

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 ~~THE~~ 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, ~~2011~~ 2014, which date
18 is particularized for purpose of reference only, is by and between the COUNTY
19 OF ORANGE, hereinafter referred to as "COUNTY," and Children's Bureau of
20 Southern California, a California non-profit corporation; Ocean View School
21 District, a California public educational institution; ~~The~~ Raise Foundation, a
22 California non-profit corporation; Western Youth Services a California non-
23 profit corporation; and Interval House, a California non-profit corporation,
24 hereinafter collectively referred to as "OAK VIEW FAMILY RESOURCE CENTER" or
25 "CONTRACTOR." Children's Bureau of Southern California, Ocean View School
26 District, ~~The~~ Raise Foundation, Western Youth Services, and Interval House,
27 ~~shall~~ may each also be referred to individually as "Contractor Partner Agency"
28 or collectively as "Contractor Partner Agencies." This Agreement shall be

1 administered by the County of Orange Social Services Agency Director or
2 designee, hereinafter 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 ~~to provide~~ for the
16 ~~provision of~~ 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; ~~and~~

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:

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1 1. TERM

2 The term of this Agreement shall commence on July 1, ~~2011~~ 2014, and
3 terminate on June 30, ~~2014~~ 2015, unless earlier terminated pursuant to the
4 provisions of Paragraph 43 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to, obligations with respect to indemnification,
7 audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually
8 agree in writing to extend the term of this Agreement, for up to twelve (12)
9 additional months upon the same terms and conditions, provided that COUNTY's
10 maximum obligation as stated in Subparagraph 20.1 of this Agreement does not
11 increase as a result.

12 2. ALTERATION OF TERMS

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

20 3. STATUS OF CONTRACTOR

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

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

4. 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.

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 ~~f~~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 ~~f~~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 \$1025,000 or less:

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

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

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

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

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

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

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

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

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

28 7.1.3 A detailed statement indicating the relationship of

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

4 7.2 Change in Form of Business Organization:

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

12 7.3 Real Property Disclosure:

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

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

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

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

26 7.3.3.1 The term duration of any rental, lease or 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-~~8880~~8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

26 Sacramento, CA 94244-2430

27 Federal Civil Rights Contact:

28 U.S. Department of Health and Human Services

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

9. NOTICES

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

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

CONTRACTOR: 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 AND ~~INSURANCE~~

11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in

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

13 12. INSURANCE

14 12.1 Prior to the provision of services under this Agreement, 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 ~~self-insured retentions~~ SIR or deductible in an amount
28 in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be

1 approved by the 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); The 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 ~~the~~ 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, ~~per year for an aggregate total of \$660,000 for three years~~, or actual
15 allowable costs, whichever is less.

16 20.2 Allowable Costs:

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

24 ~~20.1 Advance Payment:~~

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

1 such justification as ADMINISTRATOR may require. ADMINISTRATOR may, in its
2 sole discretion, deduct any such advances from any one or more payments owed
3 to CONTRACTOR prior to March 31, 2012 and 2013. If, at the conclusion of this
4 Agreement, there is a balance owing COUNTY, CONTRACTOR shall immediately
5 refund said monies to COUNTY

6 20.2 Claims:

7 20.2.1 CONTRACTOR shall submit monthly reimbursement claims to be
8 received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
9 the month for expenses incurred in the preceding month. In the event the
10 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
11 shall submit the claim the next business day. COUNTY holidays include New
12 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
13 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,
14 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

15 20.2.2 All reimbursement claims must be submitted on a form
16 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
17 supporting source documents with the monthly claim, including, inter alia, a
18 monthly statement of services, general ledgers, supporting journals, time
19 sheets, invoices, canceled checks, receipts, and receiving records, some of
20 which may be required to be copied. Source documents that CONTRACTOR must
21 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-
22 Controller. CONTRACTOR shall retain all financial records in accordance with
23 Paragraph 25 (Records, Inspections, and Audits) of this Agreement.

24 ~~20.2.3 CONTRACTOR acknowledges that the amount of reimbursement~~
25 ~~on a claim received by ADMINISTRATOR after the twentieth (20th) calendar day of~~
26 ~~the month shall be reduced, in accordance with the following table:~~

27 1 to 30 calendar days late	10% reduction of claim amount to be paid
28 31 to 60 calendar days late	20% reduction of claim amount to be paid

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

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

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

20.2.5 Final Claims/Settlement:

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

~~20.2.5.2 Final claims for the term of July 1, 2012 through June 30, 2013, must be received no later than August 30, 2013 at 5:00 p.m.~~

~~20.2.5.3 Final claims for the term of July 1, 2013 through June 30, 2014, must be received no later than August 30, 2014 at 5:00 p.m.~~

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

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

1 herein shall be construed as limiting the remedies of the COUNTY in the event
2 an overpayment has been made.

3 21. OVERPAYMENTS

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

17 22. OUTSTANDING DEBT

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

21 23. FINAL REPORT

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

27 24. INDEPENDENT AUDIT

28 24.1 CONTRACTOR shall employ a licensed certified public accountant who

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

9 24.2 It is mutually understood that CONTRACTOR's organization-wide audit
10 covers fiscal years beginning July 1 and ending June 30. CONTRACTOR agrees to
11 provide ADMINISTRATOR with a copy of its organization-wide audit for the
12 period July 1, 2011 2014, through June 30, 2012 2015, by October December 30,
13 2012 2015. ~~CONTRACTOR further agrees to provide ADMINISTRATOR with copies of~~
14 ~~its organization wide audit for the period July 1, 2013, through June 30,~~
15 ~~2014, by October 30, 2014~~ Failure to provide a copy of the organization-wide
16 audit, for the period July 1, 2011 2014, through June 30, 2014 2015, shall be
17 sufficient cause for ADMINISTRATOR, in its sole discretion, to deny payment
18 under this or any subsequent Agreement with CONTRACTOR until such time as the
19 required audits is provided to ADMINISTRATOR. ADMINISTRATOR may, in its sole
20 discretion, modify the date upon which the organization-wide audit must be
21 received, upon notice to 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 25.4 Inspections and Audits:

1 25.4.1 The U.S. Department of Health and Human Services
2 Comptroller General of the United States, Director of CDSS, State Auditor-
3 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
4 Department, or any of their authorized representatives, shall have access to
5 any books, documents, papers and records, including medical records, of
6 CONTRACTOR which any of them may determine to be pertinent to this Agreement
7 for the purpose of financial monitoring. Further, all the above mentioned
8 persons have the right at all reasonable times to inspect or otherwise
9 evaluate the work performed or being performed under this Agreement and the
10 premises in which it is being performed.

11 25.4.2 CONTRACTOR shall make available its books and financial
12 records within the borders of Orange County within ten (10) days after receipt
13 of written demand by ADMINISTRATOR.

14 25.4.3 In the event CONTRACTOR does not make available its books
15 and financial records within the borders of Orange County, CONTRACTOR agrees
16 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
17 designee, necessary to obtain CONTRACTOR's books and financial records.

18 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
19 liability to the State or Federal government or any agency thereof resulting
20 from any disallowances or other audit exceptions to the extent that such
21 liability is attributable to CONTRACTOR's failure to perform under this
22 Agreement.

23 25.5 Evaluation Studies:

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

27 26. PERSONNEL DISCLOSURE

28 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of

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

5 26.1.1 Names of all full or part-time personnel by title,
6 including volunteer personnel, whose direct services are required to provide
7 the programs described herein;

8 26.1.2 A brief description of the functions of each position and
9 the hours each person works each week; or for part-time personnel, each day or
10 month, as appropriate;

11 26.1.3 The professional degree, if applicable, and experience
12 required for each position; and

13 26.1.4 The language skill, if applicable, for all personnel.

