

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
6 AND
7 CHILD GUIDANCE CENTER
8 AND
9 ORANGE COUNTY THERAPEUTIC ARTS CENTER
10 AND
11 THE RAISE FOUNDATION
12 AND
13 WESTERN YOUTH SERVICES
14 AND
15 WOMEN'S TRANSITIONAL LIVING CENTER, INC.
16 FOR THE PROVISION OF
17 SERVICES PROMOTING SAFE AND STABLE FAMILIES
18

19 THIS AGREEMENT, entered into this 1st day of July 1, 2015, which date is
20 particularized for purpose of reference only, is by and between the COUNTY OF
21 ORANGE, hereinafter referred to as "COUNTY," and Children's Bureau of Southern
22 California, a California non-profit corporation; Child Guidance Center, Inc., a
23 California non-profit corporation; Orange County Children's Therapeutic Arts
24 Center, a California non-profit corporation; The Raise Foundation, a
25 California non-profit corporation; Western Youth Services, a California non-
26 profit corporation; Women's Transitional Living Center, Inc., a California
27 non-profit corporation; hereinafter collectively referred to as "ANAHEIM
28 HARBOR FAMILY RESOURCE CENTER" or "CONTRACTOR." Children's Bureau of Southern

1 California, Child Guidance Center, Inc., Orange County Children's Therapeutic
2 Arts Center, The Raise Foundation, Western Youth Services, and Women's
3 Transitional Living Center, Inc., may each also be referred to as "Contractor
4 Partner Agencies." This Agreement shall be administered by the County of
5 Orange Social Services Agency Director or designee, hereinafter referred to as
6 "ADMINISTRATOR."

7
8 W I T N E S S E T H:

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

18 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
19 services Promoting Safe and Stable Families in Orange County; and

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

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

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

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1. TERM

The term of this Agreement shall commence on July 1, 2015, and terminate on June 30, 2020, unless earlier terminated pursuant to the provisions of Paragraph 43 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 unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

3. STATUS OF CONTRACTOR

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

3.2 CONTRACTOR, its agents, 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 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
2 and supplies as described in the Exhibit "A" to the Agreement between County
3 of Orange and Anaheim Harbor Family Resource Center (FRC), for the Provision
4 of Services Promoting Safe and Stable Families Services, attached hereto and
5 incorporated herein by reference. CONTRACTOR shall operate continuously
6 throughout the term of this Agreement with the number and type of staff
7 described and as required for provision of services hereunder.

8 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
9 may require changes in staffing allocations to reflect current workload
10 demands or service needs as long as COUNTY's maximum obligation as set forth
11 in this Agreement is not exceeded.

12 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
13 appropriate staff to attend an orientation session and subsequent training
14 sessions given by COUNTY.

15 5. LICENSES AND STANDARDS

16 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
17 required by the laws of the United States, State of California, County of
18 Orange and all other appropriate governmental agencies to perform the services
19 described in this Agreement, and agrees to maintain these licenses and permits
20 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
21 that its employees shall conduct themselves in compliance with such laws and
22 licensure requirements including, without limitation, compliance with laws
23 applicable to sexual harassment and ethical behavior.

24 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
25 unless waived in whole or in part by ADMINISTRATOR, with all applicable
26 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
27 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
28 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all

1 applicable laws and regulations of the United States, State of California,
2 County of Orange Social Services Agency and all administrative regulations,
3 rules and policies adopted thereunder as each and all may now exist or be
4 hereafter amended.

5 5.2.1 For Federally funded Agreements in the amount of \$25,000
6 or more, CONTRACTOR certifies that its officers and/or principals are not
7 debarred or suspended from Federal financial assistance programs and/or
8 activities.

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

14 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

15 6.1 Delegation and Assignment:

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

25 6.2 Subcontracts:

26 CONTRACTOR shall not subcontract for services under this Agreement
27 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
28 in writing to a subcontract, in no event shall the subcontract alter, in any

1 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must
2 be in writing and copies of same shall be provided to ADMINISTRATOR.
3 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
4 require.

