

AGREEMENT
BETWEEN
COUNTY OF ORANGE

AND

~~COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY~~

~~AND~~

~~FAMILY ASSESSMENT COUNSELING AND EDUCATION SERVICES, INC.~~

~~AND~~

~~PEOPLE FOR IRVINE COMMUNITY HEALTH DBA 2-1-1 ORANGE COUNTY~~

~~AND~~

~~WOMEN'S TRANSITIONAL LIVING CENTER, INC.~~

~~AND~~

~~YOUNG MEN'S CHRISTIAN ASSOCIATION OF ORANGE~~

COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY

FOR THE PROVISION OF

FAMILY RESOURCE CENTER SERVICES ~~PROMOTING SAFE AND STABLE FAMILIES~~

~~THIS~~This AGREEMENT, entered into this 1st day of July ~~1, 2015~~, 2020, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and Community Action Partnership of Orange County, a California non-profit corporation; ~~Family Assessment Counseling and Education Services, Inc., a California non-profit corporation; People for Irvine Community Health DBA 2-1-1 Orange County, a California non-profit corporation; Women's Transitional Living Center, Inc., a California non-profit corporation; and Young Men's Christian Association of Orange, a California non-profit corporation; hereinafter collectively referred to as "EL MODENA FAMILY RESOURCE CENTER" or "CONTRACTOR."~~ Community Action Partnership of Orange County, Family Assessment Counseling and Education Services, People for Irvine Community Health DBA 2-1-1 Orange County, Women's Transitional Living Center, Inc., and Young Men's

1 ~~Christian Association of Orange, may each also be referred to as “Contractor Partner Agencies.”,~~
2 hereinafter referred to as “EL MODENA FAMILY RESOURCE CENTER” or
3 “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social
4 Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”
5

6 WITNESSETH:
7

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

15 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
16 ~~services Promoting Safe and Stable Families~~Family Resource Center Services in Orange County;
17 and;

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

20 WHEREAS, such services are authorized and provided ~~for~~ pursuant to the Adoptions and
21 Safe Families Act of 1997 (Public Law 105-89), California Welfare and Institutions Code Sections
22 16600-16605, All County ~~Letters~~Letter (ACL) No. 01-20, ACL No. 03-12, ACL No. 14.12, and
23 the Child and Family Services Improvement and Innovation Act; and

24 ~~NOW, THEREFORE, IT IS MUTUALLY~~WHEREAS, CONTRACTOR agrees to render
25 such services on the terms and conditions hereinafter set forth:

26 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:
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1. TERM

The term of this Agreement shall commence on July 1, ~~2015~~2020, and terminate on June 30, ~~2020~~2023, unless earlier terminated pursuant to the provisions of Paragraph ~~43~~42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2. ALTERATION OF TERMS

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

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

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

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

~~##~~

4. DESCRIPTION OF SERVICES, ~~STAFFING~~

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Exhibit “A” to the Agreement between County of Orange and El Modena Family Resource Center (FRC), for the Provision of ~~Services Promoting Safe and Stable Families~~ Family Resource Center Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.

4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY’s maximum obligation, as set forth in this Agreement, is not exceeded.

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

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 27 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California; (hereinafter referred to as “State”), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

5.2 In the performance of this Agreement, CONTRACTOR shall comply, ~~unless waived in whole or in part by ADMINISTRATOR,~~ with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); ~~Federal Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87~~ implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and

Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

5.2.1 For ~~Federally~~federally funded Agreements in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from ~~Federal~~federal financial assistance programs and/or activities.

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

6. DELEGATION AND ASSIGNMENT/~~SUBCONTRACTS~~CHANGE OF OWNERSHIP

6.1 Delegation and Assignment:

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

~~6.2 — Subcontracts:~~

6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Agreement.

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required, under the terms of sale or other

instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY.

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7. SUBCONTRACTS

~~6.3.1~~7.1 CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

~~6.3.1~~7.1.1 Subcontracts of ~~\$25~~50,000 or less:

~~6.3.1.1~~7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be ~~twenty-five~~fifty thousand dollars (~~\$25~~50,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

~~6.3.2~~7.1.2 Subcontracts in excess of ~~\$25~~50,000:

~~6.3.2.1~~7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed ~~twenty-five~~fifty thousand dollars (~~\$25~~50,000) during the term of this Agreement. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including

internal audit procedures and monitoring of subcontractor's performance until completion of services.

~~6.3.2.2~~7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement.

~~6.3.2.3~~7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.

~~7.8. FORM OF BUSINESS ORGANIZATION—AND—REAL—PROPERTY~~
~~DISCLOSURE/NAME CHANGE~~

~~7.1.1~~8.1.1 Form of Business Organization:

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

~~7.1.1~~8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.

~~7.1.2~~8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

~~7.1.3~~8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.

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7.28.2 Change in Form of Business Organization:

If, during the term of this Agreement, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or ~~CONTRACTOR's relationship to~~ when changes occur between CONTRACTOR and other businesses ~~dealing with CONTRACTOR under~~ that could impact services provided through this Agreement ~~changes,~~ CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

7.3 — Real Property Disclosure:

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

~~7.3.1 — The location by street address and city of any such real property.~~

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

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

~~7.3.3.1 — The term duration of any rental, lease or license agreement;~~

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

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

~~7.3.3.4 — The full names and addresses of all parties to any agreement concerning the real property and a listing of liens (if any) thereof, together with a listing~~

~~by full names and addresses of all officers, directors and stockholders of any private corporation, and a similar listing of all general and limited partners of any partnership which is a party.~~

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

~~7.3.5 — True and correct copies of all agreements with respect to any such real property shall be appended to the documentation described above and made a part thereof. If, during the term of this Agreement, there is a change in the agreement(s) with respect to real property where persons receive services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, describing such changes.~~

~~##~~

8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

8.9. NON-DISCRIMINATION

~~8.19.1~~ In the performance of this Agreement, CONTRACTOR agrees that it shall not

engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws.

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

~~8.3.2~~ 9.3.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.

9.3 Non-Discrimination in Employment

~~8.3.1~~ 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

~~8.4 — Non-Discrimination in Employment:~~

~~8.4.1~~ 9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

~~8.4.2~~ 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

____ California Department of ~~Social Services~~ Fair Employment

~~Public Inquiry and Response Bureau~~

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

~~Sacramento~~ 2218 Kausen Drive, Suite 100

Elk Grove, CA 94244-2430 95758

Telephone: (800) ~~952-5253~~ 884-1684

~~— (800) 952-8349 (For the hard of hearing)~~ 700-2320

(TTY)

~~8.59.4~~ 8.5.19.4.1 Non-Discrimination in Service Delivery:

~~8.5.19.4.1~~ CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular ~~Section 7~~ CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) ~~(1)~~, (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; ~~Title 24, CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable ~~Federal~~ federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate ~~Federal~~ federal agency for further compliance action and enforcement of Subparagraph ~~8.69.4~~ et seq.

~~8.5.2~~9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

~~8.5.2.1~~9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs” (PUB 13)

~~8.5.2.2~~9.4.2.2 Discrimination Complaint Form

~~8.5.2.3~~9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (Pub 470 - Your rights Under Adult Protective Services)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->

Rights-Under-California-Welfare-Program (Pub 13 – Your Rights Under California Welfare Programs)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>

(SSA Contractor and Vendor Compliance page)

9.10. NOTICES

~~9.1~~10.1 All notices, requests, claims, correspondence, reports, ~~and/or~~ statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
~~Contract~~Contracts and Procurement Services
500 N. State College Blvd., Suite 100
Orange, CA 92868-~~1600~~

CONTRACTOR: El Modena Family Resource Center
c/o Community Action Partnership of Orange County
11870 Monarch Street
Garden Grove, CA 92841

~~9.2~~10.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ~~ADMINISTRATOR and CONTRACTOR~~The parties each may ~~mutually agree~~designate by written notice from time to time, in the manner aforesaid, any change in the ~~addresses~~address to which notices ~~are sent. This agreement~~ must be in writingsent.

10.11. NOTICE OF DELAYS

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

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3 ~~11.~~12. INDEMNIFICATION

4 ~~11.1~~12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
 5 writing by COUNTY, and hold U.S. Department of Health and Human Services, the State,
 6 COUNTY, and their elected and appointed officials, officers, employees, agents, and those special
 7 districts and agencies which COUNTY's Board of Supervisors acts as the governing Board
 8 ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or
 9 nature, including, but not limited to, personal injury or property damage, arising from or related to
 10 the services, products, or other performance provided by CONTRACTOR pursuant to this
 11 Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of
 12 competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY
 13 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as
 14 determined by the court. Neither party shall request a jury apportionment.

15 ~~12.~~13. INSURANCE

16 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
 17 purchase all required insurance at CONTRACTOR's expense ~~and to deposit with~~
 18 ~~ADMINISTRATOR Certificates of Insurance~~, including all endorsements required herein,
 19 necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied
 20 with, ~~and~~. CONTRACTOR agrees to keep such insurance coverage ~~and the certificates therefore,~~
 21 Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire
 22 term of this Agreement. ~~Contractor~~In addition, all subcontractors performing work on behalf of
 23 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
 24 conditions as set forth herein for CONTRACTOR.

25 ~~12.1~~13.2 CONTRACTOR shall ensure that all subcontractors performing work on
 26 behalf of ~~Contractor~~CONTRACTOR pursuant to this ~~agreement~~Agreement shall be covered under
 27 ~~Contractor's~~CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
 28 to the same terms and conditions as set forth herein for ~~Contractor. Contractor~~CONTRACTOR.

CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by ~~County~~COUNTY from ~~Contractor~~CONTRACTOR under this Agreement. It is the obligation of ~~Contractor~~CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by ~~Contractor~~CONTRACTOR through the entirety of this ~~agreement~~Agreement for inspection by ~~County~~COUNTY representative(s) at any reasonable time.

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

~~12.3~~13.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage.~~ Any self-insured retention (SIR or deductible) in an amount in excess of \$25~~fifty thousand dollars (\$50,000 (\$5,000 for automobile liability))~~ shall specifically be approved by the ~~County Executive Office (CEO)/Office of~~ COUNTY's Risk Management Manager, or designee, upon review of ~~Contractor's~~CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

13.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR

provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

~~12.4~~13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

~~12.5~~13.5 Qualified Insurer:

~~12.5.1~~13.5.1 The policy or policies of insurance ~~required herein~~ must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

~~12.6~~13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ~~rating~~ratings.

~~12.7~~13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence <u>\$1,000,000 aggregate</u>
Sexual Misconduct Liability	\$1,000,000 per occurrence

~~12.8~~13.8 Required Coverage Forms:

~~12.8.1~~13.8.1 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.

~~12.8.2~~13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

~~12.9~~13.9 Required Endorsements:

~~12.9.1~~13.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

~~12.9.1.1~~13.9.1.1 An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, ~~agents~~ as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

~~12.9.1.2~~13.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

~~12.10~~13.11 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

~~12.11~~13.12 ~~Contractor~~CONTRACTOR shall notify ~~County~~COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to ~~County~~COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the ~~County~~COUNTY may suspend or terminate this Agreement.

~~12.12~~13.13 If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain ~~professional liability~~Professional Liability

coverage for two (2) years following completion of this Agreement.

~~12.13~~13.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

~~12.14~~13.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Agreement.

~~12.15~~13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.

~~12.16~~13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

~~12.17~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

~~12.18~~13.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

~~13.14.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance under this Agreement. While CONTRACTOR is required to provide this information without

prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

~~13.1~~14.2 Any accident or incident relating to services performed under this Agreement ~~which~~that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within twenty-four (24) hours of occurrence.~~

~~13.2~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or ~~related~~relating to services performed by CONTRACTOR under this Agreement. ~~Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.~~

~~13.3~~14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property. ~~Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.~~

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

~~13.4~~14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.

~~14.~~15. CONFLICT OF INTEREST

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

~~14.2~~15.1 provision of goods and services provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to prevent~~rules and procedures preventing its employees ~~or,~~ agents, and subcontractors from ~~making,~~

~~receiving~~, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence ~~individuals to act contrary to~~ COUNTY staff or elected officers in the ~~best interests~~ performance of ~~COUNTY~~ their duties.

15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

~~15.16.~~ 16. ANTI-PROSELYTISM PROVISION

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

~~16.17.~~ 17. SUPPLANTING GOVERNMENT FUNDS

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

~~17.18.~~ 18. EQUIPMENT

~~17.18.1~~ 18.1 All items purchased with funds provided under this Agreement, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Agreement. Upon the termination of this

1 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
 2 COUNTY or its representatives, or dispose of them in accordance with the directions of
 3 ADMINISTRATOR.

4 CONTRACTOR further agrees to the following:

5 ~~17.1.1~~18.1.1 To maintain all items of Capital Equipment in good working order
 6 and condition, normal wear and tear excepted.

7 ~~17.1.2~~18.1.2 To label all items of Capital Equipment, do periodic inventories as
 8 required by ADMINISTRATOR, and to maintain an inventory list showing where and how the
 9 Capital Equipment is being used, in accordance with procedures developed by
 10 ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days
 11 of any request therefore.

12 ~~17.1.3~~18.1.3 To report in writing to ADMINISTRATOR immediately after
 13 discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law
 14 enforcement agency must be contacted and a copy of the police report submitted to
 15 ADMINISTRATOR.

16 ~~17.1.4~~18.1.4 To purchase a policy or policies of insurance covering loss or
 17 damage to any and all Capital Equipment purchased under this Agreement, in the amount of the
 18 full replacement value thereof, providing protection against the classification of fire, extended
 19 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
 20 parties' interests as they appear.

21 ~~17.2~~18.2 The purchase of any Capital Equipment by CONTRACTOR shall be
 22 requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall
 23 fulfill the provisions of this Agreement which are appropriate and directly related to
 24 CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse
 25 reimbursement for any costs resulting from Capital Equipment purchased, which are incurred by
 26 CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

27 ~~17.3~~18.3 ~~Personal Computer Equipment:~~

28 No ~~personal~~ computers and/or personal electronic devices, such as tablets, ~~smart~~

~~phones~~, and laptop computers, or any component thereof, may be purchased with funds provided under this Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified in Subparagraphs ~~17.1.1 to 17.1.4~~ 18.1.1 to 18.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Agreement.

~~18.19.~~ 19. BREACH SANCTIONS

~~18.1.1~~ 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

~~18.1.1~~ 19.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

~~18.1.2~~ 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

~~18.1.3~~ 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph ~~18.2~~ 19.1.2 above.

