

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 CITY OF WESTMINSTER
6 AND
7 BOYS AND GIRLS CLUB OF WESTMINSTER
8 AND
9 ABRAZAR, INC.
10 AND
11 INTERVAL HOUSE
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 Westminster, a
20 California municipal agency; Boys and Girls Club of Westminster, a California
21 non-profit corporation; Abrazar, Inc., a California non-profit corporation;
22 Interval House, a California non-profit corporation; and Western Youth Services,
23 a California non-profit corporation; hereinafter collectively referred to as
24 "WESTMINSTER FAMILY RESOURCE CENTER" or "CONTRACTOR." City of Westminster, Boys
25 and Girls Club of Westminster, Abrazar, Inc., Interval House, and Western Youth
26 Services ~~may shall~~ each also be referred to individually as "Contractor Partner
27 Agency" or collectively as "Contractor Partner Agencies." This Agreement shall
28 be administered by the County of Orange Social Services Agency Director or

1 designee, hereinafter referred to as "ADMINISTRATOR."

2
3 W I T N E S S E T H:
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5 WHEREAS, Federal legislation has provided funding under the Promoting
6 Safe and Stable Families Program (formerly known as the "Family Preservation
7 and Support Program" and currently known in the COUNTY as Families and
8 Communities Together [FaCT] Program) and other funding sources for the
9 provision of services intended to maintain the safety of children in their
10 homes, help families through crises that might lead to the removal of children
11 from their homes or speed the return of children to their homes, and to
12 alleviate stress and promote parental competencies; and

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

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

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

21 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
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1 1. TERM

2 The term of this Agreement shall commence on July 1, 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 Westminster Family Resource Center, for the Provision of
8 Services Promoting Safe and Stable Families **Services**, attached hereto and
9 incorporated herein by reference. CONTRACTOR shall operate continuously
10 throughout the term of this Agreement with the number and type of staff
11 described and as required for provision of services hereunder pursuant to the
12 personnel 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, and agrees to maintain
24 these licenses and permits in effect for the duration of this Agreement.
25 Further, CONTRACTOR warrants that its employees shall conduct themselves in
26 compliance with such laws and licensure requirements including, without
27 limitation, compliance with laws applicable to sexual harassment and ethical
28 behavior.

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

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

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

19 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

20 6.1 Delegation and Assignment:

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

1 requiring COUNTY approval.

2 6.2 Subcontracts:

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

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

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

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

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

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

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

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

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

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

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

28 7.1.3 A detailed statement indicating the relationship of

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

4 7.2 Change in Form of Business Organization:

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

12 7.3 Real Property Disclosure:

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

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

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

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

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

1 7.3.3.2 The amount of monetary consideration to be 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
23 shall 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

1 change in the agreement(s) with respect to real property where persons
2 receive 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
3 of all applicable Federal or State laws. Notices describing the provisions
4 of 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
17 of 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
23 24, CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC
24 Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic
25 Adoption Act of 1996; and other applicable Federal and State laws, as well as
26 their implementing regulations (including Title 45 CFR Parts 80, 84, and 91;
27 Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining
28 to Equal Employment Opportunity, Affirmative Action and Nondiscrimination as

1 each may now exist or be hereafter amended. CONTRACTOR shall not implement
2 any administrative methods or procedures which would have a discriminatory
3 effect or which would violate the CDSS Manual of Policies and Procedures
4 (MPP) Division 21, Chapter 21-100. If there are any violations of this
5 paragraph, CDSS shall have the right to invoke fiscal sanctions or other
6 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-
7 11139.5, or any other laws, or the issue may be referred to the appropriate
8 Federal agency for further compliance action and enforcement of Subparagraph
9 8.6 et seq.

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

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

14 8.6.2.2 Discrimination Complaint Form

15 8.6.2.3 Civil Rights Contacts:

16 County Civil Rights Contact:

17 Orange County Social Services Agency

18 Program Integrity

19 Attn: Civil Rights Coordinator

20 P.O. Box 22001

21 Santa Ana, CA 92702-2001

22 Telephone: (714) 438-8877

23 State Civil Rights Contact:

24 California Department of Social Services

25 Civil Rights Bureau

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

27 Sacramento, CA 94244-2430

28 Federal Civil Rights Contact:

1 U.S. Department of Health and Human Services
2 Office of Civil Rights
3 50 U.N. Plaza, Room 322
4 San Francisco, CA 94102

5 9. NOTICES

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

8 COUNTY: County of Orange Social Services Agency

9 Contract Services

10 888 N. Main Street

11 Santa Ana, CA 92701

12 CONTRACTOR: Westminster Family Resource Center

13 c/o City of Westminster

14 7200 Plaza Street

15 Westminster, CA 92683

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

22 10. NOTICE OF DELAYS

23 Except as otherwise provided under this Agreement, when either party has
24 knowledge that any actual or potential situation is delaying or threatens to
25 delay the timely performance of this Agreement, that party shall, within one
26 (1) business day, give notice thereof, including all relevant information with
27 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.
17 If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of
18 A-/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:

21

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Partner Agencies</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate	City of Westminster, (City); Boys and Girls Club of Westminster (B&GCW); Abrazar, Inc.(Abrazar);

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		Interval House (IH); and Western Youth Services (WYS)
Automobile Liability (including coverage for owned, non-owned and hired vehicles)	\$1,000,000 per occurrence \$1,000,000 per occurrence \$2,000,000 per occurrence \$5,000,000 per occurrence	City, B&GCW, Abrazar, IH, WYS
Workers' Compensation	Statutory	City, BGCW, Abrazar, IH, WYS
Employer's Liability	\$1,000,000 per occurrence	City, BGCW, Abrazar, IH, WYS
Professional Liability	\$1,000,000 per claims made or per occurrence	City, BGCW, Abrazar, IH, WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	City, BGCW, Abrazar, IH, WYS
Employee Dishonesty	\$36,665	City

12.7 Required Coverage Forms

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

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

1 12.8 Required Endorsements

2 12.8.1 Commercial General Liability policy shall contain the
3 following endorsements, which shall accompany the Certificate of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

27 CONTRACTOR shall report to COUNTY:

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

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

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

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

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

15 14. CONFLICT OF INTEREST

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

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

26 15. ANTI-PROSELYTISM PROVISION

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

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

3 16. SUPPLANTING GOVERNMENT FUNDS

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

13 17. EQUIPMENT

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

24 CONTRACTOR further agrees to the following:

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

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

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

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

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

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

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

1 18. BREACH SANCTIONS

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

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

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

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

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

18 19. DESIGNATED FISCAL AGENCY

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

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

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

12 20. PAYMENTS

13 20.1 Maximum Contractual Obligation:

14 The maximum obligation of COUNTY under this Agreement shall be
15 \$220,000, or actual allowable costs, whichever is less.

16 20.2 Allowable Costs:

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

23 ~~20.3 Advance Payment:~~

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

1 ~~sole discretion, deduct any such advances from any one or more payments owed~~
2 ~~to CONTRACTOR prior to March 31, 2012, 2013, and/or 2014. If, at the~~
3 ~~conclusion of this Agreement, there is a balance owing COUNTY, CONTRACTOR~~
4 ~~shall immediately refund said monies to COUNTY.~~

5 20.4 Claims:

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

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

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

26 20.4.4 Final Claims/Settlement:

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

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

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

18 21. OVERPAYMENTS

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

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

4 22. OUTSTANDING DEBT

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

8 23. FINAL REPORT

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

14 24. INDEPENDENT AUDIT

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

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

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

6 25. RECORDS, INSPECTIONS AND AUDITS

7 25.1 Financial Records:

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

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

18 25.2 Client Records:

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

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

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

6 25.3 Public Records:

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

12 25.4 Inspections and Audits:

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

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

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

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

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

7 25.5 Evaluation Studies:

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

12 26. PERSONNEL DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 performing work under this Agreement.

2 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

1 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

19 31. CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

4 32. COPYRIGHT ACCESS

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

9 33. WAIVER

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

18 34. PETTY CASH

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

21 35. PUBLICITY

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

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

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

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

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

11 36. COUNTY RESPONSIBILITIES

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

14 37. REFERRALS

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

17 38. REPORTS

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

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

26 39. ENERGY EFFICIENCY STANDARDS

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

1 (Title 24, CCR).

2 40. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 42. POLITICAL ACTIVITY

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

6
7 43. TERMINATION PROVISIONS

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

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

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

1 43.4 If any provision of this Agreement or the application thereof is
2 held invalid, the remainder of this Agreement shall not be affected thereby.

3 44. GOVERNING LAW AND VENUE

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

13 45. SIGNATURE IN COUNTERPARTS

14 The parties agree that separate copies of this Agreement may be signed
15 by each of the parties and this Agreement will have the same force and effect
16 as if the original had been signed by all the parties.
17
18
19
20
21
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23
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27
28

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

3 By: _____
4 Mitch Waller
5 City Manager
6 CITY OF WESTMINSTER

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

7 Dated: _____

Dated: _____

8 By: _____
9 Lorraine Leigh, Ph.D.
10 Executive Director/CEO
11 WESTERN YOUTH SERVICES

By: _____
Carol Williams
Executive Director
INTERVAL HOUSE

12 Dated: _____

Dated: _____

13 By: _____
14 Helen Ortega
15 Executive Director
16 BOYS & GIRLS CLUB OF
17 WESTMINSTER

By: _____
Gloria O. Reyes
Chief Executive
Officer
ABRAZAR, INC.

18 Dated: _____

Dated: _____

19 SIGNED AND CERTIFIED THAT A COPY OF THIS
20 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR
21 OF THE BOARD PER G.C. SEC. 25103, RESO
22 79-1535 ATTEST:

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

23 By: _____
24 SUSAN NOVAK
25 Clerk of the Board of
26 Supervisors
27 Orange County, California

By: _____
DEPUTY

Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CITY OF WESTMINSTER
8 AND
9 BOYS AND GIRLS CLUB OF WESTMINSTER
10 AND
11 ABRAZAR
12 AND
13 INTERVAL HOUSE
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 Westminster, California, and surrounding communities within Orange County.
25 The population to be served as defined in this paragraph shall hereinafter be
26 referred to as "PARTICIPANTS."