5 6.2.1 Subcontracts of \$25,000 or less:

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

14 6.2.2 Subcontracts in excess of \$25,000:

15 CONTRACTOR shall develop and submit for approval to
16 ADMINISTRATOR a system for the procurement of subcontracts with any
17 organization in which the total cumulative cost of services provided by any
18 single organization is anticipated to exceed twenty-five thousand dollars
19 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed
20 procurement system shall take into consideration such factors as: degree of
21 price competition; pricing policies and techniques; experience and quality of
22 service; methods of evaluating subcontractor responsibility; relationship of
23 subcontractor to CONTRACTOR; and planning, award, and post-award management of
24 subcontracts, including internal audit procedures and monitoring of
25 subcontractor's performance until completion of services.

26 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
27 procurement system, CONTRACTOR shall comply with such procurement system in
28 obtaining subcontracts with a total cost in excess of twenty-five thousand

1 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR
2 shall obtain ADMINISTRATOR's written consent prior to entering into a
3 subcontract with any organization when the total cumulative cost of services
4 to be provided by that organization is anticipated to exceed twenty-five
5 thousand dollars (\$25,000) during the term of this Agreement.

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

12 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

13 7.1 Form of Business Organization:

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

18 7.1.1 The form of CONTRACTOR's business organization, i.e.,
19 proprietorship, partnership, corporation, etc.

20 7.1.2 A detailed statement indicating the relationship of
21 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
22 individual.

23 7.1.3 A detailed statement indicating the relationship of
24 CONTRACTOR to any subsidiary business organization or to any individual who
25 may be providing services, supplies, material or equipment to CONTRACTOR or in
26 any manner does business with CONTRACTOR under this Agreement.

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1 7.2 Change in Form of Business Organization:

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

9 7.3 Real Property Disclosure:

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

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

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

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

23 7.3.3.1 The term duration of any rental, lease or
24 license agreement;

25 7.3.3.2 The amount of monetary consideration to be paid
26 to the lessor or licensor over the term of the rental, lease or license
27 agreement;

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1 7.3.3.3 The type and dollar value of any other
2 consideration to be paid to the lessor or licensor; and

3 7.3.3.4 The full names and addresses of all parties to
4 any agreement concerning the real property and a listing of liens (if any)
5 thereof, together with a listing by full names and addresses of all officers,
6 directors and stockholders of any private corporation, and a similar listing
7 of all general and limited partners of any partnership which is a party.

8 7.3.4 A listing by full names of all of CONTRACTOR's officers,
9 directors and/or partners, members of its administrative and advisory boards,
10 staff and consultants, who have any family relationship by marriage or blood
11 with a party to any agreement concerning real property referred to in
12 Subparagraph 7.3.3, immediately above, or who have any present or future
13 financial interest in such person's business, whether the entity concerned is
14 a corporation or partnership. Such listing shall also include the full names
15 of all of CONTRACTOR's officers, directors, partners and those holding a
16 financial interest. Included are members of its advisory boards, members of
17 its staff and consultants, who have any family relationship by marriage or
18 blood to an officer, director, or stockholder of the corporation or to any
19 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
20 also indicate the names of the officers, directors, stockholders, or
21 partner(s), as appropriate, and the family relationship which exists between
22 such person(s) and CONTRACTOR's representatives listed.

23 7.3.5 True and correct copies of all agreements with respect to
24 any such real property shall be appended to the affidavit described above and
25 made a part thereof. If, during the term of this Agreement, there is a change
26 in the agreement(s) with respect to real property where persons receive
27 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
28 describing such changes.

8. NON-DISCRIMINATION

8.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected group in accordance with the requirements of all applicable Federal or State laws.

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

8.3 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 et seq.

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

8.5 Non-Discrimination in Employment:

8.5.1 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 or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

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

California Department of Social Services

Public Inquiry and Response Bureau

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

Sacramento, CA 94244-2430

Telephone: (800) 952-5253

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

8.6 Non-Discrimination in Service Delivery:

8.6.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal 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 agency for further compliance action and enforcement of Subparagraph 8.6 et seq.