~~18.2~~ 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

~~19.20.~~ 20. DESIGNATED LEAD AGENCY

~~19.120.1~~ 20.1 ~~Each of the Contractor Partner Agencies agrees that~~ Community Action Partnership of Orange County (~~CAPOC~~ Community Action Partnership) shall serve as the designated lead agent ~~on behalf of the CONTRACTOR,~~ with authority to present claims to COUNTY ~~on behalf of each of the Contractor Partner Agencies~~ for services delivered ~~by each of them~~ pursuant to this Agreement. As designated lead agent, ~~CAPOC,~~ Community Action Partnership shall ~~receive the~~ submit claims ~~from each of the other Contractor Partner Agencies~~ on a monthly basis ~~and shall submit these claims, along with its own monthly claim,~~ pursuant to

Paragraph 21 herein. Claims submitted to COUNTY by the designated lead agent shall clearly identify the services that were performed ~~by Contractor Partner Agencies.~~ Any and all payments to be made by COUNTY pursuant to this Agreement shall be made payable to the designated lead agent. ~~The designated lead agent shall thereafter disburse payment as appropriate to the Contractor Partner Agencies. Each of the Contractor Partner Agencies agrees that COUNTY's disbursement of payment to the designated lead agent shall satisfy COUNTY's payment obligation under this Agreement.~~

~~19.2.2~~ 20.2 As the designated lead agent, ~~CAPOC~~ Community Action Partnership shall also be responsible for activities that include, but are not limited to the following:

~~19.2.1~~ 20.2.1 Oversight of FRC services;

~~19.2.2~~ 20.2.2 Employment and supervision of the FRC Coordinator;

~~20.2.3 Facilitating established meetings for Contractor Partner Agencies~~ Employment and ~~generating~~ or oversight of the Family Support Advocate;

20.2.4 Employment and/or oversight of the Information and Referral Specialist;

20.2.5 Employment and/or oversight of the Community Engagement Coordinator;

~~19.2.3~~ 20.2.6 Establishing and facilitating a monthly FRC meeting with service providers and ensuring meetings minutes are documented;

~~19.2.4~~ 20.2.7 Coordinating a minimum of weekly case management Case Management Team (CMT) meetings;

~~19.2.5~~ 20.2.8 Collecting and maintaining complete all invoice documentation ~~for invoices from Contractor Partner Agencies;~~

~~19.2.6~~ 20.2.9 Overseeing the collection, maintenance, and management of all FRC data, including outcome measurements ~~from Contractor Partner Agencies;~~

20.2.10 Maintaining the integrity of the Families and Communities Together (FaCT) database and other reports, as necessary;

~~19.2.7~~ 20.2.11 Generating monthly reports (i.e., Service Grids) and other reports as requested, in accordance with Paragraph ~~38~~ 37 of this Agreement and ~~Exhibit~~ Paragraph 99 of Exhibit A for submission to COUNTY;

~~19.2.8 — Reimbursing FaCT funded Contractor Partner Agencies for FaCT funded services rendered prior~~ Overseeing and submitting to invoicing the COUNTY;

~~19.2.9~~ 20.2.12 Generating budget/contract modification requests on ~~the FRC's~~ behalf ~~for submission to COUNTY~~ of the FRC;

~~19.2.10~~ 20.2.13 Collecting information from Contractor Partner Agencies Producing, distributing, and generating maintaining a current, monthly FaCT FRC event/activity calendar as directed by ADMINISTRATOR;

~~19.2.11~~ 20.2.14 Coordinating FRC sustainability efforts referenced in Paragraph 12 of Exhibit “A”, Subparagraph 11 of this Agreement A;

~~19.2.12~~ 20.2.15 Ensuring all Contractor Partner Agencies FaCT funded subcontractor(s) are current on required documentation (e.g., insurance certificates, copies of resumes/applications, independent audits);

~~19.2.13~~ 20.2.16 Ensuring all ~~Non~~ non-FaCT ~~Funded — Partner Agencies~~ funded partner agency(ies) have a current agreement with the FRC and provide copies of agreements to COUNTY upon request;

~~19.2.14~~ 20.2.17 Facilitating collaborative activities, services, and programs to ensure effective service delivery;

~~19.2.15 — Maintaining complete and accurate records of all financial and outcome measurement data for the FRC;~~

20.2.18 Submitting Special Incident Reports to the COUNTY; and

~~19.2.16 — Attending required FaCT meetings and mandatory trainings; and~~

~~19.2.17~~ 20.2.19 Maintaining the integrity of the FaCT database and other reports as necessary.

20.21. PAYMENTS

~~20.121.1~~ Maximum Contractual Obligation:

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$1,500~~ 900,000 ~~or actual allowable costs, whichever is less.~~ The estimated annual amount ~~of~~ for each twelve (12) month period is as follows:

21.1.1 Year One: \$300,000 for July 1, 2020 through June 30, 2021;

21.1.2 Year Two: \$300,000 for July 1, ~~2015~~2021 through June 30, ~~2016~~; the amount of2022; and

~~20.1.1~~21.1.3 Year Three: \$300,000 for July 1, ~~2016 through June 30, 2017; the amount of \$300,000 for July 1, 2017~~2022 through June 30, ~~2018; the amount of \$300,000 for July 1, 2018 through June 30, 2019; and the amount of \$300,000 for July 1, 2019 through June 30, 2020 or actual allowable costs, whichever is less.~~2023.

~~20.2~~21.2 Allowable Costs:

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in ~~OMB Circular A-122~~Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for ~~the months of May and June in 2016, 2017, 2018, 2019, and 2020~~June 2021, during the month of such anticipated expenditure.

~~20.3~~21.3 Claims:

~~20.3.1~~21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

~~20.3.2~~21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR

must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph ~~25 (Records, Inspections, and Audits)~~ 26 of this Agreement.

~~20.3.3~~ 21.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

~~20.3.4~~ 21.3.4 ~~Year-End and Final Claims:~~

~~20.3.4.1~~ 21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph ~~11~~, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date ~~that~~ upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

~~20.3.4.2~~ 21.3.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122 or 482~~ CFR Section 31.2, as applicable, Part 200, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

~~21.22.~~ OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to

COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

~~22.~~23. OUTSTANDING DEBT

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

~~23.~~24. FINAL REPORT

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

///

~~24.~~25. INDEPENDENT AUDIT

~~24.1~~25.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the ~~OMB Circular A-133, Audits~~ aforementioned regulations for any year covered during the term of ~~States, Local Governments and Non-Profit Organizations.~~this Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in accordance with generally accepted

government auditing standards ~~and OMB Circular A-122.~~ CONTRACTOR shall cooperate with COUNTY, State, and/or ~~Federal~~ federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

~~24.2~~ 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

~~25.26.~~ 26. RECORDS, INSPECTIONS, AND AUDITS

~~25.1~~ 26.1 Financial Records:

~~25.1~~ 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are completed, whichever is later.

~~25.1~~ 26.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

~~25.2~~ 26.2 Client Records:

~~25.2~~ 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

~~25.2~~ 26.2.2 ~~All client records related to services~~ CONTRACTOR shall keep all COUNTY data provided ~~under~~ to CONTRACTOR during the ~~term~~ term(s) of this Agreement ~~shall~~

1 ~~be retained by CONTRACTOR~~ for a minimum of five (5) years from the date of final payment
 2 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are
 3 completed, whichever is later. These records shall be stored in Orange County, unless
 4 CONTRACTOR requests and COUNTY provides written approval for the right to store the
 5 records in another county. Notwithstanding anything to the contrary, upon termination of this
 6 Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~COUNTY data
 7 to COUNTY in accordance with Subparagraph ~~43.2.42.2~~of this Agreement.

8 ~~25.2.3~~26.2.3 COUNTY may refuse payment for a claim if client records are
 9 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined
 10 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment
 11 as an overpayment within the provisions of this Agreement.

12 ~~25.3~~26.3 Public Records:

13 ~~With To~~ the ~~exception of client records or other records referenced in Paragraph 31,~~
 14 ~~entitled Confidentiality~~extent permissible under the law, all records, including, but not limited to,
 15 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
 16 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

17 ~~25.4~~26.4 Inspections and Audits:

18 ~~25.4.1~~26.4.1 The U.S. Department of Health and Human Services, Comptroller
 19 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,
 20 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized
 21 representatives, shall have access to any books, documents, papers, and records, including medical
 22 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement
 23 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned persons have the right
 24 at all reasonable times to inspect or otherwise evaluate the work performed or being performed
 25 under this Agreement and the premises in which it is being performed.

26 ~~25.4.2~~26.4.2 CONTRACTOR shall make its books and ~~financial~~ records
 27 available within the borders of Orange County within ten (10) days of receipt of written demand
 28 by ADMINISTRATOR.

~~25.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and ~~financial~~ records.

~~25.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal ~~government~~Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

~~25.5~~26.5 Evaluation Studies:

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

~~26.27.~~ PERSONNEL DISCLOSURE

27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 15 of Exhibit A (hereinafter referred to as "Personnel").

~~26.1.2~~27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

~~26.1.1~~27.2.1 Names and dates of birth of all ~~full or part-time personnel~~Personnel by title, ~~including volunteer personnel~~, whose direct services are required to provide the programs described herein;

~~26.1.2~~27.2.2 A brief description of the functions of each position and the hours each person works each week; ~~or for part-time personnel~~Personnel, each day or month, as appropriate;

~~26.1.3~~27.2.3 The professional degree, if applicable, and experience required for each position; and

~~26.1.4~~27.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

~~26.2~~27.3 ~~CONTRACTOR's employment applications shall~~ Where authorized by law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall require ~~applicants~~prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information ~~not disclosed in the employment application~~ discovered subsequent to the hiring or promotion of any ~~applicant~~prospective Personnel shall be cause for termination ~~of that employee~~ from the performance of services under this Agreement.

27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

~~26.3~~27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Agreement. Background checks ~~on all employees and/or volunteers who will provide services under this Agreement.~~ conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with ~~and comparable to those required for COUNTY employees~~this Paragraph and their performance of services under this Agreement.

27.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.

27.7 In the event a record is revealed through the processes described in Subparagraphs 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.

~~26.4~~27.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~Personnel

assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for ~~each employee and/or volunteer~~ Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are completed, whichever is later, in compliance with all applicable laws.

~~26.5~~27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid employee and/or volunteer staff~~ Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such ~~employee and/or volunteer~~ Personnel may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

~~26.6~~27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's ~~staff~~ Personnel performing work hereunder, and any proposed changes in CONTRACTOR's ~~staff~~ Personnel.

~~26.7~~27.11 COUNTY shall have the right to require CONTRACTOR to remove any ~~employee~~ Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~ Personnel.

~~26.8~~27.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~ Personnel is terminated for cause from working on this Agreement.

~~26.9~~27.13 Disqualification, if any, of CONTRACTOR ~~staff~~ Personnel, pursuant to this Paragraph ~~26,27~~ shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

~~27.28.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

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

~~28. — ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

~~28.1 — In order to comply with child support enforcement requirements of COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:~~

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

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

~~28.2 The failure of CONTRACTOR to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.~~

~~28.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.~~

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR~~——~~ shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely

surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

31. CONFIDENTIALITY

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

31.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR, ~~and~~ and CONTRACTOR's ~~staff~~employees, agents, ~~employees~~subcontractors, and ~~volunteers~~all other individuals performing services under this Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and ~~volunteer staff who may provide~~all other individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain ~~the confidentiality of any and all materials~~pursuant to State and ~~information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in~~federal law and the terms of this Agreement ~~as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall comply with any audits specified in Paragraph 25, provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.~~

31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, ~~volunteers and partners~~and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said ~~State~~California state law may be guilty of a crime.

31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject

1 to the confidentiality requirements of this Agreement.

2 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
3 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
4 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
5 hereafter be amended.

6 31.5.1 No access, disclosure, or release of information regarding a child who is the
7 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
8 in doubt, no such information shall be released without the written approval of a Judge of the
9 Juvenile Court.

10 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
11 before allowing any child to be interviewed, photographed, or recorded by any publication or
12 organization, or to appear on any radio, television, or internet broadcast or make any other public
13 appearance. Such approval shall be requested through child's Social Worker.

14 32. SECURITY

15 32.1 Security Requirements

16 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
17 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
18 confidentiality that currently exists or exists at any time during the term of this Agreement.
19 CONTRACTOR represents and warrants that it has implemented and will maintain during the
20 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
21 private and confidential client information, to protect against anticipated threats to the security or
22 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
23 use of COUNTY data. Such safeguards and controls shall include at a minimum:

24 32.1.1.1 Storage of confidential paper files that ensures records are
25 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

26 32.1.1.2 Control of access to physical and electronic records to ensure
27 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
28 services.

1 32.1.1.3 Control to prevent unauthorized access and to prevent
2 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

3 32.1.1.4 Firewall protection.

4 32.1.1.5 Use of encryption methods of electronic COUNTY data while
5 in transit from CONTRACTOR networks to external networks, when applicable.

6 32.1.1.6 Measures to securely store all COUNTY data, including, but not
7 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
8 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
9 CONTRACTOR further represents and warrants that it has implemented and will maintain during
10 the term of this Agreement administrative, technical, and physical safeguards and controls
11 consistent with State and federal security requirements.

12 32.2 Security Breach Notification

13 32.2.1 CONTRACTOR shall have policies and procedures in place for the
14 effective management of Security Breaches, as defined below. In the event of any actual,
15 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
16 experiences or learns of that either compromises or could reasonably be expected to comprise
17 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security
18 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
19 notification, CONTRACTOR shall, at its own expense, immediately:

20 32.2.1.1 Investigate to determine the nature and extent of the Security
21 Breach.

22 32.2.1.2 Contain the incident by taking necessary action, including, but
23 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
24 security.

25 32.2.1.3 Report to COUNTY the nature of the Security Breach, the
26 COUNTY data used or disclosed, the person who made the unauthorized use or received the
27 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
28 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will

1 take to prevent future similar unauthorized use or disclosure.

2 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
3 determine what actions are necessary in response to the Security Breach and who will perform
4 these actions. Actions may include, but are not limited to: notifications; investigation and
5 remediation costs, including notification of all whose personal information was disclosed; outside
6 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
7 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
8 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
9 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
10 required actions.

11 ~~32.33.~~ COPYRIGHT ACCESS

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

15 ~~33.34.~~ WAIVER

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

22 ~~34. —~~ PETTY CASH

23 ~~CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed~~
24 ~~two hundred and fifty dollars (\$250).~~

25 35. SERVICES DURING EMERGENCY AND/OR DISASTER

26 35.1 CONTRACTOR acknowledges that service usage may surge during or after an
27 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
28 urgent, usually unexpected occurrence or event requiring immediate action to protect the health

and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, County Board of Supervisors, or State) and may be declared at the federal level by the President of the United States.

35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s); assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full-Time Equivalents (FTEs); reassigning staff to an assignment in which their experience or skill is needed; and prioritizing services for staff as requested by COUNTY.

35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions.

~~35.~~36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

~~36.1 Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement shall state~~ COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

36.2 CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

36.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

~~35.1.1~~36.2.2 Unless directed otherwise by ADMINISTRATOR, the information

includes a statement that the program, wholly or in part, is funded through ~~COUNTY~~County, State, and Federal ~~government~~Government funds.;

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

~~35.2.1—CONTRACTOR shall develop all publicity material in a professional manner; and~~

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

~~//~~

~~36.—~~COUNTY RESPONSIBILITIES

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

~~37.—~~REFERRALS

~~37.1—CONTRACTOR shall provide services to individuals referred by ADMINISTRATOR.~~

36.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

36.2.3.1 Any commercial product or service; and

36.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to

the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.
///

~~38.37.~~ 37. REPORTS

~~38.1~~ 37.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

~~38.2~~ 37.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs, or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

~~39.38.~~ 38. ENERGY EFFICIENCY STANDARDS

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

~~40.39.~~ 39. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act [Title 42 USC Section ~~1857(h)]~~, ~~Section 508 of~~ 7401 et seq., the Clean Water Act (Title 33 USC Section ~~1368~~), 1251 et seq., Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR ~~Part 15~~), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

~~40.1~~ 39.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

~~40.2~~ 39.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

1 ~~40.3~~39.3 It will notify COUNTY and EPA about any known violation of the above
2 laws and regulations.

3 ~~41.40.~~ CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
4 CERTAIN FEDERAL TRANSACTIONS

5 ~~41.140.1~~ CONTRACTOR shall be in compliance with Section 319 of Public Law
6 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions
7 set down by the ~~OMB~~Office of Management and Budget (OMB) and published in the Federal
8 Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
9 regulations, it is mutually understood that any contract which utilizes ~~Federal~~federal monies in
10 excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form
11 provided by ADMINISTRATOR that cites the following:

12 ~~41.1.140.1.1~~ A.—The definitions and prohibitions contained in the clause at
13 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
14 Transactions, included in this solicitation, are hereby incorporated by reference in ~~Paragraph~~
15 ~~(B)~~Subparagraph B of this certification.