27 2. WORKLOAD STANDARDS

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

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

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

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

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

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

25
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,

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

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

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

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

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

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

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

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

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

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

26 3. HOURS OF OPERATION

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

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

8 3.2 CONTRACTOR shall maintain a holiday schedule consistent with
9 COUNTY's holiday schedule: New Year's Day, Martin Luther King Day, President
10 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor
11 Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving,
12 and Christmas Day. CONTRACTOR shall obtain prior, written approval from
13 ADMINISTRATOR for holiday(s) in excess of those listed above. Failure of
14 CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon
15 itself all fiscal obligations related to non-COUNTY holiday(s) and shall be
16 deemed in material breach of this Agreement, pursuant to Paragraph 18, for
17 services not provided by CONTRACTOR during unapproved holiday(s). COUNTY's
18 holiday schedule is as follows: New Year's Day, Martin Luther King Day,
19 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
20 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
21 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written
22 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
23 schedule. Any unauthorized closure shall be deemed in material breach of this
24 Agreement, pursuant to Paragraph [18](#), and shall not be reimbursed.

25 3.3 CONTRACTOR shall maintain regularly scheduled service business
26 days and hours as stated in this Agreement throughout the year and maintain
27 the capability to provide services during the business days and hours and as
28 determined by ADMINISTRATOR to meet needs of service population.

1 4. SERVICES

2 4.1 Comprehensive Case Management Team (CMT):

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

16 4.1.2 Western Youth Services (WYS) shall provide Comprehensive
17 ~~CMT~~Case Management Team services ~~for~~ to families/~~caregivers~~ with and/or
18 caregivers of children ages birth to eighteen (0-18) years, who are at-risk,
19 ~~and/or~~ of abuse or neglect. These include low-income, intact families,
20 ~~and/or~~ foster families, and/or families in the process of reunification
21 (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.1).

22 4.1.3 WYS, in coordination with collaborative partners, shall
23 provide Comprehensive ~~CMT~~Case Management Team services for a minimum of
24 seventy (70) unduplicated PARTICIPANTS. Comprehensive ~~CMT~~Case Management
25 Team services include, but are not limited to: identifying the educational,
26 health, or social service needs of a child, and child's family; developing a
27 plan to address these multiple needs; weekly reviews; team assessment;
28 arranging and coordinating appropriate services; monitoring effectiveness of

1 services; and evaluating the outcome of services, and assigned bilingual
2 clinician/intern, in conjunction with appropriate partners, will utilize
3 clinical skills and knowledge of the community in order to access resources
4 that are best suited to client's needs. Comprehensive ~~CMT~~ Case Management
5 Team services shall include, but not be limited to, the following components:

6 4.1.3.1 Assessment: The Comprehensive ~~CMT~~ Case
7 Management Team shall complete a comprehensive assessment of PARTICIPANTS'
8 strengths and needs, treatment plan, follow-up, and community resources
9 available to PARTICIPANT. The Family Resource Center (FRC) Coordinator shall
10 ensure the completion of a FaCT registration form, FaCT consent form, and
11 referral form.

12 4.1.3.2 Individualized Treatment Plan: On the basis of
13 the assessment, the Comprehensive ~~CMT~~ Case Management Team shall develop an
14 individualized treatment plan with the PARTICIPANT that identifies priorities,
15 desired outcomes, the strategies and resources to be used in attaining the
16 outcomes, follow up, and termination.

17 4.1.3.3 Reassessment: The Comprehensive ~~CMT~~ Case
18 Management Team shall reassess the PARTICIPANT's status, with input from
19 collaborative partners, in a weekly clinical review of cases. Comprehensive
20 ~~CMT~~ Case Management Team meetings shall provide weekly evaluations and
21 assessment for PARTICIPANTS.

22 4.1.3.4 Termination: The Comprehensive ~~CMT~~ Case
23 Management Team shall terminate the case when the desired outcomes have been
24 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

25 4.1.4 WYS shall provide Comprehensive ~~CMT~~ Case Management Team
26 services Monday through Friday ~~during FRC operating hours~~ from 8:30 - 5:00pm
27 continuously throughout during the term of this Agreement. Comprehensive ~~CMT~~
28 Case Management Team meetings shall be scheduled a minimum of one (1) day per

1 week for a minimum of one (1) hour in duration. WYS's ~~CMT~~ Case Management
2 Team Facilitator/Program Coordinator shall facilitate Comprehensive ~~CMT~~ Case
3 Management Team meetings.

4 4.1.5 WYS shall jointly provide Comprehensive ~~CMT~~ Case
5 Management Team services at FRC locations.

6 4.1.6 WYS shall measure progress by ensuring PARTICIPANTS
7 complete a FaCT registration form, a FaCT consent form, and FaCT standardized
8 assessment tool.

9 4.1.7 WYS shall Comprehensive ~~CMT~~ Case Management Team services
10 address the following PSSF service categories: FP, FS, TLFR, and APS.

11 4.1.8 WYS shall provide qualified licensed or licensed eligible
12 Comprehensive ~~CMT~~ Case Management Team Facilitator/Program Coordinator to
13 facilitate Comprehensive ~~CMT~~ Case Management Team meetings as specified in
14 Subparagraphs 11.9 of this Exhibit.

15 4.2 Individual Counseling:

16 4.2.1 WYS shall provide Individual Counseling services for
17 ~~parents, foster parents, caregivers, and/or their children ages birth to~~
18 ~~eighteen (0-18) years, who are not Medi-Cal eligible and/or do not meet the~~
19 ~~Medi-Cal eligibility requirements for medical necessity and who are at-risk~~
20 ~~for abuse and/or neglect, and/or low-income, intact families, and/or families~~
21 ~~in the process of reunification, who may be experiencing a crisis due to~~
22 ~~interpersonal conflicts, family crisis, difficult parenting issues,~~
23 ~~challenging child needs, and/or traumatic loss~~ to children ages birth to
24 ~~eighteen (0-18) years who are at-risk of abuse or neglect, and/or their~~
25 ~~parents, foster parents (and their children), adoptive families (and their~~
26 ~~children), and/or caregivers (and their children). Individuals may include:~~
27 ~~those who are low-income; coming from intact families; individuals in the~~
28 ~~process of reunification; those who may be experiencing a crisis due to~~

1 interpersonal conflicts, difficult parenting issues, challenging child needs,
2 and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes
3 of Subparagraph 4.2). These individuals are not Medi-Cal eligible; and/or do
4 not meet the Medi-Cal eligibility requirements for medical necessity.

5 4.2.2 WYS shall provide Individual Counseling services for a
6 minimum of ~~forty (40)~~ thirty (30) unduplicated PARTICIPANTS annually.
7 Individual Counseling services shall include, but not be limited to, assess
8 PARTICIPANT's needs providing emotional support, stabilize immediate crisis
9 and develop goals for PARTICIPANTS, address independent living skills, self-
10 control, parenting issues, cycle of abuse, victimization, enhance family
11 dynamics, modify dysfunctional behaviors, incorporate appropriate family
12 roles and develop time limited goals for the family and child in placement
13 that are targeted to PARTICIPANTS' particular reunification plans, if
14 applicable, and make appropriate linkages to all needed treatment programs
15 and social support systems, assist parent/caregivers with proper parenting
16 techniques, facilitate therapeutic exploration, discussion of family issues
17 impacting overall family functioning, and establish reasonable and attainable
18 goals. The ~~Bilingual~~ Counselor and/or designee, as approved by
19 ADMINISTRATOR, shall attend the FRC's Comprehensive ~~CMT~~ Case Management Team
20 meetings. ~~Services~~ Individual Counseling services shall be provided in a
21 culturally responsive manner in English and Spanish as needed by PARTICIPANT.

22 4.2.3 WYS shall provide Individual Counseling services
23 continuously throughout the term of this Agreement by appointment Monday
24 through Friday during FRC operating hours. WYS may also schedule evening
25 hours at the request of PARTICIPANTS. Counseling sessions shall be a minimum
26 of fifty (50) minutes in duration, or as clinically indicated by the
27 clinician, and offered to PARTICIPANTS on a weekly basis. WYS shall
28 ~~provide~~ offer a minimum of four (4) weeks of counseling sessions and a maximum

1 of twenty (20) sessions for each PARTICIPANT. FRC shall provide a phone
2 messaging system to record messages and post a sign with an emergency contact
3 name and telephone number for PARTICIPANTS who may call or visit the FRC
4 after hours.

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

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

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

14 4.2.7 WYS shall provide qualified licensed/licensed eligible
15 Bilingual Counselor staff as specified in Subparagraph 11.8 of this Exhibit.

16 ~~4.3 Family Counseling:~~

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

26 ~~4.3.2 WYS shall provide Family Counseling services for a minimum~~
27 ~~of ten (10) unduplicated PARTICIPANTS annually. Family Counseling services~~
28 ~~shall include, but not be limited to, assess PARTICIPANT's needs, provide~~

1 ~~emotional support, stabilize immediate crisis and develop goals for~~
2 ~~PARTICIPANTS, address independent living skills, self control, parenting~~
3 ~~issues, cycle of abuse, victimization, enhance family dynamics, modify~~
4 ~~dysfunctional behaviors, incorporate appropriate family roles, and develop~~
5 ~~time limited goals for the family and child in placement that are targeted to~~
6 ~~PARTICIPANTS' particular reunification plans, if applicable, and make~~
7 ~~appropriate linkages to all needed treatment programs and social support~~
8 ~~systems, assist parent/caregivers with proper parenting techniques,~~
9 ~~facilitate therapeutic exploration, discussion of family issues impacting~~
10 ~~overall family functioning, and establish reasonable and attainable goals.~~
11 ~~The Bilingual Counselor and/or designee, as approved by ADMINISTRATOR, shall~~
12 ~~attend the FRC's Comprehensive CMT meetings. Services shall be provided in a~~
13 ~~culturally sensitive manner in English and Spanish as needed by PARTICIPANT.~~

14 ~~4.3.3 WYS shall provide Family Counseling services continuously~~
15 ~~throughout the term of this Agreement by appointment Monday through Friday~~
16 ~~during FRC operating hours. WYS may also schedule evening hours at the~~
17 ~~request of PARTICIPANTS. Counseling sessions shall be a minimum of fifty~~
18 ~~(50) minutes in duration, or as clinically indicated by the clinician, and~~
19 ~~offered to PARTICIPANTS on a weekly basis. WYS shall provide a minimum of~~
20 ~~four (4) weeks of counseling sessions and a maximum of twenty (20) sessions~~
21 ~~for each PARTICIPANT. WYS shall provide a phone messaging system to record~~
22 ~~messages and post a sign with an emergency contact name and telephone number~~
23 ~~for PARTICIPANTS who may call or visit the FRC after hours.~~

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

28 ~~4.3.5 WYS shall measure progress by ensuring PARTICIPANTS~~

1 complete a FaCT registration form, FaCT consent form, and FaCT approved
2 assessment tools.

3 4.3.6 WYS's Family Counseling services shall address the
4 following PSSF service categories: FP, FS, TLF, and APS.

5 4.3.7 WYS shall provide qualified licensed/licensed eligible
6 Bilingual Counselor staff as specified in Subparagraph 10.7 of this Exhibit.