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

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

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322
San Francisco, CA 94102

9. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
500 N. State College Blvd.
Orange, CA 92868-1600

CONTRACTOR: Anaheim Harbor Family Resource Center
c/o Children's Bureau of Southern California
50 S. Anaheim Blvd., Suite 241
Anaheim, CA 92805-2900

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

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the

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

12 12. INSURANCE

13 12.1 Prior to the provision of services under this Agreement,
14 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
15 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
16 endorsements required herein, necessary to satisfy COUNTY that the insurance
17 provisions of this Agreement have been complied with, and to keep such
18 insurance coverage and the certificates therefore on deposit with
19 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall
20 ensure that all subcontractors performing work on behalf of Contractor
21 pursuant to this Agreement shall be covered under Contractor's insurance as an
22 Additional Insured or maintain insurance subject to the same terms and
23 conditions as set forth herein for Contractor. Contractor shall not allow
24 subcontractors to work if subcontractors have less than the level of coverage
25 required by County from Contractor under this Agreement. It is the obligation
26 of Contractor to provide notice of the insurance requirements to every
27 subcontractor and to receive proof of insurance prior to allowing any
28 subcontractor to begin work. Such proof of insurance must be maintained by

Contractor through the entirety of this Agreement for inspection by County representative(s) at any reasonable time.

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

12.3 All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

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

12.5 Qualified Insurer:

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

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

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

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<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Children's Bureau of Southern California (CB); Child Guidance Center, Inc., (CGC); Orange County Children's Therapeutic Arts Center (OCCTAC); The Raise Foundation (RF) and Western Youth Services (WYS); and Women's Transitional Living Center, Inc. (WTLC)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	CB, CGC, OCCTAC, RF, WYS and WTLC
Workers' Compensation	Statutory	CB, CGC, OCCTAC, RF, WYS and WTLC
Employer's Liability Insurance	\$1,000,000 per occurrence	CB, CGC, OCCTAC, RF, WYS and WTLC
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	CB and CGC
Sexual Misconduct Liability	\$1,000,000 per occurrence	CB, CGC, OCCTAC, RF, WYS and WTLC

12.8 Required Coverage Forms:

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

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

12.9 Required Endorsements:

1 12.9.1 Commercial General Liability policy shall contain the
2 following endorsements, which shall accompany the Certificate of Insurance:

3 12.9.1.1 An Additional Insured endorsement using ISO form
4 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
5 its elected and appointed officials, officers, employees, agents as Additional
6 Insureds.

7 12.9.1.2 A primary non-contributing endorsement
8 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
9 insurance maintained by the County of Orange shall be excess and non-
10 contributing.

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

15 12.11 CONTRACTOR shall notify County in writing within thirty (30) days
16 of any policy cancellation and ten (10) days for non-payment of premium and
17 provide a copy of the cancellation notice to County. Failure to provide
18 written notice of cancellation may constitute a material breach of the
19 contract, upon which the County may suspend or terminate this Agreement.

20 12.12 If CONTRACTOR's Professional Liability policy is a "claims made"
21 policy, CONTRACTOR shall agree to maintain professional liability coverage for
22 two (2) years following completion of this Agreement.

23 12.13 The Commercial General Liability policy shall contain a
24 severability of interests clause also known as a "separation of insureds"
25 clause (standard in the ISO CG 0001 policy).

26 12.14 Insurance certificates should be mailed to COUNTY at the address
27 indicated in Paragraph 9 of this Agreement.

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

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

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

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

13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

CONTRACTOR shall report to COUNTY:

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

13.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.

