

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 CITY OF STANTON
6 AND
7 BOYS AND GIRLS CLUB OF STANTON
8 AND
9 INTERVAL HOUSE
10 AND
11 RAISE FOUNDATION
12 AND
13 WESTERN YOUTH SERVICES
14 FOR THE PROVISION OF
15 SERVICES PROMOTING SAFE AND STABLE FAMILIES
16

17 THIS AGREEMENT, entered into this 1st day of July, 2014, which date is
18 particularized for purpose of reference only, is by and between the COUNTY OF
19 ORANGE, hereinafter referred to as "COUNTY," and City of Stanton, a duly
20 incorporated general law city in the County of Orange, in the State of
21 California; Boys and Girls Club of Stanton, a California non-profit corporation;
22 Interval House, a California non-profit corporation; Raise Foundation, a
23 California non-profit corporation; and Western Youth Services, a California non-
24 profit corporation, hereinafter collectively referred to as "STANTON FAMILY
25 RESOURCE CENTER" or "CONTRACTOR." City of Stanton, Boys and Girls Club of
26 Stanton, Interval House, Raise Foundation, and Western Youth Services, may each
27 also be referred to individually as "Contractor Partner Agency" or collectively
28 as "Contractor Partner Agencies." This Agreement shall be administered by the

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

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

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

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

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

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

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

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Exhibit A Title

1. POPULATION TO BE SERVED..... 1
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1 1. TERM

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

12 2. ALTERATION OF TERMS

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

20 3. STATUS OF CONTRACTOR

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

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

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
6 and supplies as described in the Exhibit "A" to the Agreement Between County
7 of Orange and Stanton 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 written notice, ADMINISTRATOR may, in
14 his or her sole discretion, require changes in staffing allocations to reflect
15 current workload demands or service needs as long as COUNTY's maximum
16 obligation as set forth in this Agreement is not exceeded.

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

20 5. LICENSES AND STANDARDS

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

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

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

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

19 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

20 6.1 Delegation and Assignment:

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

3 6.2 Subcontracts:

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

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

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

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

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

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

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

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

18 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

19 7.1 Form of Business Organization:

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

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

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

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

5 7.2 Change in Form of Business Organization:

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

13 7.3 Real Property Disclosure:

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

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

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

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

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

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

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

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

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

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

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

4 8. NON-DISCRIMINATION

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

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

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

21 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
22 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
23 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

24 8.5 Non-Discrimination in Employment

25 8.5.1 All solicitations or advertisements for employees placed
26 by or on behalf of CONTRACTOR shall state that all qualified applicants will
27 receive consideration for employment without regard to sex, race, color,
28 ethnicity, national origin, ancestry, religion, age, marital status, medical

1 condition, sexual orientation, sexual preference, physical or mental
2 disability or any other protected group in accordance with the requirements of
3 all applicable Federal or State laws. Notices describing the provisions of
4 the equal opportunity clause shall be posted in a conspicuous place for
5 employees and job applicants.

6 8.5.2 CONTRACTOR shall refer any and all employees desirous of
7 filing a formal discrimination complaint to:

8 California Department of Social Services

9 Public Inquiry and Response Bureau

10 P.O. Box 944243, M.S. 8-3-23

11 Sacramento, CA 94244-2430

12 Telephone: (800) 952-5253

13 (800) 952-8349 (For the hard of hearing)

14 8.6 Non-Discrimination in Service Delivery

15 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
16 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
17 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
18 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
19 the Americans with Disabilities Act of 1990; California Civil Code Section 51
20 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
21 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
22 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
23 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
24 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
25 Act of 1996; and other applicable Federal and State laws, as well as their
26 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
27 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
28 Employment Opportunity, Affirmative Action and Nondiscrimination as each may

1 now exist or be hereafter amended. CONTRACTOR shall not implement any
2 administrative methods or procedures which would have a discriminatory effect
3 or which would violate the CDSS Manual of Policies and Procedures (MPP)
4 Division 21, Chapter 21-100. If there are any violations of this paragraph,
5 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
6 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
7 other laws, or the issue may be referred to the appropriate Federal agency for
8 further compliance action and enforcement of Subparagraph 8.6 et seq.

9 8.6.2 CONTRACTOR shall provide any and all clients desirous of
10 filing a formal complaint any and all information as appropriate:

11 8.6.2.1 Pamphlet: "Your Rights Under California Welfare
12 Programs" (PUB 13);

13 8.6.2.2 Discrimination Complaint Form;

14 8.6.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

26 Sacramento, CA 94244-2430

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1 Federal Civil Rights Contact:

2 U.S. Department of Health and Human Services

3 Office of Civil Rights

4 50 U.N. Plaza, Room 322

5 San Francisco, CA 94102

6 9. NOTICES

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

9 COUNTY: County of Orange Social Services Agency

10 Contract Services

11 888 N. Main Street

12 Santa Ana, CA 92701

13 CONTRACTOR: Stanton Family Resource Center

14 c/o City of Stanton

15 7800 Katella Avenue

16 Stanton, CA 90680

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

23 10. NOTICE OF DELAYS

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

1 11. INDEMNIFICATION

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

15 12. INSURANCE

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

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

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

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

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

6 12.5 Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Partner Agencies</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate	City of Stanton (Stanton); Boys and Girls Club of Stanton (B&GCS); Interval House (IH); Raise Foundation (RF); and Western Youth Services (WYS)

1 2 3 4	Automobile Liability (including coverage for owned, non-owned and hired vehicles)	\$1,000,000 per occurrence	Stanton, B&GCS, IH, RF, and WYS
5 6	Workers' Compensation	Statutory	Stanton, B&GCS, IH, RF, and WYS
7 8	Employer's Liability	\$1,000,000 per occurrence	Stanton, B&GCS, IH, RF, and WYS
9 10 11	Professional Liability	\$1,000,000 per claims made or per occurrence	Stanton, B&GCS, IH, RF, and WYS
12 13	Sexual Misconduct Liability	\$1,000,000 per occurrence	Stanton, B&GCS, IH, RR, and WYS
14	Employee Dishonesty	\$36,652	Stanton

15 12.7 Required Coverage Forms

16 12.7.1 Commercial General Liability coverage shall be written on
17 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
18 liability coverage at least as broad.

19 12.7.2 Business Auto Liability coverage shall be written on ISO
20 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
21 coverage at least as broad.

22 12.8 Required Endorsements

23 12.8.1 Commercial General Liability policy shall contain the
24 following endorsements, which shall accompany the Certificate of insurance:

25 12.8.1.1 An Additional Insured endorsement using ISO form
26 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
27 its elected and appointed officials, officers, employees, agents as Additional
28 Insureds.

1 12.8.1.2 A primary non-contributing endorsement
2 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
3 insurance maintained by the County of Orange shall be excess and non-
4 contributing.

5 12.9 The County of Orange shall be the loss payee on the Employee
6 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of
7 Orange is a Loss Payee shall accompany the Certificate of Insurance.

8 12.10 All insurance policies required by this Agreement shall waive all
9 rights of subrogation against the County of Orange and members of the Board of
10 Supervisors, its elected and appointed officials, officers, agents and
11 employees when acting within the scope of their appointment or employment.

12 12.11 The Workers' Compensation policy shall contain a waiver of
13 subrogation endorsement waiving all rights of subrogation against the County
14 of Orange, and members of the Board of Supervisors, its elected and appointed
15 officials, officers, agents and employees.

16 12.12 All insurance policies required by this Agreement shall give the
17 County of Orange thirty (30) days notice in the event of cancellation and ten
18 (10) days for non-payment of premium. This shall be evidenced by policy
19 provisions or an endorsement separate from the Certificate of Insurance.

20 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"
21 policy, CONTRACTOR shall agree to maintain professional liability coverage for
22 two (2) years following completion of this Agreement.