7 4.4 Open Group Counseling:

8 4.4.1 WYS shall provide Open Group Counseling services for
9 individuals with children ages birth to eighteen (0-18) years, who are not
10 Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements
11 for medical necessity and who are at risk for abuse and/or neglect, and/or
12 low-income, intact families, and/or families in the process of reunification,
13 who may be experiencing a crisis due to interpersonal conflicts, family
14 crisis, difficult parenting issues, challenging child needs, and/or traumatic
15 loss to children ages birth to eighteen (0-18) years who are at-risk of abuse
16 or neglect, and/or their parents, foster parents (and their children), and/or
17 caregivers (and their children). Individuals may include: those who are low-
18 income; coming from intact families; individuals in the process of
19 reunification; those who may be experiencing a crisis due to interpersonal
20 conflicts, difficult parenting issues, challenging child needs, and/or
21 traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of
22 Subparagraph 4.3). These individuals are not Medi-Cal eligible; and/or do
23 not meet the Medi-Cal eligibility requirements for medical necessity.

24 4.4.2 WYS shall provide Open Group Counseling services for a
25 minimum of ~~twelve (12)~~ thirty-four (34) unduplicated PARTICIPANTS annually.
26 Open Group Counseling services shall include, but not be limited to, assess
27 PARTICIPANT's needs, provide emotional support, stabilize immediate crisis
28 and develop goals for PARTICIPANTS, address independent living skills, self-

1 control, parenting issues, cycle of abuse, victimization, enhance family
2 dynamics, modify dysfunctional behaviors, incorporate appropriate family
3 roles and develop time limited goals for the family and child in placement
4 that are targeted to PARTICIPANTS' particular reunification plans, if
5 applicable, make appropriate linkages to all needed treatment programs and
6 social support systems, assist parent/caregivers with proper parenting
7 techniques, facilitate therapeutic exploration, discussion of family issues
8 impacting overall family functioning, and establish reasonable and attainable
9 goals. The ~~Bilingual~~ Counselor and/or designee, as approved by
10 ADMINISTRATOR, shall attend the FRC's Comprehensive ~~CMT~~ Case Management Team
11 meetings. ~~Services~~ Open Group Counseling services shall be provided in a
12 culturally responsive manner in English and Spanish as needed by
13 PARTICIPANTS.

14 4.4.3 WYS shall provide Open Group Counseling services
15 continuously throughout the term of this Agreement Monday through Friday
16 during FRC operating hours. WYS may also schedule evening hours at the
17 request of PARTICIPANTS. WYS shall provide a minimum of ~~three (3)~~ four (4)
18 Open Group Counseling series at a minimum of ninety (90) minutes each session
19 with a ~~six (6)~~ ten (10) week session minimum per series for a total of forty
20 (40) weeks minimum Open Group Counseling services. Each session shall
21 include a minimum of four (4) PARTICIPANTS per group. FRC shall provide a
22 phone messaging system to record messages and post a sign with an emergency
23 contact name and telephone number for PARTICIPANTS who may call or visit the
24 FRC after hours.

25 4.4.4 WYS shall provide Open Group Counseling services in a
26 private office space at the FRC, or other community locations, with advance
27 written approval by ADMINISTRATOR, provided location can accommodate the
28 confidentiality of the service.

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

4 4.4.6 WYS' ~~Open~~ Group Counseling services shall address the
5 following PSSF service categories: FP, FS, TLF, and APS.

6 4.4.7 WYS shall provide qualified licensed/licensed eligible
7 ~~Bilingual~~ Counselor staff as specified in Subparagraph 11.8 of this Exhibit.

8 4.5 Family Advocacy/Case Management Support Services:

9 4.5.1 City of Westminster (City) shall provide Family
10 Advocacy/Case Management Support (~~FACMS~~) services for ~~at-risk, low-income~~
11 ~~intact, kinship, relative caregivers, and/or foster and/or pre- and post-~~
12 ~~adoptive families with children ages birth through eighteen (0-18) years, who~~
13 ~~are at risk for abuse and/or neglect, domestic violence, low income,~~
14 ~~homeless, unemployed, and those receiving child welfare services including~~
15 ~~families in the process of reunification or in the process of COUNTY adoption~~
16 ~~process~~ to children ages birth to eighteen (0-18) years who are at-risk of
17 abuse or neglect, and/or their parents, foster parents (and their children),
18 and/or caregivers (and their children), pre- and post-adoptive families.
19 Families may include: those who are low-income; unemployed; underemployed;
20 intact families; homeless families; families in the process of reunification;
21 families in the COUNTY adoption process; or those who may be experiencing a
22 crisis due to interpersonal conflicts, difficult parenting issues,
23 challenging child needs, and/or traumatic loss (hereinafter referred to as
24 "PARTICIPANTS" for purposes of Subparagraph 4.5).

25 4.5.2 City shall provide (~~FACMS~~) Family Advocacy/Case Management
26 Support services for a minimum of one hundred and twenty (120) unduplicated
27 PARTICIPANTS. (~~FACMS~~) Family Advocacy/Case Management Support services shall
28 include, but not be limited to, the following: conduct in-office or in-home

1 assessment of family strengths and needs; arrange, coordinate, monitor,
2 evaluate, and advocate for multiple services for families; link PARTICIPANTS
3 to resources, services, and opportunities; teach and empower PARTICIPANTS to
4 access community resources, and strengthen problem solving skills;
5 development and implementation of a service plan; building on and supporting
6 family strengths while identifying and linking families to resources and
7 services; coordination of services among service providers and
8 ADMINISTRATOR's Social Workers; monitor to assure PARTICIPANTS' needs are
9 being met and goals are being achieved; reassessment of needs as appropriate;
10 and termination processes. With PARTICIPANT permission, the CITY Program
11 Coordinator or FRC Coordinator shall refer PARTICIPANT to CONTRACTOR's
12 Comprehensive ~~CMT~~ Case Management Team meetings to assist with mobilizing
13 services in support of families receiving ~~(FACMS)~~ Family Advocacy/Case
14 Management Support services. ~~(FACMS)~~ Family Advocacy/Case Management Support
15 services shall be provided in a family friendly, culturally responsive and
16 affirming manner in English and Spanish as needed by PARTICIPANT.

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

23 4.5.4 City shall primarily provide ~~(FACMS)~~ Family Advocacy/Case
24 Management Support services at the FRC, or in family's home, as needed, or at
25 other community locations as needed with advance written approval by
26 ADMINISTRATOR.

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

1 assessment tools.

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

5 4.5.7 City shall provide qualified ~~(FACMS)~~ Family
6 Advocate/Individual Case Manager staff as specified in Subparagraph 11.2 of
7 this Exhibit.

8 4.6 Parenting Education TLFR:

9 ~~4.6.1~~ City, through a subcontract with Westminster School
10 District (WSD) shall provide Parenting Education TLFR services ~~for low income~~
11 ~~parents and/or caregivers with children ages birth to eighteen (0-18) years~~
12 ~~who in the family reunification process hereinafter referred to as~~
13 ~~"PARTICIPANTS" for purposes of Subparagraph Error! Reference source not~~
14 ~~found.~~ to parents, foster parents and/or caregivers of children ages birth
15 to eighteen (0-18) years who are at-risk of abuse or neglect. Parents may
16 include: those who are low-income; coming from intact families; dealing with
17 poverty issues, child abuse, domestic violence, teen parent, adoption,
18 individuals in the process of reunification; those who may be experiencing a
19 crisis due to interpersonal conflicts, difficult parenting issues,
20 challenging child needs, and/or traumatic loss (hereinafter referred to as
21 "PARTICIPANTS" for purposes of Subparagraph 4.6).

22 ~~4.6.2~~ City, through a subcontract, shall provide Parenting
23 Education TLFR services for a minimum of six (6) unduplicated PARTICIPANTS
24 annually. Parenting Education TLFR services shall emphasize prevention of
25 recurrence of maltreatment. Parenting Education TLFR topics shall include,
26 but not be limited to the following: address parent responsibilities; provide
27 psychologically based behavior principles; stress importance of appropriate
28 discipline and support; self control; emotional regulation; attachment and

1 ~~bonding from birth throughout childhood; difficulties inherent throughout~~
2 ~~childhood; open and honest communication; praise and acknowledgement;~~
3 ~~disruptive cycles of inappropriate parenting; healthy and supportive~~
4 ~~parenting; monitor attendance and participation; written report to County~~
5 ~~social workers; completion of pre/post test; FaCT Assessment and Treatment~~
6 ~~Plan (A&TP), a County issued standard form; and required termination reports~~
7 ~~with the number of sessions PARTICIPANT attended. Parenting Education TLFR~~
8 ~~services shall be provided in a family friendly, culturally sensitive and~~
9 ~~affirming manner in English and Spanish as needed by PARTICIPANT.~~

10 ~~4.6.3 City, through a subcontract, shall provide a minimum of~~
11 ~~one (1) annual Parenting Education TLFR series comprised of four (4) weekly~~
12 ~~classes. Each class session shall be a minimum of two (2) hours in duration.~~
13 ~~OC shall provide Parenting Education TLFR services continuously throughout~~
14 ~~the term of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through~~
15 ~~Friday, at dates and times convenient for PARTICIPANTS. IH shall offer~~
16 ~~Parenting Education TLFR services at additional times based on PARTICIPANT~~
17 ~~availability.~~

18 ~~4.6.4 City, through a subcontract, shall provide Parenting~~
19 ~~Education TLFR services at the FRC and/or at other community locations, to be~~
20 ~~approved in advance and in writing by ADMINISTRATOR.~~

21 ~~4.6.5 City, through a subcontract, shall measure progress by~~
22 ~~ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved~~
23 ~~assessment tools and the Assessment and Treatment Plan, and the Termination~~
24 ~~report.~~

25 ~~4.6.6 City, through a subcontract, Parenting Education TLFR~~
26 ~~services shall address the following PSSF service categories: TLFR.~~

27 ~~4.6.7 City, through a subcontract, shall provide qualified~~
28 ~~Parenting Educator staff as specified in Subparagraph 10.5 of this Exhibit.~~

1 4.7 ~~Parenting Education:~~

2 4.7.1 ~~City, through a subcontract with Westminster School~~
3 ~~District, will provide Parenting Education Series for low income and high-~~
4 ~~risk families with children from birth through age eighteen (0-18) years for~~
5 ~~relative and non-relative caregivers and intact families at risk for abuse~~
6 ~~due to inadequate parenting skills hereinafter referred to as "PARTICIPANTS"~~
7 ~~for purposes of Subparagraph 4.6 of this Exhibit.~~

8 4.7.2 City, through a subcontract with ~~Westminster School~~
9 ~~District~~ WSD, shall provide Parenting Education services for a minimum of
10 sixty (60) unduplicated PARTICIPANTS. Parenting Education services shall
11 include but not limited to the following topics: positive parenting, creating
12 confidence in children, communication skills, boundaries and behaviors,
13 appropriate discipline, helping children succeed and academic success.