16 ~~41.1.240.1.2~~ B.—The offeror, by signing its offer, hereby certifies to the best
17 of his or her knowledge and belief as of December 23, 1989, that

18 ~~41.1.2.140.1.2.1~~ No ~~Federal~~federal appropriated funds have been paid
19 or will be paid to any person for influencing or attempting to influence an officer or employee of
20 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
21 Member of Congress on his or her behalf in connection with the awarding of any ~~Federal~~federal
22 contract, the making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan, the
23 entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,
24 or modification of any ~~Federal~~federal contract, grant, loan or cooperative agreement;

25 ~~41.1.2.240.1.2.2~~ If any funds other than ~~Federal~~federal appropriated
26 funds (including profit or fee received under a covered ~~Federal~~federal transaction) have been paid,
27 or will be paid, to any person for influencing or attempting to influence an officer or employee of
28 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

~~41.1.2.3~~40.1.2.3 He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

~~41.1.3~~40.1.3 C. — Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

~~42.~~41. POLITICAL ACTIVITY

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

~~43.~~42. TERMINATION PROVISIONS

~~43.1~~42.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be defined as limited, to any breach of contract, any partial misrepresentation ~~or whether negligent or willful~~, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

~~43.2~~42.2 ~~Upon termination, or notice thereof,~~For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition

Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, ~~active case records, and pertinent documents~~ case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

42.3 In the event of termination of this Agreement, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.

~~43.3~~42.4 The obligations of COUNTY under this Agreement are contingent upon the availability of ~~Federal~~federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. ~~CONTRACTOR~~ shall immediately comply with ADMINISTRATOR’s decision.

~~43.4~~42.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall ~~not~~remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

~~44.4~~43. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be

governed by and construed under the laws of the State of California-, [without reference to conflict of law provisions](#). In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

///

~~45.44.~~ [44.1](#) SIGNATURE IN COUNTERPARTS

~~45.144.1~~ The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

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1 44.2 CONTRACTOR represents and warrants that the person executing this Agreement
2 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
3 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
4 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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25 WHEREFORE, the parties hereto have executed this Agreement in the County of Orange,
26 California.

27 By: _____
28 —CLARENCE W. RAY

By: _____
—CHAIRMAN OF THE

~~EXECUTIVE DIRECTOR~~
~~COMMUNITY ACTION PARTNERSHIP~~
~~OF ORANGE COUNTY~~

~~BOARD OF SUPERVISORS~~
~~COUNTY OF ORANGE,~~
~~CALIFORNIA~~

Dated: _____

Dated: _____

By: _____
~~PAULA NEAL REZA~~
~~EXECUTIVE DIRECTOR~~
~~FAMILY ASSESSMENT COUNSELING~~
~~AND~~
~~EDUCATION SERVICES, INC.~~

By: _____
~~KAREN B. WILLIAMS~~
~~CHIEF EXECUTIVE OFFICER~~
~~PEOPLE FOR IRVINE~~
~~COMMUNITY HEALTH, DBA~~
~~211OC~~

Dated: _____

Dated: _____

~~SIGNED AND CERTIFIED THAT A COPY OF~~
~~THIS~~
~~AGREEMENT HAS BEEN DELIVERED TO~~
~~THE CHAIR OF THE BOARD PER G.C. Sec.~~
~~25103,~~
~~Reso 79-1535~~
~~ATTEST:~~

By: _____
~~GIGI TSONTOS~~
~~EXECUTIVE DIRECTOR~~
~~WOMEN'S TRANSITIONAL~~
~~LIVING~~
~~CENTER, INC.~~

By: _____
~~ROBIN STIELER~~
~~Interim Clerk of the Board~~
~~Orange County, California~~

Dated: _____

Dated: _____

By: _____

~~APPROVED AS TO FORM~~
~~COUNTY COUNSEL~~
~~COUNTY OF ORANGE, CALIFORNIA~~

~~JIMMY OZAETA~~
~~CHIEF EXECUTIVE OFFICER~~
~~YOUNG MEN'S CHRISTIAN~~
~~ASSOCIATION OF ORANGE~~

Dated: _____

By: _____
~~DEPUTY~~

Dated: _____

By: _____ By: _____
GREGORY SCOTT CHAIRWOMAN
PRESIDENT/CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
COMMUNITY ACTION PARTNERSHIP COUNTY OF ORANGE, CALIFORNIA
OF ORANGE COUNTY

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY

~~AND~~

~~FAMILY ASSESSMENT COUNSELING AND EDUCATION SERVICES, INC.~~

~~AND~~

~~PEOPLE FOR IRVINE COMMUNITY HEALTH DBA 2-1-1 ORANGE COUNTY~~

~~AND~~

~~WOMEN'S TRANSITIONAL LIVING CENTER, INC.~~

~~AND~~

~~YOUNG MEN'S CHRISTIAN ASSOCIATION OF ORANGE~~

FOR THE PROVISION OF FAMILY RESOURCE CENTER SERVICES

~~SERVICES PROMOTING SAFE AND STABLE FAMILIES~~

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide Family Resource Center (FRC) services ~~Promoting Safe and Stable Families~~, as contained in Paragraph 5 of this Exhibit, to: birth, kinship, blended, adoptive, and ~~foster families~~ Resource Families with children, ages birth to eighteen (0-18) years, who are at risk ~~and/of~~ or are experiencing child abuse and ~~or~~ neglect; families who are living in poverty or suffering economic ~~hardships~~ hardship, domestic violence, unemployment, teen pregnancy, and unhealthy parenting; families involved with and/or receiving child welfare services, ~~including families in the Family Reunification and/or adoption process; homeless families, unaccompanied homeless youth, and those at risk of homelessness;~~ ; non-minor

dependents ages eighteen ~~through~~ (18) to twenty-one ~~(18-21);~~ years old, who are being served by child welfare or probation agencies and who are under the jurisdiction of the Orange County Juvenile Court; homeless families, unaccompanied homeless youth, and those families at-risk of homelessness; military families ~~(active or veteran);~~; and persons with disabilities. The population to be served as defined in this ~~paragraph~~ Paragraph shall hereinafter be referred to as "PARTICIPANTS" or "FAMILIES."

1.2 CONTRACTOR shall provide ~~Family Resource Center (FRC)~~ services primarily to those PARTICIPANTS residing in the city of Orange and surrounding communities.

~~2. PSSF & CBCAP FUNDING REQUIREMENTS~~

~~2.1 CONTRACTOR shall provide services/activities, as described in Paragraph 5 below, to address one (1) or more of the seven (7) Promoting Safe and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below, and addressing all four (4) of the PSSF service categories defined in Subparagraphs 2.3.1 through 2.3.4, below.~~

~~2.2 PSSF Outcomes: Services must meet a minimum of one (1) of the following PSSF outcomes:~~

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

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

~~2.2.3 Children have permanency and stability in their living situations.~~

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

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

~~2.2.6 Children receive appropriate services to meet educational needs.~~

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

~~2.3 The four (4) PSSF service categories are as follows:~~

~~2.3.1 Family Preservation: Family Preservation (FP) services typically are designed to help families alleviate crises that might lead to out of home placement of children;~~

1 maintain the safety of children in their own homes; and assist families in obtaining services and
2 other supports necessary to address their multiple needs in a culturally responsive manner.

3 ~~2.3.2 — Family Support: Family Support services are primarily community-~~
4 ~~based preventive activities designed to alleviate stress and promote parental competencies and~~
5 ~~behaviors that will increase the ability of families to successfully nurture their children; enable~~
6 ~~families to use other resources and opportunities available in the community; and create supportive~~
7 ~~networks to enhance child-rearing abilities of parents and help compensate for the increased social~~
8 ~~isolation and vulnerability of families.~~

9 ~~2.3.3 — Time Limited — Family — Reunification: Time Limited — Family~~
10 ~~Reunification (TLFR) are services and activities provided to a child who is removed from the~~
11 ~~child's home and placed in a foster family home or a childcare institution. These services are also~~
12 ~~for the parents or primary caregiver for the child, in order to facilitate the reunification of the child~~
13 ~~safely and appropriately during the court ordered family reunification period. TLFR services~~
14 ~~include individual, group, and family counseling; inpatient, residential, or outpatient substance~~
15 ~~abuse treatment services; mental health services; assistance to address domestic violence;~~
16 ~~temporary childcare and therapeutic services for families, including crisis nurseries; and~~
17 ~~transportation to and from any of the above services.~~

18 ~~2.3.4 — Adoption Promotion and Support: Adoption Promotion and Support~~
19 ~~(APS) services are designed to encourage more adoptions out of the foster care system, when~~
20 ~~adoptions promote the best interest of children, and including such activities as pre and post-~~
21 ~~adoptive services designed to expedite the adoption process and support adoptive families.~~

22 ~~2.4 — Unless specified otherwise, the services described below in Subparagraphs 5.1~~
23 ~~through 5.10 addresses each of the four (4) PSSF categories described above in Subparagraphs~~
24 ~~2.3.1 through 2.3.4.~~

25 ~~2.5 — Community-Based Child Abuse Prevention (CBCAP): Services shall align with~~
26 ~~the California Department of Social Services Community-Based Child Abuse Prevention~~
27 ~~(CBCAP) program which supports efforts to develop, operate, expand, enhance, and coordinate~~
28 ~~initiatives, programs and activities to prevent child abuse and neglect. In addition, CBCAP~~

1 supports the coordination of resources to better strengthen and support families as well as foster
 2 understanding, appreciation and knowledge of diverse populations in order to effectively prevent
 3 and treat child abuse and neglect.

4 2.6 — ADMINISTRATOR may, in its sole discretion and upon written notice to
 5 CONTRACTOR, modify: the terms or definitions, the particular type of services/activities to be
 6 provided, the time of day and day of week services/activities are to be provided, the location(s)
 7 where services/activities shall be provided, the date(s) services/activities shall begin and end, the
 8 service goal(s), measurement tools and outcome indicators, and the number of participants to be
 9 provided services/activities as described in Paragraph 5, below, without changing COUNTY'S
 10 maximum obligation as set forth in this Agreement. Any modification of services/activities shall
 11 remain within the scope of defined PSSF service categories and PSSF outcomes and shall promote
 12 community participation. CONTRACTOR shall not institute any modification without prior,
 13 written approval of ADMINISTRATOR.

14 2.7 — CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload
 15 standards as set forth in this Paragraph and as authorized by COUNTY, without reducing the level
 16 of service to be provided by CONTRACTOR. This agreement must be in writing.

17 2. DEFINITIONS

18 2.1 Community Engagement Advisory Committee (CEAC): A partnership of multiple
 19 agencies and community members that strive to achieve positive outcomes for the populations they
 20 serve and build an interdependent system to address issues and opportunities. Collaboratives also
 21 share resources and responsibilities to jointly plan, implement, and evaluate programs to achieve
 22 common goals.

23 2.2 Differential Response (DR): A concept that child safety is a responsibility shared
 24 by the family, community, and child welfare agencies. DR's primary goal is to engage a greater
 25 number of families in services within the community without bringing them into the child welfare
 26 system and reduce the recurrence of child maltreatment. DR services are indicated when reported
 27 allegations meet statutory definitions of abuse or neglect yet an initial assessment made by SSA
 28 Children and Family Services (CFS) determines that with targeted services a family is likely to

make needed changes to improve child safety.

2.3 Families and Communities Together (FaCT): A public-private partnership that supports FRCs and provides program development and administration, funding, and training. FaCT receives federal, State, and County funding, as well as volunteer, in-kind support, and private donations.

2.4 Full-Time Equivalent (FTE): The amount of time (stated as a percentage) an hourly position will be providing services under an 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 under an agreement, regardless of the number of hours actually worked.

2.5 Military Families: A family unit consisting of active service members, reservists, veterans (regardless of discharge status), and their children, spouses, partners, and loved ones.

2.6 Provider: A funded or non-funded partner agency in partnership with the County that provides contracted services through a collaborative FRC agreement or an individual agency agreement.

2.7 Resource Family: The Resource Family provides care on a temporary (foster care) and/or permanent (adoption and legal guardianship) basis and includes all types of caregivers in the child welfare and probation systems formerly known as foster parents, approved relatives or approved Non-Relative Extended Family Member.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of ~~PARTICIPANT~~the target population as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday ~~from 9:00 a.m. to 6:00 p.m., except COUNTY holidays~~, for a minimum of eight (8) hours and thirty (30) minutes per weekday. FRC shall remain open until at least 8:00 p.m. two (2) weekdays per week, and until at least 5:30 p.m. on the remaining three (3) weekdays. FRC may off-set regular hours in order to offer FaCT funded services on weekends for a minimum of four (4) hours. CONTRACTOR's holiday schedule shall not exceed the COUNTY's holiday schedule as established by the Orange County Board of Supervisors. ~~Weekly hours shall include a minimum of two (2) weeknights until~~

~~8:00 p.m. or one (1) weekend day for a minimum of four (4) hours to meet community needs. CONTRACTOR may off set regular hours based on the FRC being open for services evenings and/or weekends. For example, service hours on Tuesday and Thursday may be adjusted to 11:00 a.m. to 8:00 p.m. FRC operating hours must be submitted to ADMINISTRATOR for approval. Any changes to the regular schedule must be pre-approved, in writing, by ADMINISTRATOR. FRC shall provide a phone messaging system to record messages and post a sign with an emergency contact name and telephone number for PARTICIPANTS who may call or visit the FRC after hours.~~, as described in Subparagraph 3.2 below. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: ~~New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.~~ CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule. ~~and the hours listed in Subparagraph 3.1 of this Exhibit.~~ Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~18~~,19 and shall not be reimbursed. ~~CONTRACTOR is encouraged to provide contracted services on holidays, whenever possible.~~

4. FaCTFRC GENERAL REQUIREMENTS AND CHARACTERISTICS

During the entire term of this Agreement, the ~~FRC will:~~CONTRACTOR shall:

4.1 Maintain a family-friendly community facility that functions as a multi-service community-based site that offers a "one-stop shop" approach to comprehensive array of social and health services to families and provides a support system that builds on family and community strengths.

4.14.2 Offer multiple programs, including, but not limited to, the following core services: a case management team, counseling, DR, family support services, parenting education, domestic violence prevention and treatment (i.e. Personal Empowerment Program), ~~out-of-school-time youth program, TLFR family fun activities, foster/adoptive parent recruitment,~~ and information

and referral services in support of achieving FaCT goals.

4.3 Be situated in a community-based location easily accessed by pedestrians, as well as public and private transportation.

4.4 Offer free and accessible parking.

4.5 Promote the FaCT platform (e.g. FRC sites, services, and literature) at outreach events where FaCT funded staff are utilized.

4.6 Display FaCT literature within FRC lobbies and in areas accessible to PARTICIPANTS.

4.7 Involve local residents and stakeholders in planning, designing, implementing, and evaluating activities at the FRC.

4.8 Maximize the use of volunteers to assist not only in service delivery, but also serve as ambassadors in the community to promote community ownership and sustainability.

4.9 Leverage multiple funding streams to offer quality services to the community.

4.24.10 Operate as a collaborative that includes ~~Contractor Partner Agencies, which are Fact Funded and a~~ a minimum of ~~two (2) Non~~three (3) non-FaCT ~~Funded Partner Agencies~~funded partner agencies who are providing onsite services at the FRC. Roles and responsibilities of each partner shall be clearly defined for the entire term of the Agreement.

4.34.11 Have each ~~Non~~non-FaCT ~~Funded Partner Agency(ies)~~funded partner agency sign a memorandum of understanding or agreement specifying their commitment to provide services throughout the term of this Agreement.

4.44.12 Designate Community Action Partnership ~~of Orange County~~ to function as both the designated lead agency and the program management lead agency. The fiscal and program management responsibilities shall include those referenced in Paragraph 20 of this Agreement.

4.5 Provide bilingual ~~staff responsible for direct services~~service staff that are ~~language appropriate.~~

4.64.13 ~~Provide services that are culturally proportionate and~~ responsive to the ~~language and cultural~~ needs of the community ~~to be served~~they serve.

