>(8)</sup> RF shall use this funding only for child care services as described  
22 herein. Maximum hourly salary shall be eleven dollars and fifty cents  
23 (\$11.50); no benefits are included in the hourly salary rate. A minimum of  
24 three-hundred (300) childcare hours shall be provided annually. Monthly  
25 reimbursement is based on actual hours worked. Allowable costs directly  
26 related to the provision of child care services include direct child care  
27 services, activities and educational games, the purchase of supplies and  
28 snacks, and the set-up and clean-up of child care space. All purchases for

1 child care related supplies must be requested in advance and in writing for  
2 approval by ADMINISTRATOR.

3 <sup>(9)</sup> Ocean View School District's Student Recognition Program expenses  
4 shall consist of the following: Student incentives for academic performance  
5 (e.g., certificates, t-shirts, gift certificates).

6 <sup>(10)</sup> IH's Personal Empowerment Program instructor staff shall provide a  
7 minimum of two hundred thirty-nine (239) hours annually throughout the term of  
8 this Agreement. Monthly reimbursement is based on actual hours worked.

9 <sup>(11)</sup> CB shall use EA funds to meet basic needs of clients in support of  
10 services as described herein. Allowable costs include emergency food,  
11 emergency clothing, diapers, medicine, bus tickets to access services, safety  
12 items, one-time rent payment assistance, and one-time utility payment  
13 assistance. Other allowable costs are to be approved in advance and in  
14 writing by ADMINISTRATOR. All purchases for EA funds in excess of one hundred  
15 (100) dollars per client must be requested in advance and in writing for  
16 approval by ADMINISTRATOR. CONTRACTOR shall research available community  
17 resources options prior to approving expenditures.

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

27 11. STAFF

28 CB shall provide the following described staff positions:

1           11.1 FRC Coordinator:

2           11.1.1 Duties: Perform a variety of administrative functions;  
3 coordinate service providers; supervise FRC staff including DR staff; oversee  
4 day-to-day FRC operations; compile statistical and financial data for various  
5 reports; oversee data entry, data collection, and Vista Share reports;  
6 facilitate CEAC community involvement; coordinate governance and policy  
7 procedure development; coordinate staff training opportunities; prepare and  
8 monitor program budget; market FRC services within the community; initiate and  
9 provide outreach to new partners and service providers; respond to public  
10 inquires on FRC services, procedures, operations, and regulations; facilitate  
11 FRC and staff meetings; complete all required documentation; attend all  
12 required meetings and trainings; and perform related duties as assigned.

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

24           11.2 Family Advocate:

25           11.2.1 Duties: Assess needs and assist families in crisis to  
26 access resources to meet those needs, including court ordered families to  
27 facilitate family reunification; coordinate information for PARTICIPANT  
28 referrals; participate in Comprehensive Case Management Team meetings; follow

1 up on PARTICIPANT's progress; help alleviate barriers to accessing services;  
2 compile and maintain records; prepare reports; collect and input data into  
3 FaCT database; and attend all required meetings and trainings.

4 11.2.2 Qualifications: Bachelor's degree in human services or  
5 related field from an accredited university; knowledge of the child welfare  
6 system, and two (2) years of experience working directly with families in  
7 crisis and the community is preferred. A minimum of three (3) years of  
8 experience may substitute for the required Bachelor's degree and two (2) years  
9 of experience. Bilingual in English/Spanish and proficiency in English is  
10 required.

11 11.3 Program Manager:

12 11.3.1 Duties: Supervise FRC Coordinator and FRC projects;  
13 integrate new and existing FRC programs; collaborate with FaCT staff; attend  
14 FaCT committee meetings and forums, and local and regional FRC platform  
15 advocacy.

16 11.3.2 Qualifications: Master's degree in health and human  
17 services or public administration; three (3) years business or non-profit  
18 management experience; two years (2) supervision experience; excellent  
19 speaking and writing skills; ability to facilitate meetings; excellent  
20 organizational skills; program design, planning, development, implementation,  
21 and grant management experience. Bilingual English/Spanish preferred.  
22 Proficiency in English is required.

23 11.4 Child Care Provider:

24 11.4.1 Duties: Provide child care activities at the FRC to  
25 children of PARTICIPANTS attending FRC services; communicate with FRC  
26 coordinator and Program Coordinator; attend all required meetings and  
27 trainings; and complete required documents.

28 11.4.2 Qualifications: High school diploma or one (1) year of

1 child care experience, including working with infants; ability to deal with  
2 stressful situations; and be creative and energetic. Bilingual in  
3 English/Spanish and proficiency in English is preferred.

4 RF shall provide the following described staff positions:

5 11.5 Community Resource Services Specialist:

6 11.5.1 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 data; promote FRC program  
10 services; assist in evaluation of PARTICIPANT needs; represent FRC at  
11 community events; maintain required documentation; collect and input data into  
12 FaCT database.

13 11.5.2 Qualifications: High school diploma or equivalent GED;  
14 knowledge and understanding of services provided at the FRC; ability to relate  
15 well to individuals from diverse backgrounds, cultures, varied income levels,  
16 and educational levels. Bilingual in English/Spanish or English/Vietnamese  
17 and proficiency in English is required.

