

AGREEMENT
BETWEEN
COUNTY OF ORANGE

AND

~~INSTITUTE FOR HEALTHCARE ADVANCEMENT~~

~~AND~~

~~BOYS AND GIRLS CLUBS OF LA HABRA~~

~~AND~~

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

~~AND~~

~~PUBLIC LAW CENTER~~

~~AND~~

~~WESTERN YOUTH SERVICES~~

INSTITUTE FOR HEALTHCARE ADVANCEMENT

FOR THE PROVISION OF

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

~~FAMILIES,~~

~~DIFFERENTIAL RESPONSE AND FAMILY STABILIZATION~~

~~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 Institute for Healthcare Advancement, a California non-profit corporation; ~~Boys and Girls Clubs of La Habra, a California non-profit corporation; Women's Transitional Living Center, Inc., a California non-profit corporation; Public Law Center, a California non-profit corporation, and Western Youth Services, a California non-profit corporation; hereinafter collectively referred to as "LA HABRA FAMILY RESOURCE CENTER" or "CONTRACTOR."~~ Institute for Healthcare Advancement, Boys and Girls Clubs of

1 ~~La Habra, Women’s Transitional Living Center, Inc., Public Law Center, and Western Youth~~
2 ~~Services, may each also be referred to as “Contractor Partner Agencies.”~~ hereinafter referred to
3 as “LA HABRA FAMILY RESOURCE CENTER” or “CONTRACTOR.” This Agreement shall
4 be administered by the County of Orange Social Services Agency Director or designee, hereinafter
5 referred to as “ADMINISTRATOR.”

6
7 WITNESSETH:

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

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

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

22 WHEREAS, such services are authorized and provided ~~for~~ pursuant to the Adoptions and
23 Safe Families Act of 1997 (Public Law 105-89), California Welfare and Institutions Code Sections
24 16600-16605, All County ~~Letters~~ Letter (ACL) No. 01-20, ACL No. 03-12, ACL No. 14-~~21~~ 12,
25 and the Child and Family Services Improvement and Innovation Act; and

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

28 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

///
///
///
///

TABLE OF CONTENTS

1.	TERM	4
2.	ALTERATION OF TERMS	4
3.	STATUS OF CONTRACTOR	4
4.	DESCRIPTION OF SERVICES, STAFFING	4
5.	LICENSES AND STANDARDS	5
6.	DELEGATION AND ASSIGNMENT/ <u>CHANGE OF OWNERSHIP</u>	6
7.	SUBCONTRACTS	6
7 8.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY <u>DISCLOSURE/NAME CHANGE</u>	8
8 9.	NON-DISCRIMINATION	9
9 10.	NOTICES	12
10 11.	NOTICE OF DELAYS	12
11 12.	INDEMNIFICATION	13
12 13.	INSURANCE	13
13 14.	NOTIFICATION OF <u>LITIGATION,</u> INCIDENTS, CLAIMS, OR SUITS	17
14 15.	CONFLICT OF INTEREST	18
15 16.	ANTI-PROSELYTISM PROVISION	18
16 17.	SUPPLANTING GOVERNMENT FUNDS	18
17 18.	EQUIPMENT	19
18 19.	BREACH SANCTIONS	20
19 20.	DESIGNATED LEAD AGENCY	21
20 21.	PAYMENTS	22
21 22.	OVERPAYMENTS	24
22 23.	OUTSTANDING DEBT	24
23 24.	FINAL REPORT	24
24 25.	INDEPENDENT AUDIT	24
25 26.	RECORDS, INSPECTIONS, AND AUDITS	25
26 27.	PERSONNEL DISCLOSURE	27
27 28.	EMPLOYMENT ELIGIBILITY VERIFICATION	29
28 29.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	34
29.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	30

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

2 31. CONFIDENTIALITY 30

3 32. SECURITY 32

3 33. COPYRIGHT ACCESS 33

33 34. WAIVER 34

4 34. PETTY CASH 38

35 35. SERVICES DURING EMERGENCY AND/OR DISASTER 34

5 36. PUBLICITY 38

36. COUNTY RESPONSIBILITIES, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA 39 35

6 37. REFERRALS 39

38 37. REPORTS 35

39 38. ENERGY EFFICIENCY STANDARDS 36

8 40 39. ENVIRONMENTAL PROTECTION STANDARDS 36

41 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS 36

41. 42. POLITICAL ACTIVITY 38

42. 43. TERMINATION PROVISIONS 38

43. 44. GOVERNING LAW AND VENUE 39

45. 44. SIGNATURE IN COUNTERPARTS 43 39

Exhibit A

1. POPULATION TO BE SERVED 11

2. PSSF & CBCAP FUNDING REQUIREMENTS 2

2. DEFINITIONS 1

3. HOURS OF OPERATION 2

4. FaCTFRC GENERAL REQUIREMENTS AND RESPONSILIBITES 3

5. SERVICES 5

6. ADDITIONAL CONTRACTOR RESPONSIBILITIES 15

7. FACILITIES 17

8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS 17

9. REPORTS 19

10. GOALS AND OUTCOME OBJECTIVES 20

11. UTILIZATION REVIEW 20

12. 11. SUSTAINABILITY 21

13. 12. MEETINGS AND TRAININGS 22

14. 13. BUDGET 22

15. 14. STAFF 45 24

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

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 3.2 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.

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~~

1 CONTRACTOR agrees to provide those services, facilities, equipment, and
 2 supplies, as described in Exhibit "A" to the Agreement between County of Orange and La Habra
 3 Family Resource Center (FRC), for the Provision of ~~Services Promoting Safe and Stable Families,~~
 4 ~~Differential Response (DR) and Family Stabilization (FS)~~ Family Resource Center Services,
 5 ^{4.1} attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously
 6 throughout the term of this Agreement with the number and type of staff described and as required
 7 for provision of services hereunder.

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

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

13 5. LICENSES AND STANDARDS

14 5.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 2727
 15 of this Agreement, who are subject to individual registration and/or licensing requirements, have
 16 all necessary licenses and permits required by the laws of the United States, State of California,
 17 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
 18 agencies to perform the services described in this Agreement, and agrees to maintain, and require
 19 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
 20 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
 21 such laws and licensure requirements, including, without limitation, compliance with laws
 22 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
 23 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
 24 becoming expired, inactive, etc.).

25 In the performance of this Agreement, CONTRACTOR shall comply, ~~unless~~
 26 ~~waived in whole or in part by ADMINISTRATOR,~~ with all applicable provisions of the California
 27 Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); ~~Federal~~
 28 ~~Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87~~ implementing

1 [regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and](#)
 2 [Audit Requirements for Federal Awards](#); Title 48 CFR Section 31.2; and all applicable laws and
 3 regulations of the United States, State of California, County of Orange, [and County of Orange](#)
 4 Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder,
 5 as each and all may now exist or be hereafter amended.

6 5.2.1 For ~~Federally~~[federally](#) funded Agreements in the amount of \$25,000 or
 7 more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended
 8 from ~~Federal~~[federal](#) financial assistance programs and/or activities.

9 CONTRACTOR shall cooperate with the California Department of Social Services
 10 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect
 11 ^{5.3} Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY
 12 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

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

14 6.1 Delegation and Assignment:

15 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
 16 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
 17 written consent of COUNTY. Any attempted delegation or assignment without prior written
 18 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
 19 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
 20 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
 21 benefits under the terms of this Agreement requiring COUNTY approval.

22 6.2 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
 23 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
 24 for the provision of services under the Agreement.

25 Change of Ownership

26 CONTRACTOR agrees that if there is a change or transfer in ownership of
 27 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an
 28 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.

SUBCONTRACTS##

##

Subcontracts:

7.

CONTRACTOR shall not subcontract for services under this Agreement without ~~6.2~~ the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a ~~sub~~contract, 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 ~~\$2550,000~~ 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 (~~\$2550,000~~) 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 ~~on(s) providing~~ the services.

~~6.3.2~~7.1.2 Subcontracts in excess of ~~\$2550,000~~:

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 (~~\$2550,000~~) 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

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

4 Upon ADMINISTRATOR's approval of CONTRACTOR's
 5 proposed procurement system, CONTRACTOR shall comply with such procurement system in
 6 obtaining subcontracts with a total cost in excess of ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000)
 7 during the ~~6.3.2.27.1.2.2~~ term of this Agreement. In addition, CONTRACTOR shall obtain
 8 ADMINISTRATOR's written consent prior to entering into a subcontract with any organization
 9 when the total cumulative cost of services to be provided by that organization is anticipated to
 10 exceed ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement.

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

16 ~~7.8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY~~

17 ~~7.1.8.1~~ DISCLOSURE/NAME CHANGE

18 Form of Business Organization:

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

22 ~~7.1.1~~8.1.1 The form of CONTRACTOR's business organization, i.e.,
 23 proprietorship, partnership, corporation, etc.

24 ~~7.1.2~~8.1.2 A detailed statement indicating the relationship of CONTRACTOR,
 25 by way of ownership or otherwise, to any parent organization or individual.

26 ~~7.1.3~~8.1.3 A detailed statement indicating the relationship of CONTRACTOR
 27 to any subsidiary business organization or to any individual who may be providing services,
 28 supplies, material, or equipment to CONTRACTOR or in any manner does business with

1 CONTRACTOR under this Agreement.

2 Change in Form of Business Organization:

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

10 Real Property Disclosure:

11 ~~7.3~~ ~~_____ If CONTRACTOR is occupying any real property under any agreement, oral or~~
12 ~~written, where persons are to receive services hereunder, CONTRACTOR shall submit the~~
13 ~~following information in addition to a copy of the lease, license or rental agreement, as well as any~~
14 ~~other information requested, prior to the provision of services under this Agreement:~~

15 7.3.1 _____ The location by street address and city of any such real property.

16 7.3.2 _____ The fair market value of any such real property as such value is reflected
17 ~~on the most recently issued County Tax Collector's tax bill.~~

18 7.3.3 _____ A detailed description of all existing and pending agreements, with
19 ~~respect to the use or occupation of any such real property. Such description shall include, but not~~
20 ~~be limited to:~~

21 7.3.3.2 _____ The term duration of any rental, lease or license
22 ~~agreement;~~ 7.3.3.3 _____

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

25 _____ The type and dollar value of any other consideration to
26 ~~be paid to the lessor or licensor; and~~

27 _____ The full names and addresses of all parties to any
28 ~~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.~~

~~///~~

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

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.

~~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.~~

~~8.2~~ 8.3.2 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 ~~8.99~~ 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).

~~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)

Non-Discrimination in Service Delivery:

~~8.5.1~~ 9.4.1 _____ CONTRACTOR shall comply with Titles VI and VII of the Civil ~~8.59.4~~ 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) ~~(+)~~, (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 ~~8.6~~ 9.4 et seq.

1 8.5.29.4.2 CONTRACTOR shall provide any and all clients desirous of filing
2 a formal complaint any and all information as appropriate:

3 Pamphlet: "Your Rights Under California Welfare
4 Programs" (PUB 13)

5 Discrimination Complaint Form

6 Civil Rights Contacts:

8.5.2.19.4.2.1

7 County Civil Rights Contact:

8.5.2.29.4.2.2

8 Orange County Social Services Agency

8.5.2.39.4.2.3

9 Program Integrity

10 Attn: Civil Rights Coordinator

11 P.O. Box 22001

12 Santa Ana, CA 92702-2001

13 Telephone: (714) 438-8877

14 State Civil Rights Contact:

15 California Department of Social Services

16 Civil Rights Bureau

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

18 Sacramento, CA 94244-2430

19 Federal Civil Rights Contact:

20 U.S. Department of Health and Human Services

21 Office of Civil Rights

22 50 U.N. Plaza, Room 322

23 San Francisco, CA 94102

9.4.3.1

24 9.4.3 The following websites provide Civil Rights information, publications
25 and/or forms:

26 ///

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

<http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (*Pub 13 – Your Rights Under California Welfare Programs*)

<http://ssa.ocgov.com/about/services/contact/complaints/comply>
9.4.3.2 (*SSA Contractor and Vendor Compliance page*)

9.10. NOTICES

9.4.3.3 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: La Habra Family Resource Center
c/o Institute for Healthcare Advancement
501 S. South Idaho Street, Suite 300
La Habra, CA- 90631

~~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 writing sent.

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

1 information with respect thereto, to the other party.

2 ##

3 ~~11.~~12. INDEMNIFICATION

4 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

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

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

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

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

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

20 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
 21 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
 22 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
 23 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
 24 same; and

25 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
 26 irrespective of any duty to indemnify or hold harmless; and

27 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
 28 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.

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

Qualified Insurer:

~~12.4~~13.4 ~~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 ~~12.5~~13.5 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).

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 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
12.8 <u>13.8</u> Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

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

1 at least as broad.

2 ~~12.8.2~~13.8.2 Business Auto Liability coverage shall be written on ISO form CA
3 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

4 Required Endorsements:

5 ~~12.9.1~~13.9.1 Commercial General Liability policy shall contain the following
6 endorsements, which shall accompany the Certificate of Insurance:

7 ~~12.9.13.9~~ An Additional Insured endorsement using ISO form
8 CG ~~2010 or CG 2033~~20 26 04 13, or a form at least as broad, naming the County of Orange, its
9 elected and ~~appointed~~ officials, officers, agents and employees, ~~agents~~ as Additional Insureds or
10 provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

11 A primary non-contributing endorsement using ISO
12 form CG ~~2010 or CG 2033~~20 26 04 13, evidencing that CONTRACTOR's insurance is
13 primary and any insurance or self-insurance maintained by the County of Orange shall be excess
14 and non-contributing.

15 ~~13.10~~ The Workers' Compensation policy shall contain a waiver of subrogation
16 endorsement waiving all rights of subrogation against the County of Orange, its elected and
17 appointed officials, officers, agents and employees or provide blanket coverage, which will state
18 AS REQUIRED BY WRITTEN CONTRACT.

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

22 ~~Contractor~~CONTRACTOR shall notify ~~County~~COUNTY in writing within
23 thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and
24 ~~12.12~~13.13 provide a copy of the cancellation notice to ~~County~~COUNTY. Failure to provide written notice
25 of cancellation may constitute a material breach of the contract, upon which the ~~County~~COUNTY
26 may suspend or terminate this Agreement.

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

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

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

5 Insurance certificates should be mailed to COUNTY at the address
6 ~~12.13~~13.14 indicated in Paragraph 910 of this Agreement.

7 If CONTRACTOR fails to provide the insurance certificates and
8 ~~12.14~~13.15 endorsements within seven (7) days of notification by CEO/County Procurement Office or
9 ~~12.15~~13.16 ADMINISTRATOR, award may be made to the next qualified proponent.

10 COUNTY expressly retains the right to require CONTRACTOR to increase
11 or decrease insurance of any of the above insurance types throughout the term of this Agreement.
12 ~~12.16~~13.17 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
13 appropriate to adequately protect COUNTY.

14 ~~12.17~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
15 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of
16 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of
17 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,
18 ~~12.18~~13.19 and COUNTY shall be entitled to all legal remedies.

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

23 ~~13.14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS~~

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

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

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

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

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

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

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

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

20 14.15. CONFLICT OF INTEREST

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

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

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

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

9 ~~15.~~ 16. ANTI-PROSELYTISM PROVISION

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

14 ~~16.~~ 17. SUPPLANTING GOVERNMENT FUNDS

15 CONTRACTOR shall not supplant any ~~Federal~~ federal, State, or COUNTY funds intended
 16 for the purposes of this Agreement with any funds made available under this Agreement.
 17 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from
 18 COUNTY with respect to, that portion of its obligations which have been paid by another source
 19 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,
 20 either directly or indirectly, as a contribution or compensation for purposes of obtaining
 21 ~~Federal~~ federal, State, or COUNTY funds under any ~~Federal~~ federal, State, or COUNTY program
 22 ~~17.18.1~~ without prior written approval of ADMINISTRATOR.

23 ~~17.~~ 18. EQUIPMENT

24 All items purchased with funds provided under this Agreement, or which
 25 are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five
 26 thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all
 27 Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of
 28 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 ~~17.2~~18.2 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
 20 parties' interests as they appear.

21 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 ~~17.3~~18.3 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 ~~Personal~~ Computer Equipment:

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

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

7 ~~18.19.~~ 19.19. BREACH SANCTIONS

8 Failure by CONTRACTOR to comply with any of the provisions,
 9 covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such
 10 ~~18.19.1~~ event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies
 11 available at law, in equity, or otherwise specified in this Agreement:

12 ~~18.1.1~~ 19.1.1 Afford CONTRACTOR a time period within which to cure the
 13 breach, which period shall be established by ADMINISTRATOR; and/or

14 ~~18.1.2~~ 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the
 15 period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later
 16 recovery; and/or

17 ~~18.1.3~~ 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid
 18 ~~18.219.3~~ by COUNTY those monies disallowed pursuant to Subparagraph ~~18.2~~ 19.1.2 above.