23 12.14 The Commercial General Liability policy shall contain a
24 severability of interests clause also known as a "separation of insureds"
25 clause (standard in the ISO CG 0001 policy).

26 12.15 Insurance certificates should be mailed to COUNTY at the address
27 indicated in Paragraph 9 of this Agreement.

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1 12.16 If CONTRACTOR fails to provide the insurance certificates and
2 endorsements within seven (7) days of notification by CEO/County Procurement
3 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

4 12.17 COUNTY expressly retains the right to require CONTRACTOR to
5 increase or decrease insurance of any of the above insurance types throughout
6 the term of this Agreement. Any increase or decrease in insurance will be as
7 deemed by County of Orange Risk Manager as appropriate to adequately protect
8 COUNTY.

9 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
10 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
11 certificates of insurance and endorsements with COUNTY incorporating such
12 changes within thirty (30) days of receipt of such notice, this Agreement may
13 be in breach without further notice to CONTRACTOR, and COUNTY shall be
14 entitled to all legal remedies.

15 12.19 The procuring of such required policy or policies of insurance
16 shall not be construed to limit CONTRACTOR's liability hereunder nor to
17 fulfill the indemnification provisions and requirements of this Agreement, nor
18 act in any way to reduce the policy coverage and limits available from the
19 insurer.

20 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

21 CONTRACTOR shall report to COUNTY:

22 13.1 Any accident or incident relating to services performed under this
23 Agreement which involves injury or property damage which may result in the
24 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
25 shall be made in writing within twenty-four (24) hours of occurrence.

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

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

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

12 14. CONFLICT OF INTEREST

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

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

23 15. ANTI-PROSELYTISM PROVISION

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

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1 16. SUPLANTING GOVERNMENT FUNDS

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

11 17. EQUIPMENT

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

22 CONTRACTOR further agrees to the following:

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

25 17.1.2 To label all items of Capital Equipment, do periodic
26 inventories as required by ADMINISTRATOR and to maintain an inventory list
27 showing where and how the Capital Equipment is being used, in accordance with

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1 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
2 ADMINISTRATOR within ten (10) days of any request therefore.

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

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

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

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

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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 City of
20 Stanton, shall serve as the designated fiscal agent on behalf of CONTRACTOR,
21 with authority to present claims to COUNTY on behalf of each of the Contractor
22 Partner Agencies for services delivered by each of them pursuant to this
23 Agreement. As designated fiscal agent, City of Stanton, shall receive the
24 claims from each of the other Contractor Partner Agencies on a monthly basis
25 and shall submit these claims, along with its own monthly claim, pursuant to
26 Paragraph 20 herein. Claims submitted to COUNTY by the designated fiscal
27 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, City of Stanton, shall also be
7 responsible for, at a minimum, facilitating CONTRACTOR meetings, collecting
8 documentation for invoices and outcome measurements from each Contractor
9 Partner Agency, and maintaining complete and accurate records of all financial
10 and outcome measurement data on behalf of CONTRACTOR.

11 20. PAYMENTS

12 20.1 Maximum Contractual Obligation:

13 The maximum obligation of COUNTY under this Agreement shall be
14 \$220,000, or actual allowable costs, whichever is less.

15 20.2 Allowable Costs:

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

22 20.3 Claims:

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

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

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

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

15 20.3.4 Final Claims/Settlement:

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

19 20.3.4.2 Claims received after the date specified in
20 Subparagraph 20.4.6.1 may not be reimbursed. ADMINISTRATOR may, in its sole
21 discretion, modify the date upon which the final claim per term must be
22 received, upon written notice to CONTRACTOR.

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

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

5 21. OVERPAYMENTS

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

19 22. OUTSTANDING DEBT

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

23 23. FINAL REPORT

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

1 24. INDEPENDENT AUDIT

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

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

21 25. RECORDS, INSPECTIONS AND AUDITS

22 25.1 Financial Records:

23 25.1.1 CONTRACTOR shall prepare and maintain accurate and
24 complete financial records. Financial records shall be retained, by
25 CONTRACTOR, for a minimum of five (5) years from the date of final payment
26 under this Agreement or until all pending COUNTY, State and Federal audits are
27 completed, whichever is later.

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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.

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1 25.4 Inspections and Audits:

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

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

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

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

24 25.5 Evaluation Studies:

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

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1 26. PERSONNEL DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

19 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

17 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

7 31. CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

6 32. COPYRIGHT ACCESS

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

11 33. WAIVER

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

20 34. PETTY CASH

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

23 35. PUBLICITY

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

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1 35.2 CONTRACTOR shall not disclose any details in connection with this
2 Agreement to any person or entity except as may be otherwise provided
3 hereunder or required by law. However, in recognizing CONTRACTOR's need to
4 identify its services and related clients to sustain itself, COUNTY shall not
5 inhibit CONTRACTOR from publishing its role under this Agreement within the
6 following conditions:

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

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

14 36. COUNTY RESPONSIBILITIES

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

17 37. REFERRALS

18 CONTRACTOR shall provide services to individuals referred by
19 ADMINISTRATOR.

20 38. REPORTS

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

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

1 39. ENERGY EFFICIENCY STANDARDS

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

5 40. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

5 42. POLITICAL ACTIVITY

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

9 43. TERMINATION PROVISIONS

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

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

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

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

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

5 44. GOVERNING LAW AND VENUE

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

15 45. SIGNATURE IN COUNTERPARTS

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

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

3 By: _____
4 James A. Box
5 City Manager
6 CITY OF STANTON

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

7 Dated: _____

Dated: _____

8 By: _____
9 Pamela Schoonover
10 Executive Director
11 BOYS AND GIRLS CLUB OF STANTON

By: _____
Carol Williams
Executive Director
INTERVAL HOUSE

12 Dated: _____

Dated: _____

13
14 SIGNED AND CERTIFIED THAT A COPY OF THIS
15 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR
16 OF THE BOARD PER G.C. SEC. 25103, RESO
79-1535 ATTEST:

By: _____
Eldon Baber
Executive Director
RAISE FOUNDATION

17 Dated: _____

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

By: _____
Lorrayne Leigh Belhumeur, Ph.D.
aka Lorry Leigh Belhumeur
Executive Director
WESTERN YOUTH SERVICES

22
23 APPROVED AS TO FORM
24 COUNTY COUNSEL
25 COUNTY OF ORANGE, CALIFORNIA

Dated: _____

26 By: _____
27 DEPUTY

28 Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CITY OF STANTON
8 AND
9 BOYS AND GIRLS CLUB OF STANTON
10 AND
11 INTERVAL HOUSE
12 AND
13 RAISE FOUNDATION
14 AND
15 WESTERN YOUTH SERVICES
16 FOR THE PROVISION OF
17 SERVICES PROMOTING SAFE AND STABLE FAMILIES
18

19 1. POPULATION TO BE SERVED

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

27 ///

28 ///

1 2. WORKLOAD STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 3. HOURS OF OPERATION

26 3.1 CONTRACTOR shall provide services during hours that are responsive
27 to the needs of the target population(s) as determined by ADMINISTRATOR. At a
28 minimum, CONTRACTOR shall provide services, Monday through Friday, from 8:00

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

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

11 4. SERVICES

12 4.1 Comprehensive Case Management Team:

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

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

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

3 4.1.3 WYS, in coordination with collaborative partners, shall
4 provide Comprehensive Case Management Team services for a minimum of one
5 hundred (100) unduplicated PARTICIPANTS. Comprehensive Case Management Team
6 services include, but are not limited to: identifying the educational, health,
7 or social service needs of a child, and child's family; developing a plan to
8 address these multiple needs; weekly reviews; team assessment; arranging and
9 coordinating appropriate services; monitoring effectiveness of services; and
10 evaluating the outcome of services. Comprehensive Case Management Team
11 services shall include, but not be limited to, the following components:

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

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

25 4.1.3.3 Reassessment: The Program Coordinator/
26 Comprehensive Case Management Team Facilitator and Comprehensive Case
27 Management Team shall reassess the PARTICIPANT's status, with input from
28 collaborative partners, in a weekly clinical review of cases. Comprehensive

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

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

6 4.1.4 WYS shall provide Comprehensive Case Management Team
7 services Monday through Friday during Family Resource Center (FRC) operating
8 hours continuously throughout the term of this Agreement. Comprehensive Case
9 Management Team meetings shall be scheduled a minimum of one (1) day per week
10 for a minimum of one (1) hour in duration. WYS's Comprehensive Case
11 Management Team Facilitator shall facilitate Comprehensive Case Management
12 Team meetings.