14 26.2 CONTRACTOR's employment applications shall require applicants to
15 provide detailed information regarding the conviction of a crime by any court,
16 for offenses other than minor traffic offenses. Information not disclosed in
17 the employment application discovered subsequent to the hiring or promotion of
18 any applicant shall be cause for termination of that employee from the
19 performance of services under this Agreement.

20 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
21 COUNTY, criminal record background checks on all employees and/or volunteers
22 who will provide services under this Agreement.

23 26.4 CONTRACTOR warrants that all persons employed or otherwise assigned
24 by CONTRACTOR to provide services under this Agreement have satisfactory past
25 work records and/or reference checks indicating their ability to perform the
26 required duties and accept the kind of responsibility anticipated under this
27 Agreement. CONTRACTOR shall maintain records of background investigations and
28 reference checks undertaken and coordinated by CONTRACTOR for each employee

1 and/or volunteer assigned to provide services under this Agreement for a
2 minimum of five (5) years from the date of final payment under this Agreement
3 or until all pending COUNTY, State and Federal audits are completed, whichever
4 is later, in compliance with all applicable laws.

5 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
6 arrest and/or subsequent conviction, for offenses other than minor traffic
7 offenses, of any paid employee and/or volunteer staff performing services
8 under this Agreement, when such information becomes known to CONTRACTOR.
9 ADMINISTRATOR, in its sole discretion, may determine whether such employee
10 and/or volunteer may continue to provide services under this Agreement and
11 shall provide notice of such determination to CONTRACTOR in writing.
12 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
13 material breach of this Agreement, pursuant to Paragraph 18 above.

14 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
15 staff performing work hereunder and any proposed changes in CONTRACTOR's
16 staff, ~~including, but not limited to, CONTRACTOR's Program Director.~~

17 26.7 COUNTY shall have the right, at its sole discretion, to require
18 CONTRACTOR to remove any employee from the performance of services under this
19 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
20 said personnel.

21 26.8 CONTRACTOR shall notify COUNTY immediately when staff is terminated
22 for cause from working on this Agreement.

23 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
24 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
25 work in accordance with the terms and conditions of this Agreement.

26 27. EMPLOYMENT ELIGIBILITY VERIFICATION

27 As applicable, CONTRACTOR warrants that it fully complies with all
28 Federal and State statutes and regulations regarding the employment of aliens

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

16 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

- 20 (a) in the case of an individual contractor, his/her name, date of
21 birth, Social Security number, and residence address;
- 22 (b) in the case of a contractor doing business in a form other than as
23 an individual, the name, date of birth, Social Security number,
24 and residence address of each individual who owns an interest of
25 ten (10) percent or more in the contracting entity;
- 26 (c) a certification that CONTRACTOR has fully complied with all
27 applicable Federal and State reporting requirements regarding its
28 employees; and

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

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

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

14 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

27 CONTRACTOR shall notify and provide to its employees, a fact sheet
28 regarding the Safely Surrendered Baby Law, its implementation in Orange

1 County, and where and how to safely surrender a baby. The fact sheet is
2 available on the Internet at www.babysafe.ca.gov for printing purposes. The
3 information shall be posted in all reception areas where clients are served.

4 31. CONFIDENTIALITY

5 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
6 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
7 and all other provisions of law, and regulations promulgated thereunder
8 relating to privacy and confidentiality, as each may now exist or be hereafter
9 amended.

10 31.2 All records and information concerning any and all persons referred
11 to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept
12 confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
13 volunteers. CONTRACTOR shall require all of its employees, agents,
14 subcontractors and volunteer staff who may provide services for CONTRACTOR
15 under this Agreement to sign an agreement with CONTRACTOR before commencing
16 the provision of any such services, to maintain the confidentiality of any and
17 all materials and information with which they may come into contact, or the
18 identities or any identifying characteristics or information with respect to
19 any and all participants referred to CONTRACTOR by COUNTY, except as may be
20 required to provide services under this Agreement or to those specified in
21 this Agreement as having the capacity to audit CONTRACTOR, and as to the
22 latter, only during such audit. CONTRACTOR shall comply with any audits
23 specified in Paragraph 25, provide reports and any other information required
24 by COUNTY in the administration of this Agreement, and as otherwise permitted
25 by law.

26 31.3 CONTRACTOR shall inform all of its employees, agents,
27 subcontractors, volunteers and partners of this provision and that any person
28 knowingly and intentionally violating the provisions of said State law may be

1 guilty of a crime.

2 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
3 be subject to the confidentiality requirements of this Agreement.

4 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
5 with respect to Juvenile Court matters, in accordance with ~~Welfare and~~
6 ~~Institutions Code~~ WIC Section 827, all applicable statutes, caselaw, and
7 Orange County Juvenile Court Policy regarding Confidentiality, as it now
8 exists or may hereafter be amended.

9 31.6 No access, disclosure or release of information regarding a child
10 who is the subject of Juvenile Court proceedings shall be permitted except as
11 authorized. If authorization is in doubt, no such information shall be
12 released without the written approval of a Judge of the Juvenile Court.

13 31.7 CONTRACTOR must receive prior written approval of the Juvenile
14 Court before allowing any child to be interviewed, photographed or recorded by
15 any publication or organization or to appear on any radio, television or
16 Internet broadcast or make any other public appearance. Such approval shall
17 be requested through child's Social Worker.

18 31.8 Attorney Client Confidentiality Requirements: In the event
19 CONTRACTOR Contractor Partner Agency is a legal assistance provider, nothing
20 in this Agreement shall allow COUNTY or the State of California to engage in
21 any conduct that would impair the attorney-client relationship between
22 CONTRACTOR and its clients, as that relationship is customarily defined in the
23 legal community; and, in particular, nothing herein shall require CONTRACTOR
24 to reveal attorney-client privileged information, nor allow COUNTY or the
25 State to interfere with any other legal and ethical duties CONTRACTOR owes to
26 its clients. To the extent COUNTY, in fulfilling its contractual obligations
27 and/or its obligations under State or Federal law, finds it necessary to
28 examine documents or files prepared by CONTRACTOR in the course of its

1 confidential relationships with its clients, CONTRACTOR may delete information
2 which would identify clients from such documents or files before they are
3 examined by COUNTY

4 32. COPYRIGHT ACCESS

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

9 33. WAIVER

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

18 34. PETTY CASH

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

21 35. PUBLICITY

22 35.1 Information and solicitations, prepared and released by CONTRACTOR,
23 concerning the services provided under this Agreement shall state that the
24 program, wholly or in part, is funded through COUNTY, State and Federal
25 government funds.

26 35.2 CONTRACTOR shall not disclose any details in connection with this
27 Agreement to any person or entity except as may be otherwise provided
28 hereunder or required by law. However, in recognizing CONTRACTOR's need to

1 identify its services and related clients to sustain itself, COUNTY shall not
2 inhibit CONTRACTOR from publishing its role under this Agreement within the
3 following conditions:

4 35.2.1 CONTRACTOR shall develop all publicity material in a
5 professional manner; and

6 35.2.2 During the term of this Agreement, CONTRACTOR shall not,
7 and shall not authorize another to, publish or disseminate any commercial
8 advertisements, press releases, feature articles, or other materials using the
9 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
10 unreasonably withhold written consent.

11 36. COUNTY RESPONSIBILITIES

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

14 37. REFERRALS

15 37.1 CONTRACTOR shall provide services to individuals referred by
16 ADMINISTRATOR.

17 38. REPORTS

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

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

26 39. ENERGY EFFICIENCY STANDARDS

27 As applicable, CONTRACTOR shall comply with the mandatory standards and
28 policies relating to energy efficiency in the State Energy Conservation Plan

1 (Title 24, CCR).