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

21 ~~19.20.~~ DESIGNATED LEAD AGENCY

22 ~~Each of the Contractor Partner Agencies agrees that~~ Institute for Healthcare
 23 Advancement (~~IHA~~) shall serve as the designated lead agent ~~on behalf of the CONTRACTOR,~~
 24 with authority to present claims to COUNTY ~~on behalf of each of the Contractor Partner Agencies~~
 25 for services delivered ~~by each of them~~ pursuant to this Agreement. As designated ~~fiscal~~ lead agent,
 26 IHA, Institute for Healthcare Advancement shall ~~receive the~~ submit claims ~~from each of the other~~
 27 ~~Contractor Partner Agencies~~ on a monthly basis ~~and shall submit these claims, along with its own~~
 28 ~~monthly claim,~~ pursuant to Paragraph ~~20~~ 21 herein. Claims submitted to COUNTY by the

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

7 As the designated lead agent ~~HHA~~, Institute for Healthcare Advancement
 8 shall also be responsible for activities that include, but are not limited to, the following:

9 ~~19.2.2~~ 20.2.1 Oversight of FRC services;

10 ~~19.2.2~~ 20.2.2 Employment and supervision of the FRC Coordinator;

11 ~~20.2.3~~ Facilitating established meetings for Contractor Partner
 12 ~~Agencies~~ Employment and generating/or oversight of the Information and Referral Specialist;

13 20.2.4 Employment and/or oversight of the Community Engagement Coordinator;

14 ~~19.2.3~~ 20.2.5 Establishing and facilitating a monthly FRC meeting with service
 15 providers and ensuring meetings minutes are documented;

16 ~~19.2.4~~ 20.2.6 Coordinating ~~a minimum of~~ weekly ~~case management~~ Case
 17 Management Team (CMT) meetings;

18 ~~19.2.5~~ 20.2.7 Collecting and maintaining ~~complete~~ all invoice documentation ~~for~~
 19 ~~invoices from Contractor Partner Agencies;~~

20 ~~19.2.6~~ 20.2.8 Overseeing the collection, maintenance, and management of all
 21 FRC data, including outcome measurements ~~from Contractor Partner Agencies;~~

22 20.2.9 Maintaining the integrity of the Families and Communities Together
 23 (FaCT) database and other reports, as necessary;

24 ~~19.2.7~~ 20.2.10 Generating monthly reports (i.e., Service Grids) and other reports
 25 as requested, in accordance with Paragraph ~~38~~37 of this Agreement and ~~Exhibit~~ Paragraph ~~99~~ of
 26 Exhibit A for submission to COUNTY;

27 ~~19.2.8~~ ~~Reimbursing FaCT-funded Contractor Partner Agencies for FaCT-~~
 28 ~~funded services rendered prior~~ Overseeing and submitting to invoicing the COUNTY;

~~19.2.9~~20.2.11 Generating budget/contract modification requests on ~~the FRC's~~ behalf ~~for submission to COUNTY~~ of the FRC;

~~19.2.10~~20.2.12 Collecting information from Contractor Partner Agencies and generating Producing, distributing, and maintaining a current, monthly FaCT FRC event/activity calendar as directed by ADMINISTRATOR;

~~19.2.11~~20.2.13 Coordinating FRC sustainability efforts referenced in Paragraph 12 of Exhibit "A", Subparagraph 11 of this Agreement;

~~19.2.12~~20.2.14 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~~20.2.15 Ensuring all Nonnon-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~~20.2.16 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;

20.2.17 Submitting Special Incident Reports to the COUNTY; and

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

~~19.2.17~~20.2.18 Maintaining the integrity of the FaCT database and other ~~20.12.1~~ reports as necessary.

20.21. PAYMENTS

Maximum Contractual Obligation:

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$2,692,700~~; 1,050,000, or actual allowable costs, whichever is less. The estimated annual amount ~~of \$538,540~~ for each twelve (12) month period is as follows:

21.1.1 Year One: \$350,000 for July 1, ~~2015~~2020 through June 30, ~~2016; the~~ amount of ~~\$538,540~~2021;

1 21.1.2 Year Two: \$350,000 for July 1, ~~2016~~2021 through June 30, ~~2017~~; ~~the~~
2 ~~amount of \$538,540~~2022; and

3 ~~20.1.1~~21.1.3 Year Three: \$350,000 for July 1, ~~2017~~2022 through June 30, ~~2018~~;
4 ~~the amount of \$538,540 for July 1, 2018 through June 30, 2019; and the amount of \$538,540 for~~
5 ~~July 1, 2019 through June 30, 2020 or actual allowable costs, whichever is less~~2023.

6 Allowable Costs:

7 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
8 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this
9 ~~20.221.2~~ Agreement, as defined in ~~OMB Circular A-122~~Title 2 CFR Part 200, or as approved by
10 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for
11 anticipated allowable costs that will be incurred by CONTRACTOR for ~~the months of May and~~
12 ~~June in 2016, 2017, 2018, 2019, and 2020~~June 2021, during the month of such anticipated
13 expenditure.

14 ~~20.321.3~~ Claims:

15 ~~20.3.1~~21.3.1 CONTRACTOR shall submit monthly claims to be received by
16 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
17 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
18 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
19 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
20 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
21 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

22 ~~20.3.2~~21.3.2 All claims must be submitted on a form approved by
23 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
24 source documents with the monthly claim, including, inter alia, a monthly statement of services,
25 general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving
26 records, some of which may be required to be copied. Source documents that CONTRACTOR
27 must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller.
28 CONTRACTOR shall retain all financial records in accordance with Paragraph ~~25 (Records,~~

1 ~~Inspections, and Audits~~ 26 of this Agreement.

2 ~~20.3.3~~ 21.3.3 Payments should be released by COUNTY within a reasonable time
3 period of approximately thirty (30) days after receipt of a correctly completed claim form and
4 required supporting documentation.

5 ~~20.3.4~~ 21.3.4 Year-End and Final Claims:

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

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

21 21.22. OVERPAYMENTS

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

1 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected
 2 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
 3 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
 4 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this
 5 Paragraph.

6 ~~22-23.~~ OUTSTANDING DEBT

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

10 ~~23-24.~~ FINAL REPORT

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

16 ##

17 ~~24-25.~~ INDEPENDENT AUDIT

18 CONTRACTOR shall employ a licensed certified public accountant who
 19 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related
 20 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
 21 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
 22 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
 23 the ~~OMB Circular A-133, Audits~~ aforementioned regulations for any year covered during the term
 24 of ~~States, Local Governments and Non-Profit Organizations.~~ this Agreement, CONTRACTOR
 25 shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's
 26 financial statements. The audit must be performed in accordance with generally accepted
 27 government auditing standards ~~and OMB Circular A-122.~~ CONTRACTOR shall cooperate with
 28 COUNTY, State, and/or ~~Federal~~federal agencies to ensure that corrective action is taken within

1 six (6) months after issuance of all audit reports with regard to audit exceptions.

2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers
 3 July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of
 4 organization-wide audits for each of the fiscal cycles corresponding with the term of this
 5 Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of
 6 ~~24.225.2~~ CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be
 7 sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement
 8 with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.
 9 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to
 10 CONTRACTOR.

11 ~~25.26.~~ RECORDS, INSPECTIONS, AND AUDITS

12 Financial Records:

13 ~~25.126.1~~ ~~25.1.1~~ 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete
 14 financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five
 15 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
 16 State, and ~~Federal~~ federal audits are completed, whichever is later.

17 ~~25.1.2~~ 26.1.2 CONTRACTOR shall establish and maintain reasonable
 18 accounting, internal control, and financial reporting standards in conformity with generally
 19 ~~25.226.2~~ accepted accounting principles established by the American Institute of Certified Public
 20 Accountants and to the satisfaction of ADMINISTRATOR.

21 Client Records:

22 ~~25.2.1~~ 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete
 23 records of clients served and dates and type of services provided under the terms of this Agreement
 24 in a form acceptable to ADMINISTRATOR.

25 ~~25.2.2~~ 26.2.2 ~~All client records related to services~~ CONTRACTOR shall keep all
 26 COUNTY data provided ~~under~~ to CONTRACTOR during the ~~term~~ term(s) of this Agreement ~~shall~~
 27 ~~be retained by CONTRACTOR~~ for a minimum of five (5) years from the date of final payment
 28 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are

1 completed, whichever is later. These records shall be stored in Orange County, unless
 2 CONTRACTOR requests and COUNTY provides written approval for the right to store the
 3 records in another county. Notwithstanding anything to the contrary, upon termination of this
 4 Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~COUNTY data
 5 to COUNTY in accordance with Subparagraph ~~43.2.42.2~~ of this Agreement.

6 ~~25.2.3~~26.2.3 COUNTY may refuse payment for a claim if client records are
 7 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined
 8 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment
 9 as an overpayment within the provisions of this Agreement.

10 Public Records:

11 ~~25.326.3~~ With~~To~~ the ~~exception of client records or other records referenced in Paragraph 31,~~
 12 ~~entitled Confidentiality~~extent permissible under the law, all records, including, but not limited to,
 13 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
 14 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

15 ~~25.426.4~~ Inspections and Audits:

16 ~~25.4.1~~26.4.1 The U.S. Department of Health and Human Services, Comptroller
 17 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,
 18 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized
 19 representatives, shall have access to any books, documents, papers, and records, including medical
 20 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement
 21 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned persons have the right
 22 at all reasonable times to inspect or otherwise evaluate the work performed or being performed
 23 under this Agreement and the premises in which it is being performed.

24 ~~25.4.2~~26.4.2 CONTRACTOR shall make its books and ~~financial~~ records
 25 available within the borders of Orange County within ten (10) days of receipt of written demand
 26 by ADMINISTRATOR.

27 ~~25.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and
 28 financial records within the borders of Orange County, CONTRACTOR agrees to pay all

1 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
2 obtain CONTRACTOR's books and ~~financial~~ records.

3 ~~25.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of
4 COUNTY's liability to the State or Federal ~~government~~Government or any agency thereof
5 resulting from any disallowances or other audit exceptions to the extent that such liability is
6 attributable to CONTRACTOR's failure to perform under this Agreement.

7 Evaluation Studies:

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

11 ~~26.27.~~ PERSONNEL DISCLOSURE

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

15 ~~26.1.2~~27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list
16 of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications.
17 Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a
18 copy of a résumé and/or job application. The list shall include:

19 ~~26.1.1~~27.2.1 Names and dates of birth of all ~~full or part-time personnel~~Personnel
20 by title, ~~including volunteer personnel~~, whose direct services are required to provide the programs
21 described herein;

22 ~~26.1.2~~27.2.2 A brief description of the functions of each position and the hours
23 each person works each week; or for part-time ~~personnel~~Personnel, each day or month, as
24 appropriate;

25 ~~26.1.3~~27.2.3 The professional degree, if applicable, and experience required for
26 each position; and

27 ~~26.1.4~~27.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

28 ~~CONTRACTOR's employment applications shall~~ Where authorized by

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

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

12 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 13 ~~26.327.5~~ COUNTY, a criminal record background check on all Personnel who will have direct, interactive
 14 contact with clients served through this Agreement. Background checks ~~on all employees and/or~~
 15 ~~volunteers who will provide services under this Agreement.~~ conducted through the California
 16 Department of Justice shall include a check of the California Central Child Abuse Index, when
 17 applicable. Candidates will satisfy background checks consistent with ~~and comparable to those~~
 18 ~~required for COUNTY employees~~this Paragraph and their performance of services under this
 19 27.6
Agreement.

20 CONTRACTOR shall ensure that clearances and background checks described in
 21 ~~27.7~~ Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing
 22 services under this Agreement.

23 ~~26.427.8~~ In the event a record is revealed through the processes described in Subparagraphs
 24 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
 25 Personnel providing services through this Agreement.

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

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

7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning
 8 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid~~
 9 ~~employee and/or volunteer staff~~ Personnel performing services under this Agreement, when such
 10 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether
 11 such ~~employee and/or volunteer~~ Personnel may continue to provide services under this Agreement
 12 and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's
 13 failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this
 14 Agreement, pursuant to Paragraph ~~18~~19 above.

15 ~~26.6~~27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
 16 ~~staff~~ Personnel performing work hereunder, and any proposed changes in CONTRACTOR's
 17 ~~staff~~ Personnel.

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

21 ~~26.9~~27.13 CONTRACTOR shall notify COUNTY immediately when ~~staff~~ Personnel
 22 is terminated for cause from working on this Agreement.

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

26 27.28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

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

14 ~~28.1 In order to comply with child support enforcement requirements of COUNTY,~~
 15 ~~CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of~~
 16 ~~this Agreement:~~

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

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

23 ~~(c) a certification that CONTRACTOR has fully complied with all applicable Federal~~
 24 ~~and State reporting requirements regarding its employees; and~~

25 ~~28.2~~

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

The failure of CONTRACTOR to timely submit the data or certifications required

1 ~~by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting~~
 2 ~~requirements for child support enforcement or to comply with all lawfully served Wage and~~
 3 ~~Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this~~
 4 ~~Agreement, and failure to cure such breach within sixty (60) calendar days of notice from~~
 5 ~~COUNTY shall constitute grounds for termination of this Agreement.~~

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

9 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

21 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
 22 LAW

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

28 31. CONFIDENTIALITY

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

5 31.1 All records and information concerning any and all persons referred to
 6 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
 7 by CONTRACTOR, and CONTRACTOR's staff~~employees~~, agents, ~~employees~~subcontractors,
 8 ~~and volunteers~~all other individuals performing services under this Agreement. CONTRACTOR
 9 shall require all of its employees, agents, subcontractors, ~~and volunteer staff who may provide~~all
 10 other individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an
 11 agreement with CONTRACTOR before commencing the provision of any such services, agreeing
 12 to maintain ~~the confidentiality of any and all materials~~pursuant to State and ~~information with which~~
 13 ~~they may come into contact, or the identities or any identifying characteristics or information with~~
 14 ~~respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be~~
 15 ~~required to provide services under this Agreement or to those specified in~~ federal law and the terms
 16 of this Agreement ~~as having the capacity to audit CONTRACTOR, and as to the latter, only during~~
 17 ~~such audit. CONTRACTOR shall comply with any audits specified in Paragraph 25, provide~~
 18 ~~reports and any other information required by COUNTY in the administration of this Agreement,~~
 19 ~~and as otherwise permitted by law.~~
 20 31.2

21 CONTRACTOR shall inform all of its employees, agents, subcontractors,
 22 ~~volunteers and partners~~and all other individuals performing services under this Agreement of this
 23 ~~provision and that any person violating the provisions of said State~~California state law may be
 24 ~~guilty of a crime.~~
 25 31.3

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

28 CONTRACTOR agrees to maintain the confidentiality of its records with respect
 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may

1 hereafter be amended.

2 31.5.1 No access, disclosure, or release of information regarding a child who is the
3 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
4 in doubt, no such information shall be released without the written approval of a Judge of the
5 Juvenile Court.

6 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
7 before allowing any child to be interviewed, photographed, or recorded by any publication or
8 organization, or to appear on any radio, television, or internet broadcast or make any other public
9 appearance. Such approval shall be requested through child's Social Worker.

10 ~~31.5.3 — Attorney Client Confidentiality Requirements: In the event Contractor~~
11 ~~Partner Agency is a legal assistance provider, nothing in this Agreement shall allow COUNTY or~~
12 ~~the State of California to engage in any conduct that would impair the attorney-client relationship~~
13 ~~between CONTRACTOR and its clients, as that relationship is customarily defined in the legal~~
14 ~~community; and, in particular, nothing herein shall require CONTRACTOR to reveal attorney-~~
15 ~~client privileged information, nor allow COUNTY or the State to interfere with any other legal~~
16 ~~and ethical duties CONTRACTOR owes to its clients. To the extent COUNTY, in fulfilling its~~
17 ~~contractual obligations and/or its obligations under State or Federal law, finds it necessary to~~
18 ~~examine documents or files prepared by CONTRACTOR in the course of its confidential~~
19 ~~relationship with its clients, CONTRACTOR may delete information which would identify clients~~
20 ~~from such documents or files before they are examined by COUNTY.~~

21 32. SECURITY

22 Security Requirements

23 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
24 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
25 confidentiality that currently exists or exists at any time during the term of this Agreement.
26 CONTRACTOR represents and warrants that it has implemented and will maintain during the
27 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
28 private and confidential client information, to protect against anticipated threats to the security or

integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

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

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

32.1.1.2 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

32.1.1.3 Firewall protection.

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

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

Security Breach Notification

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

Investigate to determine the nature and extent of the Security Breach.

1 Contain the incident by taking necessary action, including, but
2 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
3 security.

4 Report to COUNTY the nature of the Security Breach, the
5 COUNTY ^{32.2.1.2} data used or disclosed, the person who made the unauthorized use or received the
6 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
7 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
8 take to prevent future similar unauthorized use or disclosure.

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

18 **32.33. COPYRIGHT ACCESS**

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

22 **33.34. WAIVER**

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

~~34. PETTY CASH~~~~CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed one thousand dollars (\$1,000).~~35. SERVICES DURING EMERGENCY AND/OR DISASTER

CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden, 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.

35.1 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 35.2 prioritizing services for staff as requested by COUNTY.

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

///

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

~~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,

1 announcements, displays, or press releases, without COUNTY's prior written consent is expressly
2 prohibited.

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

5 36.2.1 ADMINISTRATOR provides its written approval of the content and
6 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
7 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

8 ~~35.1.1~~ 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information
9 includes a statement that the program, wholly or in part, is funded through ~~COUNTY~~ County, State,
10 and Federal ~~government~~ Government funds.;

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

16 ~~35.2.1 — CONTRACTOR shall develop all publicity material in a professional~~
17 ~~manner; and~~

18 ~~35.2.2 — During the term of this Agreement, CONTRACTOR shall not, and shall~~
19 ~~not authorize another to, publish or disseminate any commercial advertisements, press releases,~~
20 ~~feature articles, or other materials using the name of COUNTY without the prior written consent~~
21 ~~of COUNTY. COUNTY shall not unreasonably withhold written consent.~~

22 ~~36. — COUNTY RESPONSIBILITIES~~

23 ~~37.1 — ADMINISTRATOR will provide consultation and technical assistance, and will monitor~~
24 ~~performance of CONTRACTOR in meeting the terms of this Agreement.~~

25 ~~37. — REFERRALS~~

26 CONTRACTOR shall provide services to individuals referred by
27 ~~ADMINISTRATOR.~~

28 36.2.3 The information does not give the appearance that the COUNTY, its

1 officers, employees, or agencies endorse:

2 Any commercial product or service; and

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

5 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
6 36.2.3.1 or other publicly available social media sites) to publish information related to this Agreement,
7 CONTRACTOR shall develop social media policies and procedures and have them available to
8 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
9 and Procedures as they pertain to any social media developed in support of the services described
10 within this Agreement. The policy is available on the Internet at
11 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

12 ~~38~~.37. REPORTS

13 CONTRACTOR shall provide information deemed necessary by
14 ~~38~~.137.1 ADMINISTRATOR to complete any State-required reports related to the services provided under
15 this Agreement.