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

15 4.1.6 WYS shall measure progress by ensuring PARTICIPANTS
16 complete a FaCT registration form and a FaCT consent form. Additionally, WYS
17 shall complete the FaCT standardized Assessment Tool.

18 4.1.7 WYS's Comprehensive Case Management Team services shall
19 address the following PSSF service categories: FP, FS, TLFR, and APS.

20 4.1.8 WYS shall provide qualified Comprehensive Case Management
21 Team Facilitator/Program Coordinator staff to facilitate Comprehensive Case
22 Management Team meetings as specified in Subparagraphs 11.8 of this Exhibit.

23 4.2 Individual Counseling:

24 4.2.1 WYS shall provide Individual Counseling services to
25 children ages birth to eighteen (0-18) years who are at-risk of abuse or
26 neglect, and/or their parents, foster parents (and their children), adoptive
27 families (and their children), and/or caregivers (and their children).
28 Individuals may include: those who are low-income; coming from intact

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

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

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

1 record messages and post a sign with an emergency contact name and telephone
2 number for PARTICIPANTS who may call or visit the FRC after hours.

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

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

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

12 4.2.7 WYS shall provide qualified licensed clinician or license-
13 eligible Counselor staff as specified in Subparagraph 11.9 of this Exhibit.

14 4.3 Closed Group Counseling:

15 4.3.1 WYS shall provide Closed Group Counseling services to
16 children ages birth to eighteen (0-18) years, who are at-risk of abuse or
17 neglect, and/or their parents, foster parents (and their children), and/or
18 caregivers (and their children). Individuals may include: those who are low-
19 income: coming from intact families; individuals in the process of
20 reunification; those who may be experiencing a crisis due to interpersonal
21 conflicts, difficult parenting issues, challenging child needs, and/or
22 traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of
23 Subparagraph 4.4). These individuals are not Medi-Cal eligible; and/or do not
24 meet the Medi-Cal eligibility requirements for medical necessity.

25 4.3.2 WYS shall provide Closed Group Counseling services for a
26 minimum of twenty (20) unduplicated PARTICIPANTS who otherwise qualify to
27 receive counseling services. Closed groups are those in which members begin
28 the group at the same time and no new members can join after the first

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

13 4.3.3 WYS shall provide Closed Group Counseling services
14 continuously throughout the term of this Agreement Monday through Friday
15 during FRC operating hours. WYS may also schedule evening hours at the
16 request of PARTICIPANTS. WYS shall provide a minimum of three (3) Closed
17 Group Counseling series at a minimum of ninety (90) minutes each session with
18 a six (6) week session minimum per series. Each session shall include a
19 minimum of five (5) PARTICIPANTS per group session. FRC shall provide a phone
20 messaging system to record messages and post a sign with an emergency contact
21 name and telephone number for PARTICIPANTS who may call or visit the FRC after
22 hours.

23 4.3.4 WYS shall provide Closed Group Counseling services in a
24 private office space at the FRC, or other community locations, with advance
25 written approval by ADMINISTRATOR, provided location can accommodate the
26 confidentiality of the service.

27 ///

28 ///

1 4.3.5 WYS shall measure progress by ensuring PARTICIPANTS
2 complete a FaCT registration form, FaCT consent form, and FaCT approved
3 assessment tools.

4 4.3.6 WYS's Closed Group Counseling services shall address the
5 following PSSF service categories: FP, FS, TLFR, and APS.

6 4.3.7 WYS shall provide qualified licensed Counselor or license-
7 eligible Counselor staff as specified in Subparagraph 11.9 of this Exhibit.

8 4.4 Group Counseling:

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

18 4.4.2 WYS shall provide Group Counseling services for a minimum
19 of twenty-six (26) unduplicated PARTICIPANTS. Group Counseling services shall
20 include, but not be limited to, assess PARTICIPANT's needs; provide emotional
21 support; stabilize immediate crisis; develop goals for PARTICIPANTS; address
22 independent living skills; self-control; parenting issues; cycle of abuse;
23 victimization; enhance family dynamics; modify dysfunctional behaviors;
24 incorporate appropriate family roles; develop time limited goals for the
25 family and child in placement that are targeted to PARTICIPANTS' particular
26 reunification plans, if applicable; and make appropriate linkages to all
27 needed treatment programs and social support systems. Group Counseling topics
28 shall focus on improving communication and social functioning; managing

1 emotions and/or behaviors; developing stronger interpersonal relationships
2 with family and peers; and building age appropriate independent living skills.
3 The Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the
4 FRC's Comprehensive Case Management Team meetings. Services shall be provided
5 in a culturally responsive manner in English and Spanish as needed by
6 PARTICIPANTS.

7 4.4.3 WYS shall provide Group Counseling services continuously
8 throughout the term of this Agreement Monday through Friday during FRC
9 operating hours to PARTICIPANTS who otherwise qualify to receive counseling
10 services. WYS may also schedule evening hours at the request of PARTICIPANTS.
11 WYS shall provide a minimum of five (5) Group Counseling series at a minimum
12 of sixty (60) minutes each session with an eight (8) week session minimum per
13 series. Each session shall include a minimum of five (5) PARTICIPANTS per
14 group session. FRC shall provide a phone messaging system to record messages
15 and post a sign with an emergency contact name and telephone number for
16 PARTICIPANTS who may call or visit the FRC after hours.

17 4.4.4 WYS shall provide Group Counseling services in a private
18 office space at the FRC, or other community locations, with advance written
19 approval by ADMINISTRATOR, provided location can accommodate the
20 confidentiality of the service.

21 4.4.5 WYS shall measure progress by ensuring PARTICIPANTS
22 complete a FaCT registration form, FaCT consent form, and FaCT approved
23 assessment tools.

24 4.4.6 WYS' Group Counseling services shall address the following
25 PSSF service categories: FP, FS, TLFR, and APS.

26 4.4.7 WYS shall provide qualified licensed Counselor or license-
27 eligible Counselor staff as specified in Subparagraph 11.9 of this Exhibit.

28 ///

1 4.5 Family Advocacy/Case Management Support Services:

2 4.5.1 Raise Foundation (RF) shall provide Family Advocacy/Case
3 Management Support services to children ages birth to eighteen (0-18) years
4 who are at-risk of abuse or neglect, and/or their parents, foster parents (and
5 their children), caregivers (and their children), and/or pre- and post-
6 adoptive families. Families may include: those who are low-income;
7 unemployed; underemployed; coming from intact families; homeless families;
8 those receiving child welfare services; families in the process of
9 reunification; families in the process of COUNTY adoption; or those who may be
10 experiencing a crisis due to interpersonal conflicts, difficult parenting
11 issues, challenging child needs, and/or traumatic loss (hereinafter referred
12 to as "PARTICIPANTS" for purposes of Subparagraph 4.5).