4.74.14 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network Administrative Services-~~(FNAS)~~ provider, by attending required meetings, trainings, completing data entry into FaCT database system, and engaging with the FaCT Network in activities related to the FaCT mission and vision.

4.84.15 ~~Provide all services at the FRC.~~ Services ~~may also~~ shall be ~~offered~~ provided at the FRC, in-home, ~~at and/or in satellite sites such as~~ schools, and other community locations as ~~needed as~~ mutually agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all Clinical Supervision, Family Support Services, Counseling, and Case Management Team services.

4.94.16 ~~Collaborate with other Contractor Partner Agencies and Non-FaCT Funded Partner Agency(ies) to ensure participants~~ Ensure PARTICIPANTS complete FaCT required registration, consent, sign-in forms, ~~satisfaction surveys~~, and/or complete assessment tools referenced in Subparagraph 8.48.6 of this Exhibit, when receiving services requiring an assessment.

4.17 Encourage PARTICIPANTS to complete satisfaction surveys when receiving FRC services.

~~4.104.18~~ 4.18 Collaborate with COUNTY staff and COUNTY'S contracted ~~Differential Response (DR) and Family Stabilization (FS)~~ services staff who provide services to ~~Social Services Agency (SSA) clients~~ PARTICIPANTS.

5. SERVICES

~~Throughout this Exhibit, the Contractor Partner Agencies shall hereinafter be referred to as: Community Action Partnership of Orange County (CAPOC), Family Assessment Counseling and Education Services, Inc. (FACES), People for Irvine Community Health DBA 2-1-1 Orange County (211OC), Women's Transitional Living Center, Inc. (WTLC) and Young Men's Christian Association of Orange (YMCA).~~

5.1 — Clinical Supervision (FACES):

~~5.1.1 — FACES shall provide Clinical Supervision services to ensure the quality of counseling services provided at the FRC.~~

~~5.1.2 Clinical Supervision services shall include, but are not limited to: individual and group clinical supervision for counselor(s) at the FRC, recruitment and supervision of Master's level counseling interns, case consultation, verification of laws of confidentiality, and ensuring that child and elder/dependent adult abuse reporting requirements are followed.~~

~~5.1.3 Clinical Supervision services shall be provided for a minimum of one (1) hour of individual per week, two (2) hours of group per week, and shall be based on the CONTRACTOR'S counseling agency supervision requirements.~~

~~5.1.4 Clinical Supervision shall be offered continuously throughout the term of this Agreement.~~

~~5.1.5 FACES shall provide a qualified licensed Clinical Supervisor as specified in Subparagraph 14.5 of this Exhibit.~~

~~5.2 Counseling Services (FACES):~~

~~5.1 Case Management Team~~

~~5.2.1 The objectives of Counseling Services are as follows:~~

~~5.2.1.1 Increase the availability of counseling services for appropriate non-Medi-Cal clients, underinsured clients, and clients experiencing barriers to accessing mental health services;~~

~~5.2.1.2 Increase participant's coping skills in dealing with stress;~~

~~5.2.1.3 1.1.1.1 Increase access to social support systems;~~

~~5.2.1.4 1.1.1.1 Facilitate linkages to appropriate and needed treatment programs (e.g., domestic violence, substance abuse, mental health, etc.);~~

~~5.2.1.5 Reduce risk of violence in the home; and~~

~~5.2.1.6 Improve individual and family functioning.~~

~~5.2.2 5.1.1 FACES shall provide Crisis, Family, Individual and Group counseling services for a minimum of one hundred fifty (150) unduplicated PARTICIPANTS annually. Counseling services shall include, but not be limited to: assess PARTICIPANT's needs, provide emotional support, stabilize immediate crisis, develop goals for PARTICIPANTS, address parenting issues, cycle of abuse, victimization, enhancing family dynamics, and make appropriate~~

1 ~~linkages to all needed treatment programs and social support systems. The Counselor and/or~~
2 ~~designee, as approved by ADMINISTRATOR, shall attend the FRC's Case Management Team~~
3 ~~(CMT) meetings.~~ services are as follows:

4 5.2.3 — ~~FACES shall provide Crisis counseling to a minimum of thirty-five (35)~~
5 ~~individuals continuously throughout the term of this Agreement by appointment during FRC~~
6 ~~operating hours. FACES may also schedule evening hours at the request of PARTICIPANTS.~~
7 ~~Crisis Counseling sessions shall be a minimum of sixty (60) minutes in duration, or as clinically~~
8 ~~indicated by the clinician, and offered to PARTICIPANTS on a weekly basis. FACES shall offer~~
9 ~~a minimum of one (1) Crisis counseling session and a maximum of four (4) sessions for each~~
10 ~~PARTICIPANT. Crisis counseling services shall be based on cognitive behavioral therapy.~~

11 5.2.4 — ~~FACES shall provide Family counseling for a minimum of forty (40)~~
12 ~~FAMILIES continuously throughout the term of this Agreement by appointment during FRC~~
13 ~~operating hours. FACES may also schedule evening hours at the request of PARTICIPANTS.~~
14 ~~Family counseling sessions shall be a minimum of fifty (50) minutes in duration, or as clinically~~
15 ~~indicated by the clinician, and offered to PARTICIPANTS on a weekly basis. FACES shall offer~~
16 ~~a minimum of four (4) sessions and a maximum of twenty (20) sessions for each PARTICIPANT.~~
17 ~~Family counseling services shall be based on family systems approach.~~

18 5.2.5 — ~~FACES shall provide Individual counseling for a minimum of fifty (50)~~
19 ~~individuals continuously throughout the term of this Agreement by appointment during FRC~~
20 ~~operating hours. FACES may also schedule evening hours at the request of PARTICIPANTS.~~
21 ~~Individual Counseling sessions shall be a minimum of fifty (50) minutes in duration, or as~~
22 ~~clinically indicated by the clinician, and offered to PARTICIPANTS on a weekly basis. FACES~~
23 ~~shall offer a minimum of four (4) sessions and a maximum of twenty (20) sessions for each~~
24 ~~PARTICIPANT. Individual counseling services shall be based on cognitive behavioral therapy.~~

25 5.2.6 — ~~FACES shall provide Group counseling services for a minimum of~~
26 ~~twenty-five (25) PARTICIPANTS continuously throughout the term of this Agreement by~~
27 ~~appointment during FRC operating hours. FACES may also schedule evening hours at the request~~
28 ~~of PARTICIPANTS. FACES shall provide a minimum of four (4) Group counseling series at a~~

~~minimum of ninety (90) minutes each session with a six (6) week session minimum per series. Each session shall include a minimum of five (5) PARTICIPANTS per group session. Group counseling for children and teens shall be provided at a minimum of forty-five (45) minutes each session. Group counseling services for children and teens shall include the use of interactive tools. Children's Group counseling services shall include the use of social skills curriculums. Teen Group counseling services shall focus on values clarification and social skills building.~~

~~5.2.7 — FACES shall provide qualified, bilingual licensed/license-eligible Counselor staff as specified in Subparagraph 14.7 of this Exhibit.~~

~~5.3 — Family Support Services (CAPOC):~~

~~5.3.1 — The objectives of Family Support Services are as follows:~~

~~5.3.1.1 — Increase families' follow-through with~~[collaboration among](#) ~~service providers.~~

~~5.3.1.2 — Increase access to resources.~~

~~5.3.1.3 — Increase effective coordination of services among providers.~~

~~5.3.1.4 — Assist in accessing resources so families may achieve economic self-sufficiency.~~

~~5.3.2 — CAPOC shall provide Family Support Services for a minimum of one hundred (100) unduplicated FAMILIES annually. Family Support Services are those services employing a case manager (e.g., Family Support Specialist) responsible for assessing the strengths and [by](#) meeting the multiple needs of a family, arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families. The primary goal of case management shall be to link clients with multiple needs to resources, services, and opportunities. The Family Support Specialist shall also teach and empower clients to access community resources and strengthen problem-solving skills.~~

~~5.3.3 — CAPOC shall provide Family Support Services continuously throughout the term of this Agreement during FRC operating hours or at dates and times convenient for families. CAPOC shall provide Family Support Services for a minimum of thirty~~

~~(30) days for each PARTICIPANT.~~

~~5.3.4 — CAPOC shall primarily provide Family Support Services in family's home, at the FRC, or at other community locations as needed with advance written approval by ADMINISTRATOR.~~

~~5.3.5 — CAPOC shall provide qualified, bilingual Family Support Specialist staff as specified in Subparagraph 14.8 of this Exhibit.~~

~~5.4 — Foster and Adoptive Parent Recruitment (CAPOC):~~

~~5.4.1 — The objective of Foster and Adoptive Parent Recruitment services is to increase foster/adoptive awareness to prospective caregivers.~~

~~5.4.2 — CAPOC shall help promote, in collaboration with ADMINISTRATOR, the need for foster and adoptive resources for children in need of a permanent home. Promotional activities may include, but are not limited to: displaying media or printed material at the FRC, promotion at community events/workshops, and distribution of flyers and other marketing materials to local community residents.~~

~~5.4.3 — CAPOC shall provide Foster and Adoptive Parent Recruitment services for a minimum of twenty (20) unduplicated PARTICIPANTS. Foster and Adoptive Parent Recruitment services shall include, but not be limited to informative activities and workshops including testimonials by foster and adoptive parents and adopted youth.~~

~~5.4.4 — CAPOC shall provide a minimum of one (1) large and two (2) smaller Foster and Adoptive Parent Recruitment community events/workshops annually during the term of this Agreement.~~

~~5.4.5 — CAPOC shall distribute a minimum of five hundred (500) Foster and Adoptive Parent Recruitment event flyers to the community and PARTICIPANTS receiving FRC services in the two to four (2 to 4) weeks preceding the community events/workshops.~~

~~5.4.6 — CAPOC's Foster and Adoptive Parent Recruitment services shall address only the following PSSF service category: APS.~~

~~5.4.7 — CAPOC shall provide qualified Foster and Adoptive Parent Recruiter staff (e.g., FRC Coordinator, Community Engagement Volunteer Coordinator and Family Support~~

Specialist) as specified in Subparagraph 14.9 of this Exhibit.

~~5.5 — FRC Case Management Team (FACES and CAPOC):~~

~~5.5.1 — The objectives of FRC CMT services are as follows:~~

~~5.5.1.1~~5.1.1.1 ~~Increase — collaboration — among Contractor — Partner Agencies~~on a weekly basis to effectively coordinate PARTICIPANT services;

~~5.1.1.2~~ Improve~~Encourage~~ family attendance and participation in determining their service needs;

~~5.5.1.2~~5.1.1.3 Increase and facilitate resource linkages;

~~5.5.1.3~~5.1.1.1 ~~Improve individual and family functioning;~~

~~5.1.1.4~~ Improve individual and family functioning;

~~5.5.1.4~~5.1.1.5 Decrease duplication of PARTICIPANT services; and

~~5.5.1.5~~5.1.1.6 Build~~Foster~~ the ~~capacity of communities~~collaboration between the community, service providers, and ~~FRC~~FRCs to address the needs of children and families.

~~5.5.2~~5.1.2 The ~~FRC~~ CMT consists of an integrated multidisciplinary team, comprised of three (3) or more persons, trained and qualified to provide services. The ~~FRC~~ CMT is responsible for identifying the educational, health, or social service needs of a child, and child's family; and for developing a plan to address these multiple needs as identified in Welfare and Institutions Code (~~WIC~~) section 18986.40. Participants of the ~~FRC~~ CMT shall include ~~all Contractor Partner Agencies~~FaCT funded, subcontracted, and ~~Nonnon-FaCT Funded Partner Agency(ies)~~funded agency representatives that would benefit the family. ~~In addition to the participation of the Contractor Partner Agencies, local Miscellaneous Order Number 534.3 specifies that multidisciplinary services team composition include at least two (2) members from the following: Orange County Probation Department, Orange County Health Care Agency, Orange County Department of Education, Regional Center of Orange County, North Orange County Regional Occupational Program, and Orange County Social Services Agency.~~

~~5.5.3~~5.1.3 ~~FACES and CAPOC in coordination with Contractor Partner Agencies,~~CONTRACTOR shall jointly provide ~~FRC~~ CMT services for a minimum of one hundred

(100) unduplicated FAMILIES annually. FRC CMT services include, but are not limited to: identifying the educational, health, or social service needs of a child and child's family; developing a plan to address these multiple needs; weekly reviews; team assessment; arranging and coordinating appropriate services; monitoring effectiveness of services; evaluating the outcome of services; and assigned ~~bilingual~~ clinician/intern, in conjunction with appropriate partners, will utilize clinical skills and knowledge of the community in order to access resources that are best suited to ~~client's~~ PARTICIPANT's needs. FRC CMT services shall include, but are not limited to, the following components:

~~5.5.3.1~~ 5.1.3.1 Assessment: The ~~FRC~~ CMT Clinical Supervisor, based on input from the CMT, shall complete an assessment of PARTICIPANTS' strengths and needs and community resources available to ~~FAMILY~~ PARTICIPANT.

~~5.5.3.2~~ 5.1.3.2 Individualized Individual Treatment Plan: On the basis of the assessment in ~~5.5.3.1, the FRC~~ Subparagraph 5.1.3.1, the CMT shall jointly develop an individualized treatment plan with the ~~FAMILY~~ PARTICIPANT that identifies priorities; desired outcomes; ~~the~~ strategies; and resources to be used in attaining the outcomes; follow up; and termination.

~~5.5.3.3~~ 5.1.3.3 Reassessment: The ~~FRC~~ CMT Clinical Supervisor and CMT shall jointly reassess the ~~family's~~ PARTICIPANT's status, ~~with input from Contractor Partner Agencies, in a~~ weekly clinical review of cases. ~~FRC~~ CMT meetings shall provide weekly evaluations and assessment for PARTICIPANTS.

~~5.5.3.4~~ 5.1.3.4 Termination: The ~~FRC~~ CMT Clinical Supervisor and CMT shall jointly terminate the case from the CMT when the desired outcomes have been attained, the ~~family~~ PARTICIPANT is non-compliant, or the ~~family~~ PARTICIPANT withdraws.

~~5.5.4~~ 5.1.4 FACES and CAPOC in coordination with Contractor Partner Agencies CONTRACTOR shall provide ~~FRC~~ CMT services continuously throughout the term of this Agreement. ~~FRC~~ CMT meetings shall be scheduled a minimum of one (1) day per week for a minimum of one (1) hour in duration. The CMT Clinical Supervisor shall facilitate ~~FRC CMT meetings~~ CMT meetings. CMT meetings shall be held at the FRC or other mutually agreed upon

location, in an appropriate, private, and confidential space.

~~5.5.5.1.5~~ 5.1.5 ~~FACES~~ CONTRACTOR shall complete the CMT Tracking and Outcomes Log ~~as well as the required forms referenced in Subparagraph 4.16 of this Exhibit.~~

5.1.6 ~~FACES~~ CONTRACTOR shall provide qualified ~~FRC~~ CMT Clinical Supervisor staff, as specified in Subparagraph ~~14.10~~ 1.1.1 of this Exhibit.

5.2 Counseling Services

5.2.1 The objectives of Counseling Services are as follows:

5.2.1.1 Increase PARTICIPANT's coping skills;

5.2.1.2 Stabilize immediate crisis;

5.2.1.3 Increase access to social support systems;

5.2.1.4 Facilitate linkages to appropriate and needed treatment programs (e.g., domestic violence, substance abuse, mental health, etc.);

5.2.1.5 Reduce risk of violence, abuse, and/or neglect in the home; and

5.2.1.6 Improve individual and family functioning.

5.2.2 ~~to facilitate~~ CONTRACTOR shall utilize evidence-based practices to provide Crisis, Individual, Family, and Group Counseling Services for a minimum of five hundred (500) sessions annually. A completed session of any modality shall be counted as one (1) session regardless of number of PARTICIPANTS. A session shall be defined as a minimum of fifty (50) minutes in length.