2 40. ENVIRONMENTAL PROTECTION STANDARDS

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

9 40.1 No facility to be utilized in the performance of the proposed grant
10 has been listed on the EPA List of Violating Facilities;

11 40.2 It will notify COUNTY prior to award of the receipt of any
12 communication from the Director, Office of Federal Activities, U.S. EPA,
13 indicating that a facility to be utilized for the grant is under consideration
14 to be listed on the EPA List of Violating Facilities; and

15 40.3 It will notify COUNTY and the EPA about any known violation of the
16 above laws and regulations.

17 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
18 FEDERAL TRANSACTIONS

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

26 A. The definitions and prohibitions contained in the clause at
27 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
28 Certain Federal Transactions, included in this solicitation, are hereby

1 incorporated by reference in paragraph (B) of this certification.

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

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

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

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

24 C. Submission of this certification and disclosure is a
25 prerequisite for making or entering into this Agreement imposed by Section
26 1352, Title 31, USC. Any person who makes an expenditure prohibited under
27 this provision or who fails to file or amend the disclosure form to be filed
28 or amended by this provision, shall be subject to a civil penalty of not less

1 than \$10,000, and not more than \$100,000, for each such failure.

2 42. POLITICAL ACTIVITY

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

6 43. TERMINATION PROVISIONS

7 43.1 ADMINISTRATOR may terminate this Agreement without penalty
8 immediately with cause or after thirty (30) days written notice without cause,
9 unless otherwise specified. Notice shall be deemed served on the date of
10 mailing. Cause shall be defined as any breach of contract, any
11 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
12 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
13 all further obligations under this Agreement.

14 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to cooperate
15 with ADMINISTRATOR in the orderly transfer of service responsibilities, active
16 case records, and pertinent documents.

17 43.3 The obligations of COUNTY under this Agreement are contingent upon
18 the availability of Federal and/or State funds, as applicable, for the
19 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
20 for the services hereunder in the budget approved by the Orange County Board
21 of Supervisors each fiscal year this Agreement remains in effect or operation.
22 In the event that such funding is terminated or reduced, ADMINISTRATOR may
23 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
24 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
25 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
26 notification of such determination. CONTRACTOR shall immediately comply with
27 ADMINISTRATOR's decision.

28 43.4 If any provision of this Agreement or the application thereof is

1 held invalid, the remainder of this Agreement shall not be affected thereby.

2 44. GOVERNING LAW AND VENUE

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

12 45. SIGNATURE IN COUNTERPARTS

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

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

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: _____

13
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

17
18
19 By: _____
20 SUSAN NOVAK
21 Clerk of the Board of
Supervisors
Orange County, California

Dated: _____

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

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

1 including such activities as pre- and post-adoptive services designed to
2 expedite the adoption process and support adoptive families. APS services
3 should comprise approximately twenty (20) percent of the budget for total
4 services. ~~FACT-funded services~~ Services must address a minimum of one (1) of
5 the PSSF outcomes for each contracted service (as specified in Subparagraph
6 2.2 below).

7 2.2 ~~FACT-funded services~~ Services must meet a minimum of one (1) of the
8 following PSSF outcomes for each contracted service:

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

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

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

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

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

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

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

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

26 3. HOURS OF OPERATION

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

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

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

12 4. SERVICES

13 4.1 Comprehensive Case Management Team (CMT):

14 4.1.1 The Comprehensive Case Management Team consists of an
15 integrated multidisciplinary team comprised of three (3) or more persons
16 trained and qualified to provide services. The Comprehensive Case Management
17 Team is responsible for identifying the educational, health, or social service
18 needs of a child and child's family and for developing a plan to address these
19 needs as identified in WIC section 18986.40. In addition to the participation
20 of the FRC partner agencies, local Miscellaneous Order Number 534.3 specifies
21 that multidisciplinary services team composition include at least two (2)
22 members from the following: Orange County Probation Department, Orange County
23 Health Care Agency, Orange County Department of Education, Regional Center of
24 Orange County, North Orange County Regional Occupational Program, and Orange
25 County Social Services Agency. ~~Western Youth Services (WYS) shall provide~~
26 ~~Comprehensive Case Management Team services for families and/or caregivers~~
27 ~~with children ages birth to eighteen (0-18) years, who are at-risk, and/or~~
28 ~~low-income, intact families and/or, foster families, and/or families in the~~

1 process of reunification, hereinafter referred to as "PARTICIPANTS" for
2 purposes of Subparagraph 4.1.

3 4.1.2 Western Youth Services (WYS), in coordination with
4 collaborative partners, shall jointly provide Comprehensive Case Management
5 Team services for families with and/or caregivers of children ages birth to
6 eighteen (0-18) years, who are at risk of abuse or neglect. These include
7 low-income, intact families, foster families, and/or families in the process
8 of reunification (hereinafter referred to as "PARTICIPANTS" for purposes of
9 Subparagraph 4.1).

10 4.1.3 WYS in coordination with collaborative partners shall
11 jointly provide Comprehensive ~~GMT~~ Case Management Team services for a minimum
12 of seventy (70) unduplicated PARTICIPANTS annually. Comprehensive ~~GMT~~ Case
13 Management Team services include, but are not limited to: identifying the
14 educational, health, or social service needs of a child, and child's family;
15 developing a plan to address these multiple needs; weekly reviews; team
16 assessment; arranging and coordinating appropriate services; monitoring
17 effectiveness of services; and evaluating the outcome of services.
18 Comprehensive ~~GMT~~ Case Management Team services shall include, but not be
19 limited to, the following components:

20 4.1.3.1 Assessment: The WYS Program Coordinator and
21 Comprehensive ~~GMT~~ Case Management Team shall complete a comprehensive
22 assessment of PARTICIPANTS' strengths and needs, treatment plan, follow-up,
23 and community resources available to PARTICIPANT. The Family Resource Center
24 (FRC) Coordinator shall ensure the completion of a FaCT registration form,

25 4.1.3.2 Individualized Treatment Plan: On the basis of the
26 assessment, the Western Youth Services (WYS) and Comprehensive ~~GMT~~ Case
27 Management Team shall jointly develop an individualized treatment plan with
28 the PARTICIPANT that identifies priorities, desired outcomes, the strategies

1 and resources to be used in attaining the outcomes, follow up, and
2 termination.

3 4.1.3.3 Reassessment: WYS Program Coordinator and
4 Comprehensive CMT Case Management Team shall jointly reassess the
5 PARTICIPANT's status, with input from collaborative partners, in a weekly
6 clinical review of cases. Comprehensive CMT Case Management Team meetings
7 shall provide weekly evaluations and assessment for PARTICIPANTS.

8 4.1.3.4 Termination: The Comprehensive CMT Case Management
9 Team shall terminate the case when the desired outcomes have been attained,
10 the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

11 4.1.4 WYS and FRC Partners shall jointly provide Comprehensive
12 CMT Case Management Team services Monday through Friday ~~during FRC operating~~
13 ~~hours~~ from 8:30 AM to 5:00 PM continuously throughout the term of this
14 Agreement. Comprehensive CMT Case Management Team meetings shall be scheduled
15 a minimum of one (1) day per week for a minimum of one (1) hour in duration.
16 WYS's Program Coordinator or ~~licensed designee~~ Comprehensive Case Management
17 Team Facilitator shall facilitate Comprehensive CMT Case Management Team
18 meetings.

19 4.1.5 WYS and FRC Partners shall jointly provide Comprehensive
20 CMT Case Management Team services at FRC location(s).

21 4.1.6 WYS and FRC Partners shall jointly measure progress by
22 ensuring PARTICIPANTS complete a FaCT registration form and a FaCT consent
23 form. Additionally, CB and FRC Partners shall complete the FaCT standardized
24 CMT Case Management Team Tracking and Outcomes Log.

25 4.1.7 WYS and FRC Partners Comprehensive CMT Case Management
26 Team services shall address the following PSSF service categories: FP, FS,
27 TLFR, and APS.