13 4.5.2 RF shall provide Family Advocacy/Case Management Support
14 services for a minimum of one hundred (100) unduplicated PARTICIPANTS. Family
15 Advocacy/Case Management Support services shall include, but not be limited
16 to, the following: assess the strengths and needs of a client and family;
17 arrange, coordinate, monitor, evaluate, and advocate for multiple services for
18 families; link clients to resources and services and opportunities; teach and
19 empower clients to access community resources; strengthen problem solving
20 skills; build on family strengths; case planning; follow up with families;
21 assess if services meet family's need; empower families; teach problem solving
22 skills and how to access resources; and office and in-home visits; Family
23 Advocacy/Case Management Support services shall be provided in a family
24 friendly, culturally responsive manner in English and Spanish as needed by
25 PARTICIPANT.

26 4.5.3 RF shall provide Family Advocacy/Case Management Support
27 services throughout the term of this Agreement Monday through Friday during
28 FRC operating hours. RF shall provide short-term Family Advocacy/Case

1 Management Support services for a minimum of thirty (30) days or long-term
2 Family Advocacy/Case Management Support services for a minimum of sixty (60)
3 days for each PARTICIPANT.

4 4.5.4 RF shall primarily provide Family Advocacy/Case Management
5 Support services in family's home, at the FRC, or at other community locations
6 as needed with advance written approval by ADMINISTRATOR.

7 4.5.5 RF shall measure progress by ensuring PARTICIPANTS
8 complete a FaCT registration form, FaCT consent form, and FaCT approved
9 assessment tools.

10 4.5.6 RF's Family Advocacy/Case Management Support services
11 shall address the following PSSF service categories: FP, FS, TLFR, and APS.

12 4.5.7 RF shall provide qualified Family Advocate/Individual Case
13 Manager staff as specified in Subparagraph 11.5 of this Exhibit.

14 4.6 Parenting Education:

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

24 4.6.2 WYS shall provide Parenting Education services for a
25 minimum of ten (10) unduplicated PARTICIPANTS. Parenting Education services
26 shall: improve parenting skills; family functioning by teaching
27 parents/caregivers about child development (e.g., developmental expectations);
28 behavior management (e.g., discipline techniques); and coping skills (e.g.,

1 communication and stress management). Parenting Education topics shall
2 include, but not be limited to the following: address parent responsibilities;
3 provide psychologically based behavior principles; stress importance of
4 appropriate discipline and support; self-control; emotional regulation;
5 attachment and bonding from birth throughout childhood; difficulties inherent
6 throughout childhood; open and honest communication; praise and
7 acknowledgement; disruptive cycles of inappropriate parenting; healthy and
8 supportive parenting. Parenting Education services shall be provided in a
9 family friendly, culturally responsive manner in English and Spanish as needed
10 by PARTICIPANT.

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

17 4.6.4 WYS shall provide Parenting Education services at the FRC
18 and/or at other community locations, to be approved in advance and in writing
19 by ADMINISTRATOR.

20 4.6.5 WYS shall measure progress by ensuring PARTICIPANTS
21 complete a FaCT registration form and FaCT approved assessment tools.

22 4.6.6 WYS' Parenting Education services shall address the
23 following PSSF service categories: FP and FS.

24 4.6.7 WYS shall provide qualified Parenting Educator staff as
25 specified in Subparagraph 11.10 of this Exhibit.

26 4.7 Parenting Education TLFR:

27 4.7.1 WYS shall provide Parenting Education TLFR services to
28 parents including caregivers of children ages birth to eighteen (0-18) years

1 who are in the family reunification process. TLFR parents may include: those
2 who are low-income; dealing with poverty issues, domestic violence, teen
3 parent; those who may be experiencing a crisis due to interpersonal conflicts,
4 difficult parenting issues, challenging child needs, and/or traumatic loss
5 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.7).

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

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

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1 4.7.4 WYS shall provide Parenting Education TLFR services at the
2 FRC and/or at other community locations, to be approved in advance and in
3 writing by ADMINISTRATOR.

4 4.7.5 WYS shall measure progress by ensuring PARTICIPANTS
5 complete a FaCT registration form and FaCT approved assessment tools.

6 4.7.6 WYS' Parenting Education TLFR services shall address the
7 following PSSF service categories: TLFR.

8 4.7.7 WYS shall provide qualified Parenting Educator staff as
9 specified in Subparagraph 11.10 of this Exhibit.

10 4.8 Adoptive Parenting Education Workshop:

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

19 4.8.2 WYS shall provide Adoptive Parenting Education Workshop
20 services for a minimum of ten (10) unduplicated PARTICIPANTS. Adoptive
21 Parenting Education Workshop services shall address attachment, bonding, and
22 traumatic loss issues. Adoptive Parenting Education Workshop topics shall
23 include, but not be limited to: address parent responsibilities; provide
24 psychologically based behavior principles; stress importance of appropriate
25 discipline and support; self-control; emotional regulation; attachment and
26 bonding from birth throughout childhood; difficulties inherent throughout
27 childhood; open and honest communication; praise and acknowledgement;
28 disruptive cycles of inappropriate parenting; healthy and supportive

1 parenting. Adoptive Parenting Education Workshop services shall be provided
2 in a family friendly, culturally responsive manner in English and Spanish as
3 needed by PARTICIPANT.

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

10 4.8.4 WYS shall provide Adoptive Parenting Education Workshop
11 services at the FRC and/or at other community locations, to be approved in
12 advance and in writing by ADMINISTRATOR.

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

15 4.8.6 WYS' Adoptive Parenting Education Workshop services shall
16 address the following PSSF service categories: APS.

17 4.8.7 WYS shall provide qualified Parenting Educator staff as
18 specified in Subparagraph 11.10 of this Exhibit.

19 4.9 Personal Empowerment Program:

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

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1 4.9.2 IH shall provide Personal Empowerment Program services for
2 a minimum of twenty-seven (27) unduplicated PARTICIPANTS. Personal
3 Empowerment Program series is comprised of a ten (10) week educational support
4 program designed to help battered victims break the cycle of domestic violence
5 through the following: education on the dynamics of domestic violence; effects
6 of violence on victims and their children; and to help battered victims
7 protect children who live in domestic violence homes. Personal Empowerment
8 Program topics shall include, but not be limited to: safety planning;
9 boundaries; anger management; legal aspects of domestic violence; work through
10 denial; and maintain healthy relationships. Personal Empowerment Program
11 services shall be provided in a family friendly, culturally responsive manner
12 in English and Spanish as needed by PARTICIPANT.

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

20 4.9.4 IH shall provide Personal Empowerment Program services at
21 the FRC and/or at other community locations, to be approved in advance and in
22 writing by ADMINISTRATOR.

23 4.9.5 IH shall measure progress by ensuring PARTICIPANTS
24 complete FaCT measurement tools.

25 4.9.6 IH's Personal Empowerment Program services shall address
26 the following PSSF service categories: FP and FS.

27 4.9.7 IH shall provide qualified Personal Empowerment Program
28 Instructor staff as specified in Subparagraph 11.4 of this Exhibit.

1 4.10 PEP TLFR:

2 4.10.1 IH shall provide Personal Empowerment Program TLFR
3 services to parents and/or caregivers of children ages birth to eighteen (0-
4 18) years who are at-risk ~~for~~ of abuse or neglect. TLFR individuals mat
5 include: those who are low-income; dealing with poverty issues, child abuse,
6 domestic violence; individuals in the process of reunification; individuals in
7 the County adoption process; or those who may be experiencing a crisis due to
8 interpersonal conflicts, difficult parenting issues, challenging child needs,
9 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
10 of Subparagraph 4.11).

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

25 4.10.3 IH shall provide Personal Empowerment Program TLFR groups
26 continuously throughout the term of this Agreement. Each group shall be a
27 minimum of two (2) hours in duration. IH shall provide Personal Empowerment
28 Program TLFR services from 8:30 a.m. to 5:00 p.m., Monday through Friday, at

1 dates and times convenient for PARTICIPANTS. PEP TLFR services shall be
2 offered at additional times based on PARTICIPANT availability.