16 ~~38~~.237.2 CONTRACTOR shall maintain records and submit reports containing such
17 data and information regarding the performance of CONTRACTOR’s services, costs, or other data
18 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
19 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
20 written notice to CONTRACTOR.

21 ##

22 ##

23 ~~39~~.38. ENERGY EFFICIENCY STANDARDS

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

26 ~~40~~.39. ENVIRONMENTAL PROTECTION STANDARDS

27 CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act [Title 42
28 USC Section ~~1857(h)~~], ~~Section 508 of~~ 7401 et seq., the Clean Water Act (Title 33 USC Section

1 ~~1368~~, 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter
 2 referred to as "EPA," regulations (Title 40 CFR ~~Part 15~~), as any may now exist or be hereafter
 3 amended. Under these laws and regulations, CONTRACTOR assures that:

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

6 It will notify COUNTY prior to award of the receipt of any communication
 7 ~~from the~~ Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized
 8 for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
 9 ~~40.239.2~~

10 It will notify COUNTY and EPA about any known violation of the above
 11 laws and regulations.

12 ~~40.339.3~~

13 41.40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE

14 CERTAIN FEDERAL TRANSACTIONS

15 CONTRACTOR shall be in compliance with Section 319 of Public Law
 16 ~~41.140.1~~ 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions
 17 set down by the ~~OMB~~ Office of Management and Budget (OMB) and published in the Federal
 18 Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
 19 regulations, it is mutually understood that any contract which utilizes ~~Federal~~ federal monies in
 20 excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form
 21 provided by ADMINISTRATOR that cites the following:

22 ~~41.1.140.1.1~~ 41.1.140.1.1 **A.**—The definitions and prohibitions contained in the clause at
 23 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
 24 Transactions, included in this solicitation, are hereby incorporated by reference in ~~Paragraph~~
 25 ~~(B)~~ Subparagraph B of this certification.

26 ~~41.1.240.1.2~~ 41.1.240.1.2 **B.**—The offeror, by signing its offer, hereby certifies to the best
 27 of his or her knowledge and belief as of December 23, 1989, that

28 No ~~Federal~~ federal appropriated funds have been paid
 or will be paid to any person for influencing or attempting to influence an officer or employee of
 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

1 Member of Congress on his or her behalf in connection with the awarding of any ~~Federal~~federal
 2 contract, the making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan, the
 3 entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,
 4 or modification of any ~~Federal~~federal contract, grant, loan or cooperative agreement;

5 If any funds other than ~~Federal~~federal appropriated
 6 funds (including profit or fee received under a covered ~~Federal~~federal transaction) have been paid,
 7 or will be paid, to any person for influencing or attempting to influence an officer or employee of
 8 any agency, a ^{41.1.2.2}~~40.1.2.2~~ Member of Congress, an officer or employee of Congress, or an employee of a
 9 Member of Congress on his or her behalf in connection with this solicitation, the offeror shall
 10 complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities,
 11 to the Contracting Officer; and

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

15 ^{41.1.3}~~40.1.3~~ C. — Submission of this certification and disclosure is a
 16 prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC.
 17 Any person who makes an expenditure prohibited under this provision or who fails to file or amend
 18 the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of
 19 not less than \$10,000, and not more than \$100,000, for each such failure.

20 ~~42.41.~~ POLITICAL ACTIVITY

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

24 ~~43.42.~~ TERMINATION PROVISIONS

25 ADMINISTRATOR may terminate this Agreement without penalty,
 26 immediately with cause or after thirty (30) days written notice without cause, unless otherwise
 27 specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not
 28 ~~defined as~~limited, to any breach of contract, any partial misrepresentation ~~or~~whether negligent or

1 willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within
 2 CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY
 3 ordinances unrelated to performance under this Agreement that, in the reasonable opinion of
 4 COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise
 5 by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all
 6 further obligations under this Agreement.

7 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days prior to
 8 the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition
 9 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of
 10 service responsibilities, ~~active case records, and pertinent documents.~~ case records, and pertinent
 11 documents. The Transition Period may be modified as agreed upon in writing by the parties.
 12 During the Transition Period, service and data access shall continue to be made available to
 13 COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
 14 transitioning all data in the format determined by COUNTY.

15 ~~42.3~~ In the event of termination of this Agreement, cessation of business by
 16 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
 17 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
 18 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
 19 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
 20 Agreement.

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

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

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

7 ~~43.43.~~ 44.43. GOVERNING LAW AND VENUE

8 This Agreement has been negotiated and executed in the State of California and shall be
9 governed by and construed under the laws of the State of California, ~~without reference to conflict~~
10 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
11 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
12 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
13 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
14 to waive any and all rights to request that an action be transferred for trial to another county.

15 ~~45.44.~~ 44.44. SIGNATURE IN COUNTERPARTS

16 ~~45.44.1~~ The parties agree that separate copies of this Agreement may be signed by
17 each of the parties, and this Agreement will have the same force and effect as if the original had
18 ~~been signed by all the parties.~~

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

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///

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

By: _____
—MICHAEL VILLAIRE
—CHIEF EXECUTIVE OFFICER
—INSTITUTE FOR HEALTHCARE
—ADVANCEMENT

By: _____
—CHAIRMAN OF THE
—BOARD OF SUPERVISORS
—COUNTY OF ORANGE,
CALIFORNIA

Dated: _____

Dated: _____

By: _____
—MARK CHAVEZ
—EXECUTIVE DIRECTOR

By: _____
—GIGI TSONTOS
—EXECUTIVE DIRECTOR

~~BOYS AND GIRLS CLUBS OF
LA HABRA~~

~~Women's Transitional Living
Center, Inc.~~

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:

Dated: _____

By: _____
~~KENNETH W. BABCOCK
EXECUTIVE DIRECTOR
PUBLIC LAW CENTER~~

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

Dated: _____

By: _____
~~LORRAYNE LEIGH BELHUMEUR,
PH.D.
CHIEF EXECUTIVE OFFICER
WESTERN YOUTH SERVICES~~

Dated: _____

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

Dated: _____

By: _____
DEPUTY

Dated: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By: _____ By: _____
MICHAEL VILLAIRE CHAIRWOMAN
PRESIDENT/CEO OF THE BOARD OF SUPERVISORS
INSTITUTE FOR HEALTHCARE COUNTY OF ORANGE, CALIFORNIA
ADVANCEMENT

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

INSTITUTE FOR HEALTHCARE ADVANCEMENT

~~AND~~

~~BOYS AND GIRLS CLUBS OF LA HABRA~~

~~AND~~

~~Women's Transitional Living Center, Inc.~~

~~AND~~

~~PUBLIC LAW CENTER~~

~~AND~~

~~WESTERN YOUTH SERVICES~~

FOR THE PROVISION OF FAMILY RESOURCE CENTER SERVICES

~~SERVICES PROMOTING SAFE AND STABLE FAMILIES,~~

~~DIFFERENTIAL RESPONSE AND FAMILY STABILIZATION~~

1.1

1. POPULATION TO BE SERVED

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 ~~hardship~~ 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~~

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

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

10 ~~h2~~ CONTRACTOR shall provide DEFINITIONS

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

16 ~~1.3.2~~ Differential Response (DR) services to: PARTICIPANT including birth, kinship,
 17 blended, adoptive, and foster): A concept that child safety is a responsibility shared by the family,
 18 community, and child welfare agencies. DR’s primary goal is to engage a greater number of
 19 families with children birth to eighteen (0-18) years who in services within the community without
 20 bringing them into the child welfare system and reduce the recurrence of child maltreatment. DR
 21 services are at risk for child indicated when reported allegations meet statutory definitions of abuse
 22 and/or neglect and who have been identified by Social Services Agency (yet an initial assessment
 23 made by SSA) Children and Family Services (CFS) Division as determines that with targeted
 24 services a family is likely to make needed changes to improve child safety.

25 CONTRACTOR shall provide Family Stabilization (FS) services to
 26 ~~PARTICIPANTS including California Work Opportunity and Responsibility to Kids~~
 27 ~~(CalWORKs) program recipients who are experiencing an identified situation and/or crisis that is~~
 28 ~~destabilizing the family and would interfere with the adult clients’ ability to participate in Welfare-~~

1 ~~to Work (WTW) activities and services.~~

2 CONTRACTOR shall provide DR and FS services to PARTICIPANTS residing in
3 ~~the following cities: Anaheim, Buena Park, Fullerton, La Habra, Placentia and surrounding~~
4 ~~unincorporated areas.~~

5 ~~2. PSSF & CBCAP FUNDING REQUIREMENTS~~

6 ~~1.5~~ CONTRACTOR shall provide services/activities, as described in Paragraph 5
7 ~~below, to address one (1) or more of the seven (7) Promoting Safe and Stable Families (PSSF)~~
8 ~~outcomes as specified in Subparagraph 2.2 below, and addressing all four (4) of the PSSF service~~
9 ~~2.1~~ ~~categories defined in Subparagraphs 2.3.1 through 2.3.4, below.~~

10 PSSF Outcomes: Services must meet a minimum of one (1) of the following PSSF
11 ~~2.2~~ ~~outcomes:~~

12 2.2.1 ~~Children are, first and foremost, protected from abuse and neglect.~~

13 2.2.2 ~~Children are safely maintained in their own homes whenever possible~~
14 ~~and appropriate.~~

15 2.2.3 ~~Children have permanency and stability in their living situations.~~

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

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

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

20 ~~2.3~~ 2.2.7 ~~Children receive adequate services to meet physical and mental health~~
21 ~~needs.~~

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

23 2.3.1 ~~Family Preservation: Family Preservation (FP) services typically are~~
24 ~~designed to help families alleviate crises that might lead to out of home placement of children;~~
25 ~~maintain the safety of children in their own homes; and assist families in obtaining services and~~
26 ~~other supports necessary to address their multiple needs in a culturally responsive manner.~~

27 2.3.2 ~~Family Support: Family Support services are primarily community-~~
28 ~~based preventive activities designed to alleviate stress and promote parental competencies and~~

1 behaviors that will increase the ability of families to successfully nurture their children; enable
2 families to use other resources and opportunities available in the community; and create supportive
3 networks to enhance child-rearing abilities of parents and help compensate for the increased social
4 isolation and vulnerability of families.

5 ~~2.3.3 — Time Limited — Family — Reunification: — Time Limited — Family~~
6 ~~Reunification (TLFR) are services and activities provided to a child who is removed from the~~
7 ~~child's home and placed in a foster family home or a childcare institution. These services are also~~
8 ~~for the parents or primary caregiver for the child, in order to facilitate the reunification of the child~~
9 ~~safely and appropriately during the court ordered family reunification period. TLFR services~~
10 ~~include individual, group, and family counseling; inpatient, residential, or outpatient substance~~
11 ~~abuse treatment services; mental health services; assistance to address domestic violence;~~
12 ~~temporary childcare and therapeutic services for families, including crisis nurseries; and~~
13 ~~transportation to and from any of the above services.~~

14 ~~2.3.4 — Adoption Promotion and Support: Adoption Promotion and Support~~
15 ~~(APS) services are designed to encourage more adoptions out of the foster care system, when~~
16 ~~adoptions promote the best interest of children, and include such activities as pre and post-~~
17 ~~adoptive services designed to expedite the adoption process and support adoptive families.~~

18 Unless specified otherwise, the services described below in Subparagraphs 5.1
19 ~~through 5.12 addresses each of the four (4) PSSF categories described above in Subparagraphs~~
20 ~~2.3.1 through 2.3.4.~~

21 ~~Community-Based Child Abuse Prevention (CBCAP): Services shall align with~~
22 ~~the California Department of Social Services Community-Based Child Abuse Prevention~~
23 ~~(CBCAP) program which supports efforts to develop, operate, expand, enhance, and coordinate~~
24 ~~initiatives, programs and activities to prevent child abuse and neglect. In addition, CBCAP~~
25 ~~supports the coordination of resources to better strengthen and support families as well as foster~~
26 ~~understanding, appreciation and knowledge of diverse populations in order to effectively prevent~~
27 ~~and treat child abuse and neglect.~~

28 ADMINISTRATOR may, in its sole discretion and upon written notice to

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

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

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.

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

2.7 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.

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

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 nine (9) hours 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 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.

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~~

1 ~~holidays, whenever possible.~~

2 4. FaCT/FRC GENERAL REQUIREMENTS AND CHARACTERISTICS

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

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

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

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

15 4.4 Offer free and accessible parking.

16 4.5 Promote the FaCT platform (e.g. FRC sites, services, and literature) at outreach
17 events where FaCT funded staff are utilized.

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

20 4.8 Involve local residents and stakeholders in planning, designing, implementing, and
21 evaluating activities at the FRC.

22 4.9 Maximize the use of volunteers to assist not only in service delivery, but also serve
23 as ambassadors in the community to promote community ownership and sustainability.

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

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

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

4 Designate Institute for ~~Health~~Healthcare Advancement to function as both
 5 ~~the~~^{4.34.11} designated lead agency and the program management lead agency. The fiscal and program
 6 management responsibilities shall include those referenced in Paragraph ~~19~~20 of this Agreement.

7 ~~4.4.12~~ Provide bilingual ~~staff responsible for~~ direct ~~services~~service staff that are ~~language~~
 8 ~~appropriate.~~

9 ~~4.5~~ Provide ~~services that are culturally~~proportionate and responsive to the
 10 language and cultural needs of the community ~~to be served~~they serve.

11 ~~4.6.13~~ Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network
 12 ~~Administrative Services (FNAS)~~ provider, by attending required meetings, trainings, completing
 13 data entry into FaCT database system, and engaging with the FaCT Network in activities related
 14 to the FaCT mission and vision.

15 ~~4.8.15~~ Provide ~~all services at the FRC.~~ Services ~~may also~~shall be ~~offered~~provided
 16 at the FRC, in-home, ~~at~~and/or in satellite sites such as schools; and other community locations as
 17 ~~needed as~~ mutually agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space
 18 is required for all Clinical Supervision, Family Support Services, Counseling, and Case
 19 ~~4.9.16~~ Management Team services.

20 ~~Collaborate with other Contractor Partner Agencies and Non FaCT Funded~~
 21 ~~Partner Agency(ies) to ensure participants~~Ensure PARTICIPANTS complete FaCT required
 22 4.17 registration, consent, sign-in forms, ~~satisfaction surveys,~~ and/or complete assessment tools
 23 ~~4.18~~ referenced in Subparagraph ~~8.48.6~~ of this Exhibit when receiving services requiring an assessment.

24 4.11 Encourage PARTICIPANTS to complete satisfaction surveys when receiving FRC
 25 services.

26 Collaborate with COUNTY staff and COUNTY'S contracted DR ~~and FS~~
 27 services staff who provide services to SSA ~~clients~~PARTICIPANTS.

28 Collaborate with SSA DR Social Workers in engaging families in services to

~~improve child safety and provide DR services, described in Subparagraphs 5.13 through 5.18, to clients residing in all cities within the DR Service Region as referenced in Subparagraph 1.5. For the purpose of expanding service accessibility to DR services for clients, and where possible, the FRC will outstation DR staff at other FaCT FRCs or facilities approved by ADMINISTRATOR.~~

~~4.11.1 — DR services are appropriate when reported allegations meet statutory definitions of abuse or neglect at low to moderate risk and an initial assessment made by SSA's CFS Division determines that with targeted services a family is likely to make needed changes to improve child safety.~~

~~4.11.2 — The County's DR primary goal is to engage a greater number of families in services within the community without bringing them into the child welfare system and, at the same time, reduce the recurrence of child abuse.~~

~~Collaborate with COUNTY's CalWORKs WTW FS Program workers to increase ^{4.12} client success in program participation and provide FS services, described in Subparagraph 5.19 to clients residing in FS Service Region as referenced above in Subparagraph 1.5. For the purpose of expanding service accessibility to FS service for clients, and where possible, the FRC will outstation FS staff at other FaCT FRCs or facilities approved by ADMINISTRATOR.~~

~~4.12.1 — FS is designed to ensure a basic level of stability within a family prior to, or concurrently with, participation in WTW activities. Regulations require that counties inform CalWORKs applicants and recipients that short-term FS services are available to assist individuals and their families who are experiencing a crisis or situation that destabilizes the family and impairs the client's ability to meet WTW participation requirements.~~

~~4.12.2 — The goal of FS is to increase client success in the WTW program through intensive case management and the assignment of participants to additional barrier-removal services and activities.~~

~~##~~

~~5. SERVICES~~

~~Throughout this Exhibit, the Contractor Partner Agencies shall hereinafter be referred to as: Institute for Healthcare Advancement (IHA), Boys and Girls Clubs of La Habra (B&GCLH),~~

~~Women’s Transitional Living Center, Inc. (WTLC), Public Law Center (PLC) and Western Youth Services (WYS).~~

Clinical Supervision (WYS):

~~WYS shall~~ Case Management Team

5.1.1 The objectives of Case Management Team (CMT) services are as follows:

~~5.1~~ _____ Increase collaboration among service providers by meeting on a weekly basis to effectively coordinate PARTICIPANT services;

5.1.1.1 _____ Encourage family attendance and participation in determining their service needs;

5.1.1.2 _____ Increase and facilitate resource linkages;

5.1.1.3 _____ Improve individual and family functioning;

5.1.1.4 _____ Decrease duplication of PARTICIPANT services; and

5.1.1.5 _____ Foster the collaboration between the community, service

5.1.1.6 _____ providers, and FRCs to address the needs of children and families.