14 4.7.3 City, through a subcontract with WSD, shall provide
15 ~~Parenting Education Services~~ a minimum of three (3) ~~Parenting Education~~
16 sessions, for a minimum of twenty (20) clients per session, each ~~lasting~~
17 session to be eight (8) weeks ~~each annually~~ in duration. Parenting Education
18 services shall be provided 8:30 a.m. to 5:00 p.m., Monday through Friday, at
19 ~~a Westminster School District location and/or~~ dates and times convenient for
20 PARTICIPANTS during ~~Westminster FRC~~ the term of this Agreement. Parenting
21 Education services shall be ~~offered at additional times based on PARTICIPANT~~
22 ~~availability.~~

23 4.7.4 City, through a subcontract with WSD, shall provide
24 Parenting Education service at the FRC, WSD location(s), and/or at other
25 community locations, to be approved in advance and in writing by
26 ADMINISTRATOR.

27 4.7.5 City, through a subcontract with WSD, shall measure
28 progress by ensuring PARTICIPANTS complete a FaCT registration form and FaCT

1 approved assessment tools.

2 4.7.6 City's subcontracted Parenting Education services shall
3 address the following PSSF service categories: ~~TLER~~ FP, FS, and APS.

4 4.7.7 City, through a subcontract with WSD shall provide
5 qualified Parenting Educator staff as specified in Subparagraph 11.6 of this
6 Exhibit.

7 4.8 Personal Empowerment Program (PEP):

8 4.8.1 Interval House (IH) shall provide ~~(PEP)~~ Personal
9 Empowerment Program services ~~for individuals who are at risk, low income~~
10 ~~parents and/or caregivers with children ages birth through eighteen (0-18)~~
11 ~~years who are at risk for child abuse and neglect; dealing with poverty~~
12 ~~issues; child abuse, domestic violence; and those in the County adoption~~
13 ~~and/or family reunification process~~ to parents and/or caregiver of children
14 ages birth to eighteen (0-18) years who are at-risk of abuse or neglect.
15 Individuals may include: those who are low-income or dealing with poverty
16 issues; child abuse, domestic violence; individuals in the COUNTY adoption
17 process; or those who may be experiencing a crisis due to interpersonal
18 conflicts, difficult parenting issues, challenging child needs, and/or
19 traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of
20 Subparagraph [4.7](#)).

21 4.8.2 IH's shall provide ~~(PEP)~~ Personal Empowerment Program
22 services for a minimum of twenty-seven (27) unduplicated PARTICIPANTS.
23 ~~(PEP)~~ Personal Empowerment Program series is comprised of a ten (10) week
24 educational support program to help battered victims break the cycle of
25 domestic violence through the following: education on the dynamics of
26 domestic violence; effect of violence on victims and their children; and to
27 help battered victims protect children who live in domestic violence homes.
28 ~~(PEP)~~ Personal Empowerment Program topics shall include, but not be limited

1 to, safety planning, boundaries, anger management, legal aspects of domestic
2 violence, working through denial, and maintaining healthy relationships.
3 ~~(PEP) Personal Empowerment Program~~ services shall be provided in a family
4 friendly, culturally responsive and affirming manner in English and Spanish
5 as needed by PARTICIPANT.

6 4.8.3 IH shall provide ~~(PEP) Personal Empowerment Program~~ groups
7 class during ~~continuously throughout~~ the term of this Agreement. Each group
8 class shall be a minimum of two (2) hours in duration. IH shall provide
9 ~~(PEP) Personal Empowerment Program~~ services from 8:30 a.m. to 5:00 p.m.,
10 Monday through Friday, at dates and times convenient for PARTICIPANTS. IH
11 shall offer ~~(PEP) Personal Empowerment Program~~ services at additional times
12 based on PARTICIPANT availability.

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

16 4.8.5 IH shall measure progress by ensuring PARTICIPANTS
17 complete FaCT approved assessment tools.

18 4.8.6 IH's ~~(PEP) Personal Empowerment Program~~ services shall
19 address the following PSSF service categories: FP, FS, and APS.

20 4.8.7 IH shall provide qualified ~~(PEP) Personal Empowerment~~
21 ~~Program~~ Instructor staff as specified in Subparagraph [11.10](#) of this Exhibit.

22 4.9 Personal Empowerment Program TLFR:

23 4.9.1 Interval House (IH) shall provide ~~(PEP) Personal~~
24 ~~Empowerment Program~~ TLFR services ~~for individuals who are at risk, low-income~~
25 ~~parents and/or caregivers with children ages birth through eighteen (0-18)~~
26 ~~years who are at risk for child abuse and neglect; dealing with poverty~~
27 ~~issues; child abuse, domestic violence; and those in the County adoption~~
28 ~~and/or family reunification process~~ to parents and/or caregiver of children

1 ages birth to eighteen (0-18) years who are at-risk of abuse or neglect.
2 TLFR individuals may include: those who are low-income or dealing with
3 poverty issues; child abuse, domestic violence; individuals in the process of
4 reunification; individuals in the COUNTY adoption process; or those who may
5 be experiencing a crisis due to interpersonal conflicts, difficult parenting
6 issues, challenging child needs, and/or traumatic loss (hereinafter referred
7 to as "PARTICIPANTS" for purposes of Subparagraph 4.9).

8 4.9.2 IH shall provide ~~(PEP)~~ Personal Empowerment Program TLFR
9 services for a minimum of nine (9) unduplicated PARTICIPANTS annually. ~~PEP~~
10 series Personal Empowerment Program TLFR is comprised of a ten (10) week
11 educational support program series to help battered victims break the cycle
12 of domestic violence through the following: education on the dynamics of
13 domestic violence; effects of violence on victims and their children; and to
14 help battered victims protect children who live in domestic violence homes.
15 ~~(PEP)~~ Personal Empowerment Program Topics TLFR topics shall include, but not
16 be limited to, safety planning, boundaries, anger management, legal aspects
17 of domestic violence, work through denial, and maintain healthy
18 relationships. Additionally ~~(PEP)~~ Personal Empowerment Program TLFR shall
19 require monitor client attendance and participation; and provide verbal
20 and/or written report to County social workers. ~~(PEP)~~ Personal Empowerment
21 Program TLFR services shall be provided in a family friendly, culturally
22 responsive and affirming manner in English and Spanish as needed by
23 PARTICIPANT.

24 4.9.3 IH shall provide ~~(PEP)~~ Personal Empowerment Program TLFR
25 groups class continuously throughout during the term of this Agreement. Each
26 group class shall be a minimum of two (2) hours in duration. IH shall provide
27 ~~(PEP)~~ Personal Empowerment Program TLFR services from 8:30 a.m. to 5:00 p.m.,
28 Monday through Friday, at dates and times convenient for PARTICIPANTS.

1 ~~(PEP)~~ Personal Empowerment Program TLFR services shall be offered at
2 additional times based on PARTICIPANT availability.

3 4.9.4 IH shall provide ~~(PEP)~~ 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 4.9.5 IH shall measure progress by ensuring PARTICIPANTS
7 complete FaCT measurement tools.

8 4.9.6 IH ~~(PEP)~~ Personal Empowerment Program TLFR services shall
9 address the following PSSF service categories: TLFR.

10 4.9.7 IH shall provide qualified ~~(PEP)~~ Personal Empowerment
11 Program Instructor staff as specified in Subparagraph 11.10 of this Exhibit.

12 4.10 Community Resource Services:

13 4.10.1 City shall provide Community Resource Services ~~(CRS)~~ for
14 at risk, low income parents and/or caregivers and their children ages birth
15 to eighteen (0-18) years to the following: parents and/or caregivers and
16 their children ages birth to eighteen (0-18) years who are at risk of abuse
17 and/or neglect; low income or dealing with poverty issues (hereinafter
18 referred to as "PARTICIPANTS" for purposes of Subparagraph 4.910).

19 4.10.2 City shall provide ~~CRS—services~~ Community Resource
20 Services for a minimum of seven hundred and fifty (750) unduplicated
21 PARTICIPANTS annually. ~~CRS—services~~ Community Resource Services shall
22 include an assessment of need and referral to emergency housing, emergency
23 food, family counseling, child care, substance abuse counseling and
24 treatment, parenting training, utility assistance, health and mental health
25 treatment, education and job training, legal aid, youth academic and
26 recreation services, and many other services based on client needs. The FRC
27 shall be required to partner with other County and local community resource
28 services providers.

1 4.10.3 City shall provide ~~CRS services~~ Community Resource
2 Services Monday through Friday from 8:30 a.m. to 5:00 p.m., continuously
3 throughout the term of this Agreement. City shall provide a phone messaging
4 system to record messages during all other times.

5 4.10.4 City shall provide ~~CRS services~~ Community Resource
6 Services at FRC locations.

7 4.10.5 City shall measure progress by completing FaCT measurement
8 tools.

9 4.10.6 City's ~~CRS services~~ Community Resource Services shall
10 address the following PSSF service categories: FP, FS, TLFR, and APS.

11 4.10.7 City shall provide qualified ~~CRS services~~ Community
12 Resource Services staff as specified in Subparagraph [11.3](#) of this Exhibit.