3 4.10.4 IH shall provide Personal Empowerment Program TLFR
4 services at the FRC and/or at other community locations, to be approved in
5 advance and in writing by ADMINISTRATOR.

6 4.10.5 IH shall measure progress by ensuring PARTICIPANTS
7 complete FaCT measurement tools.

8 4.10.6 IH's Personal Empowerment Program TLFR services shall
9 address the following PSSF service categories: TLFR.

10 4.10.7 IH shall provide qualified Personal Empowerment Program
11 Instructor staff as specified in Subparagraph 11.4 of this Exhibit.

12 4.11 Community Resource Services:

13 4.11.1 City of Stanton (Stanton) shall provide Community Resource
14 Services to the following: parents and/or caregivers and their children ages
15 birth to eighteen (0-18) years who are at-risk of abuse or neglect.
16 Individuals may include: those who are or low-income or dealing with poverty
17 issues (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph
18 4.11).

19 4.11.2 Stanton shall provide Community Resource Services for a
20 minimum of nine hundred (900) unduplicated PARTICIPANTS. Community Resource
21 Services shall include, but not be limited to the following: an assessment of
22 need; referral to emergency housing; emergency food; family counseling; child
23 care; substance abuse counseling and treatment; parenting training; utility
24 assistance; health and mental health treatment; education and job training;
25 legal aid; youth academic and recreation services; linkages to a wide range of
26 community services; general family support; family advocacy; case management
27 team; parenting services; treatment services; domestic violence; basic needs;
28 and many other services based on client needs. The FRC shall be required to

1 partner with other County and local community resource services providers.
2 Community Resource Services shall be provided in a family friendly, culturally
3 responsive manner in English and Spanish as needed by PARTICIPANT.

4 4.11.3 Stanton shall provide Community Resource Services Monday
5 through Friday from 8:30 a.m. to 5:00 p.m., continuously throughout the term
6 of this Agreement. FRC shall provide a phone messaging system to record
7 messages during all other times.

8 4.11.4 Stanton shall provide Community Resource Services at FRC
9 locations.

10 4.11.5 Stanton shall measure progress by completing FaCT
11 measurement tools.

12 4.11.6 Stanton's Community Resource Services shall address the
13 following PSSF service categories: FP, FS, TLFR, and APS.

14 4.11.7 Stanton shall provide qualified Community Resource
15 Services Specialist staff as specified in Subparagraph 11.2 of this Exhibit.

16 4.12 Kids Night Out:

17 4.12.1 Stanton shall provide Kids Night Out events to children
18 ages six to fourteen (6-14) years who are at-risk of abuse or neglect, and/or
19 their parents, adoptive parents (and their children), foster parents (and
20 their children), non-relative extended family members, and/or relative
21 caregivers (and their children) (hereinafter referred to as "PARTICIPANTS" for
22 purposes of Subparagraph 4.12).

23 4.12.2 Stanton shall provide Kids Night Out events for a minimum
24 of one hundred (100) unduplicated PARTICIPANTS. Kids Night Out events shall
25 include, but not be limited to the following: provide parents with "kid free"
26 time for rest and recreation while their children attend an event; engage
27 children in fun; recreational activities; games; movies; crafts; and dinner.

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1 Kids Night Out services shall be provided in a family friendly, culturally
2 responsive manner in English and Spanish as needed by PARTICIPANT.

3 4.12.3 Stanton shall provide a minimum of four (4) Kids Night Out
4 events during the term of this Agreement. Kids Night Out services shall be
5 offered evenings, weekends, and/or other dates and times convenient for
6 PARTICIPANTS, based on PARTICIPANT availability.

7 4.12.4 Stanton shall provide Kids Night Out events services at
8 FRC locations.

9 4.12.5 Stanton shall measure progress by completing FaCT
10 measurement tools.

11 4.12.6 Stanton's Kids Night Out services shall address the
12 following PSSF service categories: FP, FS, TLFR, and APS.

13 4.12.7 Stanton shall provide qualified FRC Coordinator staff as
14 specified in Subparagraph 11.1 of this Exhibit.

15 4.13 Family Fridays:

16 4.13.1 Stanton shall provide Family Fridays events to children
17 ages birth to eighteen (0-18) years who are at-risk of abuse or neglect,
18 and/or their parents, adoptive parents (and their children), foster parents
19 (and their children), non-relative extended family members, and relative
20 caregivers (and their children) (hereinafter referred to as "PARTICIPANTS" for
21 purposes of Subparagraph 4.13).

22 4.13.2 Stanton shall provide Family Fridays events for a minimum
23 of three hundred (300) unduplicated PARTICIPANTS. Family Fridays events shall
24 include, but not be limited to the following: live music; arts; crafts; game
25 booths; contests; prizes; food; provide parents with a night off from their
26 routine; foster positive fun; and family interactions. Family Fridays
27 services shall be provided in a family friendly, culturally responsive manner
28 in English and Spanish as needed by PARTICIPANT.

1 4.13.3 Stanton shall provide a minimum of three (3) Family
2 Fridays events during the term of this Agreement. Family Fridays services
3 shall be offered, evenings, weekends, and/or other dates and times convenient
4 for PARTICIPANTS, based on PARTICIPANT availability.

5 4.13.4 Stanton shall provide Family Fridays services at FRC
6 locations.

7 4.13.5 Stanton shall measure progress by completing FaCT
8 measurement tools.

9 4.13.6 Stanton's Family Fridays services shall address the
10 following PSSF service categories: FP, FS, TLFR, and APS.

11 4.13.7 Stanton shall provide qualified FRC Coordinator staff as
12 specified in Subparagraph 11.1 of this Exhibit.

13 4.14 Homework Help:

14 4.14.1 Boys and Girls Club of Stanton (B&GCS) shall provide
15 Homework Help services to children ages six to eighteen (6-18) years who are
16 at-risk of abuse or neglect including those who are low-income (hereinafter
17 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.14).

18 4.14.2 B&GCS shall provide Homework Help services to a minimum of
19 seventy-five (75) unduplicated PARTICIPANTS. Homework Help services shall
20 include, but not be limited to the following: assistance in all school based
21 curriculum subjects; provide educational support to achieve school success;
22 set goals for higher education; homework assistance; reading club; writing
23 club; reading encouragement; completing assignments; and summer tutorial
24 program. Homework Help services shall be provided in a family friendly,
25 culturally responsive manner in English, Spanish, and Vietnamese as needed by
26 PARTICIPANT.

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1 4.14.3 B&GCS shall provide Homework Help services Monday through
2 Friday from 1:00 to 6:30 p.m., continuously throughout the term of this
3 Agreement.

4 4.14.4 B&GCS shall provide Homework Help services at FRC and/or
5 B&GCS locations.

6 4.14.5 B&GCS shall measure progress by completing FaCT
7 measurement tools.

8 4.14.6 B&GCS's Homework Help services shall address the following
9 PSSF service categories: FP, FS, TLFR, and APS.

10 4.14.7 B&GCS shall provide qualified Education Director staff as
11 specified in Subparagraph 11.3 of this Exhibit.

12 4.15 Healthy Girls Program:

13 4.15.1 B&GCS shall provide Healthy Girls Program services to
14 girls ages nine to eighteen (9-18) years who are at-risk of abuse or neglect
15 including those who are low-income (hereinafter referred to as "PARTICIPANTS"
16 for purposes of Subparagraph 4.15).