28 4.1.8 WYS and FRC Partners shall provide Comprehensive CMT Case

1 Management Team qualified licensed or licensed-eligible Counselor
2 Comprehensive Case Management Team Facilitator staff to facilitate
3 Comprehensive ~~CMT~~ Case Management Team meetings; Children's Bureau of Southern
4 California (CB) shall provide qualified FRC Coordinator staff and WYS shall
5 provide qualified Comprehensive ~~CMT~~ Case Management Team Facilitator as
6 specified in Subparagraphs 11.1 and 11.10 of this Exhibit.

7 4.2 Individual Counseling:

8 4.2.1 WYS shall provide Individual Counseling services ~~for~~
9 ~~parents, foster parents, caregivers, and/or their~~ to children ages birth to
10 eighteen (0-18) years, ~~who are not Medi-Cal eligible and/or do not meet the~~
11 ~~Medi-Cal eligibility requirements for medical necessity and who are at-risk~~
12 ~~for~~ of abuse and/or neglect, and/or their parents, foster parents (and their
13 children), adoptive families (and their children), and/or caregivers (and
14 their children). Individuals may include: those who are low-income; coming
15 from intact families; ~~and/or families~~ individuals in the process of
16 reunification; those who may be experiencing a crisis due to interpersonal
17 conflicts, ~~family crisis~~, difficult parenting issues, challenging child needs,
18 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
19 of Subparagraph 4.2). These individuals are not Medi-Cal eligible and/or do
20 not meet the Medi-Cal eligibility requirements for medical necessity.

21 4.2.2 WYS shall provide Individual Counseling services for a
22 minimum of twelve (12) unduplicated PARTICIPANTS ~~annually~~. Individual
23 Counseling services shall include, but not be limited to, assess PARTICIPANT's
24 needs, provide emotional support, stabilize immediate crisis and develop goals
25 for PARTICIPANTS, independent living skills, address self-control, parenting
26 issues, cycle of abuse, victimization, enhance family dynamics, modify
27 dysfunctional behaviors, incorporate appropriate family roles and develop time
28 limited goals for the family and child in placement that are targeted to

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

7 4.2.3 WYS shall provide Individual Counseling services
8 continuously throughout the term of this Agreement by appointment Monday
9 through Friday during FRC operating hours. WYS may also schedule evening
10 hours at the request of PARTICIPANTS. Counseling sessions shall be a minimum
11 of fifty (50) minutes in duration, or as clinically indicated by the
12 clinician, and offered to PARTICIPANTS on a weekly basis. WYS shall ~~provide~~
13 ~~offer~~ a minimum of six (6) counseling sessions and a maximum of twenty (20)
14 sessions for each PARTICIPANT. FRC shall provide a phone messaging system to
15 record messages and post a sign with an emergency contact name and telephone
16 number for PARTICIPANTS who may call or visit the FRC after hours.

17 4.2.4 WYS shall provide Individual Counseling services in a
18 private office space at the FRC, or other community locations, with advance
19 written approval by ADMINISTRATOR, provided location can accommodate the
20 confidentiality of the service.

21 4.2.5 WYS shall measure progress by ensuring PARTICIPANTS
22 complete a FaCT registration form, FaCT consent form, and FaCT approved
23 assessment tools.

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

26 4.2.7 WYS shall provide qualified licensed/licensed-eligible
27 ~~Bilingual~~ Counselor staff as specified in Subparagraph 11.11 of this Exhibit.

28 4.3 Group Counseling:

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

12 4.3.2 WYS shall provide Closed Group Counseling services for a
13 minimum of twenty-five (25) unduplicated PARTICIPANTS annually. Group
14 Counseling services shall include, but not be limited to, assessing
15 PARTICIPANT's needs, provide emotional support, stabilize immediate crisis and
16 develop goals for PARTICIPANTS, address independent living skills, self-
17 control, parenting issues, cycle of abuse, victimization, enhance family
18 dynamics, modify dysfunctional behaviors, incorporate appropriate family roles
19 and develop time limited goals for the family and child in placement that are
20 targeted to PARTICIPANTS' particular reunification plans, if applicable and
21 make appropriate linkages to all needed treatment programs and social support
22 systems. The Bilingual Counselor and/or designee, as approved by
23 ADMINISTRATOR, shall attend the FRC's Comprehensive CMT Case Management Team
24 meetings. Services shall be provided in a culturally sensitive responsive
25 manner in English and Spanish as needed by PARTICIPANTS.

26 4.3.3 WYS shall provide Closed Group Counseling services
27 continuously throughout the term of this Agreement for a minimum of sixteen
28 (16) children and/or teens Monday through Friday during FRC operating hours.

1 WYS may also schedule evening hours at the request of PARTICIPANTS. WYS shall
2 provide a minimum of three (3) Closed Group Counseling series at a minimum of
3 sixty (60) minutes each session with a six (6) week session minimum per series
4 for a total of eighteen (18) weeks minimum Closed Group Counseling services.
5 Each session shall include a minimum of four (4) and maximum of seven (7)
6 PARTICIPANTS per group. FRC shall provide a phone messaging system to record
7 messages and post a sign with an emergency contact name and telephone number
8 for PARTICIPANTS who may call or visit the FRC after hours.

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

13 4.3.5 WYS shall measure progress by ensuring PARTICIPANTS
14 complete a FaCT registration form, FaCT consent form, and FaCT approved
15 assessment tools.

16 4.3.6 WYS Group Counseling services shall address the following
17 PSSF service categories: FP, FS, TLFR, and APS.

18 4.3.7 WYS shall provide qualified licensed/licensed-eligible
19 Bilingual Counselor staff as specified in Subparagraph 11.11 of this Exhibit.

20 4.4 Family Advocacy/Case Management Support Services:

21 4.4.1 CB shall provide FACMS Family Advocacy/Case Management
22 Support (FACMS) services for ~~at risk, low income intact, kinship, relative~~
23 ~~caregivers, and/or foster and/or pre- and post-adoptive families with~~ to
24 children ages birth to through eighteen (0-18) years, who are at-risk for
25 abuse and/or neglect, and/or their parents, foster parents (and their
26 children), and/or caregivers (and their children), pre- and post-adoptive
27 families. Families may include: those who are low-income, homeless,
28 unemployed; and those receiving child welfare services including

1 underemployed; intact families; homeless families; families in the process of
2 reunification; ~~or~~ families in the process of COUNTY adoption process; or those
3 who may be experiencing a crisis due to interpersonal conflicts, difficult
4 parenting issues, challenging child needs, and/or traumatic loss (hereinafter
5 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.4).

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

25 4.4.3 CB shall provide FACMS Family Advocacy/Case Management
26 Support services ~~continuously~~ throughout the term of this Agreement Monday
27 through Friday during FRC operating hours. CB shall provide short-term FACMS
28 Family Advocacy/Case Management Support services for a minimum of thirty (30)

1 days or long-term ~~FACMS~~ Family Advocacy/Case Management Support services for a
2 minimum of sixty (60) days for each PARTICIPANT.

3 4.4.4 CB shall primarily provide ~~FACMS~~ Family Advocacy/Case
4 Management Support services in family's home, at the FRC, or at other
5 community locations as needed with advance written approval by ADMINISTRATOR.

6 4.4.5 CB shall measure progress by ensuring PARTICIPANTS
7 complete a FaCT registration form, FaCT consent form, and FaCT approved
8 assessment tools.

9 4.4.6 CB's ~~FACMS~~ Family Advocacy/Case Management Support
10 services shall address the following PSSF service categories: FP, FS, TLFR,
11 and APS.

12 4.4.7 CB shall provide qualified Family Advocate/Individual Case
13 Manager staff as specified in Subparagraph 11.2 of this Exhibit.