5.1.2 The CMT consists of an integrated multidisciplinary team, comprised of three (3) or more persons, trained and qualified to provide services. The 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 section 18986.40. Participants of the CMT shall include FaCT funded and non-FaCT funded representatives and subcontractors that would benefit the family.

5.1.3 CONTRACTOR shall provide CMT services for a minimum of seventy-five (75) 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 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 PARTICIPANT’s needs. FRC CMT services shall include, but are not limited to, the following

1 components:

2 Assessment: The CMT Clinical Supervisor, based on input from
3 the CMT, shall complete an assessment of PARTICIPANTS' strengths and needs and community
4 resources available to PARTICIPANT.

5 Individual Treatment Plan: On the basis of the assessment in
6 Subparagraph ^{5.1.3.1} 5.1.3.1, the CMT shall jointly develop an individualized treatment plan with the
7 PARTICIPANT that identifies priorities; desired outcomes; strategies; and resources to be used in
8 attaining the ^{5.1.3.2} outcomes; follow up; and termination.

9 Reassessment: The CMT Clinical ~~Supervision~~ Supervisor and
10 CMT shall jointly reassess the PARTICIPANT's status in weekly clinical review of cases. CMT
11 meetings shall ^{5.1.3.3} provide weekly evaluations and assessment for PARTICIPANTS.

12 Termination: The CMT Clinical Supervisor and CMT shall
13 jointly ^{5.1.3.4} terminate the case from the CMT when the desired outcomes have been attained, the
14 PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

15 ~~5.1.1~~ 5.1.4 CONTRACTOR shall provide CMT services continuously
16 throughout the term of this Agreement. CMT meetings shall be scheduled a minimum of one (1)
17 day per week for a minimum of one (1) hour in duration. ~~to ensure the quality of counseling~~
18 services provided The CMT Clinical Supervisor shall facilitate CMT meetings. CMT meetings
19 shall be held at the FRC or other mutually agreed upon location, in an appropriate, private, and
20 confidential space.

21 ~~5.1.2~~ Clinical Supervision services shall include, but are not limited to:
22 individual and group clinical supervision for counselor(s) at the FRC, recruitment and supervision
23 of Master's level counseling interns, case consultation, verification of laws of confidentiality, and
24 ensuring that child and elder/dependent adult abuse reporting requirements are followed.

25 ~~5.1.3~~ Clinical Supervision services shall be provided for a minimum of two
26 (2) hours per week and shall be based on the CONTRACTOR's counseling agency supervision
27 requirements.

28 5.1.5 ~~WYS~~ CONTRACTOR shall complete the CMT Tracking and Outcomes

1 [Log as well as the required forms referenced in Subparagraph 4.16 of this Exhibit.](#)

2 ~~5.1.4~~[5.1.6](#) CONTRACTOR shall provide qualified ~~Licensed~~[CMT](#) Clinical
3 Supervisor [staff](#), as specified in Subparagraph ~~4.6~~15.2 of this Exhibit.

4 Counseling Services ~~(WYS):~~

5 5.2.1 The objectives of Counseling Services are as follows:

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

9 ~~5.2.1.1~~ _____

Increase participant’s coping skills in dealing with stress;

10 [Increase PARTICIPANT’s coping skills;](#)

11 ~~5.2.1.2~~ _____

[Stabilize immediate crisis;](#)

12 ~~5.2.1.1~~ _____

[Increase access to social support systems;](#)

13 ~~5.2.1.3~~ _____

Facilitate linkages to appropriate and needed treatment

14 ~~5.2.1.4~~ _____

programs (e.g., domestic violence, substance abuse, mental health, etc.);

15 ~~5.2.1.5~~ _____

Reduce risk of violence, [abuse, and/or neglect](#) in the home; and

16 ~~5.2.1.6~~ _____

[Improve individual and family functioning.](#)

17 ~~5.2.1.6~~ _____

~~Improve individual and family functioning.~~

18 ~~5.2.2~~ CONTRACTOR shall [utilize evidence-based practices to](#) provide
19 Crisis, ~~Family, Group, and Individual counseling services for a minimum of seventy four (74)~~
20 ~~unduplicated PARTICIPANTS annually.~~, [Family, and Group](#) Counseling services shall include,
21 but are not be limited to: ~~assess PARTICIPANT’s needs, provide emotional support, stabilize~~
22 ~~immediate crisis, develop goals for PARTICIPANTS, address parenting issues, cycle of abuse,~~
23 ~~victimization, enhance family dynamics, and make appropriate linkages to all needed treatment~~
24 ~~programs and social support systems. The Counselor and/or designee, as approved by~~
25 ~~ADMINISTRATOR, shall attend the FRC Case Management Team (CMT) meetings.~~

26 ~~5.2.3~~ WYS shall provide Crisis, Family, Group, and Individual counseling
27 services continuously throughout the term of this Agreement by appointment during FRC
28 operating hours. ~~WYS may also schedule evening hours at the request of~~ [Services for a minimum](#)

1 of two hundred fifty (250) sessions annually. A completed session of any modality shall be
 2 counted as one (1) session regardless of number of PARTICIPANTS.

3 ~~5.2.4~~5.2.2 ~~WYS shall provide Crisis counseling to a minimum of six (6)~~
 4 ~~individuals for a minimum of one (1) session per PARTICIPANT and a maximum of four (4)~~
 5 ~~sessions. Each~~A session shall be defined as a minimum of fifty (50) minutes in ~~duration or as~~
 6 ~~clinically indicated by the clinician and offered to PARTICIPANTS one (1) to three (3) times~~
 7 ~~weekly. Crisis counseling services shall address single or recurrent problem(s) which is~~
 8 ~~overwhelming or traumatic to the PARTICIPANT. Crisis counseling services shall include, but~~
 9 ~~are not be limited to: providing psychoeducation, helping PARTICIPANTS gain a better~~
 10 ~~understanding of their problem(s), challenging PARTICIPANTS irrational thoughts/beliefs about~~
 11 ~~the crisis situation, and encouraging PARTICIPANTS to use adaptive coping skills.~~ length.

12 ~~5.2.5~~ ~~WYS shall provide Family counseling to a minimum of ten (10)~~
 13 ~~unduplicated PARTICIPANTS for a minimum of six (6) sessions of counseling and a maximum~~
 14 ~~of twenty (20) sessions for each PARTICIPANT. Each session shall be a minimum of fifty (50)~~
 15 ~~minutes in duration or as clinically indicated by the clinician and offered to families on a weekly~~
 16 ~~basis. Family counseling shall focus on improving communication between family members,~~
 17 ~~learning new ways to manage anger and resolve problems, and strengthening relationships between~~
 18 ~~family members. Counseling sessions shall be tailored to meet the needs of each individual family~~
 19 ~~utilizing an evidence-based treatment model such as Functional Family Therapy, trauma-focused~~
 20 ~~cognitive behavioral therapy (TF-CBT) or other evidence-based or evidence informed treatment~~
 21 ~~models.~~

22 ~~5.2.3~~ ~~WYS shall provide~~ Counseling Services shall be held at the FRC, schools,
 23 or other mutually agreed upon community location, in an appropriate, private, and confidential
 24 space and ^{5.2.4.1} be provided to low income, high risk PARTICIPANTS who are not Medi-Cal eligible
 25 and who may be experiencing an immediate crisis that is disrupting their level of functioning.

26 5.2.4 Service Requirements per Modality:

27 Crisis Counseling Services: The duration of Crisis Counseling
 28 Services shall consist of a minimum of one (1) session and a maximum of three (3) sessions for

1 each PARTICIPANT experiencing a single or recurring traumatic event. Crisis Counseling
 2 Services shall provide a brief term therapeutic approach to include, but not be limited to, assessing
 3 the immediate crisis/trauma, helping the PARTICIPANT identify and develop coping strategies,
 4 identifying the factors that led to the crisis state, and restoring the PARTICIPANT to their previous
 5 level of functioning. CONTRACTOR shall complete a clinical assessment around level of crisis
 6 stabilization at the end of service and a transfer to additional counseling modalities may be offered
 7 as deemed necessary and clinically indicated.

8 Individual Counseling Services: CONTRACTOR shall provide
 9 Individual Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20)
 10 sessions, ^{5.2.4.2} for each PARTICIPANT. Individual Counseling sessions shall be offered to
 11 PARTICIPANTS on a weekly basis. PARTICIPANTS shall receive counseling services to
 12 strengthen their ability to improve individual functioning, explore healthy personal goal(s), and
 13 strengthen social-emotional growth. Individual Counseling Service topics shall include, but are
 14 not limited to: reducing risk of violence, exploring the cycle of abuse, self-control, parenting
 15 issues, victimization, depression, anxiety, social and communication skills, and self-care to cope
 16 with stress. Services shall include prevention and intervention, a psychosocial assessment and
 17 evaluation of the PARTICIPANT, and development of treatment goal(s) focused on needs and
 18 strengths of the PARTICIPANT. ^{5.2.4.3}

19 Family Counseling Services: CONTRACTOR shall provide
 20 Family Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20)
 21 sessions, for each FAMILY. Family Counseling sessions may be weekly or daily, based on
 22 PARTICIPANTS' needs. Family Counseling Services shall include, but not be limited to:
 23 assessing PARTICIPANT's needs; providing emotional support; stabilizing immediate crisis;
 24 developing ^{5.2.5.1, 5.2.4.4} goals for PARTICIPANTS; addressing parenting issues, cycle of abuse, and
 25 victimization; enhancing family dynamics; and making appropriate linkages to all needed
 26 treatment programs and social support systems.

27 Group ~~counseling services to~~ Counseling Services: The
 28 duration of Group Counseling Services shall consist of a minimum of ~~thirty (30) PARTICIPANTS.~~

1 ~~WYS shall provide eight (8) Group~~ four (4) group counseling series ~~on a weekly basis for~~ at a
 2 minimum of ninety (90) minutes each, with a six (6) week session minimum per series.
 3 PARTICIPANTS may join at any point in time and will be considered as having successfully
 4 completed group counseling after having attended six (6) sessions ~~each series. Each Group~~
 5 ~~counseling session shall be ninety (90) minutes in duration. Group sessions shall focus on specific~~
 6 ~~topics based on community input and will utilize elements of TF-CBT.~~ CONTRACTOR shall
 7 provide group counseling services in a variety of topics, as appropriate for the PARTICIPANTS,
 8 including ~~use of psychoeducation (e.g., teaching, but not limited to:~~ relaxation skills, cognitive
 9 coping skills, affect expression/ and regulation skills, and ~~cognitive coping skills) or other~~
 10 ~~evidence-based or evidence-informed modalities that apply to the community~~
 11 ~~needs.~~ psychoeducation.

12 ~~5.2.6 WYS shall provide Individual counseling services to a minimum of~~
 13 ~~twenty eight (28) PARTICIPANTS. Individual counseling sessions shall be: a minimum of four~~
 14 ~~(4) sessions and a maximum of twenty (20) sessions for each PARTICIPANT. Each session shall~~
 15 ~~be a minimum of fifty (50) minutes in duration or as clinically indicated by the clinician and~~
 16 ~~offered to PARTICIPANTS on a weekly basis. Individual counseling sessions shall ensure that~~
 17 ~~PARTICIPANTS learn new skills to help process thoughts and feelings related to traumatic life~~
 18 ~~events; manage and resolve distressing thoughts, feelings, and behaviors related to life events; and~~
 19 ~~enhance safety, growth, and parenting skills. WYS shall use a model based on TF-CBT and/or~~
 20 ~~other evidence based or evidence informed model to provide counseling services.~~

21 5.2.5 WYSCONTRACTOR shall provide counseling services during FRC
 22 operating hours. CONTRACTOR may also schedule evening hours at the request of the
 23 PARTICIPANTS.

24 ~~5.3~~ 5.2.75.2.6 CONTRACTOR shall provide qualified, bilingual
 25 ~~licensed/licensed eligible~~ Counselor staff as specified in Subparagraph ~~14.9~~15.4 of this Exhibit.
 26 Counselor staff and/or designee, as approved by ADMINISTRATOR, shall attend all FRC's CMT
 27 meetings.

28 Differential Response~~Family Support Services (IHA):~~

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

~~Increase families' follow-through with service providers.~~

~~Increase access to resources.~~

~~5.3.1.1~~ _____

~~Increase~~ 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;

~~5.3.1.1~~

~~5.3.1.2~~

~~Assess the family's needs, stabilize immediate crisis, and~~

increase coping skills and family cohesiveness; _____

~~5.3.1.3~~

~~Develop a treatment plan to address individual and family needs~~

~~5.3.1.4~~ _____

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

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

1 pastors/religious leaders as a long term support for family.

2 5.3.3 CONTRACTOR shall provide DR Services during FRC operating hours.

3 CONTRACTOR may also schedule evening hours at the request of the PARTICIPANTS.

4 Family Support Services

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

9 5.4.1 The objectives of Family Support Services are as follows:

10 Support effective coordination of services among service
11 providers:

12 ~~5.3.1.3 5.4.1.1~~ Assist in accessing resources so families may achieve
13 ~~economic~~ Promote knowledge of, and provide linkages, to resources, services, and opportunities to
14 improve self-sufficiency; and

15 5.4.1.3 ~~HHA~~ Support families in following through with recommended
16 services.

17 ~~5.3.2~~ 5.4.2 CONTRACTOR shall provide Family Support Services for a
18 minimum of one hundred eighty (180) unduplicated FAMILIES annually. Family Support
19 Services are those services ~~employing a case manager (e.g., Family Support Specialist)~~ responsible
20 for assessing the strengths and meeting the multiple needs of a ~~client~~ PARTICIPANT and family;
21 arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families;
22 and linking ~~clients~~ PARTICIPANTS to resources ~~and~~ services and opportunities. The Family
23 Support ~~Specialist~~ Advocate shall also teach and empower families to access community resources
24 and strengthen problem solving skills.

25 ~~5.3.3~~ 5.4.3 ~~HHA~~ CONTRACTOR shall provide Family Support Services
26 continuously throughout the term of this Agreement during FRC operating hours or on evenings
27 as required by ~~families~~ ~~HHA~~ FAMILIES. CONTRACTOR shall provide Family Support Services
28 for a minimum of thirty (30) days per FAMILY.

1 ~~5.3.4~~5.4.4 IHA CONTRACTOR shall ~~primarily~~ provide Family Support
2 Services in English and Spanish, primarily at the FRC, in family’s home, ~~at the FRC,~~ or at other
3 community locations as ~~needed with advance written approval~~agreed upon by
4 ADMINISTRATOR PARTICIPANT and FRC.

5 ~~5.3.5~~5.4.5 IHA CONTRACTOR shall provide qualified, bilingual Family
6 Support ~~Specialist~~Advocate staff as specified in Subparagraph ~~14.14~~15.5 of this Exhibit.

7 Foster and Adoptive Parent Recruiter (IHA):

8 ~~5.4.1~~ The objective of Foster and Adoptive Parent Recruitment services is to
9 ~~increase foster/adoptive awareness to prospective caregivers.~~

10 ~~5.4.2~~ IHA shall help promote, in collaboration with ADMINISTRATOR, the
11 need for foster and adoptive resources for children in need of a permanent home. Promotional
12 activities may include, but are not limited to: displaying media or printed material at the FRC,
13 promotion at community events/workshops, and distribution of flyers and other marketing
14 materials to local community residents.

15 ~~5.4.3~~ IHA shall distribute Foster and Adoptive Parent Recruitment flyers to a
16 minimum of two thousand (2,000) unduplicated PARTICIPANTS annually.

17 ~~5.4.4~~ Foster and Adoptive Parent Recruitment services shall be offered at a
18 minimum of four (4) recruitment events annually and throughout the term of this Agreement at the
19 FRC’s ongoing classes and workshops.

20 ~~5.4.5~~ IHA’s Foster and Adoptive Parent Recruitment Services shall address
21 only the following PSSF service category: APS.

22 ~~5.4.6~~ IHA shall provide qualified Foster and Adoptive Parent Recruiter staff
23 (i.e., FRC Coordinator and Information and Referral Specialist) as specified in Subparagraph ~~14.15~~
24 ~~5.5~~15.5 of this Exhibit.

25 ~~5.5~~
26 ~~5.5~~

27 FRC Case Management Team (WYS):

28 ~~5.5.1~~ The objectives of FRC Case Management Team (FRC CMT) services

are as follows:

Increase collaboration among Contractor Partner Agencies to effectively coordinate services.

Improve resource linkages.

~~Improve individual and family functioning.~~

~~5.5.1.1 — Decrease duplication of services.~~

~~5.5.1.2 — Build the capacity of communities and FRC to address~~

~~the needs of children and families.~~

~~5.5.1.4 —~~

~~5.5.2 — 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 and Non FaCT Funded Partner Agency(ies) 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 — WYS, in coordination with Contractor Partner Agencies, shall 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; and evaluating the outcome of services. FRC CMT services shall include, but not be limited to, the following components:~~

Assessment: The FRC CMT Clinical Supervisor, based

on input from the CMT, shall complete an assessment of families' strengths and needs and community resources available to PARTICIPANT.

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

Reassessment: The FRC CMT Clinical Supervisor and CMT shall reassess the 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 families.

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

5.5.4 — WYS and Contractor Partner Agencies shall provide FRC CMT services during FRC operating hours 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. WYS' CMT Clinical Supervisor, or licensed designee, shall facilitate FRC CMT meetings.

5.5.5 — WYS shall complete the FRC CMT Tracking and Outcomes Log and the required forms referenced in Subparagraph 4.8.

5.5.6 — WYS shall provide qualified FRC CMT Clinical Supervisor staff as specified in Subparagraph 14.17 of this Exhibit.