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Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

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

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

14. CONFLICT OF INTEREST

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

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

15. ANTI-PROSELYTISM PROVISION

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

16. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available

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

8 17. EQUIPMENT

9 17.1 All items purchased with funds provided under this Agreement, or
10 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
11 at least five thousand dollars (\$5,000), including sales tax, shall be
12 considered Capital Equipment. Title to all Capital Equipment shall, upon
13 purchase, vest and remain in COUNTY. The use of such items of Capital
14 Equipment is limited to the performance of this Agreement. Upon the
15 termination of this Agreement, CONTRACTOR shall immediately return any items
16 of Capital Equipment to COUNTY or its representatives, or dispose of them in
17 accordance with the directions of ADMINISTRATOR.

18 CONTRACTOR further agrees to the following:

19 17.1.1 To maintain all items of Capital Equipment in good
20 working order and condition, normal wear and tear excepted.

21 17.1.2 To label all items of Capital Equipment, do periodic
22 inventories as required by ADMINISTRATOR and to maintain an inventory list
23 showing where and how the Capital Equipment is being used, in accordance with
24 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
25 ADMINISTRATOR within ten (10) days of any request therefore.

26 17.1.3 To report in writing to ADMINISTRATOR immediately after
27 discovery, the loss or theft of any items of Capital Equipment. For stolen
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1 items, the local law enforcement agency must be contacted and a copy of the
2 police report submitted to ADMINISTRATOR.

3 17.1.4 To purchase a policy or policies of insurance covering
4 loss or damage to any and all Capital Equipment purchased under this
5 Agreement, in the amount of the full replacement value thereof, providing
6 protection against the classification of fire, extended coverage, vandalism,
7 malicious mischief and special extended perils (all risks) covering the
8 parties' interests as they appear.

9 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
10 requested in writing, shall require the prior written approval of
11 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
12 appropriate and directly related to CONTRACTOR's service or activity under the
13 terms of this Agreement. COUNTY may refuse reimbursement for any costs
14 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
15 if prior written approval has not been obtained from ADMINISTRATOR.

16 17.3 Personal Computer Equipment:

17 No personal computers and/or personal electronic devices, such as
18 tablets, smart phones, and laptop computers, or any component thereof, may be
19 purchased with funds provided under this Agreement, regardless of purchase
20 price, without prior written approval of ADMINISTRATOR. Any such purchase
21 shall be in accordance with specifications provided by ADMINISTRATOR, be
22 subject to the same inventory control conditions specified in Subparagraphs
23 17.1.1 to 17.1.4 and, at the sole discretion of ADMINISTRATOR, become the
24 property of COUNTY upon termination of this Agreement.

25 18. BREACH SANCTIONS

26 Failure by CONTRACTOR to comply with any of the provisions, covenants,
27 or conditions of this Agreement shall be a material breach of this Agreement.
28 In such event, ADMINISTRATOR may, and in addition to immediate termination and

1 any other remedies available at law, in equity, or otherwise specified in this
2 Agreement:

3 18.1 Afford CONTRACTOR a time period within which to cure the breach,
4 which period shall be established by ADMINISTRATOR; and/or

5 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
6 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
7 later recovery; and/or

8 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
9 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

12 19. DESIGNATED LEAD AGENCY

13 19.1 Each of the Contractor Partner Agencies agrees that Children's
14 Bureau of Southern California (CB) shall serve as the designated lead agent on
15 behalf of the CONTRACTOR, with authority to present claims to COUNTY on behalf
16 of each of the Contractor Partner Agencies for services delivered by each of
17 them pursuant to this Agreement. As designated lead agent, CB, shall receive
18 the claims from each of the other Contractor Partner Agencies on a monthly
19 basis and shall submit these claims, along with its own monthly claim,
20 pursuant to Paragraph 20 herein. Claims submitted to COUNTY by the designated
21 lead agent shall clearly identify the services that were performed by
22 Contractor Partner Agencies. Any and all payments to be made by COUNTY
23 pursuant to this Agreement shall be made payable to the designated lead agent.
24 The designated lead agent shall thereafter disburse payment as appropriate to
25 the Contractor Partner Agencies. Each of the Contractor Partner Agencies
26 agrees that COUNTY's disbursement of payment to the designated lead agent
27 shall satisfy COUNTY's payment obligation under this Agreement.