14 4.5 General Parenting Education:

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

25 4.5.2 WYS shall provide General Parenting Education services for
26 a minimum of ten (10) unduplicated PARTICIPANTS annually. General Parenting
27 eEducation services shall improve parenting skills and family functioning by
28 teaching parents/caregivers about child development (e.g., developmental

1 expectations), behavior management (e.g., discipline techniques), and coping
2 skills (e.g., communication and stress management). General Parenting
3 Education topics shall include, but not be limited to the following: parenting
4 education, with psychologically based behavior principles, including
5 consequences, emotional reactivity, pro-activity in planning child's growth
6 process, co-parenting, modeling appropriate behaviors, limit setting and
7 boundaries, attachment, bonding, traumatic loss, child development expectation
8 and milestones, behavioral management, effective praise, safety and
9 prevention, coping skills development, self-control, alcohol and substance
10 abuse awareness, self-esteem, parent roles, communication with adolescents,
11 health, nutrition, and responsible behavior. General Parenting Education
12 services shall be provided in a family friendly, culturally sensitive
13 responsive and ~~affirming~~ manner in English and Spanish as needed by
14 PARTICIPANT.

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

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

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

28 4.5.6 WYS General Parenting Education services shall address the

1 following PSSF service categories: FP and FS.

2 4.5.7 WYS shall provide qualified Parenting Educator staff as
3 specified in Subparagraph 11.12 of this Exhibit.

4 4.6 Parenting Education TLFR:

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

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

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

8 4.6.4 WYS shall provide Parenting Education TLFR services at the
9 FRC and/or at other community locations, to be approved in advance and in
10 writing by ADMINISTRATOR.

11 4.6.5 WYS shall measure progress by ensuring PARTICIPANTS
12 complete a FaCT registration form and FaCT approved assessment tools and the
13 FaCT Assessment and Treatment Plan, and the Termination report.

14 4.6.6 WYS Parenting Education TLFR services shall address the
15 following PSSF service categories: TLFR.

16 4.6.7 WYS shall provide qualified Parenting Educator staff as
17 specified in Subparagraph 11.12 of this Exhibit.

18 4.7 Parenting Education APS Workshop:

19 4.7.1 WYS shall provide Parenting Education APS Workshop
20 services ~~for families who are at risk, low income to parents and/or including~~
21 caregivers with of children ages birth to eighteen (0-18) years who are at-
22 risk for child abuse and or neglect. Parents may include: those who are low
23 income; dealing with poverty issues, ~~child abuse,~~ domestic violence,
24 unemployment, teen pregnancy parent; ~~adoption and/or family reunification~~
25 those who may be experiencing a crisis due to interpersonal conflicts,
26 difficult parenting issues, challenging child needs, and/or traumatic loss
27 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.7).

28 4.7.2 WYS shall provide Parenting Education APS Workshop

1 services for a minimum of ten (10) unduplicated PARTICIPANTS ~~annually~~.
2 Parenting Education APS Workshop services shall address attachment, bonding,
3 and traumatic loss issues. Parenting Education Workshop services topics shall
4 include, but not be limited to the following curriculum and psychologically
5 based behavior principles, including attachment, bonding and traumatic loss
6 issues, consequences, emotional reactivity, pro-activity in planning child's
7 growth process, modeling appropriate behaviors, limit setting and boundaries,
8 attachment and bonding, child development expectation and milestones,
9 behavioral management, effective praise, safety and prevention, coping skills
10 development, self-control, alcohol and substance abuse awareness, self-esteem,
11 parent roles, communication with adolescents, health, nutrition, and
12 responsible behavior. Parenting Education Workshop services shall be provided
13 in a family friendly, culturally ~~sensitive~~ responsive ~~and affirming~~ manner in
14 English and Spanish as needed by PARTICIPANT.

15 4.7.3 WYS shall provide a minimum of two (2) ~~annual~~ Parenting
16 Education APS Workshop and shall be a minimum of three (3) hours in duration.
17 WYS shall provide Parenting Education APS Workshop services ~~continuously~~
18 ~~throughout~~ during the term of this Agreement from 8:30 a.m. to 5:00 p.m.,
19 Monday through Friday, at dates and times convenient for PARTICIPANTS. WYS
20 shall offer Parenting Education APS Workshop services at additional times
21 based on PARTICIPANT availability.

22 4.7.4 WYS shall provide Parenting Education APS Workshop
23 services at the FRC and/or at other community locations, to be approved in
24 advance and in writing by ADMINISTRATOR.

25 4.7.5 WYS shall measure progress by ensuring PARTICIPANTS
26 complete a FaCT registration form and FaCT approved assessment tools.

27 4.7.6 WYS Parenting Education APS Workshop services shall
28 address the following PSSF service categories: APS.

1 4.7.7 WYS shall provide qualified Parenting Educator staff as
2 specified in Subparagraph 11.12 of this Exhibit.

3 4.8 Personal Empowerment Program (PEP):

4 4.8.1 Interval House (IH) shall provide ~~PEP~~ Personal Empowerment
5 Program services ~~for individuals who are at-risk, low-income~~ to parents and/or
6 caregivers ~~with~~ of children ages birth to ~~through~~ eighteen (0-18) years who
7 are at-risk ~~for child~~ of abuse and/or neglect. Individuals may include: those
8 who are low-income or dealing with poverty issues; child abuse, domestic
9 violence; ~~and those~~ individuals in the County adoption ~~and/or family~~
10 reunification process; or those who may be experiencing a crisis due to
11 interpersonal conflicts, difficult parenting issues, challenging child needs,
12 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
13 of Subparagraph 4.8).

14 4.8.2 IH ~~PEP~~ Personal Empowerment Program services shall provide
15 a minimum of twenty (20) unduplicated PARTICIPANTS ~~annually~~ ~~PEP~~ Personal
16 Empowerment Program ~~series~~ is comprised of a ten (10) week educational support
17 program to help battered victims break the cycle of domestic violence through
18 the following: education on the dynamics of domestic violence; effects of
19 violence on victims and their children; and to help battered victims protect
20 children who live in domestic violence homes. Topics shall include, but not
21 be limited to, safety planning, boundaries, anger management, legal aspects of
22 domestic violence, working through denial, and maintaining healthy
23 relationships.

24 4.8.3 IH shall provide a minimum of twenty three (23) ~~weeks~~ of
25 ~~annual~~ ~~PEP~~ Personal Empowerment Program groups ~~throughout~~ during the term of
26 this Agreement. Each ~~class~~ ~~group~~ shall be a minimum of two (2) hours in
27 duration. IH shall provide ~~PEP~~ Personal Empowerment Program services from
28 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times convenient

1 for PARTICIPANTS.

2 4.8.4 IH shall provide ~~PEP~~ Personal Empowerment Program services
3 at the FRC and/or at other community locations, to be approved in advance and
4 in writing by ADMINISTRATOR.

5 4.8.5 IH shall measure progress by ensuring PARTICIPANTS
6 complete a FaCT registration form and FaCT approved assessment tools.

7 4.8.6 IH ~~PEP~~ Personal Empowerment Program services shall address
8 the following PSSF service categories: FP, FS, TLFR, and APS.

9 4.8.7 IH shall provide qualified ~~PEP~~ Personal Empowerment
10 Program Instructor staff as specified in Subparagraph 11.8 of this Exhibit.

11 4.9 Community Resource Services:

12 4.9.1 ~~The Raise Foundation (Raise)~~ (RF) shall provide Community
13 Resource Services ~~(CRS) for at risk, low income~~ to the following: parents
14 and/or caregivers and their children ages birth to eighteen (0-18) years who
15 are at risk of abuse or neglect; low -income or dealing with poverty issues
16 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.9).

17 4.9.2 ~~Raise~~ RF shall provide ~~CRS services~~ Community Resource
18 Services for a minimum of two thousand (2000) unduplicated PARTICIPANTS
19 annually. ~~CRS services~~ Community Resource Services shall include an
20 assessment of need and referral to emergency housing, emergency food, family
21 counseling, child care, substance abuse counseling and treatment, parenting
22 training, utility assistance, health and mental health treatment, education
23 and job training, legal aid, youth academic and recreation services, domestic
24 violence, and many other services based on client needs. The FRC shall be
25 required to partner with other County and local community resource services
26 providers.