5.2.3 Counseling Services shall be held at the FRC, schools, or other mutually agreed upon community location, in an appropriate, private, and confidential space and be provided to low income, high risk PARTICIPANTS who are not Medi-Cal eligible and who may be experiencing an immediate crisis that is disrupting their level of functioning.

5.2.4 Service Requirements per Modality:

5.2.4.1 Crisis Counseling Services: The duration of Crisis Counseling Services shall consist of a minimum of one (1) session and a maximum of three (3) sessions for each PARTICIPANT. Crisis Counseling Services shall provide a brief term therapeutic approach to include, but not be limited to, assessing the immediate crisis/trauma, helping the

1 PARTICIPANT identify and develop coping strategies, identifying the factors that led to the crisis
2 state, and restoring the PARTICIPANT to their previous level of functioning. CONTRACTOR
3 shall complete a clinical assessment around level of crisis stabilization at the end of service and a
4 transfer to additional counseling modalities may be offered as deemed necessary and clinically
5 indicated.

6 5.2.4.2 Individual Counseling Services: CONTRACTOR shall provide
7 Individual Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20)
8 sessions, for each PARTICIPANT. Individual Counseling sessions shall be offered to
9 PARTICIPANTS on a weekly basis. PARTICIPANTS shall receive counseling services to
10 strengthen their ability to improve individual functioning, explore healthy personal goal(s), and
11 strengthen social-emotional growth. Individual Counseling Service topics shall include, but are
12 not limited to: reducing risk of violence, exploring the cycle of abuse, self-control, parenting
13 issues, victimization, depression, anxiety, social and communication skills, and self-care to cope
14 with stress. Services shall include prevention and intervention, a psychosocial assessment and
15 evaluation of the PARTICIPANT, and development of treatment goal(s) focused on needs and
16 strengths of the PARTICIPANT.

17 5.2.4.3 Family Counseling Services: CONTRACTOR shall provide
18 Family Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20)
19 sessions, for each FAMILY. Family Counseling sessions may be weekly or daily, based on
20 PARTICIPANTS' needs. Family Counseling Services shall include, but not be limited to:
21 assessing PARTICIPANT's needs; providing emotional support; stabilizing immediate crisis;
22 developing goals for PARTICIPANTS; addressing parenting issues, cycle of abuse, and
23 victimization; enhancing family dynamics; and making appropriate linkages to all needed
24 treatment programs and social support systems.

25 5.2.4.4 Group Counseling Services: The duration of Group Counseling
26 Services shall consist of a minimum of four (4) group counseling series at a minimum of ninety
27 (90) minutes each in duration, with a six (6) week session minimum per series. PARTICIPANTS
28 may join at any point in time and will be considered as having successfully completed group

counseling after having attended six (6) sessions. CONTRACTOR shall provide group counseling services in a variety of topics, as appropriate for the PARTICIPANTS, including, but not limited to: Healthy living, social skills building, communication and conflict, parenting, mindfulness, anger management, job seeking and retention skills, drug and alcohol education, relapse prevention skills, and effects of alcohol and other drugs on the system.

~~5.5.6~~ 5.2.5 CONTRACTOR shall provide counseling services during FRC CMT meetings- operating hours. CONTRACTOR may also schedule evening hours at the request of the PARTICIPANTS.

5.2.6 ~~CAPOC~~ CONTRACTOR shall provide qualified Family Support Specialist, bilingual Counselor staff as specified in Subparagraph 14.8 of this Exhibit to assist ~~15.4 of this Exhibit. Counselor staff and/or designee, as approved by ADMINISTRATOR, shall attend all FRC's CMT meetings.~~

5.3 Differential Response

The primary goal of DR Services is to engage a greater number of families in services within the community without further child welfare intervention and, at the same time, reduce the recurrence of child maltreatment.

5.3.1 The objectives of DR Services are as follows:

5.3.1.1 Support the family while in crisis;

5.3.1.2 Collaborate with the COUNTY social worker and the family to devise a plan that identifies resources in an effort to protect the children and preserve the family;

5.3.1.3 Assess the family's needs, stabilize immediate crisis, and increase coping skills and family cohesiveness;

5.3.1.4 Develop a treatment plan to address individual and family needs to be offered for a minimum of thirty (30) days;

5.3.1.5 Provide in-home services, as needed, to address positive parenting skills, discipline, child development, and child health and safety; and

5.3.1.6 Present DR cases at the CMT.

5.3.2 DR services shall focus on a family centered approach to: maintain children

safely in the home; reduce entry into the child welfare system; serve as a support to families while in crisis; assess safety concerns and family's willingness to participate; team home visit; comprehensive family assessment; develop an individualized, needs based, and collaborative service plan; make referrals to community resources as appropriate; create linkage to assistance with service receipt; provide ongoing support; engage in advocacy; provide case management; provide ongoing tracking; follow up with family; provide assistance in accessing community resources; work with DR COUNTY social worker(s) to ensure appropriateness of service plan in meeting goals while protecting children; and refer to CMT, facilitate attendance, and include, at the family's request, extended family, non-family, and community leaders, such as pastors/religious leaders as a long term support for family.

5.3.3 CONTRACTOR shall provide DR Services during FRC ~~CMT-Clinical Supervisor facilitate~~ operating hours. CONTRACTOR may also schedule evening hours at the request of the PARTICIPANTS.

5.4 Family Support Services

Family Support Services shall be provided to families with a minimum of two (2) core service needs. Services are provided through a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet PARTICIPANT needs.

5.4.1 The objectives of Family Support Services are as follows:

5.4.1.1 Support effective coordination of services among service providers;

5.4.1.2 Promote knowledge of, and provide linkages, to resources, services, and opportunities to improve self-sufficiency; and

5.4.1.3 Support families in following through with recommended services.

5.4.2 CONTRACTOR shall provide Family Support Services for a minimum of one hundred (100) unduplicated FAMILIES annually. Family Support Services are those services responsible for assessing the strengths and meeting the multiple needs of a PARTICIPANT and

family; arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families; and linking PARTICIPANTS to resources, services, and opportunities. The Family Support Advocate shall also teach and empower families to access community resources and strengthen problem solving skills.

~~5.5.7~~ 5.4.3 CONTRACTOR shall provide Family Support Services continuously throughout the term of this Agreement during FRC ~~CMT-meetings~~ operating hours or on evenings as required by FAMILIES. CONTRACTOR shall provide Family Support Services for a minimum of thirty (30) days per FAMILY.

5.4.4 CONTRACTOR shall provide Family Support Services in English and Spanish, primarily at the FRC, in family's home, or at other community locations as agreed upon by PARTICIPANT and FRC.

5.4.5 CONTRACTOR shall provide qualified, bilingual Family Support Advocate staff as specified in Subparagraph 15.5 of this Exhibit.

~~5.6.5~~ 5.5 Information and Referral ~~-Services-(2HOC):~~

~~5.6.1~~ 5.5.1 The objective of Information and Referral Services is to increase access to community resources for families in need.

5.5.2 ~~2HOC~~ CONTRACTOR shall provide Information and Referral Services ~~for~~ to a minimum of one thousand three-hundred (1,300) ~~unduplicated~~ PARTICIPANTS annually.

~~Information and Referral~~

~~5.6.2~~ 5.5.3 Services ~~shall include, but are not limited to~~ an assessment of need and referral services ~~to, including, but not limited to, the following:~~ emergency housing, emergency food, ~~family~~ counseling, childcare, substance abuse counseling and treatment, parenting ~~training~~ education, utility assistance, health and mental health treatment, education and job training, legal aid, and youth academic and recreation services. Information and Referral Specialist shall collaborate with other community agencies ~~(e.g., Help Me Grow)~~ by receiving and referring ~~clients~~ PARTICIPANTS.

~~5.6.3~~ 5.5.4 Information and Referral Specialist shall be stationed at the FRC reception area as the first point of contact for walk-in and telephone/email inquiries during FRC

operating hours. Information and Referral ~~Services shall be offered during FRC operating hours~~ Specialist shall follow-up with linked service provider to verify linkages.

5.5.5 ~~2110C~~ CONTRACTOR shall track Information and Referral Services using the FRC Daily Information and Referral Tracking Log to capture number of PARTICIPANTS served, PARTICIPANT zip code, mode of contact (e.g., phone call, walk-in, internet), and service(s) referred.

~~5.6.4~~ 5.5.6 CONTRACTOR shall provide qualified, bilingual Information and Referral Specialist staff as specified in Subparagraph ~~14.12~~ 15.7 of this Exhibit.

~~5.7~~ ~~Out of School Time Youth Program (YMCA):~~

~~5.7.1~~ ~~The objectives of Out of School Time (OST) Youth Program are as follows:~~

~~5.7.1.1~~ ~~Increase social connection amongst peers.~~

~~5.7.1.2~~ ~~Provide a safe place for school-aged children.~~

~~5.7.1.3~~ ~~Increase enrichment opportunities to enhance academic achievement and healthy social behavior.~~

~~5.7.2~~ ~~YMCA shall provide OST Youth Program services for a minimum of forty (40) unduplicated PARTICIPANTS annually. OST Youth Program will provide PARTICIPANTS with a safe and nurturing place during after-school and non-school hours. Activities may include, but are not limited to: recreation, education, healthy development, artistic and cultural enrichment, and leadership development.~~

~~5.7.3~~ ~~YMCA shall provide OST Youth Program services Monday through Friday 2:00 p.m. to 5:00 p.m. on school days and Monday through Friday 1:00 p.m. to 4:00 p.m. during summer session.~~

~~5.7.4~~ ~~YMCA shall provide qualified OST Youth Program Leader staff as specified in Subparagraph 14.15 of this Exhibit.~~

///

~~5.8~~ 5.6 Parenting Education ~~(FACES):~~

~~5.8.1~~ 5.6.1 The objectives for Parent Education are as follows:

~~5.8.1.1~~5.6.1.1 ~~Increase~~Provide social support.;

~~5.8.1.2~~5.6.1.2 Enhance coping skills.;

~~5.8.1.3~~5.6.1.3 Improve knowledge of child development.;

~~5.8.1.4~~5.6.1.4 Improve knowledge of appropriate and effective discipline.

~~5.8.2~~5.6.2 ~~FACES~~CONTRACTOR shall provide ~~Parenting Education services for a minimum of sixty (60) unduplicated PARTICIPANTS annually. FACES shall utilize only an evidence-based or evidence-informed Parenting Education parenting curriculum as listed on the California Evidence Based Clearinghouse website (CEBC4CW.org).~~ Elements of an effective parenting education program shall ~~focus on~~ improve parenting skills and family functioning by teaching parents/caregivers about child development (e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g., communication and stress management). As applicable, parenting education emphasis shall be placed on the prevention of recurrence of ~~child abuse~~maltreatment and/or shall address attachment, bonding, and traumatic loss issues.

~~5.6.3~~ ~~Parenting Education series~~CONTRACTOR shall ~~be~~provide Parenting Education services for a minimum of ~~six (6) weeks in duration and~~forty (40) unduplicated PARTICIPANTS annually.

~~5.6.4~~ CONTRACTOR shall ~~be offered continuously with~~provide a minimum of four (4) Parenting Education series annually. Frequency and length of each parenting series will be based on selected evidence-based curriculum.

~~5.8.3~~5.6.5 Parenting Education services shall be provided continuously during the term of this Agreement. ~~Each Parenting Education session shall be a minimum of one (1) hour in duration. Parenting Education services shall be provided during operating FRC hours or at dates and times convenient for PARTICIPANTS throughout.~~ Services shall be offered at the term of this Agreement FACES shall offer Parenting Education services at additional times based on PARTICIPANT availability FRC, schools, and other community locations as needed and approved by ADMINISTRATOR. A minimum of one (1) class shall be offered at the FRC annually.

~~5.8.4~~5.6.6 ~~FACES~~CONTRACTOR shall ensure completion of required

paperwork when providing parenting education to PARTICIPANTS receiving child welfare services, including, but not limited to, verification of attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY ~~Social Workers~~ social workers.

~~5.8.5 — FACES shall provide qualified, bilingual Parenting Educator staff as specified in Subparagraph 14.16 of this Exhibit.~~

5.6.7 CONTRACTOR shall provide parenting education in English and Spanish.

5.6.8 CONTRACTOR shall provide parenting instructors that are trained and certified to provide the selected evidence-based curriculum.

~~5.9.5.7~~ Personal Empowerment Program (Certified Domestic ~~violence~~ Violence Prevention and Treatment Education Program) — ~~General and TLFR Participants (WTLC):~~

~~5.9.1.5.7.1~~ The objectives of Personal Empowerment Program (PEP) are as follows:

~~5.9.1.1.5.7.1.1~~ Increase victim's Raise awareness of the ~~threat~~ various types of domestic violence and its short ~~and~~ and long term effects.;

~~5.9.1.2.5.7.1.2~~ Develop or enhance safety plan for domestic violence victims.;

~~5.9.1.3.5.7.1.3~~ Increase victim's understanding of the effects domestic violence has on children.; and

~~5.9.1.4 — Increase victim's awareness on the various types of abuse.~~

~~5.9.1.5.5.7.1.4~~ Promote safety and permanency in homes and communities through prevention efforts aimed at child abuse and domestic violence.

5.7.2 CONTRACTOR shall provide PEP services to a minimum of fifty-five (55) unduplicated PARTICIPANTS annually.

~~5.9.2.5.7.3~~ PEP services shall be ~~comprised of a~~ an evidence-based ten (10) week educational support program designed to help victims break the cycle of domestic violence through education on the dynamics of domestic violence, ~~effect~~ effects of violence on victims and their children, and to help victims protect children who live in domestic violence homes. Topics

shall include, but not be limited to: safety planning, boundaries, anger management, legal aspects of domestic violence, working through denial, and maintaining healthy relationships. ~~Services shall target the general community as well as COUNTY's TLFR population.~~

~~5.9.3~~ ~~WTLC~~ CONTRACTOR shall provide PEP services ~~to a minimum of fifty (50) unduplicated PARTICIPANTS annually.~~

~~5.7.4~~ ~~PEP series shall be a minimum of ten (10) weeks in duration and shall be offered~~ continuously during the term of this Agreement. ~~Each~~

~~5.7.5~~ During the entire term of this agreement, PEP providers must be approved by the PEP ~~class shall be a minimum of two (2) hours in duration.~~ WTLC shall provide Program Collaborative of Orange County.

~~5.9.4~~ ~~5.7.6~~ CONTRACTOR shall offer PEP services ~~during at the~~ FRC ~~operating hours or~~ and other community locations at dates and times convenient for PARTICIPANTS and as approved by ADMINISTRATOR. CONTRACTOR may refer PARTICIPANTS to attend PEP services at any facilitated location that fits their language preference and schedule availability.

~~5.7.7~~ ~~When~~ PEP instructors shall administer the FaCT-approved pre/post measurement tools and enter the results into the FaCT database.

~~5.9.5~~ ~~5.7.8~~ CONTRACTOR shall ensure completion of required paperwork when providing PEP to PARTICIPANTS receiving child welfare services ~~to COUNTY's TLFR population, WTLC shall also be required to include, including,~~ but not be limited to, verification of attendance, issuance of certificates of completion, and verbal and/or written reports to ~~County Social~~ COUNTY social workers.

~~5.9.6~~ ~~WTLC shall provide qualified, bilingual PEP Instructor staff as specified in Subparagraph 14.17 of this Exhibit. During the entire term of this Agreement, PEP providers must be approved by the PEP Program Collaborative of Orange County.~~

~~5.10~~ Time Limited Family Reunification Family Fun Activities (CAPOC):

~~5.10.1~~ The objectives of TLFR Family Fun Activities are as follows:

~~5.10.1.1~~ Increase parent-child bonding.