17 4.15.2 B&GCS shall provide Healthy Girls Program services for a
18 minimum of thirty (30) unduplicated PARTICIPANTS. Healthy Girls Program
19 services shall include, but not be limited to the following: address issues of
20 healthy lifestyle behaviors including, but not limited to; discussion;
21 exercise; attitude; nutrition; taking care of body, strengthen decision making
22 skills; analyze media; peer influence; and provide incentives for completing
23 the program. Healthy Girls Program services shall be provided in a family
24 friendly, culturally responsive manner in English and Spanish as needed by
25 PARTICIPANT.

26 4.15.3 B&GCS shall provide a minimum of ten (10) weekly Healthy
27 Girls Program services sessions, one (1) hour in duration each, Monday through
28 Friday from 1:00 to 6:30 p.m., during the term of this Agreement.

1 4.15.4 B&GCS shall provide Healthy Girls Program services at FRC
2 and/or B&GCS locations.

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

5 4.15.6 B&GCS's Healthy Girls Program services shall address the
6 following PSSF service categories: FP, FS.

7 4.15.7 B&GCS shall provide qualified Education Director staff as
8 specified in Subparagraph 11.3 of this Exhibit.

9 4.16 SMART Moves:

10 4.16.1 B&GCS shall provide Skills, Mastery, and Resistance
11 Training (SMART) Moves services for to children ages six to twelve (6-12)
12 years who are at risk of abuse or neglect including those who are low-income
13 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.16).

14 4.16.2 B&GCS shall provide SMART Moves services for a minimum of
15 forty-five (45) unduplicated PARTICIPANTS. SMART Moves services shall
16 include, but not be limited to the following: provide skills; mastery;
17 resistance training; address issues of drug and alcohol use; discussion; role
18 play; practice resistance and refusal skills; assertiveness development;
19 strengthen decision making skills; analyze media; peer influence; and
20 incentives for completing the program. SMART Moves services shall be provided
21 in a family friendly, culturally responsive manner in English and Spanish as
22 needed by PARTICIPANT.

23 4.16.3 B&GCS shall provide a minimum of one (1) SMART Moves
24 series, consisting of seventeen (17) weekly sessions, one (1) hour in duration
25 each, Monday through Friday from 1:00 to 6:30 p.m., during the term of this
26 Agreement.

27 4.16.4 B&GCS shall provide SMART Moves services at FRC and/or
28 B&GCS locations.

1 4.16.5 B&GCS shall measure progress by completing FaCT
2 measurement tools.

3 4.16.6 B&GCS's SMART Moves services shall address the following
4 PSSF service categories: FP, FS.

5 4.16.7 B&GCS shall provide qualified Education Director staff as
6 specified in Subparagraph 11.3 of this Exhibit.

7 4.17 Tutoring:

8 4.17.1 B&GCS shall provide Tutoring services to children ages six
9 to eighteen (6-18) years who are at-risk of abuse or neglect including those
10 who are low-income (hereinafter referred to as "PARTICIPANTS" for purposes of
11 Subparagraph 4.18).

12 4.17.2 B&GCS shall provide Tutoring services for a minimum of
13 twenty-five (25) unduplicated PARTICIPANTS. Tutoring services shall include,
14 but not be limited to assistance in math and reading. Tutoring services shall
15 be provided in a family friendly, culturally responsive manner in English,
16 Spanish, and Vietnamese as needed by PARTICIPANT.

17 4.17.3 B&GCS shall provide Tutoring services Monday through
18 Friday from 1:00 to 6:30 p.m., during the school year (i.e., September through
19 June).

20 4.17.4 B&GCS shall provide Tutoring services at FRC and/or B&GCS
21 locations.

22 4.17.5 B&GCS shall measure progress by completing FaCT
23 measurement tools.

24 4.17.6 B&GCS's Tutoring services shall address the following PSSF
25 service categories: FP, FS, TLFR, and APS.

26 4.17.7 B&GCS shall provide qualified Education Director staff as
27 specified in Subparagraph 11.3 of this Exhibit.

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1 4.18 Summer Learning Program:

2 4.18.1 B&GCS shall provide Summer Learning Program services to
3 children ages six to eighteen (6-18) years who are at-risk of abuse or neglect
4 including those who are low-income (hereinafter referred to as "PARTICIPANTS"
5 for purposes of Subparagraph 4.19).

6 4.18.2 B&GCS shall provide Summer Learning Program services for a
7 minimum of fifty (50) unduplicated PARTICIPANTS. Summer Learning Program
8 services shall include, but not be limited to the following: math, reading and
9 science enrichment curriculum; provide educational support to achieve school
10 success; completing assignments; designed to keep PARTICIPANTS on track for
11 the upcoming school year. Summer Learning Program services shall be provided
12 in a family friendly, culturally responsive manner in English, Spanish, and
13 Vietnamese as needed by PARTICIPANT.

14 4.18.3 B&GCS shall provide Summer Learning Program services
15 Monday through Friday from 1:00 to 6:30 p.m., during the school summer break
16 (i.e., June through September).

17 4.18.4 B&GCS shall provide Summer Learning Program services at
18 FRC and/or B&GCS locations.

19 4.18.5 B&GCS shall measure progress by completing FaCT
20 measurement tools.

21 4.18.6 B&GCS's Summer Learning Program services shall address the
22 following PSSF service categories: FP, FS, TLFR, and APS.

23 4.18.7 B&GCS shall provide qualified Education Director staff as
24 specified in Subparagraph 11.3 of this Exhibit.

25 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

26 5.1 In addition to providing the services described in Paragraph 2.3
27 of this Exhibit A, CONTRACTOR agrees to:

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1 5.1.1 Provide ADMINISTRATOR a detailed marketing plan for each
2 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

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

7 5.1.3 Demonstrate the ability, now and in the future, to
8 integrate multiple public, private, and collaborative partner funding sources.

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

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

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

1 FRC. The CEAC shall consist of community members such as parents, youths,
2 teachers, school community liaisons, businesses professionals, religious
3 community leaders, law enforcement, human and health service professionals,
4 and city representatives. CEAC shall assess, survey, and identify community
5 strengths and needs to advocate for FRC services to meet community need on an
6 annual basis; develop parent and youth leadership; and engage business
7 community to provide tangible support and leadership. The FRC shall provide
8 staff and volunteer coordination to develop and support CEAC.

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

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

19 6. FACILITIES

20 Administrative services under this Agreement shall be provided at:

21 Stanton Family Resource Center
22 c/o City of Stanton
23 7800 Katella Avenue
24 Stanton, CA 90680

25 Home Based Services will be provided in the homes of PARTICIPANTS
26 referred for service.

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

4 7. REPORTS

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

8 7.1 Family identifier;

9 7.2 Family member identifier;

10 7.3 Ethnicity;

11 7.4 Date of birth;

12 7.5 Sex;

13 7.6 Referral reason(s);

14 7.7 Services recommended;

15 7.8 Services provided;

16 7.9 Date services delivery begins;

17 7.10 Date service delivery ends;

18 7.11 Status indicators (e.g., previous abuse reports, existing health
19 problems, etc.);

20 7.12 Primary language spoken;

21 7.13 PSSF service outcomes as identified in Paragraph 2 of this
22 Exhibit; and,

23 7.14 PSSF service category as identified in Paragraph 2 of this
24 Exhibit.

25 7.15 Reports shall be prepared in a format approved in writing by
26 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and
27 Social Services Agency (SSA) Contract Administrator by the twentieth (20th)
28 day of each month for the preceding month of services.

1 7.16 CONTRACTOR shall complete registration forms and attendance sheets
2 for every service delivered to participant(s) unless specifically exempted by
3 ADMINISTRATOR.

4 7.17 CONTRACTOR shall complete the FaCT standardized Marketing Outreach
5 Log and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10)
6 calendar days following the end of each quarter.

7 7.18 CONTRACTOR shall provide information deemed necessary by
8 ADMINISTRATOR to complete any state-required reports related to the services
9 provided under this Agreement.