Information and Referral Services (IHA):

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

5.5.2 IHA CONTRACTOR shall provide Information and Referral Services for a minimum of twelve hundred (1,200) unduplicated PARTICIPANTS annually.

5.5.3 Services include an assessment of need and referral services.

1 including, but not limited to, the following: emergency housing, emergency food, ~~family~~
 2 ~~counseling and treatment~~, childcare, substance abuse counseling and treatment, parenting
 3 education, utility assistance, health and mental health treatment, education and job training, legal
 4 aid, and youth academic and recreation services. Information and Referral Specialist shall
 5 collaborate with other community agencies by receiving and referring ~~clients, which may include,~~
 6 ~~but not limited to 2-1-1 Orange County, Help Me Grow, etc~~ PARTICIPANTS.

7 ~~5.6.3~~ 5.5.4 Information and Referral Specialist shall be stationed at the FRC
 8 reception area as the first point of contact for walk-in and telephone/email inquiries during FRC
 9 operating hours. Information and Referral ~~Services shall be offered during FRC operating~~
 10 ~~hours~~ Specialist shall follow-up with linked service provider to verify linkages.

11 5.5.5 ~~HA~~ CONTRACTOR shall track Information and Referral Services using
 12 the FRC Daily Information and Referral Tracking Log to capture number of PARTICIPANTS
 13 served, PARTICIPANT zip code, mode of contact (e.g., phone call, walk-in, internet), and
 14 service(s) referred.

15 ~~5.6.4~~ 5.5.6 CONTRACTOR shall provide qualified, bilingual Information and
 16 Referral Specialist staff as specified in Subparagraph ~~14.20~~ 15.7 of this Exhibit.
 17 ~~5.7~~

18 Other: Legal Clinics (PLC):

19 ~~5.7.1~~ — The objective for Legal Clinics is to provide legal services to FRC
 20 PARTICIPANTS.

21 ~~5.7.2~~ — PLC shall provide Legal Clinic services for a minimum of one hundred
 22 eighteen (118) unduplicated PARTICIPANTS annually. Legal Clinic services shall include, but
 23 not be limited to: legal advice, assistance, counsel, intake and assessment, preparation and filing
 24 of legal documents such as Violence Against Women Act (VAWA), housing rights, immigration
 25 law, advocacy, and representation at court hearings.

26 ~~5.7.3~~ — PLC shall provide a minimum of sixteen (16) Legal Clinics. Each clinic
 27 shall be a minimum of three (3) hours in duration and shall be offered continuously throughout the
 28 term of this Agreement during FRC operating hours at dates and times convenient for
PARTICIPANTS.

~~5.7.4 — PLC shall provide qualified, bilingual Administrative Assistant and Attorney staff as specified in Subparagraphs 14.3 and 14.4 of this Exhibit.~~

Other: Legal Education Forums (PLC):

~~5.8.1 — The objective for Legal Education Forums is to address topics of concern (e.g., immigration, domestic violence, protection issues) to FRC PARTICIPANTS. Topics of concern shall be assessed by conducting outreach and education on these services as part of a comprehensive marketing plan developed and implemented by FRC staff.~~

~~5.8.2 — PLC shall provide Legal Education Forum services for a minimum of one hundred ten (110) unduplicated PARTICIPANTS annually. Legal Education Forum services shall include, but not be limited to, group education on legal topics such as the following: Violence Against Women Act applications, housing rights, immigration law, US court system, and how to effectively use the legal system for personal protection.~~

~~5.8.3 — PLC shall provide a minimum of three (3) Legal Education Forums annually. Each clinic shall be a minimum of two (2) hours in duration and shall be offered during FRC operating hours and on evenings as required by PARTICIPANTS, throughout the term of this Agreement.~~

~~5.8.4 — PLC shall provide qualified, bilingual Administrative Assistant and Attorney staff as specified in Subparagraphs 14.3 and 14.4 of this Exhibit.~~

Out-of-School-Time Youth Program (B&GCLH):

~~5.9.1 — The objectives of Out of School Time (OST) Youth Program are as follows:~~

~~5.9.1.2 — _____~~

~~5.9.1.3 — _____~~

~~Increase social connection amongst peers.~~

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

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

~~5.9.2 — B&GCLH shall provide OST Youth Program Services employing an evidence based curriculum known as Skills, Mastery, and Resistance Training (SMART) Moves Program for a minimum of seventy (70) unduplicated PARTICIPANTS annually. SMART Moves~~

~~Program services provides adolescents the tools needed to resist activities that could negatively impact their education and wellbeing using a team approach involving club staff, peer leaders, parents, and community representatives. SMART Moves Program services shall include, but not be limited to: discussion, role playing, practicing resistance and refusal skills, assertiveness development, strengthening decision making skills, analyzing media, peer influence, promoting abstinence from substance abuse and sexual involvement through the practice of responsible behavior, and providing refreshments and incentives (e.g., movie tickets, gift cards, etc.) to encourage attendance and participation.~~

~~5.9.3 B&GCLH shall provide shall provide SMART Moves Program services continuously throughout the term of this Agreement to children ages twelve to eighteen (12-18) during each academic school year and during FRC operating hours. B&GCLH shall provide a minimum of ten (10) one (1) hour weekly classes per series for a minimum four (4) series during each academic school year.~~

~~5.9.4 B&GCLH shall provide qualified OST Youth Program/Teen Coordinator staff as specified in Subparagraph 14.21 of this Exhibit.~~

~~5.10.5.6~~ Parenting Education (WYS):

~~5.10.1.1~~ 5.10.15.6.1 The objectives for Parent Education are as follows:

- ~~5.10.1.2~~ 5.10.15.6.1.2 ~~Increase~~Provide social support.;
- ~~5.10.1.3~~ 5.10.15.6.1.3 Enhance coping skills.;
- ~~5.10.1.4~~ 5.10.15.6.1.4 Improve knowledge of child development.;
- and
- Improve knowledge of appropriate and effective

discipline.

~~5.10.25.6.2 WYSCONTRACTOR shall utilize only an~~provide evidence-based ~~or evidence informed Parenting Education~~parenting curriculum ~~(e.g., Systematic Training for Effective Parenting and Love and Logic)~~as listed on the California Evidence Based Clearinghouse website (CEBC4CW.org). Elements of an effective parenting education program shall 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

1 skills (e.g., communication and stress management). As applicable, parenting education emphasis
 2 shall be placed on the prevention of recurrence of ~~child abuse~~maltreatment and/or shall address
 3 attachment, bonding, and traumatic loss issues. ~~Other Parent Education topics may include: parent~~
 4 ~~responsibilities, psychologically based behavior principles, importance of appropriate discipline~~
 5 ~~and support, self control, emotional regulation, difficulties inherent in co-parenting, child~~
 6 ~~development, open and honest communication, praise and acknowledgement, disruptive cycles of~~
 7 ~~inappropriate parenting, and healthy and supportive parenting.~~

8 ~~5.10.3~~5.6.3 ~~WYS~~CONTRACTOR shall provide Parenting Education services
 9 for a minimum of sixty (60) unduplicated PARTICIPANTS annually.

10 5.6.4 ~~WYS~~CONTRACTOR shall provide a minimum of ~~six (6)~~twelve (12)
 11 Parenting Education series annually ~~comprised~~. Frequency and length of ~~six (6) weekly classes~~
 12 ~~with a maximum of ten (10) PARTICIPANTS per class.~~ each parenting series will be based on
 13 selected evidence-based curriculum.

14 ~~5.10.4~~5.6.5 Parenting Education services shall be provided continuously during
 15 the term of this Agreement at dates and times convenient for PARTICIPANTS. Services shall be
 16 offered at the FRC, schools, and other community locations as needed and approved by
 17 ADMINISTRATOR. A minimum of one (1) class shall be offered at the FRC annually.

18 ~~5.10.5~~5.6.6 ~~WYS~~CONTRACTOR shall ensure completion of required
 19 paperwork when providing parenting education to PARTICIPANTS receiving child welfare
 20 services, including, but not limited to, verification of attendance, issuance of certificates of
 21 completion, and verbal and/or written reports to COUNTY ~~Social Workers~~social workers.

22 ~~5.10.6~~ ~~WYS shall provide qualified, bilingual Parenting Educator staff as~~
 23 ~~specified in Subparagraph 14.22 of this Exhibit.~~

24 ~~5.11.7~~ 5.6.7 CONTRACTOR shall provide parenting education in English and Spanish.

25 5.6.8 CONTRACTOR shall provide parenting instructors that are trained and
 26 certified to provide the selected evidence-based curriculum.

27 Personal Empowerment Program (Certified Domestic Violence Prevention
 28 and Treatment Education Program) ~~General and TLFR Participants (WTLC):~~

1 ~~5.11.1~~5.7.1 The objectives of Personal Empowerment Program (PEP) are as
2 follows:

3 ~~Increase~~ ~~victim's~~Raise awareness of the
4 ~~threat~~various types of domestic violence and its short~~/~~ and long term effects~~;~~:

5 Develop or enhance safety plan for domestic
6 violence victims~~;~~
~~5.11.1.1~~5.7.1.1

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

9 ~~5.11.1.3~~5.7.1.3 Increase victim's awareness on the various types of
10 ~~abuse.~~

11 ~~5.11.1.4~~ Promote safety and permanency in homes and
12 communities ~~through~~ prevention efforts aimed at child abuse and domestic violence.

13 5.7.2 CONTRACTOR shall provide PEP services to a minimum of forty-five (45)
14 unduplicated PARTICIPANTS annually.

15 ~~5.11.2~~5.7.3 PEP services shall be an evidence-based ten (10) week educational
16 support program designed to help victims break the cycle of domestic violence through education
17 on the dynamics of domestic violence, effects of violence on victims and their children, and to
18 help victims protect children who live in domestic violence homes. Topics shall include, but not
19 be limited to, safety planning, boundaries, anger management, legal aspects of domestic violence,
20 working through denial, and maintaining healthy relationships. ~~Services shall target the general~~
21 ~~community as well as COUNTY's TLFR population.~~

22 ~~5.11.3~~ ~~WTLC shall provide PEP services to a minimum of forty (40)~~
23 ~~unduplicated FRC PARTICIPANTS annually.~~

24 5.7.4 ~~WTLC~~CONTRACTOR shall provide PEP services continuously during the
25 term of this Agreement.

26 5.7.5 During the entire term of this agreement, PEP providers must be approved
27 by the PEP Program Collaborative of Orange County. ~~Each class shall be a minimum of two (2)~~
28 ~~hours in duration. WTLC shall provide~~

1 ~~5.11.4~~5.7.6 CONTRACTOR shall offer PEP services at the FRC and other
2 community locations at dates and times convenient for PARTICIPANTS ~~– and as approved by~~
3 ADMINISTRATOR.

4 5.7.7 ~~When~~ PEP instructors shall administer the FaCT-approved pre/post
5 measurement tools and enter the results into the FaCT database.

6 ~~5.11.5~~5.7.8 CONTRACTOR shall ensure completion of required paperwork
7 when providing PEP to PARTICIPANTS receiving child welfare services ~~to COUNTY’s TLFR~~
8 ~~population, WTLC shall also be required to include, including,~~ but not be limited to, verification
9 of attendance, issuance of certificates of completion, and verbal and/or written reports to
10 COUNTY ~~Social Workers~~ social workers.

11 ~~5.11.6~~ WTLC shall provide qualified, bilingual PEP Instructor staff as
12 ~~specified in Subparagraph 14.23 of this Exhibit. During the entire term of this agreement, PEP~~
13 ~~providers must be approved by the PEP Program Collaborative of Orange County.~~

14 ~~5.12~~ Time-Limited Family Reunification Family Fun Activities (IHA):

15 ~~5.12.1~~ The objectives of TLFR Family Fun Activities are as follows:

16 ~~5.12.1.1~~ Increase parent-child bonding.

17 ~~5.12.1.2~~ Provide a safe and enriching interactive environment for
18 TLFR families.

19 ~~5.12.2~~ In addition to PARTICIPANTS referenced in Paragraph 1, TLFR
20 ~~Family Fun Activities may also include children that are removed from their home and placed in~~
21 ~~a foster family home or a childcare institution and parents or primary caregiver of such a child, in~~
22 ~~order to facilitate the reunification of the child, safely and appropriately.~~

23 ~~5.12.3~~ IHA shall provide TLFR Family Fun Activities services for a minimum
24 ~~of sixteen (16) unduplicated families annually. TLFR Family Fun Activities shall include~~
25 ~~supervised and organized activities and events for children of parents and/or caregivers in the~~
26 ~~reunification process. Activities can include arts and cultural enrichment, education, and~~
27 ~~recreation to promote healthy parent-child bonding, quality time, and communication. In the event~~
28 ~~a parent is participating in monitored/supervised visitation while simultaneously participating in a~~

1 ~~Family Fun Activity, the SSA approved monitor or supervised visitation specialist must be present~~
2 ~~during the entire length of the Family Fun Activity.~~

3 ~~5.12.4 — IHA shall provide a minimum of two (2) TLFR Family Fun Activities~~
4 ~~(events) annually including, but not be limited to, the following: Halloween Party, Holiday Adopt-~~
5 ~~a Family, Spring Celebration, Movie Night, and Family Bonding Day. Events shall occur during~~
6 ~~evening or weekend hours.~~

7 ~~5.12.5 — IHA’s TLFR Family Fun Activities services shall address only the~~
8 ~~following PSSF category: TLFR.~~

9 ~~5.12.6 — IHA shall provide qualified TLFR Family Fun Activities Leader staff~~
10 ~~(e.g., FRC Coordinator and Information and Referral Specialist) as referenced in Subparagraph~~
11 ~~14.25 of this Exhibit.~~

12 DR Alcohol and Drug Counseling Service (IHA):

13 ~~5.13 — The objective of DR Alcohol and Drug Counseling Services is to ensure resources~~
14 ~~are available when alcohol and/or drug abuse~~ Other Services: Emergency Assistance

15 5.8.1 The objective of Emergency Assistance (EA) services is to help stabilize
16 FAMILIES in crisis due to the inability to meet their basic needs. Services shall include an
17 assessment of emergency needs. The assessment shall be completed by the Information and
18 Referral Specialist and include recommendation(s) to meet the emergency needs of the
19 PARTICIPANTS. Recommendations for use of EA funds shall be in accordance with
20 Subparagraph 1.1.1 of this Exhibit.

21 5.8.2 CONTRACTOR shall provide EA services to a minimum of thirty (30)
22 unduplicated FAMILIES annually, no more than one (1) time for each PARTICIPANT, during the
23 term of this Agreement. Allowable costs shall include, but not be limited to: emergency food,
24 emergency clothing, diapers, medicine, bus tickets to access services, safety items, one-time rent
25 payment assistance, and one-time utility payment assistance, as identified by FRC staff.

26 5.8.3 CONTRACTOR shall provide EA services during FRC hours of operation
27 or at dates and times convenient for the PARTICIPANT, and at locations approved by
28 ADMINISTRATOR.

1 Other Services: Legal Education Forums

2 5.9.1 The objective of Legal Education Forums services is to address legal topics
 3 of concern (e.g., immigration, domestic violence, and protection issues), as identified by FRC staff.
 4 Topics of concern shall be assessed by conducting outreach and education on these services as part
 5 of a comprehensive marketing plan developed and implemented by FRC staff.

6 5.9.2 CONTRACTOR shall arrange for the provision of Legal Education Forums
 7 to meet the needs of one hundred ten (110) unduplicated PARTICIPANTS annually. Legal
 8 Education Forums services shall include, but not be limited to: group education on legal topics,
 9 such as Violence Against Women Act applications, housing rights, immigration law, United States
 10 court system, and how to effectively use the legal system for personal protection.

11 5.9.3 CONTRACTOR shall ensure that a minimum of six (6) Legal Education
 12 Forums are provided annually. Each forum shall be a minimum of two (2) hours in duration and
 13 offered continuously throughout the term of this Agreement, during FRC operating hours, at dates
 14 and times convenience for PARTICIPANTS.

15 5.9.4 CONTRACTOR shall ensure that Legal Education Forums services are
 16 provided at locations approved by ADMINISTRATOR.

17 5.9.5 CONTRACTOR shall ensure that qualified attorney staff with expertise in
 18 the Legal Education Forums provide information on topics specified in Subparagraph 5.9.1 above.

19 Other Services: Legal Clinics

20 5.10.1 The objective of Legal Clinics services is to provide legal services for
 21 PARTICIPANTS.

22 5.10.2 CONTRACTOR shall ensure that Legal Clinics services are provided to a
 23 minimum of one hundred eighteen (118) unduplicated PARTICIPANTS annually in support of
 24 services as described herein. Services shall include, but not be limited to: legal advice, assistance,
 25 and counsel; intake and assessment; preparation and filing of legal documents; advocacy; and
 26 representation at court hearings.

27 ~~5.13.1~~ CONTRACTOR shall ensure that a minimum of sixteen (16) Legal
 28 Clinics are identified as impacting the safety of a child(ren) in the home and the PARTICIPANT

1 is willing to accept help with the problem.

2 5.13.2 — IHA, through a subcontract with The Gary Center (TGC), shall provide
3 DR Alcohol and Drug Counseling services for a minimum of thirty (30) unduplicated
4 PARTICIPANTS annually. DR Alcohol and Drug Counseling services is an all-inclusive program
5 and shall include, but is not limited to: DR Individual Alcohol and Drug Counseling; DR Relapse
6 Prevention Group Counseling and/or DR Group Alcohol and Drug Education; comprehensive
7 development of needs based, individualized treatment plan; and/or tools to maintain sobriety.