~~5.10.1.2 — Provide a safe and enriching, interactive environment for TLFR families.~~

~~5.10.2 — In addition, to PARTICIPANTS referenced in Paragraph 1, TLFR Family Fun Activities may also include: children that are removed from their home and placed in a foster family home or a childcare institution, and parents or primary caregiver of such a child, in order to facilitate the reunification of the child, safely and appropriately.~~

~~5.10.3 — CAPOC shall provide TLFR Family Fun Activities services for a minimum of fifteen (15) unduplicated PARTICIPANTS annually. TLFR Family Fun Activities shall include supervised and organized activities and events for children of parents and/or caregivers in the reunification process. Activities can include arts and cultural enrichment, education, and recreation to promote healthy parent-child bonding, quality time, and communication. In the event a parent is participating in monitored/supervised visitation while simultaneously participating in a Family Fun Activity, the SSA approved monitor or supervised visitation specialist must be present during the entire length of the Family Fun Activity.~~

~~5.10.4 — CAPOC shall provide a minimum of six (6) TLFR Family Fun Activities (events) annually. Activities may include, but are not limited to: Arts and Crafts (Back to School, Mother's Day, Father's Day), Movie Night, Reading (Read for the Record Pajama Party), Training (Talking to Your Kids, Talking to Your Parents), and Sports. Events shall occur during evening or weekend hours.~~

~~5.10.5 — CAPOC's TLFR Family Fun Activities services shall address only the following PSSF category: TLFR.~~

~~5.10.6 — CAPOC shall provide qualified TLFR Family Fun Activities Leader staff (e.g., FRC Coordinator) as specified in Subparagraph 14.20 of this Exhibit.~~

6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

In addition to providing the services described in Paragraph 55 of this Exhibit ~~A~~, CONTRACTOR agrees to:

6.1 Provide a minimum of three (3) non-FaCT funded onsite services throughout the term of this Agreement.

1 ~~6.16.2~~ Provide ADMINISTRATOR a bi-annual detailed marketing plan for each
 2 contracted service, and revise, if necessary, as requested by ADMINISTRATOR.

3 ~~6.26.3~~ Actively engage the community, including local residents, faith-based groups,
 4 businesses, public and private organizations, civic groups, and others in the planning and
 5 implementation of services that promote the well-being, safety, and permanency of children,
 6 families, and communities.

7 ~~6.2.1 — Develop and maintain a Governance Structure document outlining~~
 8 ~~resource sharing, accountability, decision-making strategies, and a conflict resolution plan. The~~
 9 ~~Governance Structure shall include, but not be limited to, the addition and/or deletion of any~~
 10 ~~Contractor Partner Agencies, change of designated lead agent, ongoing community input and~~
 11 ~~involvement, principles of collaboration, and voting quorum (including what constitutes a~~
 12 ~~quorum).~~

13 ~~6.36.4 Develop a Community Engagement Advisory Committee (CEAC)~~ Develop a
 14 CEAC that shall meet a minimum of quarterly during the term of this Agreement. CEAC shall
 15 develop and advance a community agenda to affect community level change. The FRC will
 16 maintain a roster and a copy of minutes for all CEAC meetings. The composition of
 17 CONTRACTOR's CEAC shall vary, depending on the specific goals of, and the services to be
 18 provided by the FRC. CEAC shall consist of community members, such as parents, youths,
 19 teachers, school community liaisons, businesses professionals, religious community leaders, law
 20 enforcement, human and health service professionals, and city representatives. On an annual basis,
 21 CEAC shall assess, survey, and identify community strengths and needs to advocate for FRC
 22 services to meet community ~~needs~~ need; develop parent and youth leadership; and engage business
 23 community to provide tangible support and leadership. CEAC shall enlist broad community
 24 support and advocacy for the FRC by fundraising for the FRC and hosting events. A minimum of
 25 ~~one thousand~~ five hundred dollars (~~\$1,000~~ 500) shall be allocated to the CEAC within the FRC
 26 budget for the purposes of its members to use for planning events, and other activities as deemed
 27 necessary by the CEAC committee. ~~CAPOC~~ CONTRACTOR shall provide a qualified
 28 Community Engagement ~~Volunteer~~ Coordinator staff as specified in Subparagraph ~~14.6~~ 15.3 of

1 this Exhibit.

2 ~~6.3.1.1 CAPOC shall provide a minimum of eight (8)~~
3 ~~classes/training to a minimum of seventy-five (75) unduplicated CEAC PARTICIPANTS annually~~
4 ~~throughout the term of this Agreement. Topics shall include, but are not limited to: power analysis~~
5 ~~on decision making in local government and how to approach local government for help/support,~~
6 ~~the social/ecological model for building healthy communities, community safety and conflict~~
7 ~~resolution, and other civic engagement tools to empower the community and solve problems.~~

8 ~~6.4.6.5~~ Follow procedures provided by ~~Administrator~~ ADMINISTRATOR for reporting
9 any special incidents that occur during CONTRACTOR's performance of duties under this
10 Agreement, involving CONTRACTOR's staff, ~~PARTICIPANTS~~ PARTICIPANTS, and/or
11 property.

12 ~~6.5.6.6 CAPOC~~ CONTRACTOR shall provide ~~a minimum of one hundred and eighty-one~~
13 ~~(181) hours annually to~~ child care services at the FRC to children of parents attending FRC
14 programs during FRC operating hours, continuously throughout the term of this Agreement, at
15 dates and times convenient for PARTICIPANTS. Allowable costs include direct childcare
16 services and purchases of cleaning supplies, snacks directly related to childcare services, activities,
17 age appropriate toys, crafts, and games. Childcare services shall be reimbursed based on actual
18 hours worked. ~~CAPOC shall provide qualified Childcare Worker staff as specified in~~
19 ~~Subparagraph 14.4 of this Exhibit~~ CONTRACTOR shall provide Childcare staff that are at least
20 eighteen (18) years of age; possess a high school diploma or equivalent; have one (1) year of
21 childcare experience; possession of, or ability to obtain a valid Pediatric CPR and First Aid
22 Certification prior to providing childcare duties; and ability to deal with stressful situations.

23 ~~6.6 CONTRACTOR shall use Emergency Assistance Funds to meet the basic needs of~~
24 ~~FRC clients in support of services as described herein. Allowable costs include emergency food,~~
25 ~~emergency clothing, diapers, medicine, bus tickets to access services, safety items, one-time rent~~
26 ~~payment assistance, and one-time utility payment assistance. Other allowable costs are to be~~
27 ~~approved in advance and in writing by ADMINISTRATOR. All purchases from FRC Emergency~~
28 ~~Assistance Funds in excess of one hundred (\$100) dollars per client shall be requested in advance~~

~~and in writing for approval by ADMINISTRATOR. CONTRACTOR shall research available community resource options prior to approving expenditures.~~

7. FACILITIES

7.1 El Modena FRC is located at:

18672 ~~E. East~~ Center ~~Street~~ Avenue

Orange, CA 92869

7.2 Administrative services under this Agreement shall be provided at El Modena FRC and:

Community Action Partnership of Orange County

11870 Monarch Street

Garden Grove, CA 92841

CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing ~~the~~ COUNTY's maximum obligation, referenced in Subparagraph ~~20.1-21.1~~ of this Agreement.

8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

8.1 ~~CONTRACTOR shall electronically track the type and amount of services provided to each PARTICIPANT by Contractor Partner Agencies and a minimum of two (2) required Non-FaCT Funded Partner Agencies. The FRC Designated Lead Agency~~ CONTRACTOR shall maintain data that includes the types and amounts of services provided to each PARTICIPANT, assessment data, and key demographic items, including, but not limited to: family identifier, family member identifier, ethnicity, date of birth, sex, referral reason(s), services recommended, services provided, date service delivery begins, date service delivery ends, status indicators [e.g., previous abuse reports, existing health problems], and primary language spoken as determined by ADMINISTRATOR.

8.2 CONTRACTOR shall be responsible for the integrity of all data. This includes ensuring all required PARTICIPANT and service data is entered and maintained in the FaCT database. Data for services incurred in the preceding month shall be available for review prior to the date of the regularly scheduled monthly steering committee meeting, or as requested by ADMINISTRATOR. Data includes monthly service grids, quarterly assessment reports, and other

reports as required by ADMINISTRATOR.

~~8.2.3~~ FaCT utilizes a model developed by the Center for the Study of Social Policy called “Strengthening Families” to frame outcomes and evaluation data. This model, which has been identified as preventing child abuse and neglect identifies the following five (5) protective factors:

~~8.2.1~~ 8.3.1 Provide concrete support in times of need;

~~8.2.2~~ 8.3.2 Increase parental resilience;

~~8.2.3~~ 8.3.3 Increase knowledge of parenting and child development;

~~8.2.4~~ 8.3.4 Support the social and emotional competence of children; and

~~8.2.5~~ 8.3.5 Build parents’ social connections.

~~8.3.4~~ Services provided at the FRC fall under one (1) or more of the protective factors. FaCT core services have their own measurement tool that shall be administered and used to collect data and entered into the FaCT database. The current FaCT database system is a ~~Web~~web-based ~~client~~PARTICIPANTS management system, managed by FaCT and its administrative contractor, which provides contractual and outcome based reporting for each FRC. FRCs shall work closely with ADMINISTRATOR to maximize utility and adhere to confidentiality within the data system. FaCT shall provide technical assistance and training to the FRCs to ensure strong data collection and outcome reporting.

~~8.4.5~~ ~~FRC direct services staff (e.g., Information and Resource Specialist, Family Support Specialist, etc.) shall~~ Direct service staff shall be responsible for entering ~~client~~PARTICIPANT service and outcome data for FaCT funded ~~and a minimum of two (2) required non-FaCT funded~~ services into the FaCT ~~data system~~database. These include, but are not limited to, the following:

~~8.4.1~~ 8.5.1 ~~FRC-CMT Clinical Supervisor~~Facilitator shall administer, collect, and enter the ~~FRC-CMT~~ tracking and assessment tool;

~~8.4.2~~ 8.5.2 Family Support ~~Specialist~~Advocate shall administer, collect, and enter the Family Development Matrix Tool(s);

~~8.4.3~~ 8.5.3 Parenting Educator shall administer, collect, and enter the Parenting Education Survey; and

~~8.4.4~~ ~~OST Leader~~ Direct service provider shall administer, collect, and enter FaCT Measurement tools; and,

~~8.4.5~~ ~~8.5.4~~ ~~Direct service staff shall enter specific data collection information and complete standardized assessment forms, FaCT~~ the Registration Form, ~~attendance sheets, and other documents required by ADMINISTRATOR.~~

~~8.5~~ 8.6 In addition to the FaCT Registration form and/or FaCT Large Group Tracking form, the following assessment tool(s) required for each core service ~~includes~~ include:

<u>Core Service</u>	<u>Required Assessment Tool(s)</u>
FRC & DR CMT	FRC & DR CMT Tracking & Outcomes Log
Information & Referral Services	Information & Referral Tracking Log
Family Support Services	Family Development Matrix
Counseling Services	Protective Factors Counseling Survey
Parenting Education	Protective Factors Parenting Survey
Personal Empowerment Program	PEP Pre/Post Test
Out-of-School Time Youth Program	To be determined (TBD)
TLFR Family Fun Activities	TBD
Foster & Adoptive Parent Recruitment	Large Group Tracking Log

~~8.6~~ 8.7 The FRC Coordinator is responsible for ensuring data integrity and accurate data collection. FRC Coordinator shall also ensure that the data is entered correctly into the FaCT data system and within timelines required by ADMINISTRATOR. ~~Contractor—Partner Agencies~~ Service providers are responsible for their own staff data collection, ensuring data integrity, and accurate submission to the FRC Coordinator.

~~8.7~~ 8.8 FRCs can administer COUNTY-approved measurement tools (e.g., tracking logs, pre/post-tests, satisfaction surveys, etc.) to collect data on other services. ADMINISTRATOR shall provide CONTRACTOR a minimum of ten (10) business day notice in the event a measurement tool is changed.

~~8.8~~ 8.9 The COUNTY measurement tools, referenced in Subparagraph ~~8.44.16~~ of this Exhibit, are subject to change based on program and evaluation needs as defined by ADMINISTRATOR.

///

9. REPORTS

CONTRACTOR shall prepare and submit written reports in a format approved in writing by ADMINISTRATOR. Written reports include the Quarterly Assessment Report and the Monthly Service Grid.

9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the twentieth (20th) day of each month for the preceding month of services. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph 3.23.2 of this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day ~~to~~ ~~ADMINISTRATOR.~~

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

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

10. GOALS AND OUTCOME OBJECTIVES

10.1 A minimum of ninety percent (90%) of counseling PARTICIPANTS will complete a pre and post-test.

10.2 Family Support Advocate shall make efforts to contact one hundred percent (100%) of PARTICIPANTS referred to CMT a minimum of three (3) business days prior to their scheduled CMT to encourage attendance.

10.3 A minimum of ninety percent (90%) of participants receiving services at the FRC will complete a FaCT FRC Satisfaction Survey.

~~10.11.~~ UTILIZATION REVIEW

~~10.11.1~~ CONTRACTOR and ~~ADMINISTRATOR~~ ~~shall meet upon~~ ADMINISTRATOR's ~~request~~ designee shall meet at ~~CONTRACTOR's facility identified in Paragraph 7 of this Exhibit~~ At least semi-annually to review and evaluate a random selection of ~~PARTICIPANT~~ family case records. The review ~~shall~~ may include, but is not limited to, an evaluation of the necessity, and appropriateness, ~~and length~~ of services provided. ~~PARTICIPANT~~

and length of services. FAMILY cases to be reviewed shall be randomly selected by ~~COUNTY~~ADMINISTRATOR and may include both open and closed cases.

11.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S facility referenced in Paragraph 7 of this Exhibit, with date and time determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

~~10.2~~11.3 In the event CONTRACTOR~~—and—ADMINISTRATOR~~, ADMINISTRATOR and COUNTY's Children and Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity, and appropriateness, of services and length of services~~—provided~~, the dispute shall be submitted to COUNTY's Director of Children and Family Services for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Agreement.

~~11.12.~~12. SUSTAINABILITY

~~11.1~~12.1 CONTRACTOR agrees to demonstrate, throughout the term of this Agreement, the ability to integrate multiple public, private, and collaborative partner funding sources.

~~11.2~~12.2 CONTRACTOR must provide ~~measureable~~measurable goals that demonstrate resource leveraging and in-kind partnerships and/or grants based on service gaps and identified needs, specific to the community.

~~11.3~~12.3 CONTRACTOR agrees to work with ADMINISTRATOR in order to pursue long-term sustainability of CONTRACTOR's FaCT collaborative programs. This includes, but is not limited to, participation in the following:

~~11.3.1~~12.3.1 Assessment of long-term need for and reasonableness of FaCT collaborative programs;

~~11.3.2~~12.3.2 Training programs developed by or for FaCT;

~~11.3.3~~12.3.3 Outreach activities initiated by FaCT staff or FaCT committees, as

mutually agreed by CONTRACTOR and ADMINISTRATOR;

~~11.3.4~~12.3.4 Research of other public/private funding sources and opportunities;

~~11.3.5~~12.3.5 Pursuit of linkages with other partners, as appropriate; and

~~11.3.6~~12.3.6 Development of marketing and community education materials as

mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

~~11.4~~12.4 CONTRACTOR agrees to cooperate in these efforts, as well as independently pursue opportunities to improve sustainability of their collaborative program. Independent activities may include activities identified above as well as grant writing and engaging in collaborative agreements with other integrated service initiatives.

~~12.13.~~12.13. MEETINGS AND TRAININGS:

~~12.1~~13.1 CONTRACTOR shall ensure the FRC Coordinator participates in meetings of all FaCT FRC Coordinators for the purpose of information sharing, joint problem solving, identification of Best Practices, development of common approaches to case management and intake, training, and other related matters. Meetings will occur a minimum of one (1) time per month. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding meeting date(s) and location(s).

~~12.2~~13.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates in all required trainings and/or meetings as identified by ADMINISTRATOR. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding training/meeting date(s) and location(s).