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1 19.2 As the designated lead agent, CB shall also be responsible for
2 activities that include but are not limited to the following:

3 19.2.1 Oversight of FRC services;

4 19.2.2 Employment and supervision of the FRC Coordinator;

5 19.2.3 Facilitating established meetings for Contractor Partner
6 Agencies and generating minutes;

7 19.2.4 Coordinating a minimum of weekly case management
8 meetings;

9 19.2.5 Collecting and maintaining complete documentation for
10 invoices from Contractor Partner Agencies;

11 19.2.6 Overseeing the collection, maintenance, and management of
12 FRC data including outcome measurements from Contractor Partner Agencies;

13 19.2.7 Generating monthly reports (i.e. Service Grids) in
14 accordance with Paragraph 38 of this Agreement and Exhibit Paragraph 9 for
15 submission to COUNTY;

16 19.2.8 Reimbursing FaCT-funded Contractor Partner Agencies for
17 FaCT-funded services rendered prior to invoicing COUNTY;

18 19.2.9 Generating modification requests on the FRC's behalf for
19 submission to COUNTY;

20 19.2.10 Collecting information from Contractor Partner Agencies
21 and generating a monthly FRC activity calendar;

22 19.2.11 Coordinating FRC sustainability efforts referenced in
23 Exhibit "A", Subparagraph 11 of this Agreement;

24 19.2.12 Ensuring all Contractor Partner Agencies are current on
25 required documentation (e.g., insurance certificates, copies of
26 resumes/applications, independent audits);

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19.2.13 Ensuring all Non-FaCT Funded Partner Agency(ies) have a current agreement with the FRC and provide copies of agreements to COUNTY upon request;

19.2.14 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;

19.2.16 Attending required FaCT meetings and mandatory trainings; and

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

20. PAYMENTS

20.1 Maximum Contractual Obligation:

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,500,000: The amount of \$300,000 for July 1, 2015 through June 30, 2016; the amount of \$300,000 for July 1, 2016 through June 30, 2017; the amount of \$300,000 for July 1, 2017 through June 30, 2018; the amount of \$300,000 for July 1, 2018 through June 30, 2019; and the amount of \$300,000 for July 1, 2019 through June 30, 2020 or actual allowable costs, whichever is less.

20.2 Allowable Costs:

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

20.3 Claims:

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

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

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

20.3.4 Year End and Final Claims:

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

1 per each COUNTY fiscal year must be received, upon written notice to
2 CONTRACTOR.

3 20.3.4.2 The basis for final settlement shall be the
4 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or 48
5 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to
6 this Agreement; limited, however, to the maximum obligation of COUNTY. In the
7 event that any overpayment has been made, COUNTY may offset the amount of the
8 overpayment against the final payment. In the event overpayment exceeds the
9 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)
10 business days of notice from COUNTY. Nothing herein shall be construed as
11 limiting the remedies of COUNTY in the event an overpayment has been made.

12 21. OVERPAYMENTS

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

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22. OUTSTANDING DEBT

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

23. FINAL REPORT

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

24. INDEPENDENT AUDIT

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

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

3 25. RECORDS, INSPECTIONS AND AUDITS

4 25.1 Financial Records:

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

10 25.1.2 CONTRACTOR shall establish and maintain reasonable
11 accounting, internal control and financial reporting standards in conformity
12 with generally accepted accounting principles established by the American
13 Institute of Certified Public Accountants and to the satisfaction of
14 ADMINISTRATOR.

15 25.2 Client Records:

16 25.2.1 CONTRACTOR shall prepare and maintain accurate and
17 complete records of clients served and dates and type of services provided
18 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

19 25.2.2 All client records related to services provided under the
20 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
21 (5) years from the date of final payment under this Agreement or until all
22 pending COUNTY, State and Federal audits are completed, whichever is later.
23 Notwithstanding anything to the contrary, upon termination of this Agreement,
24 CONTRACTOR shall relinquish control with respect to client records to COUNTY
25 in accordance with Subparagraph 43.2.