10 8. UTILIZATION REVIEW

11 8.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's
12 request at CONTRACTOR's facility identified in Paragraph 6 of this Exhibit A,
13 to review and evaluate a random selection of PARTICIPANT case records. The
14 review shall include, but is not limited to, an evaluation of the necessity
15 and appropriateness of services provided and length of services. PARTICIPANT
16 cases to be reviewed shall be randomly selected by ADMINISTRATOR.

17 8.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
18 differences of opinion regarding the necessity and appropriateness of services
19 and length of services, the dispute shall be submitted to COUNTY's Director of
20 Children and Family Services for final resolution.

21 9. SUSTAINABILITY

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

25 9.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order
26 to pursue long-term sustainability of CONTRACTOR's FaCT collaborative
27 programs. This includes, but is not limited to, participation in the
28 following:

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

3 9.1.2 Training programs developed by or for FaCT;

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

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

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

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

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

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

20 10. BUDGET

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

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

<u>LINE ITEMS:</u>	Maximum	Hourly	Annual
<u>SALARIES:</u>	<u>FTE</u> ⁽¹⁾	<u>Rate</u> ⁽²⁾	<u>Budget</u>
<u>City of Stanton (Stanton):</u>			
FRC Coordinator (Services 4.13 - 4.14)	1.0	\$27.43	\$ 57,055

1	Community Resource Services Specialist (Service	1.0	16.32	<u>33,945</u>
2	4.12)			
3	Subtotal Stanton Salaries:			\$ 91,000
4	Stanton Benefits (29.67%) ⁽³⁾			<u>27,000</u>
5	Subtotal Stanton Salaries and Benefits:			\$118,000
6				
7	<u>Boys and Girls Club of Stanton (B&GCS):</u>			
8	Education Director (Services 4.15 - 4.19)	0.50	\$12.00	\$ <u>12,480</u>
9	Subtotal B&GCS Salaries:			\$ 12,480
10	B&GCS Benefits (3.61%) ⁽³⁾			<u>450</u>
11	Subtotal B&GCS Salaries and Benefits:			\$ 12,930
12				
13	<u>Interval House (IH):</u>			
14	Personal Empowerment Program Instructor (Services	0.225	\$20.75	\$ <u>9,711</u>
15	4.9 - 4.11)			
16	Subtotal IH Salaries:			\$ 9,711
17	IH Benefits (20%) ⁽³⁾			<u>1,942</u>
18	Subtotal IH Salaries and Benefits:			\$ 11,653
19				
20	<u>Raise Foundation (RF):</u>			
21	Family Advocate/Individual Case Manager (Service	1.0	\$16.84	\$ 35,027
22	4.5)			
23	Supervisor (Admin.)	0.025	21.00	1,092
24	Accountant/Bookkeeper (Admin.)	0.025	20.00	<u>1,040</u>
25	Subtotal RF Salaries:			\$ 37,159
26	RF Benefits (20%) ⁽³⁾			<u>7,432</u>
27	Subtotal RF Salaries and Benefits:			\$ 44,591
28	<u>Western Youth Services (WYS):</u>			

1	Comprehensive Case Management Team Facilitator/ Program Coordinator (Service 4.1)	0.10	\$34.35	\$ 7,144
3	Bilingual Counselor (Services 4.2 - 4.5)	0.20	24.76	10,300
4	Parenting Educator (Service 4.6 - 4.8) ⁽⁸⁾	0.03654	24.76	1,882
5	Program Director (Admin.)	0.0125	36.22	<u>942</u>
6	Subtotal WYS Salaries:			\$ 20,268
7	WYS Benefits (21%) ⁽³⁾			<u>4,256</u>
8	Subtotal WYS Salaries and Benefits:			\$ 24,524
9	SUBTOTAL ALL SALARIES AND BENEFITS:			\$211,698
10	<u>SERVICES AND SUPPLIES:</u>			
11	Stanton - Program Expenses			\$ 89
12	B&GCS - Program Expenses			1,125
13	B&GCS - Office Expense/Education Supplies			945
14	IH - Program Expenses			1,347
15	RF - Program Expenses			800
16	RF - Administrative Office Expenses			328
17	RF - Training			52
18	RF - Mileage ^(4 & 5)			529
19	WYS - Program Expenses			449
20	WYS - Office Expenses			242
21	WYS - Mileage ^(4 & 5)			<u>600</u>
22	SUBTOTAL SERVICES AND SUPPLIES:			\$ 6,506
23	<u>OPERATING EXPENSES:</u>			
24	RF - Recruitment			50
25	RF - Insurance			50
26	RF - Telephone/DSL/Internet/Technical Support			50

1	WYS - Insurance	170
2	WYS - Audit	105
3	WYS Staff Training	<u>100</u>
4		
5	SUBTOTAL OPERATING EXPENSES:	\$ 525
6	<u>INDIRECT COSTS:</u>	
7	RF ⁽⁶⁾	\$ 50
8	WYS ⁽⁷⁾	<u>1,221</u>
9	SUBTOTAL INDIRECT COSTS	1,271
10	MAXIMUM COUNTY OBLIGATION:	\$220,000

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

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

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

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

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

1 ⁽⁶⁾ RF's indirect costs are for those expenses related to the required
2 annual SSA Independent Audits.

3 ⁽⁷⁾ WYS' indirect costs include professional dues, subscriptions,
4 business license fees, utilities, copy lease, recruitment, training, IT
5 maintenance, office supplies, and allocated administrative overhead expenses.

6 ⁽⁸⁾ WYS's Parenting Educator staff shall provide a minimum of seventy-six
7 (76) parenting education hours throughout the term of this Agreement. Monthly
8 reimbursement is based on actual hours worked.

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

18 11. STAFF

19 Stanton shall provide the following described staff positions:

20 11.1 FRC Coordinator:

21 11.1.1 Duties: Perform a variety of administrative functions;
22 coordinate service providers; supervise FRC staff; oversee day-to-day FRC
23 operations; compile statistical and financial data for various reports;
24 facilitate CEAC community involvement; coordinate governance and policy
25 procedure development; coordinate staff training opportunities; prepare and
26 monitor program budget; market FRC services within the community; initiate
27 outreach to new partners and service providers; respond to public inquires on
28 FRC services, procedures, operations, and regulations; facilitate FRC and

1 staff meetings; complete all required documentation; attend all required FaCT
2 meetings and trainings; and perform related duties as assigned.

3 11.1.2 Qualifications: Bachelor's degree (or Master's degree
4 preferred) in social work, sociology, psychology, or related field from an
5 accredited university; and two (2) years of experience working with at-risk
6 families and the community; knowledge of the child welfare system; capable of
7 relating well to individuals from diverse backgrounds, cultures, varied
8 income, and education levels; supervisory experience in management; ability to
9 work successfully in a collaborative environment; attention to detail;
10 proficient written and verbal English skills and computer competency. A
11 minimum of four (4) years of experience working with at-risk families and the
12 community may substitute for the required Bachelor's degree and two years (2)
13 of experience. Bilingual English/Spanish or English/Vietnamese is required.

14 11.2 Community Resource Services Specialist:

15 11.2.1 Duties: Provide community resource information assistance
16 PARTICIPANTS; provide linkage to service providers; perform outreach to
17 community businesses and schools; research information regarding community
18 services; collect and input required program data; promote FRC program
19 services; assist in evaluation of PARTICIPANT needs; represent FRC at
20 community events; maintain required documentation; collect and input data into
21 FaCT database.

22 11.2.2 Qualifications: High school diploma or equivalent GED;
23 knowledge and understanding of services provided at the FRC; ability to relate
24 well to individuals from diverse backgrounds, cultures, varied income levels,
25 and educational levels. Bilingual in English/Spanish or English/Vietnamese
26 and proficiency in English is required.