18 11.6 Supervisor:

19 11.6.1 Duties: Provide oversight and supervision of FaCT-related  
20 staff including RF accounting department staff to insure accurate and timely  
21 FaCT billing and invoice submission to the designated fiscal agency; maintain  
22 complete and accurate financial records and outcome measurement data for the  
23 Community Resource Services Specialist; attend Collaborative Partner meetings  
24 and act as liaison between FRC partners

25 11.6.2 Qualifications: Master's degree preferred; minimum  
26 Bachelor's degree in Social Work or related field; three (3) to five (5) years  
27 experience in management and supervision; experience in budgeting, program  
28 planning and related administrative responsibilities; excellent oral and

1 written skills; proficiency in English required.

2 11.7 Accountant/Bookkeeper:

3 11.7.1 Duties: Provide invoices to the designated fiscal agency  
4 in a timely manner; document expenditures for audit purposes; provide  
5 financial reports as requested by COUNTY or lead fiscal agency.

6 11.7.2 Qualifications: Bachelor's degree in accounting or other  
7 business/finance related degree program with significant coursework in  
8 accounting and two years experience as an accountant.

9 IH shall provide the following described staff positions:

10 11.8 Personal Empowerment Program Instructor:

11 11.8.1 Duties: Provide Personal Empowerment Program educational  
12 support to victims to break the cycle of domestic violence by increasing  
13 knowledge of the dynamics of domestic violence, effect of violence on victims  
14 and their children, and to help battered victims protect children who live in  
15 violent homes; increase family functioning by teaching coping skills and  
16 prevention of recurrence of maltreatment; providing emotional support,  
17 stabilize immediate crisis; developing goals for the family; monitor  
18 attendance and participation; provide written report(s); compile and maintain  
19 records; collect and input data into FaCT database; and attend all required  
20 meetings and trainings.

21 11.8.2 Qualifications: Minimum two (2) years of experience  
22 working with domestic violence families; forty (40) hours of Domestic Violence  
23 Prevention training; eight (8) hours of Child Abuse Prevention and Reporting  
24 Training; completion of Personal Empowerment Program Training. A valid  
25 Domestic Violence Advocate Certificate is required. Bilingual in  
26 English/Spanish or English/Vietnamese preferred.

27 WYS shall provide the following described staff positions:

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1           11.9 Program Director:

2           11.9.1 Duties: Clinically supervise and oversee administration  
3 of all WYS services contracted with FaCT; Bilingual Counselor and Parent  
4 Educator and other FaCT contracted staff; oversee and monitor client files to  
5 ensure appropriate documentation is completed; ensure accuracy of data into  
6 FaCT database; complete required reports and documentation and attend all  
7 required meetings and trainings.

8           11.9.2 Qualifications: Experience in administration of mental  
9 health services and multidisciplinary mental health services; providing  
10 direction/leadership to mental health team; interfacing with allied  
11 professionals and County and School District staff; extensive working  
12 knowledge of clinical standards of Child Abuse Registry (CAR) and program  
13 development. Minimum two (2) years post licensure; current California  
14 Licensure as Licensed Clinical Social Worker (LCSW), Marriage and Family  
15 Therapist (MFT), or Psychologist. Abide by ethical standards promoted by the  
16 professional association to which the Program Director entitles him/her to  
17 belong.

18           11.10 Program Coordinator

19           11.10.1 Duties: Provide weekly individual and group supervision  
20 to Counselor and Parent Educator; track contract requirements to ensure  
21 adherence; legally responsible for ensuring the team and/or staff members  
22 follow up on all mandated reporting requirements; check attendance of required  
23 Comprehensive Case Management Team; ensure confidentiality and/or release  
24 forms are signed and maintained; possess a thorough understanding of the laws  
25 of confidentiality, child, elder, and dependent adult abuse reporting;  
26 facilitate weekly Comprehensive Case Management Team cases including a  
27 thorough assessment of needs, treatment plan, follow up plan, and termination;  
28 document and maintain case management team records; collect and input data

1 into the FaCT database; and attend all required meetings and trainings.

2 11.10.2 Qualifications: Licensed or license-eligible (registered  
3 with the Board of Behavioral Science [BBS] and assigned an intern number or an  
4 Associate Clinical Social Worker [ACSW] number) clinician such as a LCSW,  
5 Marriage and Family Therapist MFT, or Licensed Clinical Psychologist.

6 11.11 Bilingual Counselor:

7 11.11.1 Duties: Provide individual, family, group, and crisis  
8 counseling services for children, parents, and/or caregivers who are  
9 experiencing a crisis due to interpersonal conflicts, family crisis, difficult  
10 parenting issues, challenging child needs, and/or traumatic loss; provide  
11 emotional support; stabilize immediate crisis; develop goals for the family;  
12 maintain records; prepare reports; collect and input data into FaCT database;  
13 and attend all required meetings and trainings.

14 11.11.2 Qualifications: Licensed clinician or a qualified  
15 professional, including student trainee and interns enrolled in an accredited  
16 graduate program under clinical supervision. Bilingual in English/Spanish or  
17 English/Vietnamese and proficiency in English is required.

18 11.12 Parenting Educator:

19 11.12.1 Duties: Provide Parenting Education classes and workshops  
20 for child development, behavior management, coping skills, prevention of  
21 recurrence of maltreatment and attachment, bonding, and traumatic loss,  
22 improve parenting skills and family functioning; monitor attendance and  
23 participation; provide written reports; administer FaCT approved pre/post-  
24 tests; compile and maintain records; collect and input data into FaCT  
25 database; and attend all required meetings and trainings.

26 11.12.2 Qualifications: Twelve (12) units of college education in  
27 child development, psychology, sociology, social work, or a related field; one  
28 (1) year of experience working in the human services field; and one (1) year



1 of experience working with public speaking or teaching. Bilingual in  
2 English/Spanish and proficiency in English is required.

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