13 ~~4.11 Adoption Education Workshop:~~

14 ~~4.11.1 City, through a subcontract, shall provide Adoption~~
15 ~~Education Workshop services for adoptive families and/or caregivers with~~
16 ~~children ages birth to eighteen (0-18) years in the adoption process~~
17 ~~hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 3.11.~~

18 ~~4.11.2 City, through a subcontract, shall provide Adoption~~
19 ~~Education Workshop services for a minimum of ten (10) unduplicated~~
20 ~~PARTICIPANTS annually. Adoption Education Workshop services shall address~~
21 ~~attachment, bonding, and traumatic loss issues. Adoption Education Workshop~~
22 ~~services topics shall including consequences, emotional reactivity, pro-~~
23 ~~activity in planning child's growth process, modeling appropriate behaviors,~~
24 ~~limit setting and boundaries, attachment and bonding, child development~~
25 ~~expectation and milestones, behavioral management, effective praise, safety~~
26 ~~and prevention, coping skills development, self control, alcohol and~~
27 ~~substance abuse awareness, self-esteem, parent roles, communication with~~
28 ~~adolescents, health, nutrition, and responsible behavior. Adoption Education~~

1 ~~Workshop services shall be provided in a family friendly, culturally~~
2 ~~sensitive and affirming manner in English and Spanish as needed by~~
3 ~~PARTICIPANT.~~

4 ~~4.11.3 City, through a subcontract, shall provide a minimum of~~
5 ~~one (1) annual Adoption Education Workshop and shall be a minimum of six (6)~~
6 ~~hours in duration. City shall provide Adoption Education Workshop services~~
7 ~~continuously throughout the term of this Agreement from 8:30 a.m. to 5:00~~
8 ~~p.m., Monday through Friday, at dates and times convenient for PARTICIPANTS.~~
9 ~~City shall offer Adoption Education Workshop services at additional times~~
10 ~~based on PARTICIPANT availability.~~

11 ~~4.11.4 City shall provide Adoption Education Workshop services at~~
12 ~~the FRC and/or at other community locations, to be approved in advance and in~~
13 ~~writing by ADMINISTRATOR.~~

14 ~~4.11.5 City shall measure progress by ensuring PARTICIPANTS~~
15 ~~complete a FaCT registration form and FaCT approved assessment tools.~~

16 ~~4.11.6 City Adoption Education Workshop services shall address~~
17 ~~the following PSSF service categories: APS.~~

18 ~~4.11.7 City shall provide qualified Parenting Educator staff as~~
19 ~~specified in Subparagraph 10.5 of this Exhibit.~~

20 4.12 Community Outreach to Promote Adoption:

21 ~~4.12.1 City shall provide Community Outreach to Promote Adoption~~
22 ~~services for to parents and/or guardians interested in becoming an adoptive~~
23 ~~parent/guardian hereinafter referred to as "PARTICIPANTS" for purposes of~~
24 ~~Subparagraph 4.11.~~

25 ~~4.12.2 City shall provide Community Outreach to Promote Adoption~~
26 ~~services to a minimum of eighty (80) unduplicated participants. Community~~
27 ~~Outreach to Promote Adoption shall include, but not limited to, the~~
28 ~~following: coordinating the development of an adoptions advertisement in the~~

1 City quarterly newsletter to reach thirty-three thousand (33,000) homes in
2 the community, information posted on the City of Westminster's website,
3 promotion to the local school district, promoting Adoptions through Public
4 Service Announcements on the local radio and television, promoting at city-
5 wide functions at a minimum of four (4) events per year.

6 4.12.3 City shall provide Community Outreach to Promote Adoption
7 services at the FRC.

8 4.12.4 City shall measure progress by completing the FaCT
9 standardized Assessment tool.

10 4.12.5 City shall provide FRC Coordinator staff as specified in
11 Subparagraph [11.1](#) of this Exhibit.

12 4.13 School Time Off Program (STOP):

13 4.13.1 Boys and Girls Club of Westminster (B&GCW) shall provide
14 ~~STOP~~ School Time Off Program services ~~for~~ to children ages five through
15 eighteen (5-18) years (hereinafter referred to as "PARTICIPANTS" for purposes
16 of Subparagraph 4.13).

17 4.13.2 B&GCW shall provide ~~STOP~~ School Time Off Program services
18 for a minimum of fifty (50) unduplicated PARTICIPANTS. ~~STOP~~ School Time Off
19 Program services are designed to provide PARTICIPANTS with a safe and
20 nurturing place during after-school and non-school hours. ~~STOP~~ School Time
21 Off Program services shall include, but not be limited to, the following:
22 recreation activities, leadership and character development activities,
23 homework assistance, tutoring, and counseling. Additionally, B&GCW shall
24 provide transportation services for PARTICIPANTS in need as determined by the
25 ~~GMT~~ Case Management Team.

26 4.13.3 B&GCW shall provide ~~STOP~~ School Time Off Program services
27 from 2:30 p.m. to 6:30 p.m. on school days and from 7:00 a.m. to 6:00 p.m. on
28 non-school days (i.e., summer) throughout the term of this Agreement.

1 4.13.4 B&GCW shall provide ~~STOP~~ School Time Off Program services
2 at ~~Boys and Girls Club located at 1440 Chestnut Street, Westminster CA 92683~~
3 B&GCW location(s).

4 4.13.5 B&GCW shall measure progress by ensuring PARTICIPANTS
5 complete a FaCT registration form.

6 4.13.6 B&GCW's ~~STOP~~ School Time Off Program services shall
7 address the following PSSF service category: FP, FS, TLFR, and APS.

8 4.13.7 B&GCW shall provide qualified Youth Development Worker
9 staff as specified in Subparagraph 11.14 of this Exhibit.

10 4.14 Emergency Food Program:

11 4.14.1 Abrazar, Inc. (Abrazar) shall provide Emergency Food
12 Program services to low-income, high risk families in the community;
13 hereinafter referred to as PARTICIPANTS for the purposes of Subparagraph 4.14.

14 4.14.2 Abrazar shall provide Emergency Food Program services
15 for a minimum of fifty-eight (58) unduplicated PARTICIPANTS, no more than four
16 (4) times for each PARTICIPANT, ~~throughout~~ during the term of this Agreement.
17 Emergency Food Program services shall include, but not be limited to the
18 following: assisting PARTICIPANTS obtain food during times of emergency.
19 Abrazar shall research available community resources prior to approving
20 expenditures.

21 4.14.3 Abrazar shall provide Emergency Food Program services on
22 Fridays from 9:00 a.m. through 12:00 p.m. ~~continuously throughout~~ during the
23 term of this Agreement.

24 4.14.4 Abrazar shall provide Emergency Food Program services
25 located at 7101 Wyoming Street, Westminster, CA 92683.

26 4.14.5 Abrazar shall measure progress by ensuring that
27 PARTICIPANTS complete an Emergency Food sign-in sheet, to be approved in
28 advance and in writing by ADMINISTRATOR.

1 4.14.6 Abrazar's Emergency Food Program services shall address
2 PSSF service categories: FS, FP, TLFR, and APS.

3 4.14.7 Abrazar shall provide, at no cost to COUNTY, qualified
4 Nutritional Aide staff as specified in Subparagraph [11.11](#) of this Exhibit.

5 4.15 Dental Services:

6 4.15.1 Abrazar shall provide Dental Services for low-income
7 parents and/or caregivers and/or their children ages two through eighteen (2-
8 18) years who do not have access to Medi-Cal or other dental insurance
9 (hereinafter referred to as PARTICIPANTS for purposes of Subparagraph 4.15).

10 4.15.2 Abrazar shall provide Dental Services for a minimum of
11 twenty-five (25) unduplicated PARTICIPANTS, at a limit of two hundred dollars
12 (\$200) worth of service for each PARTICIPANT. Dental Services shall include,
13 but not be limited to, the following: high quality dental treatments by a
14 licensed and certified dentist, state of the art infection control, and
15 prudent employee safety procedures.

16 4.15.3 Abrazar shall provide Dental Services by appointment
17 Monday through Friday from 8:30 a.m. to 5:00 p.m., continuously throughout the
18 term of this Agreement.

19 4.15.4 Abrazar shall provide Dental Services at Abrazar located
20 at 7101 Wyoming Street, Westminster, CA 92683.

21 4.15.5 Abrazar shall measure progress by ensuring PARTICIPANTS
22 complete a FaCT registration form.

23 4.15.6 Abrazar's Dental Services shall address the following
24 PSSF service categories: FS, FP, TLFR, and APS.

25 ~~4.15.7~~ Abrazar shall provide qualified Dentist and Dental
26 Assistant staff as specified in Subparagraphs [11.12](#) and [11.13](#) of this Exhibit.

27 ~~4.16 Dental Education Services:~~

28 ~~4.16.1 Abrazar shall provide Dental Education Services for low-~~

1 ~~income parents and/or caregivers and/or their children ages two through~~
2 ~~eighteen (2-18) years who do not have access to Medi Cal or other dental~~
3 ~~insurance, in the City of Westminster and surrounding communities within~~
4 ~~Orange County hereinafter referred to as PARTICIPANTS for purposes of~~
5 ~~Subparagraph 3.16.~~

6 ~~4.16.2 Abrazar shall provide Dental Education Services for a~~
7 ~~minimum of five hundred (500) unduplicated PARTICIPANTS. Dental Education~~
8 ~~Services shall include, but not be limited to oral hygiene education for~~
9 ~~better health.~~

10 ~~4.16.3 Abrazar shall provide Dental Education Services at group~~
11 ~~settings and community events, continuously throughout the term of this~~
12 ~~Agreement.~~

13 ~~4.16.4 Abrazar shall provide Dental Education Services at Abrazar~~
14 ~~and other community locations.~~

15 ~~4.16.5 Abrazar shall measure progress by ensuring PARTICIPANTS~~
16 ~~complete a FaCT large group standard assessment form.~~

17 ~~4.16.6 Abrazar's Dental Education Services shall address the~~
18 ~~following PSSF service categories: FS.~~

19 ~~4.16.7 Abrazar shall provide qualified Dentist and Dental~~
20 ~~Assistant staff as specified in Subparagraphs 10.11 and 10.12 of this Exhibit.~~

21 4.17 Domestic Violence Counseling:

22 ~~4.17.1 IH shall provide Domestic Violence Counseling services for~~
23 ~~child victims ages from birth through eighteen (0-18) years and/or parent~~
24 ~~victims of domestic abuse (hereinafter referred to as "PARTICIPANTS" for~~
25 ~~purposes of Subparagraph 4.17 of this Exhibit).~~

26 ~~4.17.2 IH shall provide Domestic Violence Counseling services for~~
27 ~~a minimum of fourteen (14) unduplicated PARTICIPANTS. Domestic Violence~~
28 ~~Counseling services shall include goal-oriented and topic-focused individual~~

1 and group counseling sessions and include, but not be limited to, the
2 following: provide PARTICIPANTS with problem-solving skills; emotional
3 support; increased control over life situations; and enhanced self-esteem.
4 PARTICIPANTS shall receive individualized counseling plans to meet their
5 emotional and therapeutic needs.

6 4.17.3 IH shall provide Domestic Violence Counseling services
7 Monday through Friday from 8:00 a.m. to 5:00 p.m., ~~continuously throughout~~
8 ~~during~~ vthe term of this Agreement. Each Domestic Violence counseling session
9 shall be a minimum of fifty (50) minutes in duration.

10 4.17.4 IH shall provide Domestic Violence Counseling services at
11 the FRC and/or other community locations, to be approved in advance and in
12 writing by ADMINISTRATOR.

13 4.17.5 IH shall measure progress by ensuring PARTICIPANTS
14 complete a FaCT standardized assessment tool.

15 4.17.6 IH's Domestic Violence Counseling services shall address
16 the following PSSF service categories: FP, FS, and APS.