26 25.2.3 COUNTY may refuse payment for a claim if client records
27 are determined by COUNTY to be incomplete or inaccurate. In the event client
28 records are determined to be incomplete or inaccurate after payment has been

1 made, COUNTY may treat such payment as an overpayment within the provisions of
2 this Agreement.

3 25.3 Public Records:

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

9 25.4 Inspections and Audits:

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

20 25.4.2 CONTRACTOR shall make its books and financial records
21 available within the borders of Orange County within ten (10) days of receipt
22 of written demand by ADMINISTRATOR.

23 25.4.3 In the event CONTRACTOR does not make its books and
24 financial records available within the borders of Orange County, CONTRACTOR
25 agrees to pay all necessary and reasonable expenses incurred by COUNTY, or
26 COUNTY's designee, necessary to obtain CONTRACTOR's books and financial
27 records.

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

25.5 Evaluation Studies:

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

26. PERSONNEL DISCLOSURE

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

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

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

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

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

26.2 CONTRACTOR's employment applications shall require applicants to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in

1 the employment application discovered subsequent to the hiring or promotion of
2 any applicant shall be cause for termination of that employee from the
3 performance of services under this Agreement.

4 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
5 COUNTY, criminal record background checks on all employees and/or volunteers
6 who will provide services under this Agreement. Candidates will satisfy
7 background checks consistent with and comparable to those required for COUNTY
8 employees.

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

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

1 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
2 staff performing work hereunder and any proposed changes in CONTRACTOR's
3 staff.

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

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

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

12 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

3 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

4 28.1 In order to comply with child support enforcement requirements of
5 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
6 of the award of this Agreement:

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

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

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

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

19 28.2 The failure of CONTRACTOR to timely submit the data or
20 certifications required by subsections (a), (b), (c), or (d), or to comply
21 with all Federal and State employee reporting requirements for child support
22 enforcement or to comply with all lawfully served Wage and Earnings Assignment
23 Orders and Notices of Assignment shall constitute a material breach of this
24 Agreement, and failure to cure such breach within sixty (60) calendar days of
25 notice from COUNTY shall constitute grounds for termination of this Agreement.

26 28.3 It is expressly understood that this data will be transmitted to
27 governmental agencies charged with the establishment and enforcement of child
28 support orders, and for no other purpose.

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

31. CONFIDENTIALITY

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

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

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

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

16 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
17 be subject to the confidentiality requirements of this Agreement.

18 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
19 with respect to Juvenile Court matters, in accordance with WIC Section 827,
20 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
21 regarding Confidentiality, as it now exists or may hereafter be amended.

22 31.5.1 No access, disclosure or release of information regarding
23 a child who is the subject of Juvenile Court proceedings shall be permitted
24 except as authorized. If authorization is in doubt, no such information shall
25 be released without the written approval of a Judge of the Juvenile Court.

26 31.5.2 CONTRACTOR must receive prior written approval of the
27 Juvenile Court before allowing any child to be interviewed, photographed or
28 recorded by any publication or organization or to appear on any radio,

1 television or internet broadcast or make any other public appearance. Such
2 approval shall be requested through child's Social Worker.

3 32. COPYRIGHT ACCESS

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

8 33. WAIVER

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

17 34. PETTY CASH

18 CONTRACTOR is authorized to establish a petty cash fund in an amount not
19 to exceed one thousand dollars (\$1,000).

20 35. PUBLICITY

21 35.1 Information and solicitations, prepared and released by
22 CONTRACTOR, concerning the services provided under this Agreement shall state
23 that the program, wholly or in part, is funded through COUNTY, State and
24 Federal government funds.

25 35.2 CONTRACTOR shall not disclose any details in connection with this
26 Agreement to any person or entity except as may be otherwise provided
27 hereunder or required by law. However, in recognizing CONTRACTOR's need to
28 identify its services and related clients to sustain itself, COUNTY shall not

1 inhibit CONTRACTOR from publishing its role under this Agreement within the
2 following conditions:

3 35.2.1 CONTRACTOR shall develop all publicity material in a
4 professional manner; and

5 35.2.2 During the term of this Agreement, CONTRACTOR shall not,
6 and shall not authorize another to, publish or disseminate any commercial
7 advertisements, press releases, feature articles, or other materials using the
8 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
9 unreasonably withhold written consent.