~~12.3~~13.3 Trainings eligible for reimbursement through this Agreement must be approved in advance, in writing, by ADMINISTRATOR.

~~12.4~~13.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings presented or sponsored by COUNTY.

~~13.14.~~13.14. BUDGET

~~13.1~~14.1 For ~~each of the five (5)~~three (3) COUNTY fiscal years (July 1 through June 30) included during the term of this Agreement, the maximum ~~annual~~ budget for services provided pursuant to Exhibit A of this Agreement shall not exceed \$~~300~~900,000.

14.2 ~~The~~In the event ADMINISTRATOR ~~and CONTRACTOR may agree, subject to~~
~~advance written notice, to add, delete, modify, line item and/or amounts, and/or the number and~~
~~type of FTE positions, specified in~~reduces the ~~annual budget included in Subparagraph 13.11,~~
~~without reducing the level of services to be provided or exceeding COUNTY's maximum~~
obligation as stated in Subparagraph ~~20.121.1~~ of this Agreement, CONTRACTOR and
ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as
set forth in this Exhibit.

14.3 The budget specified in Subparagraph 14.4 below shall be for the period of July 1,
2020, through June 30, 2023. Each period shall be defined as follows:

14.3.1 Year One shall be for the period of July 1, 2020, through June 30, 2021.

14.3.2 Year Two shall be for the period of July 1, 2021, through June 30, 2022.

14.3.3 Year Three shall be for the period of July 1, 2022, through June 30, 2023.

14.4 The budget for services provided pursuant to Exhibit A of this Agreement is set
forth as follows:

<u>FRC Services</u>	<u>YEAR ONE</u>	<u>YEAR TWO</u>	<u>YEAR THREE</u>
<u>Direct Service Costs ⁽¹⁾</u>	<u>\$ 280,796</u>	<u>\$ 280,796</u>	<u>\$ 280,796</u>
<u>Indirect Costs ⁽²⁾</u>	<u>\$ 19,204</u>	<u>\$ 19,204</u>	<u>\$ 19,204</u>
<u>TOTAL MAXIMUM OBLIGATION:</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>

⁽¹⁾Direct Service Costs are costs that are incurred and specifically allocable to the provision
of services identified in this Agreement. Employee Benefits include contributions to 401k or
retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance;
payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers'
Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time
payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year
in which the expense is claimed, minus the actual vacation time used by the employee during said
fiscal year.

⁽²⁾Indirect Costs are costs that are incurred for an organization's common objectives and
that cannot be readily identified with a particular final cost objective.

~~13.2~~14.5 For the purpose of meeting specific program needs, CONTRACTOR may

request to reallocate funds between budgeted line items by utilizing a Budget Modification Request form provided by ADMINISTRATOR, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance written approval from ADMINISTRATOR for any Budget Modification Request prior to implementation. Failure to obtain advance written notice approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

14.6 In the event CONTRACTOR identifies savings within their budget, CONTRACTOR shall prioritize and utilize funding to meet the service requirements identified in Paragraph 5 of this Exhibit before adding new services and/or programming.

~~13.3~~14.7 In the event the budget shown in Subparagraph ~~13.11~~14.4 of this Exhibit is modified, the modified budget shall remain in effect for the remainder of the ~~contract term~~fiscal year, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on ~~March~~August 15, ~~2016~~2020, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. ~~The annual budget beginning on July 1st of each fiscal year shall be identical to the most recently modified annual budget. Under no circumstances shall funds unspent in one fiscal year carry over to another fiscal year.~~

~~13.4 — It is anticipated multiple budget modifications will occur during the term of this Agreement. When appropriate, CONTRACTOR will delay submitting a Budget Modification Request until multiple changes can be incorporated into a single Budget Modification Request versus submitting several Budget Modification Requests that include a single line item change.~~

~~13.5 — For purposes of this Agreement, Direct Services Expense is defined as an non-administrative expense required to provide goods or services for the direct benefit of PARTICIPANTS. Examples include, but are not limited to: parent education handbooks, chore charts, art materials, water and snacks for PARTICIPANT consumption, incentives for clients to attend events, etc.~~

~~13.6 — For purposes of this Agreement, Program Expense is defined as an administrative~~

~~expense required for overall service delivery rather than an expense benefitting an individual PARTICIPANT. Examples include, but are not limited to: marketing materials, display boards, educational DVDs and video equipment to broadcast, parent education curriculums, educational books/reference material to be used by CONTRACTOR's staff, furniture, volunteer staff recognition events, etc. Program Expense is administrative in nature.~~

~~13.7— Budget Modification Requests will be considered for approval when such requests are to reallocate funds within a similar category such as reallocating unused funds from a direct service salary position to a new direct participant service (i.e., Life Skills Workshop) or reallocating unused Office Supply funds to increase an Insurance line item. Funds may not shift from a direct service line item to an administrative line item.~~

~~13.7.1— Consideration for an exception to the provision described in Subparagraph 13.8 will be considered on a case-by-case basis and shall be approved at the sole discretion of COUNTY.~~

~~13.8— In the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit.~~

~~13.9— To ensure a meaningful collaboration among Contractor Partner Agencies and decision-making, no single Contractor shall have more than fifty one percent (51%) of the total collaborative FRC budget. Exception to the fifty one percent (51%) maximum may include:~~

~~13.9.1— The CONTRACTOR is a governmental and/or public agency, and/or single partner is providing more than fifty one percent (51%) of the total collaborative services.~~

~~13.9.2— Any CONTRACTOR receiving more than fifty one percent (51%) of the total FRC collaborative budget must provide a proportional share of the total FRC collaborative services.~~

~~///~~

~~13.10— The annual budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:~~

LINE ITEMSSALARIESFTE⁽¹⁾Maximum
Hourly
Rate⁽²⁾BudgetCommunity Action Partnership of Orange County
(CAPOC)⁽⁶⁾

Accountant

0.15

\$26.92

\$8,000

Childcare Worker (Svc. 6.2)

181 hours

11.02

1,900

Community Engagement Volunteer Coordinator Sves.
5.4, 6.1.4)

0.75

16.80

24,960

Family Support Specialist (Sves. 5.3, 5.4, 5.5)

1.00

27.56

54,600

FRC Coordinator (Sves. 5.4, 5.10)

0.40

29.40

23,296

—SUBTOTAL CAPOC SALARIES:

\$112,756

CAPOC Benefits (31.18%)⁽³⁾⁽⁴⁾35,157—SUBTOTAL CAPOC SALARIES AND
BENEFITS:

\$147,913

F.A.C.E.S Inc. (FACES)⁽⁶⁾

Accountant

0.10

\$20.00

\$4,160

Clinical Supervisor (Svc. 5.1)

0.05

36.50

3,640

Counselor (Svc. 5.2)

1.00

23.50

42,240

FRC CMT Clinical Supervisor (Svc. 5.5)

0.05

29.50

2,912

Parenting Educator (Svc. 5.8)

0.10

20.50

3,848

—SUBTOTAL FACES SALARIES:

\$56,800

FACES Benefits (13.27%)⁽³⁾7,540—SUBTOTAL FACES SALARIES AND
BENEFITS:

\$64,340

People for Irvine Community Health DBA 211OC
Orange County (211OC)⁽⁶⁾

Information and Referral Specialist (Svc. 5.6)

1.00

14.63

\$30,430

211OC Benefits (15%)⁽³⁾⁽⁵⁾4,568

—SUBTOTAL 211OC SALARIES AND BENEFITS:

\$34,998

Women's Transitional Living Center, INC.(WTLC)⁽⁶⁾

Community Education Supervisor

0.05

\$22.00

\$2,112

PEP Instructor/Community Education Advocate (Svc.
5.9)

0.20

16.00

6,144

—SUBTOTAL WTLC SALARIES:

\$8,256

WTLC Benefits (21.58%)(3)(5)			<u>1,782</u>
—SUBTOTAL WTLC SALARIES AND BENEFITS:			<u>\$10,038</u>
YMCA of Orange (YMCA)(6)			
OST Youth Program Leader (Svc. 5.7)	0.40	\$13.00	\$8,320
Program Director	0.10	29.00	3,917
YMCA Lead Leader	0.53	15.00	<u>14,742</u>
—SUBTOTAL YMCA SALARIES:			<u>\$26,979</u>
YMCA Benefits (15.43%)(3)(5)			<u>4,163</u>
—SUBTOTAL YMCA SALARIES AND BENEFITS			<u>\$31,142</u>
PARTICIPANT RELATED SERVICES AND EXPENSE			
CAPOC CEAC			<u>\$1,000</u>
CAPOC Direct Services Expense			<u>500</u>
YMCA Direct Service Expense			<u>1,770</u>
YMCA Summer Program Expense			<u>800</u>
—SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES			<u>\$4,070</u>
ADMINISTRATIVE SERVICES AND SUPPLIES(6)			
CAPOC Program Expense			<u>\$516</u>
FACES Program Expense			<u>1,000</u>
—SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:			<u>\$1,516</u>
OPERATING EXPENSES(6)			
CAPOC Mileage(7)			<u>\$500</u>
YMCA Insurance			<u>1,000</u>
YMCA Staff Training			<u>500</u>
YMCA Telephone/Internet			<u>420</u>
—SUBTOTAL OPERATING EXPENSES			<u>\$2,420</u>
INDIRECT COSTS(6)			
YMCA Indirect Costs			<u>\$3,563</u>
SUBTOTAL INDIRECT COSTS:			<u>\$3,563</u>
SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:			<u>\$300,000</u>
—MAXIMUM COUNTY OBLIGATION			<u>\$300,000</u>

15. STAFF

CONTRACTOR shall provide the following described staff positions continuously throughout the term of the Agreement:

<u>Position</u> <u>FRC Services</u>	<u>FTE ⁽¹⁾</u>	<u>Maximum</u> <u>Hourly Rate ⁽²⁾</u>
<u>CMT Clinical Supervisor</u>	<u>0.10</u>	<u>\$27.00</u>
<u>Community Engagement Coordinator</u>	<u>1.00</u>	<u>\$20.26</u>
<u>Counselor</u>	<u>1.00</u>	<u>\$24.00</u>
<u>Family Support Advocate</u>	<u>1.00</u>	<u>\$20.46</u>
<u>FRC Coordinator</u>	<u>1.00</u>	<u>\$33.48</u>
<u>Information and Referral Specialist</u>	<u>1.00</u>	<u>\$19.00</u>

⁽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 hourly rate.

~~⁽³⁾ Employee Benefits may include contributions to 401k or retirement plans; health insurance; dental insurance; life, vision insurance; long term/short term disability insurance; life and disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, and vacation/sick time accrual as specified in footnotes four (4) and/or five (5) below. CAPOC's overall benefit rate shall not exceed thirty-two percent (32%) of actual salary expense claimed. FACES' overall benefit rate shall not exceed fourteen percent (14%) of actual salary expense claimed. YMCA's overall benefit rate shall not exceed sixteen percent (16%) of actual salary expense claimed. WTLC's overall benefit rate shall not exceed twenty-two percent (22%) of actual salary expense claimed. 211OC's overall benefit rate shall not exceed fifteen percent (15%) of actual salary expense claimed.~~

~~⁽⁴⁾ The Salary and Benefit Worksheet submitted as part of the monthly invoice packet will include an amount contributed to CONTRACTOR's liability account established specifically for~~

the purpose of funding vacation/sick time accrual payouts. Actual vacation/sick time expenditures will be paid from the aforementioned liability account and will not be claimed through this Agreement.

⁽⁵⁾ ~~An actual expenditure for a vacation/sick time accrual payment, paid to an employee upon separation in accordance with CONTRACTOR's established policy, will be included as an itemized amount on the Salary and Benefit Worksheet submitted as part of CONTRACTOR's monthly invoice packet. The amount eligible for reimbursement shall be limited to the amount of vacation/sick time earned by the employee during the COUNTY fiscal year in which the claim is made, minus any vacation/sick time the employee used during the same fiscal year. For example, if an employee separates on February 15, 2016, the vacation/sick time accrual amount eligible for reimbursement through the Agreement shall be based upon the period of July 1, 2015 through February 15, 2016 only.~~

⁽⁶⁾ ~~Administrative costs are defined as those costs not solely related to direct services to clients, supervision, and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs.~~

⁽⁷⁾ ~~Mileage is limited to the amount allowed by Internal Revenue Service.~~

~~14.1. STAFF~~

~~14.1.1~~ 15.1 Recruitment Practices:

~~14.1.1~~ 15.1.1 ~~CONTRACTOR~~ CONTRACTOR shall use a formal recruitment plan, which complies with ~~Federal~~ federal and State employment and labor regulations. CONTRACTOR shall hire staff with the education, language skills, and experience necessary to appropriately perform all functions as described in this Agreement.

15.1.2 CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during the term of this Agreement. For resignations, CONTRACTOR's notification shall include employee's name, position title, date of resignation, a description of planned recruitment activities, and the CONTRACTOR's contingency plan to cover services during the vacancy. For new hires,

CONTRACTOR's notification shall include candidate's resume or application, position title, and date of hire.

~~14.1.2~~15.1.3 The number of direct service bilingual staff ~~shall~~proposed should include how staffing will meet the needs of the community to be served.

~~14.1.3~~15.1.4 CONTRACTOR may be required to submit employer's bilingual certification criteria and/or test results to ADMINISTRATOR.

~~14.1.4~~ — ~~CONTRACTOR shall specify the FTE percentage for each service for staff that provides more than one service. The combined FTE for any individual staff may not exceed a 1.0 maximum.~~

~~##~~

~~##~~

CONTRACTOR shall provide the following described staff positions:

~~14.2~~ — Accountant (CAPOC):

~~14.2.11.1.1~~ — ~~Duties: Preparing monthly invoices and timely billing using information and documentation provided by Partner Agencies and maintaining FaCT records and reports.~~CMT

~~14.2.2~~ — ~~Qualifications: Bachelor's degree in accounting, business, finance, or related field from an accredited university, and a minimum of three (3) years of experience as an accountant preparing government invoices and billing requests. Proficiency in English is required.~~

~~14.3~~ — Accountant (FACES):

~~14.3.1~~ — ~~Duties: Responsible for personnel files, collecting monthly timesheets, and ensuring accurate and timely billing to ADMINISTRATOR.~~

~~14.3.2~~ — ~~Qualifications: Bachelor's degree preferred in accounting from an accredited university and a minimum of one (1) year of experience working with contracts, grants and in a collaborative setting. Proficiency in English is required.~~

~~14.4~~ — Childcare Worker (CAPOC):

~~14.4.1~~ — ~~Duties: Provide childcare activities at the FRC to children of PARTICIPANTS attending FRC services, communicate with FRC Coordinator and agency~~

supervisor, attend all required meetings and trainings, and complete required documents.

~~14.4.2 — Qualifications: High school diploma or equivalent and one (1) year of childcare experience, including working with infants, ability to deal with stressful situations, and be creative and energetic. Proficiency in English required and bilingual in Spanish is preferred.~~

~~14.5~~15.2 Clinical Supervisor (FACES):

~~14.5.1 — Duties: Provide individual and group supervision as applicable, case consultation to FRC staff as needed, monitor cases, be available for crisis and clinical consultation as needed, review documents for clinical content, verify the laws of confidentiality, and ensure that child and elder/dependent adult abuse reporting are followed up on every case consult. Ensure accuracy of paperwork and data entered into the FaCT approved database and attend all required meetings and trainings.~~

~~14.5.2 — Qualifications: Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist. A minimum of two (2) years of clinical supervision and case management experience. Proficiency in English is required.~~

~~14.6 — Community Engagement Volunteer Coordinator (CAPOC):~~

~~14.6.1 — Duties: Assist in advocacy for the expansion of the FRC CEAC, programs, and activities focusing on issues that affects the health, well being, and public safety of residents in the FRC community. Oversee community organizing, volunteer recruitment and training, problem solving, and developing and implementing an outreach plan. Support the efforts of local programs to explore donation and service opportunities for the FRC, develop and promote FRC volunteer project activities, develop and maintain regular contact with community organizations, coordinate and communicate with FRC Coordinator, attend all required meetings and trainings, administer FaCT approved measurement tools, and enter results into the FaCT database.~~

~~14.6.2 — Qualifications: Bachelor's degree in human services or related field from an accredited university; two (2) years of experience working with at-risk families and the community, including one (1) year supervisory experience; knowledge of public and private social services agencies, community resources, including Federal and State programs; capable of relating~~

well to individuals from diverse backgrounds, cultures, varied income, and education levels; and computer competency. Proficiency in English and bilingual in Spanish required.