27 4.9.3 ~~Raise~~ RF shall provide ~~CRS services~~ Community Resource
28 Services Monday through Friday from 8:30 a.m. to 5:00 p.m., continuously

1 throughout the term of this Agreement. FRC shall provide a phone messaging
2 system to record messages during all other times.

3 4.9.4 ~~Raise~~ RF shall provide ~~CRS services~~ Community Resource
4 Services at FRC locations.

5 4.9.5 ~~Raise~~ RF shall measure progress by completing the FaCT
6 measurement tools.

7 4.9.6 ~~Raise~~ RF ~~CRS services~~ Community Resource Services shall
8 address the following PSSF service categories: FP, FS, TLFR, and APS.

9 4.9.7 ~~Raise~~ RF shall provide qualified ~~CRS services~~ Community
10 Resource Services Specialist staff as specified in Subparagraph 11.5 of this
11 Exhibit.

12 4.10 Life Skills Workshops:

13 4.10.1 CB shall provide Life Skills Workshops services to ~~at risk~~
14 parents, ~~foster parents, and~~ caregivers, ~~and/or their~~ of children ages birth
15 to eighteen (0-18) years of age ~~in the community who have been identified by~~
16 ~~the ADMINSTRATOR and referred to CONTRACTOR as potential~~ who are at risk for
17 of child abuse or ~~neglect. and/or referred by FRC staff and partners,~~
18 Individuals may include those who are low-income, dealing with poverty issues,
19 domestic violence, teen parent, receiving child welfare services, including
20 families in the process of reunification or County adoption process, and/or
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 4.10).

24 4.10.2 CB shall provide Life Skills Workshops for a minimum of
25 fifty-two (52) PARTICIPANTS ~~for fiscal year 2011/2012; thirty three (33)~~
26 ~~PARTICIPANTS for fiscal year 2012/2013 and twenty five (25) PARTICIPANTS for~~
27 ~~fiscal year 2013/2014.~~ Life Skills Workshops shall include but not be limited
28 to, self-esteem and character building, increased coping skills and family

1 coherence, family building and bonding, children and teen issues facing youth,
2 stress management, and impact of family trauma, child abuse and domestic
3 violence.

4 4.10.3 CB shall provide one (1) annual Life Skills Workshops
5 Monday through Friday during FRC operating hours, and/or other approved sites
6 by ADMINISISTRATOR on evenings as required by PARTICIPANTS, ~~continuously~~
7 throughout the term of this Agreement. Each workshop shall be a minimum of two
8 hours (2) in duration. CB shall provide childcare to PARTICIPANTS of the Life
9 Skills Workshops as needed or required.

10 4.10.4 CB shall provide Life Skills Workshops at the FRC and/or
11 at other community locations, to be approved in advance and in writing by
12 ADMINISTRATOR.

13 4.10.5 CB shall measure progress by ensuring PARTICIPANTS
14 complete a group services sign in sheet and the FaCT Standardized Group
15 Services Tracking Log ~~approved assessment tool~~.

16 4.10.6 CB Life Skills Workshops shall address the following PSSF
17 service categories: FP, FS, TLFR, and APS.

18 4.10.7 CB shall provide qualified Life Skills consultant(s) or
19 current CB staff or partner for this service who is able to address specific
20 Life Skills topic areas and approved in advance and in writing by
21 ADMINISTRATOR.

22 4.11 Student Recognition Program:

23 4.11.1 Ocean View School District (Ocean View) shall provide
24 Student Recognition Program services for at-risk, low-income children in
25 kindergarten, and grades one through five (1-5), (hereinafter referred to as
26 "PARTICIPANTS" for purposes of Subparagraph 4.11).

27 4.11.2 Ocean View shall provide Student Recognition Program
28 services for a minimum of one hundred and fifty (150) unduplicated

1 PARTICIPANTS. Student Recognition Program services shall include, but not be
2 limited to: recognition of PARTICIPANT academic achievement, citizenship, and
3 attendance.

4 4.11.3 Ocean View shall provide Student Recognition Program
5 services a minimum of one (1) time each trimester between the hours of 8:00
6 a.m. to 3:00 p.m., Monday through Friday, from September through June for ~~each~~
7 school year, ~~2011-12, 2012-13, and 2013-14~~ 2014-15.

8 4.11.4 Ocean View shall provide Student Recognition Program
9 services at Oak View Elementary School located at 17241 Oak Lane, Huntington
10 Beach, CA 92647.

11 4.11.5 Ocean View shall measure progress by completing a FaCT
12 group services tracking form, to be approved in advance and in writing by
13 ADMINISTRATOR.

14 4.11.6 Ocean View's Student Recognition Program services shall
15 address the following PSSF service categories: FP, FS, TLFR, and APS.

16 4.11.7 Ocean View shall provide, at no cost to COUNTY, qualified
17 Community Liaison staff that shall have a high school diploma or equivalent,
18 and a minimum of one (1) year of experience working with children. Bilingual
19 ability in Spanish is preferred.

20 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

21 5.1 In addition to providing the services described in Paragraph 4 of
22 this Exhibit A, CONTRACTOR agrees to:

23 5.1.1 Provide ADMINISTRATOR a detailed marketing plan for each
24 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

25 5.1.2 Actively engage the community including local residents,
26 faith-based groups, businesses, public and private organizations, civic
27 groups, and others in the planning and implementation of services that promote
28 the well-being, safety, and permanency of children, families and communities.

1 ~~5.1.3 Be community-based and maximize opportunities to provide~~
2 ~~integrated, coordinated and easily accessible resources for families that~~
3 ~~assure the successful linkage of program participants with needed services.~~

4 ~~5.1.4 Affirm families' cultural, ethnic, and linguistic~~
5 ~~identities and enhance their ability to function in a multicultural society.~~

6 ~~5.1.5 Be outcome driven and identify indicators that accurately~~
7 ~~reflect progress towards stated goal(s).~~

8 ~~5.1.6 Employ program strategies based on principles that have~~
9 ~~been demonstrated to be effective with the target population to be served.~~

10 ~~5.1.7 Identify and address family and child abuse issues in the~~
11 ~~community with an emphasis on prevention, early intervention, and permanency.~~

12 ~~5.1.8 Identify and address substance abuse problems, including~~
13 ~~prevention and access to intervention strategies.~~

14 5.1.9 Demonstrate the ability, now and in the future, to
15 integrate multiple public, private, and collaborative partner funding sources.

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

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

1 location(s).

2 5.4 CONTRACTOR shall develop a Community Engagement Advisory Committee
3 (CEAC) that shall meet a minimum of quarterly during the term of this
4 Agreement. CEAC shall develop and advance a community agenda to affect
5 community level change. The FRC will maintain a roster and a copy of minutes
6 for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary,
7 depending on the specific goals of, and the services to be provided by the
8 FRC. The CEAC shall consist of community members such as parents, youths,
9 teachers, school community liaisons, businesses professionals, religious
10 community leaders, law enforcement, human and health service professionals,
11 and city representatives. CEAC shall assess, survey, and identify community
12 strengths and needs to advocate for FRC services to meet community need on an
13 annual basis; develop parent and youth leadership; and engage business
14 community to provide tangible support and leadership. The FRC shall provide
15 staff and volunteer coordination to develop and support CEAC.

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

22 5.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures for
23 reporting any special incidents that occur during CONTRACTOR's performance of
24 duties under this Agreement, involving CONTRACTOR's staff, participants,
25 and/or property.