8 5.13.3 — IHA, through a subcontract with TGC, shall provide a minimum of
9 twelve (12) Individual DR Alcohol and Drug Counseling sessions fifty (50) minutes provided.
10 Each clinic shall be a minimum of three (3) hours in duration each and thirty eight (38) DR Alcohol
11 and Drug Group counseling sessions ninety (90) minutes in duration each. DR Alcohol and Drug
12 Counseling services shall include a minimum of six (6) random drug tests for each
13 PARTICIPANT. DR Alcohol and Drug Counseling services shall be offered continuously
14 throughout the term of this Agreement during FRC operating hours or at dates and times
15 convenient for PARTICIPANTS.

16 5.13.4 — IHA, through a subcontract with TGC, shall provide qualified Alcohol
17 and Drug Counselor staff as specified in Subparagraph 14.10 of this Exhibit.

18 DR Case Management Team (WYS):

19 5.14.1.1

5.14.1 — The objectives of DR CMT services are as follows:

20 5.14.1.2

21 Increase collaboration among Contractor Partner
Agencies on a weekly basis to effectively coordinate DR services.

22 5.14.1.3

23 5.14.1.4

24 Improve resource linkages for DR families.
Improve individual and family functioning for DR
families.

25 Decrease duplication of DR services.

26 5.14.2 — The DR CMT, which can be combined with FRC CMT, consists of an
27 integrated multidisciplinary team comprised of three (3) or more persons trained and
28 knowledgeable in providing DR CMT services. The DR CMT is responsible for identifying the

1 ~~educational, health, or social service needs of a child, and child's family; and for developing a plan~~
 2 ~~to address these multiple needs as identified in WIC section 18986.40. Participants of the DR~~
 3 ~~CMT shall include all Contractor Partner Agencies and Non-FaCT Funded Contractor Partner~~
 4 ~~Agency(ies) representatives that would benefit the family. In addition to the participation of the~~
 5 ~~Contractor Partner Agencies, local Miscellaneous Order Number 534.3 specifies that~~
 6 ~~multidisciplinary services team composition include at least two (2) members from the following:~~
 7 ~~Orange County Probation Department, Orange County Health Care Agency, Orange County~~
 8 ~~Department of Education, Regional Center of Orange County, North Orange County Regional~~
 9 ~~Occupational Program, and Orange County SSA.~~

10 ~~5.14.3 WYS shall coordinate with Contractor Partner Agencies to provide DR~~
 11 ~~CMT services for families who have been referred for DR services by SSA. Families referred~~
 12 ~~were reported to SSA with allegations that meet statutory definitions of child abuse or neglect at~~
 13 ~~low to moderate risk and have been assessed as likely to make needed changes to improve child~~
 14 ~~safety if provided targeted services.~~

15 ~~5.14.4 WYS and Contractor Partner Agencies shall jointly provide DR CMT~~
 16 ~~services for a minimum of seventy-five (75) unduplicated FAMILIES annually.~~

17 ~~5.14.5 WYS and Contractor Partner Agencies shall jointly provide DR CMT~~
 18 ~~services continuously throughout the term of this Agreement. DR CMT meetings shall be~~
 19 ~~scheduled a minimum of one (1) day per week for a minimum of one (1) hour in duration. If the~~
 20 ~~DR CMT meeting is combined with the FRC CMT meeting, the minimum combined duration of~~
 21 ~~the meeting shall be no less than two (2) hours. The DR CMT Clinical Supervisor shall facilitate~~
 22 ~~DR CMT meetings.~~

23 ~~5.14.6 WYS shall complete the DR CMT Tracking and Outcomes Log as well~~
 24 ~~as the required forms referenced in Subparagraph 4.8~~

25 ~~5.14.7 WYS shall provide qualified DR CMT Clinical Supervisor staff, as~~
 26 ~~specified in Subparagraph 14.11 of this Exhibit.~~

27 DR CMT Clinical Supervision (WYS):

28 ~~5.15.1 The objective of DR CMT Clinical Supervision is to ensure the quality~~

~~of DR CMT services at the FRC.~~

~~5.15.2 — WYS shall provide DR CMT Clinical Supervision services which shall include, but are not limited to: oversight and clinical supervision for DR CMT meetings at the FRC, case consultation, verification of laws of confidentiality, and ensuring that child and elder/dependent adult abuse reporting requirements are followed.~~

~~5.15.3 — WYS shall provide qualified licensed DR CMT Clinical Supervisor staff as specified in Subparagraph 14.11 of this Exhibit.~~

DR Family Support Services (IHA):

~~5.16.1 — The objectives of DR Family Support Services are as follows:~~

- ~~5.16 — Maintain children safely in the home.~~
- ~~5.16.1.1 — Reduce entry into the child welfare system.~~
- ~~5.16.1.2 — Support families in crisis.~~
- ~~5.16.1.3 — Work with SSA DR Social Workers and families in~~
- ~~5.16.1.4 — identifying resources which will protect children and preserve the family.~~

~~5.16.2 — IHA shall provide DR Family Support Services to PARTICIPANTS referred by SSA.~~

~~5.16.3 — IHA shall provide DR Family Support Services for a minimum of seventy five (75) unduplicated FAMILIES annually. DR Family Support Services are those services employing a case manager (e.g., Family Support Specialist) 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. 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 and implement an individualized, needs based, collaborative service plan, referrals to community resources as appropriate, linkage to assistance with service receipt, ongoing support, advocacy, case management, ongoing tracking, follow up with family, provide assistance in accessing community resources, work with County social worker(s) to ensure appropriateness of service plan~~

1 in meeting goals while protecting children, refer to DR-CMT, facilitate attendance, and include, at
2 the family's request, extended family, non family, and community leaders such as
3 pastors/religious leaders as a long term support for family.

4 5.16.4 ~~5.10.3~~ DR Family Support Services and shall be provided ~~provided~~ offered
5 continuously throughout the term of this Agreement, during FRC operating hours, at dates and on
6 evenings as required by times convenience for PARTICIPANTS. IHA shall provide DR Family
7 Support Services for a minimum of thirty (30) days per family.

8 5.16.5 ~~5.10.4~~ IHA CONTRACTOR shall primarily provide DR Family Support
9 Services in family's home, ensure Legal Clinics services are provided at FRC locations, and/or at
10 other community locations, to be approved in advance and in writing by ADMINISTRATOR.

11 5.16.6 IHA CONTRACTOR shall provide ensure that qualified, bilingual DR
12 Family Support Specialist staff as attorney staff with expertise in Legal Clinics services provide
13 the services specified in Subparagraph 4.12 of this Exhibit.

14 ~~5.17~~ DR In-Home Family Support (IHA):

15 5.17.1 The objectives of DR In-Home Family Support Services are as follows:

16 5.17.1.1 Address positive parenting skills, discipline, child
17 development, and child health and safety.

18 5.17.1.2 Assess family needs, stabilize immediate crisis, increase
19 coping skills and family cohesiveness, reduce exposure to violence, and improve communication
20 skills.

21 5.17.1.3 Coordinate resources and multiple service providers to
22 help prevent abuse and out-of-home placement.

23 5.17.2 IHA shall provide DR In-Home Family Support services for a minimum
24 of sixty (60) unduplicated FAMILIES annually. DR In-Home Family Support services shall
25 address: positive parenting skills, discipline, child development, child health and safety,
26 assessment of family needs, immediate crisis, increasing coping skills and family cohesiveness,
27 reducing exposure to violence, improving communication skills, parenting education, assistance
28 with receipt of identified needed services, effective communication skills, crisis stabilization,

~~Public Health nursing services as appropriate, information on safe harbors and emergency self/child protection as appropriate, and working with County Social Worker(s) to ensure appropriateness of service plan in meeting goals while protecting children.~~

~~5.17.3 — IHA shall provide a minimum of four (4) weeks and maximum of six (6) weeks of DR In Home Family Support per family DR In Home Family Support services shall be provided during FRC operating hours and on evenings as required by PARTICIPANTS, during the term of this Agreement.~~

~~5.17.4 — IHA shall primarily provide DR In Home Family Support Services in family’s home, at the FRC, or at other community locations as needed with advance written approval by ADMINISTRATOR.~~

~~5.17.5 — IHA shall provide qualified, bilingual DR In Home Family Specialist staff as specified in Subparagraph 14.13 of this Exhibit.~~

~~##~~

~~##~~

~~##~~

~~5.18 — DR PEP (Certified Domestic Violence Prevention and Treatment Education Program) (WTLC):~~

~~5.18.1 — The objectives of DR PEP are as referenced in Subparagraph 5.11.1.~~

~~5.18.2 — WTLC shall provide DR PEP services to PARTICIPANTS receiving DR services at the FRC.~~

~~5.18.3 — WTLC shall provide DR PEP services to a minimum of twenty (20) unduplicated PARTICIPANTS annually. DR PEP services shall meet the same criteria referenced in subparagraph 5.11.2.~~

~~5.18.4 — WTLC shall provide DR PEP services during the term of this Agreement at dates and times convenient for PARTICIPANTS.~~

~~5.18.5 — When providing DR PEP services, WTLC shall also be required to include, but not be limited to, verification of attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY Social Workers.~~

~~5.18.6 — WTLC shall provide qualified, bilingual PEP Instructor staff as specified in Subparagraph 14.23 of this Exhibit. During the entire term of this agreement, DR PEP providers must be approved by the PEP Program Collaborative of Orange County.~~

FS Family Support Services (IHA):

~~5.19.1 — IHA shall provide FS Family Support Services to the following: individuals and their families who are participating in the California Work Opportunity and Responsibility to Kids (CalWORKs) FS Program and are experiencing a crisis or situation that destabilizes the family and impairs the Welfare to Work (WTW) client's ability to meet WTW participation requirements.~~

~~5.19.2 — IHA shall provide FS Family Support Services for a minimum of fifty (50) unduplicated FAMILIES annually. FS Family Support Services shall focus on a family centered approach to address crisis issues causing barriers to WTW participation activities; serve as a support to families while in crisis; and provide assistance to PARTICIPANTS in accessing community resources.~~

~~5.19.3 — IHA shall provide FS Family Support Services continuously throughout the term of this Agreement during FRC operating hours or at dates and times convenient for PARTICIPANTS. IHA shall provide FS Services for a minimum of thirty (30) days.~~

~~5.19.4 — IHA shall provide Family Support Services in family's home, at the FRC, or at other community locations with advance written approval by ADMINISTRATOR.~~

~~5.19.5~~ 5.10.5 IHA shall provide qualified, bilingual FS Family Support Specialist staff as specified in Subparagraph 14.19 of this Exhibit 5.10.2 above.

6.1 ADDITIONAL CONTRACTOR RESPONSIBILITIES

In addition to providing the services described in Paragraph ~~5~~ 5 of this Exhibit ~~A~~, 6.16.2 CONTRACTOR agrees to:

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

Provide ADMINISTRATOR a bi-annual detailed marketing plan for each contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

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

5 ~~6.26.3 6.2.1 — Develop and maintain a Governance Structure document outlining~~
 6 ~~resource sharing, accountability, decision-making strategies, and a conflict resolution plan. The~~
 7 ~~Governance Structure shall include, but not be limited to, the addition and/or deletion of any~~
 8 ~~Contractor Partner Agencies, change of designated lead agent, ongoing community input and~~
 9 ~~involvement, principles of collaboration, and voting quorum (including what constitutes a~~
 10 ~~quorum).~~

11 ~~Develop a Community Engagement Advisory Committee~~
 12 ~~(CEAC) CONTRACTOR shall use EA funds to meet the basic needs of PARTICIPANTS in~~
 13 ~~support of services as described herein. Allowable costs include emergency food, emergency~~
 14 ~~clothing, diapers, medicine, bus tickets to access services, safety items, one-time rent payment~~
 15 ~~assistance, and one-time utility payment assistance. Other allowable costs are to be approved in~~
 16 ~~advance and in writing by ADMINISTRATOR. All purchases from EA funds in excess of one~~
 17 ~~hundred (\$100) dollars per PARTICIPANT must be requested in advance and in writing for~~
 18 ~~approval by ADMINISTRATOR. CONTRACTOR shall research available community resource~~
 19 ~~options prior to approving expenditures.~~

20 Develop a CEAC that shall meet a minimum of quarterly during the term of this
 21 Agreement. CEAC shall develop and advance a community agenda to affect community level
 22 change. The FRC will maintain a roster and a copy of minutes for all CEAC meetings. The
 23 composition of CONTRACTOR's CEAC shall vary, depending on the specific goals of, and the
 24 services to be provided by the FRC. CEAC shall consist of community members, such as parents,
 25 youths, teachers, school community liaisons, businesses professionals, religious community
 26 leaders, law enforcement, human and health service professionals, and city representatives. On an
 27 annual basis, CEAC shall assess, survey, and identify community strengths and needs to advocate
 28 for FRC services to meet community need ~~on an annual basis~~; develop parent and youth leadership;

1 and engage business community to provide tangible support and leadership. CEAC shall enlist
 2 broad community support and advocacy for the FRC by fundraising for the FRC and hosting
 3 events. A minimum of ~~one thousand~~ five hundred dollars (~~\$1,000~~ 500) shall be allocated to the
 4 CEAC within the FRC budget for the purposes of its members to use for planning events, and other
 5 activities as deemed necessary by the CEAC committee. ~~IHA~~ CONTRACTOR shall provide a
 6 qualified Community Engagement ~~Volunteer~~ Coordinator staff as specified in Subparagraph 15.3
 7 of this Exhibit.

8 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, and/or property.

11 ~~6.4.1~~ 6.6.1 ~~B&GCLH~~ CONTRACTOR shall provide ~~a minimum of four~~
 12 ~~hundred sixteen (416) hours annually to~~ child care services at the FRC to children of parents
 13 attending FRC programs during FRC operating hours, continuously throughout the term of this
 14 Agreement, at dates and times convenient for PARTICIPANTS. Allowable costs include direct
 15 childcare services and purchases of cleaning supplies, snacks directly related to childcare services,
 16 activities, age appropriate toys, crafts, and games. Childcare services shall be reimbursed based
 17 on actual hours worked. ~~B&GCLH shall provide qualified Childcare Worker staff as specified in~~
 18 ~~Subparagraph 14.5 of this Exhibit~~ CONTRACTOR shall provide Childcare staff that are at least
 19 eighteen (18) years of age; possess a high school diploma or equivalent; have one (1) year of
 20 childcare experience; possession of, or ability to obtain a valid Pediatric CPR and First Aid
 21 Certification prior to providing childcare duties; and ability to deal with stressful situations.

22 ~~CONTRACTOR shall use Emergency Assistance Funds to meet the basic needs of~~
 23 ~~a minimum of twenty (20) PARTICIPANTS annually in support of services as described herein.~~
 24 ~~Allowable costs include emergency food, emergency clothing, diapers, medicine, bus tickets to~~
 25 ~~access services, safety items, one-time rent payment assistance, and one-time utility payment~~
 26 ~~assistance. Other allowable costs are to be approved in advance and in writing by~~
 27 ~~ADMINISTRATOR. All purchases from Emergency Assistance Funds in excess of one hundred~~
 28 ~~(\$100) dollars per PARTICIPANT must be requested in advance and in writing for approval by~~

~~ADMINISTRATOR. CONTRACTOR shall research available community resource options prior to approving expenditures.~~

7. FACILITIES

La Habra FRC is located at:

~~301 W. Las Lomas Drive~~

501 South Idaho Street, Suite 330

7.1 La Habra, CA 90631

Administrative services under this Agreement shall be provided at La Habra FRC and:

7.2 Institute for Healthcare Advancement

501 ~~S.~~South Idaho Street, Suite 300 _____

La Habra, CA 90631

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 Agency(ies). 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.

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.

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:

~~8.2.3~~ 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.

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~~ ~~8.4.5~~ outcome reporting.

~~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.~~

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](#):

8.5.6 <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

~~8.6.7~~ 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.

~~8.6.8~~ 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.

The COUNTY measurement tools, referenced in Subparagraph ~~8.4.16~~ [of this Exhibit](#) are subject to change based on program and evaluation needs as defined by ADMINISTRATOR.

9. REPORTS

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

4 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the
 5 twentieth (20th) day of each month for the preceding month of services. In the event the twentieth
 6 (20th) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph 3.23.2
 7 of this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day.

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

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

14 10. GOALS AND OUTCOME OBJECTIVES

15 10.1 A minimum of ninety percent (90%) of counseling PARTICIPANTS will complete
 16 a pre and post-test.

17 10.2 Family Support Advocate shall make efforts to contact one hundred percent (100%)
 18 of PARTICIPANTS referred to CMT a minimum of three (3) business days prior to their scheduled

19 10.3 CMT to encourage attendance.

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

22 10.11. UTILIZATION REVIEW

23 CONTRACTOR and ADMINISTRATOR shall meet upon
 24 ADMINISTRATOR's request designee shall meet at CONTRACTOR's facility identified in
 25 Paragraph 7 of this Exhibit A least semi-annually to review and evaluate a random selection of
 26 PARTICIPANT family case records. The review shall may include, but is not limited to, an
 27 evaluation of the necessity, and appropriateness, and length of services provided. PARTICIPANT
 28 and length of services. FAMILY cases to be reviewed shall be randomly selected by

~~COUNTY~~ ADMINISTRATOR and may include both open and closed cases.

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 ^{11.2} corrective action accordingly.

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.~~ SUSTAINABILITY

~~11.12.1~~ CONTRACTOR agrees to demonstrate, throughout the term of this Agreement, the ability to integrate multiple public, private, and collaborative partner funding ~~sources.~~

CONTRACTOR must provide ~~measurable~~ measurable goals that demonstrate resource leveraging and in-kind partnerships and/or grants based on service gaps and ~~11.3.12.3~~ identified needs, specific to the community.