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1 B&GCS shall provide the following described staff position:

2 11.3 Education Director:

3 11.3.1 Duties: Work with youth and teens ages six through
4 eighteen (6-18) years in all educational services; provide homework help;
5 tutoring in all school curriculum subjects; teach B&GCS Programs; SMART Moves,
6 and Healthy Girls to youth and teens; collect data for the FRC and B&GCS; and
7 maintain required documentation and reports.

8 11.3.2 Qualifications: Bachelor's degree preferred; high school
9 diploma or GED required; one (1) year experience working with youth, teens,
10 and families; excellent verbal and written communication skills; proficient in
11 English and bilingual in Spanish; some computer skills in Microsoft; maintain
12 records; collect data as needed; relate well with individuals from a diverse
13 background and cultures.

14 IH shall provide the following described staff position:

15 11.4 Personal Empowerment Program Instructor:

16 11.4.1 Duties: Provide Personal Empowerment Program educational
17 support to victims to break the cycle of domestic violence by increasing
18 knowledge of the dynamics of domestic violence; effect of violence on victims
19 and their children; help battered victims protect children who live in violent
20 homes; increase family functioning by teaching coping skills; prevention
21 recurrence of maltreatment; provide emotional support; stabilize immediate
22 crisis; develop goals for the families; monitor attendance and participation;
23 provide written report(s); compile and maintain records; collect and input
24 data into FaCT database; and attend all required meetings and trainings.

25 11.4.2 Qualifications: Two (2) years of experience working with
26 domestic violence families; forty (40) hours of Domestic Violence Prevention
27 training; eight (8) hours of Child Abuse Prevention and Reporting Training;
28 completion of Personal Empowerment Program Training; and a valid Domestic

1 Violence Advocate Certificate is required. Bilingual in English/Spanish or
2 English/Vietnamese and proficiency in English is required.

3 RF shall provide the following described staff position:

4 11.5 Family Advocate/Individual Case Manager:

5 11.5.1 Duties: Assess needs and assist families in crisis to
6 access resources to meet needs, including court ordered families to facilitate
7 family reunification; coordinate information for PARTICIPANT referrals;
8 participate in Comprehensive Case Management Team meetings; follow up on
9 progress of families; help alleviate barriers to accessing services; compile
10 and maintain records; prepare reports; collect and input data into FaCT
11 database; link families to resources, services, and opportunities; teach and
12 empower families to access community resources; strengthen problem solving
13 skills; provide assessment; case planning; follow up; documentation; complete
14 FaCT approved assessment tools; and attend all required meetings and
15 trainings.

16 11.5.2 Qualifications: Bachelor's degree in human services or
17 related field from an accredited university; knowledge of the child welfare
18 system; and one (1) year of community experience working directly with
19 families in crisis and the community is preferred. Possess the ability to
20 relate well to individuals from diverse backgrounds, cultures, income, and
21 education levels. A minimum of three (3) years of experience may substitute
22 for the required Bachelor's degree and one (1) year of experience. Bilingual
23 in English/Spanish or English/Vietnamese and proficiency in English is
24 required.

25 11.6 Supervisor:

26 11.6.1 Duties: Responsible for overseeing the administration of
27 services provided by the Community Resource Services Specialist and the
28 Accountant Positions; ensuring staff are provided with adequate training,

1 ensuring the accuracy of financial records; and attending FRC Partner Meetings
2 and trainings as required.

3 11.6.2 Qualifications: Bachelor's Degree in human services or a
4 related field from an accredited university; five years of management and
5 supervisory experience in the social service field; and possess excellent
6 written and verbal skills.

7 11.7 Accountant/Bookkeeper:

8 11.7.1 Duties: Responsible for ensuring accurate and timely
9 payment of FRC partner agency invoices; timely billing to ADMINISTRATOR;
10 documenting expenditures for audit purposes; attending FaCT-required training;
11 providing financial reports as required or requested by FRC partner agencies
12 and/or ADMINISTRATOR.

13 11.7.2 Qualifications: Bachelor's degree in accounting or in a
14 business or finance related field from an accredited university; two (2) years
15 of experience working as an accountant. Proficiency in English is required.

16 WYS shall provide the following described staff position:

17 11.8 Comprehensive Case Management Team Facilitator/Program
18 Coordinator:

19 11.8.1 Duties: Legally responsible for ensuring the
20 Comprehensive Case Management Team and/or staff members follow up on all
21 mandated reporting requirements; check attendance of required Comprehensive
22 Case Management Team; ensure confidentiality and/or release forms are signed
23 and maintained; possess a thorough understanding of the laws of
24 confidentiality, child, elder, and dependent adult abuse reporting; facilitate
25 weekly Comprehensive Case Management Team cases including a thorough
26 assessment of needs, treatment plan, follow up plan, and termination; document
27 and maintain case management team records; collect and input data into the
28 FaCT database; and attend all required meetings and trainings.

1 11.8.2 Qualifications: Licensed clinician or license-eligible
2 clinician (registered with the Board of Behavioral Science [BBS] and assigned
3 an intern number or an Associate Clinical Social Worker [ACSW] number) such as
4 a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT),
5 or Licensed Clinical Psychologist. Bilingual in English/Spanish or
6 English/Vietnamese and proficiency in English is required.

7 11.9 Bilingual Counselor:

8 11.9.1 Duties: Provide individual, family, group, and crisis
9 counseling services for children, parents, and/or caregivers who are
10 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
11 parenting issues, challenging child needs, and/or traumatic loss; provide
12 emotional support; stabilize immediate crisis; develop goals for the family;
13 maintain records; prepare reports; collect and input data into FaCT database;
14 and attend all required meetings and trainings.

15 11.9.2 Qualifications: Licensed clinician, license-eligible
16 clinician from an accredited university, or a qualified professional including
17 student trainee and interns enrolled in an accredited graduate program under
18 clinical supervision. Bilingual in English/Spanish or English/Vietnamese and
19 proficiency in English is required.

20 11.10 Parenting Educator:

21 11.10.1 Duties: Improve parenting skills and family functioning
22 by teaching parent/caregivers about child development (e.g., developmental
23 expectations); behavior management (e.g., discipline techniques); coping
24 skills (e.g., communication and stress management); prevention of recurrence
25 of maltreatment; attachment; bonding; traumatic loss issues; monitor
26 attendance and participation; provide written report(s); complete FaCT
27 approved assessment tools; compile and maintain records; collect and input
28 data into FaCT database; and attend all required meetings and trainings.

1 11.10.2 Qualifications: Twelve (12) units of college education in
2 child development, psychology, sociology, social work, or a related field; one
3 (1) year of experience working in the human services field; and one (1) year
4 of experience working with public speaking or teaching; or two (2) years of
5 experience working in the human services field; certificate of completion in
6 child development or parenting curriculum, and one (1) year experience with
7 public speaking or teaching. Bilingual in English/Spanish or
8 English/Vietnamese and proficiency in English is required.

9 11.11 Program Director:

10 11.11.1 Duties: Legally responsible for ensuring the team and/or
11 staff members follow up on all mandated reporting requirements; check
12 attendance of required Comprehensive Case Management Team; ensure
13 confidentiality and/or release forms are signed and maintained; possess a
14 thorough understanding of the laws of confidentiality, child, elder, and
15 dependent adult abuse reporting; facilitate weekly Comprehensive Case
16 Management Team cases including a thorough assessment of needs, treatment
17 plan, follow up plan, and termination; document and maintain case management
18 team records; collect and input data into the FaCT database; and attend all
19 required meetings.

20 11.11.2 Qualifications: Licensed clinician or license-eligible
21 clinician (registered with the Board of Behavioral Science [BBS] and assigned
22 an intern number or an Associate Clinical Social Worker [ACSW] number) such as
23 a LCSW, MFT, or Licensed Clinical Psychologist.

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