26 5.7 RF shall provide a minimum of three hundred (300) hours annually to
27 child care services at FRC location(s) to children of parents attending FRC
28 programs Monday through Friday during FRC operating hours, and on evenings and

1 weekends as required by participants, throughout the term of this Agreement.
2 RF shall provide qualified Child Care Activity Leader staff as specified in
3 Subparagraph 11.4 of this Exhibit.

4 6. FACILITIES

5 Administrative services under this Agreement shall be provided at:

6 Oak View Family Resource Center
7 c/o Children's Bureau of Southern California
8 17261 Oak Lane
9 Huntington Beach, CA 92647

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

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

15 7. REPORTS

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

- 19 7.1 Family identifier;
- 20 7.2 Family member identifier;
- 21 7.3 Ethnicity;
- 22 7.4 Date of birth;
- 23 7.5 Sex;
- 24 7.6 Referral reason(s);
- 25 7.7 Services recommended;
- 26 7.8 Services provided;
- 27 7.9 Date services delivery begins;
- 28 7.10 Date service delivery ends;

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

3 7.12 Primary language spoken;

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

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

7 7.15 Reports shall be prepared in a format approved in writing by
8 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and
9 Social Services Agency (SSA) Contract Administrator by the twentieth (20th)
10 day of each month for the preceding month of services.

11 7.16 CONTRACTOR shall complete registration forms and attendance sheets
12 for every service delivered to participant(s) unless specifically exempted by
13 ADMINISTRATOR.

14 7.17 CONTRACTOR shall complete the FaCT standardized Marketing Outreach
15 Log and CEAC Data Form and shall submit to ADMINISTRATOR quarterly, ten (10)
16 calendar days following the end of each quarter.

17 7.18 CONTRACTOR shall provide information deemed necessary by
18 ADMINISTRATOR to complete any state-required reports related to the services
19 provided under this Agreement.

20 8. UTILIZATION REVIEW

21 8.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's request
22 at CONTRACTOR's facility identified in Paragraph 6 of this Exhibit A, to
23 review and evaluate a random selection of PARTICIPANT case records. The
24 review shall include, but is not limited to, an evaluation of the necessity
25 and appropriateness of services provided and length of services. PARTICIPANT
26 cases to be reviewed shall be randomly selected by ADMINISTRATOR.

27 8.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
28 differences of opinion regarding the necessity and appropriateness of services

1 and length of services, the dispute shall be submitted to COUNTY's Director of
2 Children and Family Services for final resolution.

3 9. SUSTAINABILITY

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

7 9.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order to
8 pursue long-term sustainability of CONTRACTOR's FaCT collaborative programs.
9 This includes, but is not limited to, participation in the following:

10 9.1.1 Assessment of long-term need for and reasonableness of
11 FaCT collaborative programs;

12 9.1.2 Training programs developed by or for FaCT;

13 9.1.3 Outreach activities initiated by FaCT staff or FaCT
14 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

15 9.1.4 Research of other public/private funding sources and
16 opportunities;

17 9.1.5 Pursuit of linkages with other partners, as appropriate;
18 and,

19 9.1.6 Development of marketing and community education materials
20 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

21 9.2 CONTRACTOR agrees to cooperate in these efforts, as well as
22 independently pursue opportunities to improve sustainability of their
23 collaborative program. Independent activities may include activities
24 identified above as well as grant writing, and engaging in collaborative
25 agreements with other integrated service initiatives.

26 9.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain
27 CONTRACTOR's FaCT collaborative program by including written progress reports
28 in FaCT measurement tools reports.

10. BUDGET

The budget for services provided pursuant to Exhibit A of this Agreement shall span ~~thirty-six (36)~~ twelve (12) months and is set forth as follows:

BUDGET FOR PERIOD OF JULY 1, 2011 2014 THROUGH JUNE 30, 2012 2015:

<u>LINE ITEMS:</u>	Maximum		
	FTE ⁽¹⁾	Hourly Rate ⁽²⁾	Annual Budget
<u>Children's Bureau of Southern California (CB):</u>			
FRC Coordinator/Supervisor (Admin.)(Service 4.1)	1.0	\$26.51	\$ 55,141
Family Advocate (Services 4.1 and 4.4)	1.0	17.81	37,045
Program Manager (Admin)	0.052	36.34	<u>3,930</u>
SUBTOTAL CB SALARIES:			\$ 96,116
CB Benefits (25%) ⁽³⁾			<u>24,029</u>
SUBTOTAL CB SALARIES AND BENEFITS:			\$120,145
 <u>Raise Foundation (RF):</u>			
Community Resource Specialist (Service 4.9)	1.0	\$15.30	\$ 31,512
Supervisor (Admin)	0.025	21.00	1,092
Accountant/Bookkeeper (Admin)	0.025	20.00	<u>1,040</u>
SUBTOTAL RF SALARIES:			\$ 33,644
RF Benefits (20%) ⁽³⁾			<u>6,728</u>
SUBTOTAL RF SALARIES AND BENEFITS:			\$ 40,372
 <u>Interval House (IH):</u>			
Personal Empowerment Program Instructor (Service 4.8) ⁽¹⁰⁾	239 hours	\$20.75	\$ 4,960
SUBTOTAL IH SALARIES:			\$ 4,960

1	IH Benefits (18%) ⁽³⁾			<u>893</u>
2	SUBTOTAL IH SALARIES AND BENEFITS:			\$ 5,853
3	<u>Western Youth Services (WYS):</u>			
4	Program Director (Admin)	0.0125	\$36.22	\$ 942
5	Program Coordinator (Service 4.1)	0.10	34.35	7,144
6	Bilingual Counselor (Services 4.2 - 4.3)	0.20	24.76	10,300
7	Parenting Educator (Services 4.5 - 4.7)	0.03654	24.76	<u>1,882</u>
8	SUBTOTAL WYS SALARIES			\$ 20,268
9	WYS Benefits (21%) ⁽³⁾			<u>4,256</u>
10	SUBTOTAL WYS SALARIES AND BENEFITS:			\$ 24,524
11	SUBTOTAL ALL SALARIES AND BENEFITS:			\$190,894
12	<u>SERVICES AND SUPPLIES:</u>			
13	CB - Courier/Postage Expenses			\$ 50
14	CB - Administrative Office Expenses			1,000
15	CB - Program Expenses			986
16	CB - Emergency Assistance Expenses ⁽¹¹⁾			1,000
17	CB - Life Skills Expenses ⁽⁷⁾			1,343
18	CB - CEAC Meeting Training Expenses			1,000
19	RF - Administrative Office Expenses			600
20	RF - Program Expenses			1,153
21	RF - Childcare ⁽⁸⁾			4,000
22	IH - Program Expenses			147
23	Ocean View School District (OVSD) Student Recognition Program			
24	(Service 4.11) ⁽⁹⁾			1,000
25	WYS - Program Expenses			<u>737</u>
26	SUBTOTAL SERVICES AND SUPPLIES:			\$ 13,016
27	<u>OPERATING EXPENSES:</u>			
28				

1	CB - Janitorial	\$ 101
2	CB - Equipment Lease/Rental	1,000
3	CB - Computers/Printers/Fax	850
4	CB - Computer and Equipment Maintenance	400
5	CB - Insurance	300
6	CB - Training	60
7	CB - Recruitment and Retention	50
8	CB - Phone/DSL/Internet	3,500
9	CB - Mileage/Parking ^(4 & 5)	1,500
10	RF - Insurance	300
11	RF - Telephone/DSL/Internet/Technical Support	200
12	RF - Training	100
13	RF - Mileage ^(4 & 5)	500
14	RF - Janitorial	100
15	WYS - Mileage ^(4 & 5)	300
16	WYS - Audit	105
17	WYS - Insurance	170
18	WYS - Office Expense	332
19	WYS - Training Expenses	<u>100</u>
20		
21	SUBTOTAL Operating Expenses:	\$ 9,968
22	<u>INDIRECT COSTS</u> ⁽⁶⁾ :	
23	CB - Indirect Costs	\$ 3,266
24	RF - Indirect Costs	1,675
25	WYS - Indirect Costs	<u>1,181</u>
26	SUBTOTAL INDIRECT COSTS:	\$ 6,122
27	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES,	
28	OPERATING EXPENSES, AND INDIRECT COSTS:	\$220,000

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

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

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

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

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

19 ⁽⁶⁾ CB indirect costs include accounting, contract management and payroll
20 costs, human resource department costs, administrative costs such as
21 marketing, insurance, audits, depreciation, and maintenance not covered above.
22 These are costs which may be incurred for common or joint objectives and
23 cannot be readily identified with a particular final cost objective.