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;

1 ~~11.3.4~~12.3.4 Research of other public/private funding sources and opportunities;
 2 ~~11.3.5~~12.3.5 Pursuit of linkages with other partners, as appropriate; and,
 3 ~~11.3.6~~12.3.6 Development of marketing and community education materials as
 4 mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

5 CONTRACTOR agrees to cooperate in these efforts, as well as
 6 independently pursue opportunities to improve sustainability of their collaborative program.
 7 Independent activities may include activities identified above as well as grant writing and engaging
 8 ~~11.4~~12.4 in collaborative agreements with other integrated service initiatives.

9 ~~12.13.~~ MEETINGS AND TRAININGS:

10 CONTRACTOR shall ensure the FRC Coordinator participates in meetings
 11 of all FaCT FRC Coordinators for the purpose of information sharing, joint problem solving,
 12 ~~12.13.1~~ identification of Best Practices, development of common approaches to case management and
 13 intake, training, and other related matters. Meetings will occur a minimum of one (1) time per
 14 month. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
 15 meeting date(s) and location(s).

16 ~~12.2~~13.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff
 17 participates in all required trainings and/or meetings as identified by ADMINISTRATOR.
 18 ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
 19 ~~12.3~~13.3 training/meeting date(s) and location(s).

20 ~~12.4~~13.4 Trainings eligible for reimbursement through this Agreement must be
 21 approved in advance, in writing, by ADMINISTRATOR.

22 At the request of ADMINISTRATOR, CONTRACTOR shall attend
 23 trainings presented or sponsored by COUNTY.

24 ~~13.1~~14.1

25 ##

26 ##

27 ~~13.14.~~ BUDGET

28 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 \$~~538,540~~ 1,050,000.

~~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 13.9, ~~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.

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>\$ 345,000</u>	<u>\$ 345,000</u>	<u>\$ 345,000</u>
<u>Indirect Costs ⁽²⁾</u>	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>\$ 5,000</u>
<u>TOTAL MAXIMUM OBLIGATION:</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>	<u>\$ 350,000</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

1 that cannot be readily identified with a particular final cost objective.

2 For the purpose of meeting specific program needs, CONTRACTOR may
 3 request to reallocate funds between budgeted line items by utilizing a Budget Modification Request
 4 form provided by ADMINISTRATOR, which shall include a justification narrative specifying the
 5 purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact
 6 as applicable to the current and subsequent fiscal years. ~~13.3~~^{14.5} CONTRACTOR shall obtain advance
 7 written approval from ADMINISTRATOR for any Budget Modification Request prior to
 8 implementation. Failure to obtain advance written notice approval for any proposed Budget
 9 Modification Request may result in disallowance of reimbursement for those costs.

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

13 In the event the budget shown in Subparagraph ~~13.9~~^{14.4} of this Exhibit is
^{14.7}
 14 modified, the modified budget shall remain in effect for the remainder of the ~~contract term~~^{fiscal}
 15 year, unless superseded by subsequent budget modification(s) that have been approved in writing
 16 by ADMINISTRATOR. For example, if Budget Modification #1 is approved on ~~March~~^{August}
 17 15, ~~2016~~²⁰²⁰, the modified budget will remain in effect until Budget Modification #2 is requested
 18 and approved in writing. ~~The annual budget beginning on July 1st of each fiscal year shall be~~
 19 ~~identical to the most recently modified annual budget. Under no circumstances shall funds unspent~~
^{13.5}
 20 ~~in one fiscal year carry over to another fiscal year.~~

21 It is anticipated multiple budget modifications will occur during the term of this
 22 ~~Agreement. When appropriate, CONTRACTOR will delay submitting a Budget Modification~~
^{13.6}
 23 ~~Request until multiple changes can be incorporated into a single Budget Modification Request~~
 24 ~~versus submitting several Budget Modification Requests that include a single line item change.~~

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

~~attend events, etc.~~

~~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.~~

~~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.~~

~~13.8.1 — Consideration for an exception to the provision described in Subparagraph 13.7 will be considered on a case by case basis and shall be approved at the sole discretion of COUNTY.~~

~~13.9 — 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.~~

~~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:~~

~~13.10.1 — The CONTRACTOR is a governmental and/or public agency, and/or a single partner is providing more than fifty one percent (51%) of the total collaborative services.~~

~~13.11 — 13.10.2 — 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.~~

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

	<u>FTE⁽¹⁾</u>	<u>Hourly Maximum Rate⁽²⁾</u>	<u>Budget</u>
<u>SALARIES</u>			
<u>Institute for Health Care Advancement (IHA)⁽⁶⁾</u>			
Community Engagement Volunteer Coordinator (Sve. 6.1.4)	0.50	\$13.00	\$13,520
Family Support Specialist (Sve. 5.3)	1.00	19.38	40,310
FRC Coordinator (Sves. 5.4, 5.12)	1.00	33.30	69,264
Information and Referral Specialist (Sves. 5.4, 5.6, 5.12)	1.00	16.56	34,445
—SUBTOTAL IHA SALARIES:			\$157,539
IHA Benefits (19.71%) ⁽³⁾⁽⁴⁾			28,386
—SUBTOTAL IHA SALARIES AND BENEFITS:			\$185,925
<u>Boy & Girls Club of La Habra (B&GCLH)⁽⁶⁾</u>			
Childcare Worker (Sve. 6.2)	0.20	\$10.00	\$4,160
OST Leader/Teen Coordinator (Sve. 5.9)	0.20	14.91	6,203
—SUBTOTAL B&GCLH SALARIES:			\$10,363
B&GCLH Benefits (17.65%) ⁽³⁾⁽⁴⁾			1,829
—SUBTOTAL B&GCLH SALARIES AND BENEFITS:			\$12,192
<u>Women's Transitional Living Center (WTLC)⁽⁶⁾</u>			
Community Education Supervisor	0.10	\$20.31	\$4,224
PEP Instructor/Community Education Advocate (Sves. 5.11, 5.18)	0.25	16.00	8,320
—SUBTOTAL WTLC SALARIES:			\$12,544
<u>Public Law Center (PLC)⁽⁶⁾</u>			
Administrative Assistant (Sves. 5.7, 5.8)	0.10	\$18.25	\$3,796
Attorney (Sves. 5.7, 5.8)	0.20	23.56	9,399
—SUBTOTAL PLC SALARIES:			\$13,195
PLC Benefits (8.65%) ⁽³⁾			1,141
—SUBTOTAL PLC SALARIES AND BENEFITS:			\$14,336
<u>Western Youth Services (WYS)⁽⁶⁾</u>			
Clinical Supervisor (Sve. 5.1)	0.05	\$34.85	\$3,624
CMT Clinical Supervisor (Sve. 5.5)	0.10	34.85	7,249
Counselor (Sve. 5.2)	0.50	26.44	27,498
Parent Educator (5.10)	0.0375	26.44	2,062
Program Director	0.0125	45.64	1,187

1	— SUBTOTAL WYS SALARIES:	\$41,620
2	WYS Benefits (21%)⁽³⁾⁽⁵⁾	8,740
3	— SUBTOTAL WYS SALARIES AND BENEFITS:	\$50,360
4	<u>PARTICIPANT RELATED SERVICES AND</u>	
5	<u>EXPENSE</u>	
6	IHA CEAC	\$1,000
7	IHA Direct Service Expense	1,000
8	B&GCLH Direct Service Expense	502
9	WYS Direct Service Expense	<u>150</u>
10	— SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES:	\$2,652
11	<u>ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁶⁾</u>	
12	<u>SERVICES</u>	
13	PLC Independent Audit	150
14	WYS Independent Audit	180
15	<u>SUPPLIES</u>	
16	IHA Office Supplies	\$1,000
17	IHA Program Expense	1,000
18	WTLC Office Supplies	983
19	WYS Office Supplies	<u>150</u>
20	— SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:	\$3,463
21	<u>OPERATING EXPENSES⁽⁶⁾</u>	
22	IHA Mileage ⁽⁷⁾	\$500
23	IHA Staff Training	250
24	IHA Telephone/Internet	1,866
25	PLC Mileage ⁽⁷⁾	325
26	PLC Utilities	240
27	WTLC Mileage ⁽⁷⁾	300
28	WYS Insurance	225
29	WYS Mileage ⁽⁷⁾	300
30	WYS Staff Training	<u>150</u>
31	— SUBTOTAL OPERATING EXPENSES:	\$4,156
32	<u>INDIRECT COSTS</u>	
33	IHA Indirect Cost	\$9,993
34	WYS Indirect Cost	<u>4,379</u>
35	— SUBTOTAL INDIRECT COSTS:	\$14,372
36	— SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES,	
37	OPERATING	
38	— EXPENSES AND INDIRECT COSTS:	\$300,000

DIFFERENTIAL RESPONSE (DR) PROGRAM:DR SALARIES⁽⁶⁾Institute for Health Care Advancement (IHA)⁽⁶⁾

IHA DR Family Specialist (Svc. 5.16)	1.00	\$21.42	\$44,554
--------------------------------------	------	---------	----------

IHA DR Family Support Specialist (Svc. 5.17)	1.00	18.39	<u>38,251</u>
--	------	-------	---------------

— SUBTOTAL DR SALARIES:			\$82,805
-------------------------	--	--	----------

IHA DR Benefits (19.71%) ⁽³⁾⁽⁴⁾			<u>16,321</u>
--	--	--	---------------

— SUBTOTAL IHA DR SALARIES AND BENEFITS:			\$99,126
--	--	--	----------

Women's Transitional Living Center (WTLC)⁽⁶⁾

WTLC PEP Instructor/Community Education Advocate (Svc. 5.18)	0.175	\$16.00	<u>\$5,824</u>
---	-------	---------	----------------

— SUBTOTAL WTLC DR SALARIES AND BENEFITS:			\$5,824
--	--	--	---------

##

##

Western Youth Services (WYS)⁽⁶⁾

WYS DR CMT Clinical Supervisor (Svcs. 5.14, 5.15)	0.50	\$34.85	\$3,624
---	------	---------	---------

WYS DR Benefits (21%) ⁽³⁾⁽⁵⁾			<u>761</u>
---	--	--	------------

— SUBTOTAL WYS DR SALARIES AND BENEFITS:			\$4,385
---	--	--	---------

— SUBTOTAL ALL DR SALARIES AND BENEFITS:			\$109,335
--	--	--	-----------

DR Participant Related Services and Expense

IHA DR Alcohol and Drug Subcontractor (Svc. 5.13)			\$4,403
---	--	--	---------

IHA DR Direct Service Expense			1,000
-------------------------------	--	--	-------

IHA DR Emergency Assistance (Svc. 6.3)			<u>1,000</u>
--	--	--	--------------

— SUBTOTAL DR PARTICIPANTS RELATED SERVICES AND EXPENSE:			\$6,403
--	--	--	---------

DR ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁶⁾

IHA DR Office Supplies			\$500
------------------------	--	--	-------

IHA DR Program Expense			1,000
------------------------	--	--	-------

WYS DR Office Supplies			<u>200</u>
------------------------	--	--	------------

— SUBTOTAL DR ADMINISTRATIVE SERVICES AND SUPPLIES:			\$1,700
---	--	--	---------

DR OPERATING EXPENSES⁽⁶⁾

1	IHA DR Mileage ⁽⁷⁾			\$1,500
2	IHA DR Staff Training			500
3	IHA DR Telephone/Internet			1,866
4	WTLC DR Mileage ⁽⁷⁾			177
5	WYS DR Insurance			100
6	WYS DR Mileage ⁽⁷⁾			240
7	WYS DR Staff Training			100
8	— SUBTOTAL DR OPERATING EXPENSES:			\$4,483
9	 			
10	<u>DR INDIRECT COSTS</u>			
11	IHA DR Indirect Costs			\$3,079
12	— SUBTOTAL DR INDIRECT COSTS:			\$3,079
13	— SUBTOTAL DR SALARIES, ADMINISTRATIVE SERVICES SUPPLIES AND			
14	— OPERATING EXPENSES:			\$125,000
15	 			
16	<u>FAMILY STABILIZATION (FS) PROGRAM:</u>			
17	<u>FS SALARIES⁽⁶⁾</u>			
18	IHA FS Family Support Specialist (Svc. 5.19)	1.00	\$16.83	\$35,006
19	— SUBTOTAL FS SALARIES:			\$35,006
20	IHA FS Benefits (19.71%) ⁽³⁾⁽⁴⁾			6,900
21	— SUBTOTAL FS SALARIES AND BENEFITS:			\$41,906
22	 			
23	<u>FS Participant Related Services and Expense</u>			
24	IHA FS Family Stabilization Support Funds			\$56,541
25	— SUBTOTAL FS PARTICIPANTS RELATED SERVICES AND EXPENSE:			\$56,541
26	 			
27	<u>FS ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁶⁾</u>			
28	<u>SUPPLIES</u>			
29	IHA FS Computer and Printer			\$500
30	IHA FS Office Supplies			1,000
31	IHA FS Program Expenses			1,000
32	— SUBTOTAL FS ADMINISTRATIVE SERVICES AND SUPPLIES:			\$2,500
33	 			
34	<u>FS OPERATING EXPENSES⁽⁶⁾</u>			
35	IHA FS Internet/Telephone Expense			\$1,866
36	IHA FS Mileage ⁽⁷⁾			1,000
37	— SUBTOTAL FS OPERATING EXPENSES:			\$2,866
38	 			
39	<u>FS INDIRECT COSTS</u>			
40	IHA FS Indirect Cost			\$9,727

1	SUBTOTAL FS INDIRECT COSTS:	\$9,727
2	SUBTOTAL ALL FS PROGRAM SALARIES AND BENEFITS,	
3	PARTICIPANTS RELATED SERVICES AND EXPENSE,	
4	ADMINISTRATIVE SERVICES AND SUPPLIES, OPERATING	
5	EXPENSES AND INDIRECT COSTS:	\$113,540
6	SUBTOTAL ALL FRC, DR AND FS	
7	PROGRAMS:	\$538,540
8	— MAXIMUM COUNTY OBLIGATION	\$538,540

15. STAFF

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

<u>Position</u>	<u>FTE ⁽¹⁾</u>	<u>Maximum Hourly Rate ⁽²⁾</u>
<u>CMT Clinical Supervisor</u>	<u>0.15</u>	<u>\$33.43</u>
<u>Community Engagement Coordinator</u>	<u>0.50</u>	<u>\$16.86</u>
<u>Counselor</u>	<u>0.75</u>	<u>\$25.36</u>
<u>Family Support Advocate</u>	<u>2.00</u>	<u>\$22.00</u>
<u>FRC Coordinator</u>	<u>1.00</u>	<u>\$26.68</u>
<u>Information and Referral Specialist</u>	<u>1.00</u>	<u>\$15.64</u>

17. ⁽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.

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

19. ~~⁽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. IHA's overall benefit rate shall not exceed (19.71)% of actual salary expense claimed. BGCLH's overall benefit rate shall not exceed (17.65)% of actual salary expense claimed. PLC's overall benefit rate shall~~

1 not exceed ~~(8.65)% of actual salary expense claimed. WYS' overall benefit rate shall not exceed~~
 2 ~~twenty one percent (21)% of actual salary expense claimed. WTLC shall not claim any benefits.~~

3 ~~(4) The Salary and Benefit Worksheet submitted as part of the monthly invoice packet will~~
 4 ~~include an amount contributed to CONTRACTOR's liability account established specifically for~~
 5 ~~the purpose of funding vacation/sick time accrual payouts. Actual vacation/sick time expenditures~~
 6 ~~will be paid from the aforementioned liability account and will not be claimed through this~~
 7 ~~Agreement.~~

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

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

21 ~~14.115.1 (7) Mileage is limited to the amount allowed by Internal Revenue Service.~~

22 ~~14.1. STAFF~~

23 Recruitment Practices:

24 ~~14.1.1~~15.1.1 CONTRACTOR shall use a formal recruitment plan, which
 25 complies with ~~Federal~~federal and State employment and labor regulations. CONTRACTOR shall
 26 hire staff with the education, language skills, and experience necessary to appropriately perform
 27 all functions as described in this Agreement.

28 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.

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:~~

~~14.3~~ Administrative Assistant (PLC):

~~14.3.1~~ Duties: ~~Staff Legal Clinics, conduct intake on cases, assist attorneys in providing legal services, and coordinate efforts of volunteers providing legal services.~~

~~14.3.2~~ Qualifications: ~~Possess a valid California driver's license and good driving record, and own transportation and drivers insurance. Proficiency in English and bilingual in Spanish is required.~~

Attorney (PLC):

~~14.4.1~~ Duties: ~~Staff Legal Clinics, conduct intake on cases, provide legal services to FRC PARTICIPANTS, coordinate efforts of volunteers providing legal services, and supervise PLC Administrative Assistant staff.~~

~~14.4.2~~ Qualifications: ~~Eligible to practice law in California and member in good standing with the State Bar of California. Possess a valid California driver's license and good driving record. Proficiency in English and bilingual in Spanish is required.~~

Childcare Worker (B&GCLH):

1 ~~14.5.1 — Duties: Provide child care activities at the FRC to children of~~
2 ~~PARTICIPANTS attending FRC services, including childcare for DR and FS services if~~
3 ~~applicable, communicate with FRC Coordinator and agency supervisor, attend all required~~
4 ~~meetings and trainings, and complete required documentation.~~

5 ~~14.5.2 — Qualifications: College student with high school diploma or equivalent~~
6 ~~and one (1) year of childcare experience, including working with infants, ability to deal with~~
7 ~~stressful situations, and be creative and energetic. Proficiency in English is required and bilingual,~~
8 ~~based on community language need, is preferred.~~

9 CMT Clinical Supervisor (WYS):

10 ~~14.6.1 — Duties: Provide individual and group supervision as applicable, clinical~~
11 ~~14.6.1.2 supervision for counseling services, case consultation to FRC staff as needed, monitor cases, be~~
12 ~~available for crisis and clinical consultation as needed, review documents for clinical content,~~
13 ~~verify the laws of confidentiality, and ensure that child and elder/dependent adult abuse reporting~~
14 ~~are followed up on every case consult. Ensure accuracy of paperwork and data entered into the~~
15 ~~FaCT database and attend all required meetings and trainings.~~

16 15.2.1 Duties: A licensed clinician shall facilitate case management team group
17 process, ensure thorough assessment and linkages for families to resources, and ensure team and/or
18 staff members follow up on all mandated reporting requirements. Responsibilities include, but are
19 not limited to: verify and track attendance of required CMT members; ensure PARTICIPANT
20 confidentiality/release forms are signed by PARTICIPANT and CMT members; review the laws
21 of confidentiality and child and elder/dependent adult abuse reporting on an annual basis, and
22 ensure compliance for each case presented; ensure all CMT cases conferenced are multiple needs
23 cases (i.e., not just information and referral); facilitate weekly review of CMT cases, including a
24 thorough assessment of needs, treatment plan, follow up plan, and termination; provide and
25 coordinate ongoing cross-training to CMT on clinical training needs; ensure families are invited
26 to the CMT meetings; maintain weekly case logs and registration forms for each case conferenced
27 at CMT; complete standardized CMT assessment tools, ensuring COUNTY required CMT data is
28 accurately entered into FaCT database; and actively engage new collaborative partners and/or

other COUNTY agency representatives to conference cases that would benefit families.