17 4.17.7 IH shall provide qualified ~~(PEP)~~ Personal Empowerment
18 Program Instructor staff as specified in Subparagraph [11.10](#) of this Exhibit.

19 4.18 Domestic Violence Counseling TLFR:

20 4.18.1 IH shall provide Domestic Violence Counseling TLFR
21 services for child victims ages from birth through eighteen (0-18) years
22 and/or parent victims of domestic abuse hereinafter referred to as
23 "PARTICIPANTS" for purposes of Subparagraph 4.18.

24 4.18.2 IH shall provide Domestic Violence Counseling TLFR
25 services for a minimum of two (2) unduplicated PARTICIPANTS. Domestic Violence
26 Counseling TLFR services shall include goal-oriented and topic-focused
27 individual and group counseling sessions and include, but not be limited to,
28 the following: provide PARTICIPANTS with problem-solving skills; emotional

1 support; increased control over life situations; and enhanced self-esteem.
2 PARTICIPANTS shall receive individualized counseling plans to meet their
3 emotional and therapeutic needs.

4 4.18.3 IH shall provide Domestic Violence Counseling TLFR
5 services Monday through Friday from 8:00 a.m. to 5:00 p.m., ~~continuously~~
6 ~~throughout~~ during the term of this Agreement. Each Domestic Violence
7 Counseling TLFR session shall be a minimum of fifty (50) minutes in duration.

8 4.18.4 IH shall provide Domestic Violence Counseling TLFR
9 services at the FRC and/or other community locations, to be approved in
10 advance and in writing by ADMINISTRATOR.

11 4.18.5 IH shall measure progress by ensuring PARTICIPANTS
12 complete a FaCT registration form.

13 4.18.6 IH's TLFR Domestic Violence Counseling TLFR services shall
14 address the following PSSF service category: TLFR.

15 4.18.7 IH shall provide qualified ~~(PEP)~~ Personal Empowerment
16 Program Instructor staff as specified in Subparagraph [11.10](#) of this Exhibit.

17 4.19 Respite Kinship Care Services:

18 4.19.1 City shall provide Respite Kinship Care services for low-
19 income and high risk families for adoptive and pre-adoptive families,
20 including kinship caregivers (hereinafter referred to as "PARTICIPANTS" for
21 purposes of Subparagraph 4.19).

22 4.19.2 City shall provide Respite Kinship Care services to a
23 minimum of sixteen (16) unduplicated PARTICIPANTS. Respite Kinship Care shall
24 include, but not limited to, the following: after school recreation program,
25 winter and/or spring break program, Breakfast with Santa, Breakfast with the
26 Easter Bunny. At least ~~eight (8)~~ two (2) respite services will be provided
27 and include at least ~~two~~ eight (8) PARTICIPANTS for each session. Families
28 will pre-register for this service.

1 4.19.3 City shall provide Respite Kinship Care services
2 ~~continuously throughout~~ during the term of this Agreement from 8:00 a.m. to
3 5:00 p.m., Monday through Friday, at dates and times convenient for
4 PARTICIPANTS. City shall offer Respite Kinship Care services at additional
5 times based on PARTICIPANT availability.

6 4.19.4 City shall provide Respite Kinship Care services at the
7 FRC or other community locations, to be approved in advance and in writing by
8 ADMINISTRATOR.

9 4.19.5 City shall measure progress by ensuring PARTICIPANTS
10 complete the FaCT registration form.

11 4.19.6 City's Respite Kinship Care services shall address the
12 following PSSF service category: APS.

13 4.19.7 City shall provide FRC Coordinator Leader staff as
14 specified in Subparagraph 11.5 of this Exhibit.

15 ~~4.20 Youth Committee:~~

16 ~~4.20.1 City's Youth Committee shall provide scholarships to low-~~
17 ~~income and high risk children, ages eight through fourteen (8-14) years,~~
18 ~~including foster, adoptive, relative and non relative caregivers, victims of~~
19 ~~domestic violence, or abuse hereinafter referred to as "PARTICIPANTS" for~~
20 ~~purposes of Subparagraph 3.20.~~

21 ~~4.20.2 City's Youth Committee shall grant scholarships to a~~
22 ~~minimum of sixteen (16) unduplicated PARTICIPANTS. The Youth Committee~~
23 ~~scholarships within the Recreational Program shall not exceed in value~~
24 ~~twenty-five dollars (\$25) for each PARTICIPANT. The Youth Committee shall~~
25 ~~encourage youth to become community leaders' participate in the activities,~~
26 ~~develop as positive role models, promote positive activities to their peers,~~
27 ~~develop positive life building skills and insure changes within the~~
28 ~~community. The classes shall include, but not limited to, the following:~~

1 City sponsored events, classes in City's Community Services and Recreation
2 catalog. Families shall pre register for the Youth Committee and four
3 scholarships shall be awarded each quarter by City.

4 4.20.3 City shall provide Youth Committee Scholarships through
5 City and/or FRC.

6 4.20.4 City shall measure progress by ensuring PARTICIPANTS
7 complete the FaCT registration form.

8 4.20.5 City shall provide FRC Coordinator staff as specified in
9 Subparagraph 10.1 of this Exhibit.

10 4.21 Emergency Assistance:

11 4.21.1 City shall provide Emergency Assistance services for low-
12 income families with children ages birth through eighteen (0-18) including
13 foster, adoptive, relative and non-relative caregivers, victims of domestic
14 violence, or abuse (hereinafter referred to as "PARTICIPANTS" for purposes of
15 Subparagraph 4.21).

16 4.21.2 City shall provide Emergency Assistance to a minimum of
17 one-hundred (100) unduplicated PARTICIPANTS. Emergency Assistance services
18 shall include, but not be limited to the following activities: assistance
19 with emergency food, diapers, and hygiene kits. City shall research
20 available community resources prior to approving expenditures.

21 4.21.3 City shall provide Emergency Assistance services during
22 FRC operating hours.

23 4.21.4 City shall provide Emergency Assistance services at the
24 FRC.

25 4.21.5 City shall measure progress by ensuring PARTICIPANTS
26 complete the FaCT registration form.

27 4.21.6 City's Emergency Assistance services shall address the
28 following PSSF service categories: FS, FP, TLFR, and APS.

1 4.21.7 City shall provide FRC Coordinator staff as specified in
2 Subparagraph [11.1](#) of this Exhibit.

3 4.22 Closed Group Counseling:

4 4.22.1 WYS shall provide Closed Group Counseling services to
5 children ages birth to eighteen (0-18) years who are at-risk of abuse or
6 neglect, and/or their parents, foster parents (and their children), and/or
7 caregivers (and their children). Individuals may include: those who are low-
8 income; coming from intact families; individuals in the process of
9 reunification; those who may be experiencing a crisis due to interpersonal
10 conflicts, difficult parenting issues, challenging child needs, and/or
11 traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of
12 Subparagraph 4.22). These individuals are not Medi-Cal eligible; and/or do
13 not meet the Medi-Cal eligibility requirements for medical necessity

14 4.22.2 WYS shall provide Closed Group Counseling services for a
15 minimum of fifteen (15) unduplicated PARTICIPANTS annually. Closed Group
16 Counseling services shall include, but not be limited to, assess
17 PARTICIPANT's needs, provide emotional support, stabilize immediate crisis
18 and develop goals for PARTICIPANTS, address independent living skills, self-
19 control, parenting issues, cycle of abuse, victimization, enhance family
20 dynamics, modify dysfunctional behaviors, incorporate appropriate family
21 roles and develop time limited goals for the family and child in placement
22 that are targeted to PARTICIPANTS' particular reunification plans, if
23 applicable, make appropriate linkages to all needed treatment programs and
24 social support systems, assist parent/caregivers with proper parenting
25 techniques, facilitate therapeutic exploration, discussion of family issues
26 impacting overall family functioning, and establish reasonable and attainable
27 goals. The Counselor and/or designee, as approved by ADMINISTRATOR, shall
28 attend the FRC's Comprehensive Case Management Team meetings. Closed Group

1 Counseling services shall be provided in a culturally responsive manner in
2 English and Spanish as needed by PARTICIPANTS.

3 4.22.3 WYS shall provide Closed Group Counseling services
4 continuously throughout the term of this Agreement Monday through Friday
5 during FRC operating hours. WYS may also schedule evening hours at the
6 request of PARTICIPANTS. WYS shall provide a minimum of three (3) Closed
7 Group Counseling series at a minimum of sixty (60) minutes each session with
8 a six (6) week session minimum per series. Each session shall include a
9 minimum of four (4) PARTICIPANTS per group. FRC shall provide a phone
10 messaging system to record messages and post a sign with an emergency contact
11 name and telephone number for PARTICIPANTS who may call or visit the FRC
12 after hours.

13 4.22.4 WYS shall provide Closed Group Counseling services in a
14 private office space at the FRC, or other community locations, with advance
15 written approval by ADMINISTRATOR, provided location can accommodate the
16 confidentiality of the service.

17 4.22.5 WYS shall measure progress by ensuring PARTICIPANTS
18 complete a FaCT registration form, FaCT consent form, and FaCT approved
19 assessment tools.

20 4.22.6 WYS' Closed Group Counseling services shall address the
21 following PSSF service categories: FP, FS, TLFR, and APS.

22 4.22.7 WYS shall provide qualified licensed/licensed eligible
23 Counselor staff as specified in Subparagraph 11.8 of this Exhibit.

24 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

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

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

6 ~~5.1.3 Be community based and maximize opportunities to provide~~
7 ~~integrated, coordinated and easily accessible resources for families that~~
8 ~~assure the successful linkage of program participants with needed services.~~

9 ~~5.1.4 Affirm families' cultural, ethnic, and linguistic~~
10 ~~identities and enhance their ability to function in a multicultural society.~~

11 ~~5.1.5 Be outcome driven and identify indicators that accurately~~
12 ~~reflect progress towards stated goal(s).~~

13 ~~5.1.6 Employ program strategies based on principles that have~~
14 ~~been demonstrated to be effective with the target population to be served.~~

15 ~~5.1.7 Identify and address family and child abuse issues in the~~
16 ~~community with an emphasis on prevention, early intervention, and permanency.~~

17 ~~5.1.8 Identify and address substance abuse problems, including~~
18 ~~prevention and access to intervention strategies.~~

19 5.1.9 Demonstrate the ability, now and in the future, to
20 integrate multiple public, private, and collaborative partner funding
21 sources.

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

1 5.3 CONTRACTOR's FRC Coordinator shall participate in meetings, to be
2 held not more than once per month, of all FaCT FRC Program Coordinators for
3 the purpose of information sharing, joint problem solving, identification of
4 Best Practices, development of common approaches to case management and
5 intake, training, and other related matters. ADMINISTRATOR will provide
6 CONTRACTOR with detailed information regarding meeting date(s) and
7 location(s).