~~14.7 — Counselor (FACES):~~

~~14.7.1 — Duties: Provide therapy including assessment, treatment planning, termination, and documentation. Develop group activities and interventions pertinent to PARTICIPANTS. Administer FaCT-approved pre/post measurement tools and enter results into the FaCT-approved database. Produce reports to supervisor as needed.~~

~~14.7.2 — Qualifications: Licensed clinician, MFT Intern, or Masters in Social Work (MSW) Intern enrolled in an accredited graduate program under clinical supervision. Proficiency in English and bilingual, based on community language need, is required.~~

~~14.8 — Family Support Specialist (CAPOC):~~

~~14.8.1 — Duties: Responsible for assessing needs and assisting families to access resources to meet those needs, including court ordered families to facilitate family reunification; case planning, compiling and maintaining records; preparing reports; attending and presenting cases at CMT meetings; completing FaCT-approved assessment tools, data entry into FaCT-approved database; collaborate with the COUNTY in promoting Foster and Adoptive Parent Recruitment Services at community events/workshops and other local community events the need for foster and adoptive resources for children in need of a permanent home; and attending all required meetings and trainings.~~

~~14.8.2 — Qualifications: Bachelor's degree in human services or related field from an accredited university, knowledge of the child welfare system, a minimum of two (2) years of experience working directly with families in crisis, and a minimum of two (2) years of program and staff management experience. Proficiency English and bilingual in Spanish is required.~~

~~///~~

~~14.9 — Foster and Adoptive Parent Recruiter (CAPOC):~~

~~14.9.1 — Duties: Responsible for promoting, at community events/workshops and other local community events in collaboration with ADMINISTRATOR, the need for foster and adoptive resources for children in need of a permanent home.~~

~~14.9.2 — Qualifications: High school diploma or equivalent, one (1) year of experience working directly with families in crisis and community, knowledge of local resources, excellent customer service skills, and computer competency (i.e., knowledge and ability to use computers and related technology). Proficiency in English and bilingual, based on community language need, is required.~~

~~14.10 — FRC CMT Clinical Supervisor (FACES):~~

~~14.10.1 — Duties: Facilitate~~ Duties: A licensed clinician shall facilitate case management team group process, ensure thorough assessment and linkages for families to resources, and ensure team and/or staff members follow up on all mandated reporting requirements. Responsibilities include, but are not limited to:

~~14.10.1.1 — Verify~~ verify and track attendance of required ~~FRC~~ CMT members;

~~14.10.1.2 — Ensure~~ ensure PARTICIPANT confidentiality/release forms are signed by PARTICIPANT and ~~FRC~~ CMT members;

~~14.10.1.3 — Review~~ review the laws of confidentiality and child, and elder/dependent adult abuse reporting on an annual basis, and ensure compliance for each case presented;

~~14.10.1.4 — Ensure~~ ensure all ~~FRC~~ CMT cases conferenced are multiple needs cases (i.e., not just information and referral);

~~14.10.1.5 — Facilitate~~ facilitate weekly review of ~~FRC~~ CMT cases, including a thorough assessment of needs, treatment plan, follow up plan, and termination;

~~14.10.1.6 — Provide~~ provide and coordinate ongoing cross-training to ~~FRC~~ CMT on clinical training needs;

~~14.10.1.7 — Ensure~~ ensure families are invited to the ~~FRC~~ CMT meetings;

~~14.10.1.8 — Maintain a binder of~~ maintain weekly case logs and registration forms for each case conferenced at ~~FRC~~ CMT;

~~14.10.1.9 — Complete~~ complete standardized ~~FRC~~ CMT assessment

tools, ensuring COUNTY required ~~FRC~~CMT data is accurately entered into FaCT database; and
~~14.10.2~~15.2.1 ~~Actively~~ actively engage new collaborative partners and/or other
 COUNTY agency representatives to conference cases that would benefit families.

15.2.2 Qualifications: ~~LCSW, MFTA~~ Licensed Clinical Social Worker, Marriage
 and Family Therapist, or Licensed Clinical Psychologist, ~~and~~. A minimum of one (1) year of
 group/meeting facilitation experience and proficiency in English is required.

15.3 Community Engagement Coordinator

The Community Engagement Coordinator shall not be a current member of the
 CEAC.

15.3.1 Duties: To assist in advocacy for the expansion of the FRC CEAC and
 Youth Action Council programs and activities focusing on issues that affects the health, well-
 being, and public safety of residents in the FRC community. Oversee community organizing,
 volunteer recruitment and training, problem solving, and developing and implementing an
 outreach plan. In addition, support the efforts of local programs to explore donation and service
 opportunities for the FRC; develop and promote FRC volunteer project activities; develop and
 maintain regular contact with community organizations; coordinate and communicate with FRC
 Coordinator, attend all required meetings and trainings, administer FaCT-approved measurement
 tools, and enter the results into the FaCT database.

15.3.2 Qualifications: -

Option One (1): An Associate's degree or sixty (60) college units in human
 services or related field from an accredited college/university; one (1) year of experience,
 including leadership/supervisory experience, providing direct services to the target population;
 capable of relating well to individuals from diverse backgrounds, cultures, varied income, and
 education levels; and computer competency. Proficiency in English is required. Based on
 community need, bilingual proficiency may be required; or

15.3.3 Option Two (2): Three (3) years of experience, including one (1) year of
 leadership/supervisory experience, providing direct services to the target population; capable of
 relating well to individuals from diverse backgrounds, cultures, varied income, and education

levels; and computer competency. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

15.4 Counselor

15.4.1 Duties: The counselor shall: provide therapy, including assessment, treatment planning, termination, and documentation; communicate applicable case related information to SSA staff, as requested; and complete FaCT designated measurement tools and enter all required data into the FaCT database.

15.4.2 Qualifications: Licensed clinician or an intern registered with the State of California Department of Consumer Affairs, Board of Behavioral Sciences (BBS). All interns must be receiving direct clinical supervision in accordance with BBS requirements. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

15.5 Family Support Advocate

15.5.1 Duties: Responsible for serving all Family Support Services referrals. Services shall include, but not limited to: assessing family strengths and needs; linkages to resources; case planning; in-home services; communicating applicable case related information to SSA staff, as requested; compiling and maintaining records; preparing reports; presenting cases at CMT meetings; completing FaCT designated measurement tools and entering all required data into the FaCT database; and attending all required FaCT meetings and trainings.

15.5.2 Qualifications:

Option One (1): Bachelor's degree in human services or related field from an accredited university. Proficiency in English is required. Based on community need, bilingual proficiency may be required; or

Option Two (2): A minimum of three (3) years of experience providing direct services to the target population. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

~~14.11~~ 15.6 FRC Coordinator (CAPOC):

~~14.11.1~~ 15.6.1 Duties:—Duties: FRC Coordinator's work schedule shall be consistent with FRC operating hours and their workspace shall be located at the FRC. Perform a

variety of administrative functions; including: coordinate service providers; supervise FRC staff; oversee the day-to-day operation ~~and facility use~~ of the FRC; compile statistical and financial data for various reports; facilitate community involvement in the CEAC; coordinate governance and policy procedure development; coordinate training opportunities for staff; prepare and monitor program budget; perform outreach to community businesses and schools; market FRC services within the community; initiate outreach to new partners and service providers; address public inquiries regarding services, procedures, operations; and regulations; facilitate ~~Contractor-Partner Agencies~~ FRC partners and staff meetings; and ensure completion of meeting minutes; complete all required documentation; attend ~~all~~ required FaCT meetings and trainings; and perform related duties as assigned.

15.6.2 Qualifications:

Option One (1): Bachelor's degree (Master's degree preferred) in social work, sociology, psychology, or related field from an accredited university and ~~a minimum of two~~ (2) years of experience ~~working with at risk families and providing direct services to the community; knowledge of child welfare system~~ target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; leadership and/or supervisory experience; ability to work successfully in a collaborative environment; attention to detail; and computer competency. Proficiency in English is required. Based on community need, bilingual proficiency may be required; or

Option Two (2): A minimum of five (5) years of experience providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; leadership and/or supervisory experience; ability to work successfully in a collaborative environment; attention to detail; and computer competency. Proficiency in English is required ~~and bilingual, based.~~ Based on community language need, is preferred. bilingual proficiency may be required.

~~14.12~~ 15.7 Information and Referral Specialist (211OC):

~~14.12.1~~ 15.7.1 Duties: Responsible for responding to walk-in, call-in, and referred PARTICIPANTS seeking community resources. Assess ~~PARTICIPANT's~~ PARTICIPANTS's

immediate needs and make referrals to appropriate resources. ~~Collaborate with on-site staff to follow up and ensure PARTICIPANTS are able to access referred services.~~ Administer FaCT-approved ~~measurement tools~~ tracking tool and enter results into the FaCT ~~Database.~~ database.

~~14.12.2~~ Qualifications: High school diploma or equivalent ~~(Bachelor's degree in human services, counseling, social work or related field preferred),~~ one (1) year of customer service experience working directly with ~~families in crisis and the~~ public, and computer competency (i.e., knowledge and ability to use computers and related technology). ~~community, knowledge of local resources, excellent customer service skills, and computer competency.~~ Proficiency in English ~~and bilingual, based~~ is required. Based on community ~~language need, is~~ required.

~~14.13~~ Information and Referral Director (211OC):

~~14.13.1~~ Duties: Evaluate program quality and performance, and provide program guidance and direction. Work with collaborative partners to ensure shared goals are met.

~~14.13.2~~ Qualifications: ~~Bachelor's in human services administration, counseling, social work or related field and a minimum of two (2) years of experience managing nonprofit programs including experience in information and referral services. Alliance and Referral Systems (AIRS) certifications in both Information and Referral and Community Resource Information Management is preferred.~~

~~14.14~~ Information and Referral Supervisor (211OC):

~~14.14.1~~ Duties: Evaluate Information and Referral Specialist's performance and provide coaching and supplemental training.

~~14.14.2~~ Qualifications: ~~Bachelor's degree in human services administration, counseling, social work or related field and a minimum of one (1) year management or supervisory experience. One (1) year of experience in information and referral or related field and/or certification through AIRS as a Resource Specialist or in Information and Referral is preferred.~~

~~14.15~~ OST Youth Program Leader (YMCA):

~~14.15.1~~ 15.7.2 Duties: Provide supervision of YMCA OST Youth Program Leader, oversee OST activities, monitor program attendance, and ensure the health and safety of

~~PARTICIPANTS is maintained at all times. Communicate with FRC coordinator, attend all bilingual proficiency may be required meetings, administer FaCT approved measurement tools, and enter results into the FaCT Database.~~

~~14.15.2 — Qualifications: Must be a minimum of eighteen (18) years of age and have a minimum of one of the following educational requirements: associate's degree and/or fifty-five (55) units of college credit, and/or twelve (12) units of child development or related course work. One (1) year of experience working with children in a school or agency setting; ability to work effectively with diverse staff and PARTICIPANTS; capable of implementing a positive learning environment while incorporating academic, enrichment and recreation activities; and possess strong writing and communications skills. Proficiency in English is required, and bilingual, based on community language need, is preferred.~~

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~~14.16 — Parenting Educator (FACES):~~

~~14.16.1 — Duties: Teach parenting education classes, administer FaCT approved pre/post-tests measurement tools, and enter results into the FaCT Database.~~

~~14.16.2 — Qualifications: Possess twelve (12) units of college education in child development, psychology, sociology, social work, or related field; one (1) year of experience working in the human services field; and trained and/or certified to provide the CONTRACTOR's chosen evidence-based or evidence-informed Parenting Education curriculum. Proficiency in English and bilingual, based on community language need, is required.~~

~~14.17 — PEP Instructor (WTLC):~~

~~14.17.1 — Duties: Provide and instruct PEP services, administer FaCT approved pre/post-measurement tools, and enter results into the FaCT Database.~~

~~14.17.2 — Qualifications: PEP-certified instructor shall possess a minimum of three (3) years of experience working with domestic violence families, forty (40) hours of Domestic Violence Prevention training, eight (8) hours of Child Abuse Prevention and Reporting training, and completion of PEP training. A valid Domestic Violence Advocate Certificate is required. Proficiency in English and bilingual in Spanish is required.~~

~~14.18 PEP Supervisor (WTLC):~~

~~14.18.1 Duties: Oversee PEP services. Work with staff to ensure quality and contract requirements are met. Report issues to WTLC Executive Director and fill in for direct service staff when needed.~~

~~14.18.2 Qualifications: A minimum of four (4) years of supervisory experience, forty (40) hours of Domestic Violence Prevention training, eight (8) hours of Child Abuse Prevention and Reporting training, and completion of PEP training. Proficiency in English and bilingual in Spanish is required.~~

~~14.19 Program Director (YMCA):~~

~~14.19.1 Duties: Oversee YMCA services, supervise YMCA staff, complete required reports and documentation, and attend all required meetings.~~

~~14.19.2 Qualifications: Bachelor's degree in human services or related field or a minimum of five (5) years of experience working with youth programs. Must have current CPR and First Aid certification, computer competency, and strong writing and communications skills. Proficiency in English is required and bilingual in Spanish is preferred.~~

~~14.20 TLFR Family Fun Activities Leader (CAPOC):~~

~~14.20.1 Duties: Provide supervision and TLFR Family Fun Activities to children and youth in the reunification process, monitor attendance, and ensure the health and safety of the children is maintained at all times. Coordinate events with FRC Coordinator, attend all required meetings, administer FaCT approved measurement tools, and enter results into the FaCT approved database.~~

~~14.20.2 Qualifications: A minimum of twelve (12) units of college education in child development, education, psychology, sociology, social work, health, recreation, business, or related field; one (1) year of experience working with families and/or children; and one (1) year pf experience facilitating groups and/or workshops. Proficiency in English is required and bilingual, based on community language need, is preferred.~~

~~14.21 YMCA Leader:~~

~~14.21.1 Duties: Provide and oversee OST Youth Program activities at the FRC,~~

~~communicate with FRC coordinator and agency supervisor, attend all required meetings and trainings, and complete required documents.~~

~~14.21.2 — Qualifications: Must be a minimum of eighteen (18) years of age and have a minimum of one of the following educational requirements: associate's degree and/or fifty-five (55) units of college credit, and/or twelve (12) units of child development or related course work. Ability to work effectively with diverse staff and PARTICIPANTS; capable of implementing a positive learning environment while incorporating academic, enrichment and recreation activities; and possess strong writing and communications skills. Proficiency in English is required, and bilingual in Spanish is preferred.~~

~~14.22 — YMCA Lead Leader:~~

~~14.22.1 — Duties: Provide supervision of OST Youth Program Leader staff and oversee OST Youth Program activities at the FRC, communicate with FRC Coordinator and agency supervisor, attend all required meetings and trainings, and complete required documentation.~~

~~14.22.2 — Qualifications: Must be a minimum of eighteen (18) years of age and have a minimum of one of the following educational requirements: associate's degree and/or fifty-five (55) units of college credit, and/or twelve (12) units of child development or related course work. Ability to work effectively with diverse staff and PARTICIPANTS; capable of implementing a positive learning environment while incorporating academic, enrichment and recreation activities; and possess strong writing and communications skills. Proficiency in English is required, and bilingual in Spanish is preferred.~~

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