~~14.6.2~~15.2.2 Qualifications: A Licensed Clinical Social Worker ~~(LCSW),~~
Marriage and Family Therapist ~~(MFT),~~ or Licensed Clinical Psychologist ~~and a.~~ A minimum of
~~two (2) years~~one (1) year of ~~clinical supervision~~group/meeting facilitation experience. ~~Proficiency~~
and proficiency in English is required.

Community Education Supervisor (WTLC):

~~14.7.1~~ Duties: ~~Oversee the PEP/Community Education Program for WTLC,~~
~~work with staff to ensure contract requirements are met, report any issues to WTLC Director and~~
~~fill in for direct services staff when needed.~~

~~14.7.2~~ Qualifications: ~~Minimum of four (4) years of supervisory experience,~~
~~completion of mandated forty (40) hour domestic violence training, completion of Child Abuse~~
~~and Reporting training and completion of PEP training. Proficiency in English, and bilingual,~~
~~based on community language need, is required.~~

15.3 Community Engagement ~~Volunteer~~Coordinator

The Community Engagement Coordinator ~~(HHA):~~shall not be a current member of
the CEAC.

~~14.7.3~~15.3.1 Duties: ~~Assist~~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. ~~Support~~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: ~~Bachelor's~~

Option One (1): An Associate's degree or sixty (60) college units in human
services or related field from an accredited college/university; ~~two (2) years of experience working~~

~~with at risk families and the community, including~~ one (1) year of experience, including leadership/supervisory experience; knowledge of public and private social, providing direct services agencies, community resourcesto 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

Option Two (2): Three (3) years of experience, including ~~Federal and State programs~~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, ~~and bilingual, based.~~ Based on community ~~language~~ need, ~~is preferred~~bilingual proficiency may be required.

Counselor ~~(WYS):~~

~~14.8~~15.4

~~14.8.1~~15.4.1 Duties: ~~Provide counseling services~~The counselor shall: provide therapy, including assessment, treatment planning, termination, and documentation. ~~Administer;~~ communicate applicable case related information to SSA staff, as requested; and complete FaCT ~~approved pre/post~~designated measurement tools and enter ~~results~~all required data into the FaCT ~~Database~~database.

~~14.8.2~~15.4.2 Qualifications: Licensed clinician; or ~~under an intern registered with the supervision of a licensed clinician or a qualified mental health professional under~~State of California Department of Consumer Affairs, Board of Behavioral Sciences (BBS). All interns must be receiving direct clinical supervision ~~including MFT Intern, Academy of Certified Social Workers with addition of Masters in Social Work Intern or MFT Trainee enrolled in an accredited~~ ~~graduate program under clinical supervision.~~ accordance with BBS requirements. Proficiency in ~~14.9~~15.5

English ~~and bilingual, based~~is required. Based on community ~~language~~ need, ~~is~~bilingual proficiency may be required.

DR Alcohol And Drug Counselor (TGC):

Family Support Advocate

1 ~~14.9.1~~ Duties: ~~Provide DR Alcohol and Drug Counseling services, telephone~~
 2 ~~assessment~~ Responsible for ~~new~~ serving all Family Support Services referrals, ~~crisis intervention as~~
 3 ~~needed, substance abuse intakes, complete all required documents, work with court mandated~~
 4 ~~programs.~~ Services shall include, but not limited to: assessing family strengths and needs; linkages
 5 to resources; case planning; in-home services; communicating applicable case related information
 6 to SSA staff, as ~~applicable, submit PARTICIPANT files for review, collect data for~~
 7 ~~FRC,~~ requested; compiling and ~~other duties as assigned.~~

8 ~~14.9.2~~ Qualifications: ~~Possess a valid State of California Substance Abuse~~
 9 ~~Treatment Certificate~~ maintaining records; preparing reports; presenting cases at CMT meetings;
 10 completing FaCT designated measurement tools and ~~a minimum of two (2) years of experienced~~
 11 ~~in working with children and families with alcohol and drug issues. Proficiency in English is~~
 12 ~~required and bilingual in Spanish preferred.~~

13 DR CMT Clinical Supervisor (WYS):

14 ~~14.10~~ 14.10.1 Duties: ~~Facilitate case management team group process, ensure~~
 15 ~~thorough assessment and linkages for families to resources, and ensure team and/or staff members~~
 16 ~~follow up on all mandated reporting requirements. Responsibilities include, but are not limited to:~~

17 ~~14.10.1.1~~ 14.10.1.1 Verify and track attendance of entering all ~~required DR~~
 18 ~~CMT members;~~ ~~14.10.1.2~~ 14.10.1.2 _____

19 ~~14.10.1.3~~ 14.10.1.3 Ensure PARTICIPANT confidentiality/release forms are
 20 signed by PARTICIPANT and DR CMT members;

21 ~~14.10.1.4~~ 14.10.1.4 Review the laws of confidentiality and child,
 22 ~~elder/dependent adult abuse reporting on an annual basis and ensure compliance for each case~~
 23 ~~presented;~~ ~~14.10.1.5~~ 14.10.1.5 _____

24 ~~14.10.1.6~~ 14.10.1.6 Ensure all DR CMT cases conferenced are multiple
 25 needs cases (i.e., not just information and referral);

26 Facilitate weekly review of DR CMT cases, including a
 27 thorough assessment of needs, treatment plan, and termination;

28 Provide and coordinate ongoing cross-training to DR

~~CMT on clinical training needs;~~

Ensure families are invited to the DR CMT meetings;

Maintain a binder of weekly case logs and registration forms for each case conferenced at DR CMT;

Complete standardized DR CMT assessment tools, ~~ensuring COUNTY required DR CMT data is accurately entered into FaCT database; and~~

Actively engage new collaborative partners and/or other COUNTY agency representatives to conference cases that would benefit families.

~~14.10.2 Qualifications: LCSW, MFT, or Licensed Clinical Psychologist. A minimum of one (1) year of group/meeting facilitation experience is preferred. Proficiency in English is required.~~

##

DR Family Support Specialist (IHA):

~~14.11 14.11.1 15.5.1 Duties: Provide DR Family Support Services; assess family's needs; provide one-on-one support; assist families in crisis to access resources to meet needs; provide referrals, advocacy, and case management to families in the home, FRC and/or other locations; participate in DR CMT meetings; assist families with completion of paperwork or forms; coordinate information for PARTICIPANT referrals; ensure families are able to access services; and service plan goals are attained; follow up with families as needed; perform home, school, and other community site visits as needed; work closely with Contractor Partner Agencies and SSA Social Workers; coordinate with other service providers providing services to families; compile, prepare, and submit data and reports as required by County; maintain records; collect and input data into the FaCT database; and attend 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, knowledge of child welfare system, and two (2) years of experience working directly with families in crisis and the community is preferred. Proficiency in English is required and bilingual, based. Based on community language need, is bilingual proficiency may be

1 required; or

2 DR In-Home Family Specialist (IHA):

3 ~~14.12.1—Duties: Provide DR In-Home Family Support Services, individualized,~~
 4 ~~need-based services in the family's home; parent education and support; resource brokering;~~
 5 ~~coordinate with multiple service providers to prevent abuse and out of home placement; provide~~
 6 ~~14.12.1.1 DR crisis intervention including assessment and stabilization of immediate crisis and resource~~
 7 ~~linkage; prepare and submit data and reports as required by ADMINISTRATOR; collect and input~~
 8 ~~data into FaCT database; and attend all required meetings and trainings.~~

9 ~~14.12.2—Qualifications: Bachelor's degree (Master's degree preferred) in social~~
 10 ~~work or related field from an accredited university; knowledge of child welfare system; two (2)~~
 11 ~~years of experience working directly with children and families; possess excellent verbal and~~
 12 ~~written communication skills; and ability to work in a multicultural environment. Proficiency in~~
 13 ~~English is required and bilingual, based on community language need, is required.~~

14 ~~14.13~~ Family Support Specialist (IHA):

15 ~~Duties: Assess needs and assist families to access resources to meet those needs, including court~~
 16 ~~ordered families to facilitate family reunification; case planning; compile and maintain records;~~
 17 ~~prepare reports; present cases~~ Option Two (2): A minimum of three (3) years of experience
 18 providing direct services to the target population. Proficiency in English is required. Based on
 19 15.6
 20 community need, bilingual proficiency may be required.

21 FRC Coordinator

22 ~~14.13.1—Duties: FRC Coordinator's work schedule shall be consistent with FRC~~
 23 ~~operating hours and their workspace shall be located at CMT meetings; complete FaCT-approved~~
 24 ~~assessment tools; data entry into FaCT-approved database; and attend all required meetings and~~
 25 ~~trainings.~~

26 ~~14.13.2—Qualifications: A minimum of five (5) years of experience working~~
 27 ~~directly with families in crisis and the community and knowledge of the child welfare system.~~
 28 ~~Bachelor's degree in human services is preferred. Proficiency in English and bilingual, based on~~
 community language need, is required.

Foster and Adoptive Parent Recruiter (IHA):

~~14.14.1 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.~~

~~14.14.2 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. Proficiency in English and bilingual, based on community language need, is required.~~

FRC CMT Clinical Supervisor (WYS):

~~14.15.1 Duties: 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:~~

~~14.15.1.1 Verify and track attendance of required [the](#) FRC-CMT members;~~

~~14.15.1.2 Ensure PARTICIPANT confidentiality/release forms are signed by PARTICIPANT and FRC CMT members;~~

~~14.15.1.3 Review the laws of confidentiality and child, elder/dependent adult abuse reporting on an annual basis and ensure compliance for each case presented;~~

~~14.15.1.4 Ensure all FRC CMT cases conferenced are multiple needs cases (i.e., not just information and referral);~~

~~14.15.1.5 Facilitate weekly review of FRC CMT cases, including a thorough assessment of needs, treatment plan, and termination;~~

~~14.15.1.6 Provide and coordinate ongoing cross-training to FRC CMT on clinical training needs;~~

~~14.15.1.7 Ensure families are invited to the FRC CMT meetings;~~

~~14.15.1.8 Maintain a binder of weekly case logs and registration forms for each case conferenced at FRC CMT;~~

Complete standardized FRC CMT assessment tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT database; and

Actively engage new collaborative partners and/or other COUNTY agency representatives to conference cases that would benefit families.

~~14.15.1.0~~
~~14.15.2~~ Qualifications: LCSW, MFT, or Licensed Clinical Psychologist. A minimum of ~~one (1) year of group/meeting facilitation experience is preferred.~~ Proficiency in English is required.

FRC Coordinator (IHA):

~~14.16.1~~ 15.6.1 Duties: Perform a variety of administrative functions, including: ~~coordinate service providers; supervise FRC staff; oversee the day-to-day operation of the FRC operations; compile statistical and financial data for various reports; facilitate CEAC community involvement in the CEAC; coordinate governance and policy procedure development; coordinate staff 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; respond to address public inquires on FRC 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; collaborate with the COUNTY in promoting Foster/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~~ 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 two (2) years of experience ~~working with at risk families and the community; knowledge of the child welfare system~~ providing direct services to the target population; capable of relating well to individuals

1 from diverse backgrounds, cultures, varied income, and education levels; leadership and/or
 2 supervisory experience ~~in management~~; ability to work successfully in a collaborative
 3 environment; attention to detail; and computer competency. Proficiency in English is required ~~and~~
 4 ~~bilingual, based.~~ Based on community ~~language~~-need, ~~is preferred.~~ bilingual proficiency may be
 5 required; or

6 FS Family Support Specialist (IHA):

7 ~~14.17.1 Duties: Provide FS Family Support Services; assess PARTICIPANT's~~
 8 ~~needs; provide one on one support; assist families in crisis to access resources to meet needs;~~
 9 ~~attend and participate in CMT meetings; assist PARTICIPANTS with the completion of necessary~~
 10 ~~paperwork or forms; coordinate information for PARTICIPANTS referrals; ensure~~
 11 ~~PARTICIPANTS are able to access services; follow up with PARTICIPANTS, as needed; perform~~
 12 ~~home, school, or other community site visits, as needed; work closely with Contractor Partner~~
 13 ~~Agencies and SSA Social Workers; coordinate with other service providers providing services to~~
 14 ~~PARTICIPANTS; compile, prepare, and submit data and reports as required by COUNTY;~~
 15 ~~maintain records; and attend all required meetings and trainings.~~

16 ~~14.17.2 Qualifications: Bachelor's degree in human services or related field~~
 17 ~~from an accredited university, knowledge of the child welfare system, and two (2) years of~~
 18 ~~experience working directly with families in crisis and the community is preferred. Proficiency in~~
 19 ~~English is required and bilingual, based on community language need, is preferred.~~

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

26 Information and Referral Specialist (IHA):

27 ~~14.18.1~~ 15.7.1 Duties: Responsible for responding to walk-in, call-in, and referred
 28 ~~families~~ PARTICIPANTS seeking community resources. Assess

~~PARTICIPANT's~~PARTICIPANTS's immediate needs and make referrals to appropriate resources. Administer FaCT-approved ~~measurement~~tracking tool and enter results into the FaCT database.—~~Collaborate with COUNTY and FRC Coordinator in promoting at community events/workshops and other local community events and in collaboration with COUNTY, the need for foster and adoptive resources for children in need of a permanent home.~~

~~14.18.2~~15.7.2 Qualifications: High school diploma or equivalent ~~(bachelor's degree in human services or related field preferred);~~, one (1) year of ~~experience working directly with families in crisis, knowledge of local resources, excellent~~ customer service ~~skills~~experience working directly with the public, and computer competency: (i.e., knowledge and ability to use computers and related technology). Proficiency in English ~~and is required. Based on community need, bilingual, based on community language need, is~~ proficiency may be required. _____

OST Leader (B&GCLH):

~~14.19~~ ~~14.19.1~~ Duties: ~~Provide supervision and Out of School Time activities to children and youth based on community need, monitor attendance, and ensure the health and safety of the children is maintained at all times. Coordinate and communicate with FRC Coordinator, attend all required meetings, administer FaCT-approved measurement tools, and enter results into the FaCT-approved database.~~

~~14.19.2~~ Qualifications: High school diploma or equivalent, twelve (12) units of child development or related course work, and one (1) year of experience working with children ~~is required. Proficiency in English is required, and bilingual, based on community language need, is preferred.~~

Parenting Educator (WYS):

~~14.20.1~~ Duties: ~~Teach parenting education classes, administer FaCT-approved pre/post measurement tools, and enter the results into FaCT database.~~

~~14.20.2~~ Qualifications: Possess twelve (12) units of college education in child development, psychology, sociology, social work, or a 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 curriculum. ~~Proficiency in English and bilingual,~~

1 based on community need, is required.

2 PEP Instructor (WTLC):

3 14.21.1 Duties: Provide and instruct PEP services, administer FaCT-approved
4 pre/post measurement tools, and enter results into the FaCT database.

5 14.21.2 Qualifications: Possess a minimum of three (3) years of experience
6 14.21 _____ working with domestic violence families, forty (40) hours of Domestic Violence Prevention
7 training, eight (8) hours of Child Abuse Prevention and Reporting Training, and completion of
8 Personal Empowerment Program Training. A valid Domestic Violence Advocate Certificate is
9 required. Proficiency in English and bilingual, based on community language need, is required.

10 Program Director (WYS):

11 14.22 _____ 14.22.1 Duties: Responsible for overseeing all WYS services contracted with
12 FaCT, supervising WYS FaCT-contracted staff, completing required reports and documentation,
13 and attending all required meetings.

14 14.22.2 Qualifications: Licensed clinician or Psychologist and a minimum of
15 two (2) years post licensure experience. Maintain current California licensure and abide by Board
16 of Behavioral Sciences and/or Board of Psychology ethical standards; experience in administration
17 of mental health services; strong preference for administering multidisciplinary mental health
18 services; ability to provide competent and clear direction and leadership; experience in working
19 with allied professionals including COUNTY and FRC staff; and an extensive working knowledge
20 of clinical standards of child abuse reporting and program development. Proficiency in English is
21 required.

22 TLFR Family Fun Activities Leader (IHA):

23 14.23.1 Duties: Provide supervision and TLFR Family Fun Activities to
24 children and youth in the reunification process, monitor attendance, and ensure the health and
25 safety of the children is maintained at all times. Coordinate events with FRC Coordinator, attend
26 all required meetings, administer FaCT-approved measurement tools, and enter results into the
27 FaCT-approved database.

28 14.23.2 Qualifications: A minimum of twelve (12) units of college education in