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

22 5.5 Appropriate CONTRACTOR staff shall participate in all required
23 training identified by ADMINISTRATOR, including, but not limited to,
24 management information system, FRC Program Coordinator's role in the FRC, and
25 other FRC responsibilities and activities. ADMINISTRATOR will provide
26 CONTRACTOR with detailed information regarding meeting date(s) and
27 location(s).

28 5.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures for

1 reporting any special incidents that occur during CONTRACTOR's performance of
2 duties under this Agreement, involving CONTRACTOR's staff, participants,
3 and/or property.

4 5.7 City shall provide seventy-six (76) hours of child care service at
5 the FRC to children of parents attending FRC programs Monday through Friday
6 during FRC operating hours, and on evenings and weekends as required by
7 PARTICIPANTS, continuously throughout the term of this Agreement. City shall
8 provide qualified Child Care Recreation Leader staff as specified in
9 Subparagraph [11.5](#) of this Exhibit.

10 6. FACILITIES

11 Administrative services under this Agreement shall be provided at:

12 Westminster Family Resource Center
13 c/o City of Westminster
14 7200 Plaza Street at Sigler Park
15 Westminster, CA 92683

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

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

21 7. REPORTS

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

- 25 7.1 Family identifier;
- 26 7.2 Family member identifier;
- 27 7.3 Ethnicity;
- 28 7.4 Date of birth;

1 7.5 Sex;

2 7.6 Referral reason(s);

3 7.7 Services recommended;

4 7.8 Services provided;

5 7.9 Date services delivery begins;

6 7.10 Date service delivery ends;

7 7.11 Status indicators (e.g. previous abuse reports, existing health

8 problems, etc.);

9 7.12 Primary language spoken;

10 7.13 PSSF service outcome measures as identified in Paragraph 2 of this

11 Exhibit; and

12 7.14 PSSF service categories as identified in Paragraph 2 of this

13 Exhibit.

14 7.15 Reports shall be prepared in a format approved in writing by

15 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and

16 Social Services Agency (SSA) Contract Administrator by the twentieth (20th)

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

18 7.16 CONTRACTOR shall complete registration forms and attendance sheets

19 for every service delivered to participant(s) unless specifically exempted by

20 ADMINISTRATOR.

21 7.17 CONTRACTOR shall complete the FaCT standardized Marketing Outreach

22 Log and **CEAC Data Form** and shall submit to ADMINISTRATOR quarterly, ten (10)

23 calendar days following the end of each quarter.

24 7.18 CONTRACTOR shall provide information deemed necessary by

25 ADMINISTRATOR to complete any state-required reports related to the services

26 provided under this Agreement.

27 8. UTILIZATION REVIEW

28 8.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's

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

6 8.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
7 differences of opinion regarding the necessity and appropriateness of services
8 and length of services, the dispute shall be submitted to COUNTY's Director of
9 Children and Family Services for final resolution.

10 9. SUSTAINABILITY

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

14 9.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order
15 to pursue long-term sustainability of CONTRACTOR'S FaCT collaborative
16 programs. This includes, but is not limited to, participation in the
17 following:

18 9.1.1 Assessment of long-term need for and reasonableness of
19 FaCT collaborative programs;

20 9.1.2 Training programs developed by or for FaCT;

21 9.1.3 Outreach activities initiated by FaCT staff or FaCT
22 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

23 9.1.4 Research of other public/private funding sources and
24 opportunities;

25 9.1.5 Pursuit of linkages with other partners, as appropriate;
26 and,

27 9.1.6 Development of marketing and community education materials
28 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

1 9.2 CONTRACTOR agrees to cooperate in these efforts, as well as
 2 independently pursue opportunities to improve sustainability of their
 3 collaborative program. Independent activities may include activities
 4 identified above as well as grant writing, and engaging in collaborative
 5 agreements with other integrated service initiatives.

6 9.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain
 7 CONTRACTOR's FaCT collaborative program by including written progress reports
 8 in FaCT mandated reports.

9 10. BUDGET

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

12 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 Westminster (City):</u>			
FRC Coordinator/Supervisor (Services 4.1, 4.9, and 4.15)	1.0	\$29.52	\$ 61,402
Family Advocate/Individual Case Manager - Spanish (Service 4.4)	0.75	13.026	20,321
Family Advocate/Individual Case Manager - Vietnamese (Service 4.4)	0.25	11.32	5,886
Community Resource Specialist-Bilingual Spanish (Service 4.8)	0.75	12.52	19,531
Data Specialist/Resource Intern (Admin)	0.50	10.00	10,400
Child Care Recreation Leader (Service 5.7) ⁽⁸⁾	0.0365	10.50	<u>798</u>
SUBTOTAL CITY SALARIES ⁽¹⁰⁾			\$118,338
<u>Western Youth Services (WYS):</u>			

1	Program Director (Admin)	0.025	\$36.22	1,883
2	Case Management Team Facilitator/Program			
3	Coordinator (Admin)	0.10	33.11	6,887
4	Bilingual Counselor (Services 4.1 - 4.3, and			
5	4.17)	0.60	24.76	30,900
6	WYS Benefits (21%) ⁽³⁾			<u>8,331</u>
7	SUBTOTAL WYS SALARIES AND BENEFITS:			\$ 48,001
8	<u>Interval House (IH):</u>			
9	IH - Personal Empowerment Program Instructor			
10	(Services 4.6, 4.7, 4.13, and 4.14)	0.30	\$20.75	\$ 12,948
11	IH Benefits (20%) ⁽³⁾			2,590
12	SUBTOTAL IH SALARIES AND BENEFITS:			<u>15,538</u>
13	SUBTOTAL ALL SALARIES AND BENEFITS:			\$181,877
14	<u>SERVICES AND SUPPLIES:</u>			
15	City - Program Expenses			\$ 1,400
16	City - Community Action Council			1,000
17	City - Emergency Assistance (Service 4.16) ⁽⁹⁾			3,000
18	City - WSD Subcontract(Service 4.5) ⁽⁷⁾			1,660
19	City - Child Care Expenses (Service 5.7) ⁽⁸⁾			102
20	WYS - Program Expenses			550
21	IH - Program Expenses			557
22	Abrazar - Dental Services (Service 4.12)			5,000
23	Abrazar - Emergency Food Supplies (Service 4.11)			5,797
24	B&GCW - School Time Off Program (Service 4.10)			<u>9,000</u>
25	SUBTOTAL ALL SERVICES AND SUPPLIES:			\$ 28,066
26	<u>OPERATING EXPENSES:</u>			
27	City - Telephone/Internet/Fax			\$ 3,000
28				

1	City - Copy Machine Lease	2,062
2	City - Mileage ⁽⁴⁾ & ⁽⁵⁾	520
3	City - Training	250
4	WYS - Office Expenses	820
5	WYS - Mileage ⁽⁴⁾ & ⁽⁵⁾	900
6	WYS - Staff Training	<u>100</u>
7	SUBTOTAL OPERATING EXPENSES:	\$ 7,652
8	<u>INDIRECT COSTS</u> ⁽⁶⁾	
9	WYS - Audit	218
10	WYS - Indirect Costs	1,837
11	WYS - Insurance	<u>350</u>
12	SUBTOTAL INDIRECT COSTS:	\$ 2,405
13	MAXIMUM COUNTY OBLIGATION:	\$220,000

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

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

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

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

⁽⁵⁾ Travel costs will be in accordance with Title 41 CFR Chapter 301, Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter

1 301. Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid
2 to employees for meals and incidental expenses incurred during travel up to
3 the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

4 (6) WYS's indirect costs include overhead and/or independent audit
5 expenses.

6 (7) City, through a subcontract with WSD, shall allocate a minimum of
7 \$1,660 annually for each fiscal year to the provision of Parenting Education,
8 Parenting Education TLFR, and Adoption Education Workshop services
9 continuously throughout the term of this Agreement. ~~Parent Education service~~
10 Subcontracted services shall consist of a fee for service Parent Educator and
11 Clinical Supervisor. ~~Parent education~~ Allowable costs shall include training,
12 program supplies, and mileage expenses directly related to the provision of
13 Parenting Education, Parenting Education TLFR, and Adoption Education Workshop
14 services.

15 (8) City shall use this funding only for child care services as described
16 herein. Allowable costs include direct child care services and purchases of
17 supplies, snacks directly related to child care services; activities and
18 educational games. All purchases for child care related supplies must be
19 requested in advance and in writing for approval by ADMINISTRATOR. Monthly
20 reimbursement of child care services shall be based on actual hours worked.
21 City's Child Care Recreation Leader position does not include any benefits.

22 (9) City shall use Emergency Assistance Funds to meet basic needs of
23 clients in support of services as described herein. Allowable Emergency
24 Assistance costs include emergency food, emergency clothing, diapers,
25 medicine, bus tickets to access services, safety items, one-time rent payment
26 assistance, and one-time utility payment assistance. Other allowable
27 Emergency Assistance costs are to be approved, in advance and in writing, by
28 ADMINISTRATOR. All Emergency Assistance purchases in excess of one hundred

1 (100) dollars, per client, must be approved, in advance and in writing, by
2 ADMINISTRATOR. City shall research available community resource options prior
3 to approving expenditures.

4 ⁽¹⁰⁾ City of Westminster salaries do not include any benefits.

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

14 11. STAFF

15 City of ~~Westminster~~ shall provide the following described staff
16 positions:

17 11.1 FRC Coordinator/Supervisor:

18 11.1.1 Duties: Perform a variety of administrative functions;
19 coordinate service providers; supervise ~~(FACMS)~~ Family Advocate/Individual
20 Case Manager, ~~CRS~~ Community Resource Specialist, Child Care Activity Leader,
21 and Family Resource Intern direct staff; oversee day-to-day FRC operations;
22 compile statistical and financial data for various reports; facilitate CEAC
23 community involvement; coordinate governance and policy procedure
24 development; coordinate staff training opportunities; prepare and monitor
25 program budget; market FRC services; provide outreach; respond to public
26 inquires on FRC services, procedures, operations, and regulations; facilitate
27 FRC and staff meetings; complete all required documentation; attend all
28 required meetings and trainings; and perform related duties as assigned.