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

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

28 ⁽⁷⁾ Life Skills allowable costs shall include expenses directly related

1 to the provision of Life Skills services.

2 ⁽⁸⁾ ~~CB~~ RF shall use this funding only for child care services as
3 described herein. Maximum hourly salary shall be eleven dollars and fifty
4 cents (\$11.50); no benefits are included in the hourly salary rate. A minimum
5 of three-hundred (300) childcare hours shall be provided annually. Monthly
6 reimbursement is based on actual hours worked. Allowable costs directly
7 related to the provision of child care services include direct child care
8 services, activities and educational games, the purchase of supplies and
9 snacks, and the set-up and clean-up of child care space. All purchases for
10 child care related supplies must be requested in advance and in writing for
11 approval by ADMINISTRATOR.

12 ⁽⁹⁾ Ocean View School District's Student Recognition Program expenses
13 shall consist of the following: Student incentives for academic performance
14 (e.g., certificates, t-shirts, gift certificates).

15 ⁽¹⁰⁾ IH's ~~PEP~~ Personal Empowerment Program instructor staff shall provide
16 a minimum of two hundred thirty-nine (239) hours annually throughout the term
17 of this Agreement. Monthly reimbursement is based on actual hours worked.

18 ⁽¹¹⁾ CB shall use EA funds to meet basic needs of clients in support of
19 services as described herein. Allowable costs include emergency food,
20 emergency clothing, diapers, medicine, bus tickets to access services, safety
21 items, one-time rent payment assistance, and one-time utility payment
22 assistance. Other allowable costs are to be approved in advance and in
23 writing by ADMINISTRATOR. All purchases for EA funds in excess of one hundred
24 (100) dollars per client must be requested in advance and in writing for
25 approval by ADMINISTRATOR. CONTRACTOR shall research available community
26 resources options prior to approving expenditures.

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

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

8 11. STAFF

9 CB shall provide the following described staff positions:

10 11.1 FRC Coordinator:

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

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

1 verbal English; and computer literate. Master's degree and Bilingual in
2 English/Spanish is preferred; or four (4) years of experience working with at-
3 risk families; two (2) years experience working with the community; some
4 knowledge of the child welfare system; capability of relating well to
5 individuals from diverse backgrounds and cultures, varied income levels and
6 educational levels, some supervisory experience in management; demonstrated
7 ability to work successfully in a collaborative environment; attention to
8 detail; proficient in written and verbal English; and computer literate.

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

20 11.2 Family Advocate:

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

28 11.2.2 Qualifications: Bachelor's degree in human services or

1 ~~related field; knowledge of the child welfare system; one (1) year of~~
2 ~~community experience; or three (3) years of community experience working~~
3 ~~directly with families in crisis in the human services or related field.~~
4 ~~Bilingual in English/Spanish or English/Vietnamese is required. Bachelor's~~
5 ~~degree in human services or related field from an accredited university;~~
6 ~~knowledge of the child welfare system, and two (2) years of experience working~~
7 ~~directly with families in crisis and the community is preferred. A minimum of~~
8 ~~three (3) years of experience may substitute for the required Bachelor's~~
9 ~~degree and two (2) years of experience. Bilingual in English/Spanish and~~
10 ~~proficiency in English is 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 ~~CRS services~~ Community Resource Services Specialist; attend Collaborative
24 Partner meetings 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 PEP Personal Empowerment Program
12 educational support to victims to break the cycle of domestic violence by
13 increasing knowledge of the dynamics of domestic violence, effect of violence
14 on victims and their children, and to help battered victims protect children
15 who live in violent homes; increase family functioning by teaching coping
16 skills and prevention of recurrence of maltreatment; providing emotional
17 support, 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 PEP 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:

28 11.9 Program Director:

1 11.9.1 Duties: Clinically supervise and oversee administration
2 of all WYS services contracted with FaCT; Bilingual Counselor and Parent
3 Educator and other FaCT contracted staff; oversee and monitor client files to
4 ensure appropriate documentation is completed; ensure accuracy of data into
5 FaCT database; complete required reports and documentation and attend all
6 required meetings and trainings.

7 11.9.2 Qualifications: Experience in administration of mental
8 health services and multidisciplinary mental health services; providing
9 direction/leadership to mental health team; interfacing with allied
10 professionals and County and School District staff; extensive working
11 knowledge of clinical standards of Child Abuse Registry (CAR) and program
12 development. Minimum two (2) years post licensure; current California
13 Licensure as Licensed Clinical Social Worker (LCSW), Marriage and Family
14 Therapist (MFT), or Psychologist. Abide by ethical standards promoted by the
15 professional association to which the Program Director entitles him/her to
16 belong.

17 11.10 Program Coordinator

18 11.10.1 Duties: Provide weekly individual and group supervision
19 to Counselor and Parent Educator; track contract requirements to ensure
20 adherence; legally responsible for ensuring the team and/or staff members
21 follow up on all mandated reporting requirements; check attendance of required
22 Comprehensive ~~GMT~~ Case Management Team; ensure confidentiality and/or release
23 forms are signed and maintained; possess a thorough understanding of the laws
24 of confidentiality, child, elder, and dependent adult abuse reporting;
25 facilitate weekly Comprehensive ~~GMT~~ Case Management Team cases including a
26 thorough assessment of needs, treatment plan, follow up plan, and termination;
27 document and maintain case management team records; collect and input data
28 into the FaCT database; and attend all required meetings and trainings.

1 11.10.2 Qualifications: Licensed or license-eligible (registered
2 with the Board of Behavioral Science [BBS] and assigned an intern number or an
3 Associate Clinical Social Worker [ACSW] number) clinician such as a LCSW,
4 Marriage and Family Therapist MFT, or Licensed Clinical Psychologist.

5 11.11 Bilingual Counselor:

6 11.11.1 Duties: Provide individual, family, group, and crisis
7 counseling services for children, parents, and/or caregivers who are
8 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
9 parenting issues, challenging child needs, and/or traumatic loss; provide
10 emotional support; stabilize immediate crisis; develop goals for the family;
11 maintain records; prepare reports; collect and input data into FaCT database;
12 and attend all required meetings and trainings.

13 11.11.2 Qualifications: Licensed clinician or a qualified
14 professional, including student trainee and interns enrolled in an accredited
15 graduate program under clinical supervision. Bilingual in English/Spanish or
16 English/Vietnamese and proficiency in English is required.

17 11.12 Parenting Educator:

18 11.12.1 Duties: Provide Parenting Education classes and
19 workshops for child development, behavior management, coping skills,
20 prevention of recurrence of maltreatment and attachment, bonding, and
21 traumatic loss, improve parenting skills and family functioning; monitor
22 attendance and participation; provide written reports; administer FaCT
23 approved pre/post-tests; compile and maintain records; collect and input data
24 into FaCT database; and attend all required meetings and trainings.

25 11.12.2 Qualifications: Twelve (12) units of college education
26 in child development, psychology, sociology, social work, or a related field;
27 one (1) year of experience working in the human services field; and one (1)
28 year of experience working with public speaking or teaching. Bilingual in

1 English/Spanish and proficiency in English is required.

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