1 11.1.2 Qualifications: ~~Master's degree is preferred. Bachelor's~~
2 ~~degree in social work, sociology, psychology, or related field from an~~
3 ~~accredited university; two (2) years experience working with at risk families~~
4 ~~and the community or four (4) years experience working with at-risk families~~
5 ~~and the community may be substituted for Bachelor's degree; knowledge of~~
6 ~~child welfare system; capable of relating well to individuals from diverse~~
7 ~~backgrounds and cultures, varied income and education levels; five (5) years~~
8 ~~administrative and operation supervision experience with SSA; and~~
9 ~~collaborative experience with other Orange County agencies; ability to work~~
10 ~~successfully in collaborative environment; attention to detail; and computer~~
11 ~~literate. Bachelor's degree (or Master's degree preferred) in social work,~~
12 ~~sociology, psychology, or related field from an accredited university and two~~
13 ~~(2) years of experience working with at-risk families and the community;~~
14 ~~knowledge of the child welfare system; capable of relating well to~~
15 ~~individuals from diverse backgrounds, cultures, varied income, and education~~
16 ~~levels; supervisory experience in management; ability to work successfully in~~
17 ~~a collaborative environment; attention to detail; and computer competency. A~~
18 ~~minimum of four (4) years of experience working with at-risk families and the~~
19 ~~community may substitute for the required Bachelor's degree with two (2)~~
20 ~~years of experience. Bilingual in English/Spanish is preferred and~~
21 ~~proficiency in English is.~~

22 11.2 Family Advocate/Individual Case Manager:

23 11.2.1 Duties: Provide family advocacy services; assess needs
24 and assist families in crisis to access resources to meet needs, including
25 court ordered families to facilitate family reunification; coordinate
26 information; develop a case plan; coordinate information for PARTICIPANT
27 referrals; attend and participate Comprehensive CMT—Case Management Team
28 meetings; follow up on PARTICIPANT's progress; help alleviate barriers to

1 accessing services; compile and maintain records; prepare reports; collect
2 and input data into FaCT database; and attend all required meetings and
3 trainings.

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

15 11.3 Community Resource Specialist:

16 11.3.1 Duties: Provide community resource information assistance
17 to walk-in, call-in, and referred PARTICIPANTS; assess PARTICIPANT's
18 immediate needs; provide linkage to service providers, refer to appropriate
19 resources; perform outreach to community, business and schools; collect and
20 input data into FaCT database; promote FRC program services; assist in
21 evaluation of PARTICIPANT needs; represent FRC at community events, maintain
22 required documentation; and collect and input data into FaCT database.

23 11.3.2 Qualifications: High school diploma or equivalent GED;
24 thorough knowledge and understanding of services provided at the FRC and the
25 surrounding community; ability to relate well to individuals from diverse
26 backgrounds and cultures; varied income levels; and educational levels.
27 Bilingual in English/Spanish or English/Vietnamese is preferred and
28 proficiency in English is required.

1 11.4 Family Data Specialist/Resource Intern:

2 11.4.1 Duties: Provide support to the FRC including inputting
3 data into Vista Share updating data reports generated by FaCT; providing
4 assistance to clients; answering telephone calls; setting appointments;
5 providing clients with referrals; and guiding them to all available
6 resources.

7 11.4.2 Qualifications: High School Diploma or equivalent: one
8 (1) year experience working within an office environment; experience working
9 with Microsoft Office; and ability to type 35 words per minute. Proficiency
10 in English is required.

11 11.5 Child Care Recreation Leader:

12 11.5.1 Duties: Provide child care activities at the FRC to
13 children of PARTICIPANTS attending FRC services; communicate with FRC
14 Coordinator and Program Coordinator; attend all required meetings and
15 trainings; and complete required documents.

16 11.5.2 Qualifications: High school diploma or eighteen (18)
17 years of age or older; preferably with one (1) year of child care experience;
18 possess the ability to deal with stressful situations; and be creative and
19 energetic. Bilingual in English/Spanish and proficiency in English is
20 required.

21 City, through a subcontract with WSD, shall provide the following
22 described staff position:

23 11.6 Parenting Educator:

24 11.6.1 Duties: Provide WSD Safe and Healthy Kids Office flyers
25 and other information promoting parent education opportunities; partner with
26 the Westminster Council PTA and other parent educators to co-host Parent
27 Information and Education (PIE) Nights. Create culturally responsive
28 presentations and arrange for appropriate translation; locate speakers and

1 other program resources; maintain attendance records; complete all required
2 documentation; and attend all meetings as required.

3 11.6.2 Qualifications: High school diploma or equivalent; one
4 (1) year of public speaking experience; and one (1) year of experience
5 working with low-income families; or two (2) years of experience working in
6 the human services field; certificate of completion in child development or
7 parenting curriculum and one (1) year experience with public speaking or
8 teaching. Bilingual in Spanish or Vietnamese is preferred. Proficiency in
9 English is required.

10 WYS shall provide the following described staff positions:

11 11.7 Program Director:

12 11.7.1 Duties: Responsible for overseeing all WYS services
13 contracted with FaCT; supervise FaCT funded staff; complete required
14 documents; and attend all required meetings.

15 11.7.2 Qualifications: Minimum of two (2) years post licensure;
16 maintain a current California Licensure as Licensed Clinical Social Worker
17 (LCSW), Marriage and Family Therapist (MFT), or Psychologist; abide by
18 ethical standards as set forth by the Board of Behavioral Science (BBS) and
19 professional association to which Program Director entitles self to belong;
20 experience in the administration of mental health services with a strong
21 preference for administering multidisciplinary mental health services; ability
22 to provide competent and clear direction/leadership to mental health team;
23 experience working with allied professionals; ability to interface with County
24 and school district staff; and an extensive working knowledge of clinical
25 standards of child abuse reporting and program development.

26 11.8 Bilingual Counselor:

27 11.8.1 Duties: Provide individual, family, group, and crisis
28 counseling services for children, parents, and/or caregivers who are

1 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
2 parenting issues, challenging child needs, and/or traumatic loss; provide
3 emotional support; stabilize immediate crisis; develop goals for the family;
4 maintain records; prepare reports, collect and input data into FaCT database;
5 and attend all required meetings and trainings.

6 11.8.2 Qualifications: Licensed ~~or licensed eligible clinician~~
7 ~~or a qualified professional under clinical supervision including student~~
8 ~~trainee and interns enrolled in an accredited graduate program under clinical~~
9 ~~supervision~~ clinician, license-eligible clinician from an accredited
10 university, or a qualified professional under clinical supervision, including
11 student trainees and interns enrolled in an accredited graduate program under
12 clinical supervision. Bilingual in English/Spanish or English/Vietnamese and
13 proficiency in English is required.

14 11.9 Case Management Team Facilitator/Program Coordinator:

15 11.9.1 Duties: Legally responsible for ensuring the team and/or
16 staff members follow up on all mandated reporting requirements; check
17 attendance of required Comprehensive ~~CMT~~ Case Management Team; ensure
18 confidentiality and/or release forms are signed and maintained; possess a
19 thorough understanding of the laws of confidentiality, child, elder, and
20 dependent adult abuse reporting; facilitate weekly Comprehensive ~~CMT~~ Case
21 Management Team cases including a thorough assessment of needs, treatment
22 plan, follow up plan, and termination; document and maintain case management
23 team records; collect and input data into the FaCT database; and attend all
24 required meetings and trainings.

25 11.9.2 Qualifications: Licensed or license-eligible (registered
26 with the BBS and assigned an intern number or an Associate Clinical Social
27 Worker [ACSW] number) clinician such as a LCSW, MFT, or Clinical Psychologist.
28 Bilingual in English/Spanish or English/Vietnamese is preferred and

1 proficiency in English is required.

2 IH shall provide the following described staff positions

3 11.10 Personal Empowerment Program Instructor:

4 11.10.1 Duties: Provide ~~(PEP)~~ Personal Empowerment Program
5 educational support and instruction; develop goals for PARTICIPANTS; monitor
6 attendance and participation; provide written reports; administer FaCT
7 prep/post measurement tools; compile and maintain records; collect and input
8 data into FaCT database; and attend all required meetings and trainings.
9 Provide Domestic Violence Counseling and TLFR Domestic Violence Counseling
10 service, complete required domestic violence documentation, maintain program
11 files, attend ~~CMT~~ Case Management Team and other FRC required meetings.

12 11.10.2 Qualifications: Two (2) years of experience working
13 with domestic violence families; forty (40) hours of Domestic Violence
14 Prevention training; eight (8) hours of Child Abuse Prevention and Reporting
15 Training; completion of ~~(PEP)~~ Personal Empowerment Program Training; and a
16 valid Domestic Violence Advocate Certificate is required. Bilingual in
17 English/Spanish or English/Vietnamese and proficiency in English is required.

18 Abrazar shall provide the following described staff positions:

19 11.11 Nutritional Aide:

20 11.11.1 Duties: Responsible for providing Emergency Food
21 Program; ordering food; verifying food invoices; stocking warehouse;
22 completing required documentation; and attending required meetings and
23 training.

24 11.11.2 Qualifications: High school diploma or equivalent; ~~and~~
25 one (1) year of experience working with varied age groups. Bilingual in
26 Spanish is preferred. Proficiency in English is required.

27 11.12 Dentist:

28 11.12.1 Duties: Responsible for providing comprehensive dental

1 examinations and x-rays; diagnosing dental disease; developing and explaining
2 treatment plans; obtaining informed consent; providing services in
3 periodontics, restorative, endodontic, prosthodontics, and surgical areas;
4 referring patients to specialists as needed, providing Dental Education
5 Program services; providing translation services as appropriate; and
6 completing required documentation.

7 11.12.2 Qualifications: Licensed California dentist, and three
8 (3) years of experience in providing general dentistry services to children
9 and adults. Bilingual in Spanish or Vietnamese is preferred.

10 11.13 Dental Assistant:

11 11.13.1 Duties: Responsible for greeting patients; escorting
12 patients to treatment room(s); explaining procedures; taking x-rays as
13 directed by dentist; assisting dentist in chair-side procedures; providing
14 Dental Education Program services; providing translation services for patients
15 as needed; and following infection control, sterilization, and safety
16 procedures.

17 11.13.2 Qualifications: High school diploma or equivalent;
18 dental assistant certificate or license from an accredited community college;
19 one (1) year experience working as a dental assistant; and one (1) year of
20 experience working with children, adults, and low income populations.
21 Bilingual in Spanish or Vietnamese is preferred. Proficiency in English is
22 required.

23 B&GCW shall provide the following described staff position:

24 11.14 Youth Development Worker:

25 11.14.1 Duties: Responsible for establishing ~~STOP~~ School Time
26 Off Program setting that insures the health and safety of participants;
27 implementing ~~STOP~~ School Time Off Program activities; coordinating
28 transportation for participants; providing guidance services; completing

1 required documentation; and attending required meetings.

2 11.14.2 Qualifications: High school diploma or equivalent; and
3 one (1) year of experience working with children. Bilingual in Spanish or
4 Vietnamese is preferred. Current First Aid and CPR certification and
5 proficiency in English are required.

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