10 36. COUNTY RESPONSIBILITIES

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

13 37. REFERRALS

14 37.1 CONTRACTOR shall provide services to individuals referred by
15 ADMINISTRATOR.

16 38. REPORTS

17 38.1 CONTRACTOR shall provide information deemed necessary by
18 ADMINISTRATOR to complete any State-required reports related to the services
19 provided under this Agreement.

20 38.2 CONTRACTOR shall maintain records and submit reports containing
21 such data and information regarding the performance of CONTRACTOR's services,
22 costs or other data relating to this Agreement, as may be requested by
23 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
24 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

25 39. ENERGY EFFICIENCY STANDARDS

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

40. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

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

A. The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence

1 Certain Federal Transactions, included in this solicitation, are hereby
2 incorporated by reference in Paragraph (B) of this certification.

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

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

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

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

25 C. Submission of this certification and disclosure is a
26 prerequisite for making or entering into this Agreement imposed by Section
27 1352, Title 31, USC. Any person who makes an expenditure prohibited under
28 this provision or who fails to file or amend the disclosure form to be filed

1 or amended by this provision, shall be subject to a civil penalty of not less
2 than \$10,000, and not more than \$100,000, for each such failure.

3 42. POLITICAL ACTIVITY

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

7 43. TERMINATION PROVISIONS

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

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

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

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

44. GOVERNING LAW AND VENUE

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

45. SIGNATURE IN COUNTERPARTS

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

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

By: _____
 LYN BRAMMER
 DIRECTOR OF COMMUNITY SERVICES
 CHILDREN'S BUREAU OF SOUTHERN
 CALIFORNIA

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

Dated: _____

Dated: _____

By: _____
 LORI PAK
 EXECUTIVE DIRECTOR
 CHILD GUIDANCE CENTER, INC.

By: _____
 ANA JIMENEZ-HAMI
 EXECUTIVE DIRECTOR
 ORANGE COUNTY CHILDREN'S
 THERAPEUTIC ARTS CENTER

Dated: _____

Dated: _____

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

By: _____
 ELDON BABER
 EXECUTIVE DIRECTOR
 THE RAISE FOUNDATION

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

Dated: _____

Dated: _____

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

Dated: _____

APPROVED AS TO FORM
 COUNTY COUNSEL
 COUNTY OF ORANGE, CALIFORNIA

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

By: Amber
 DEPUTY

Dated: 5/5/15

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
AND
CHILD GUIDANCE CENTER
AND
ORANGE COUNTY THERAPEUTIC ARTS CENTER
AND
THE RAISE FOUNDATION
AND
WESTERN YOUTH SERVICES
AND
WOMEN'S TRANSITIONAL LIVING CENTER, INC.
FOR THE PROVISION OF
SERVICES PROMOTING SAFE AND STABLE FAMILIES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services Promoting Safe and Stable Families to birth, kinship, blended, adoptive, and foster, families with children, ages birth through eighteen (0-18) years who are at risk and/or experiencing child abuse and/or neglect, or families living in poverty or economic hardships, domestic violence, unemployment, teen pregnancy, and unhealthy parenting; families receiving child welfare services, including families in the Family Reunification and/or adoption process; homeless

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

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

2. PSSF & CBCAP FUNDING REQUIREMENTS

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

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

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

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

2.2.3 Children have permanency and stability in their living situations.

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

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

2.2.6 Children receive appropriate services to meet educational needs.

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

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

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

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

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

1 2.3.4 Adoption Promotion and Support: Adoption Promotion and
2 Support (APS) services are designed to encourage more adoptions out of the
3 foster care system when adoptions promote the best interest of children, and
4 include such activities as pre- and post-adoptive services designed to
5 expedite the adoption process and support adoptive families.

6 2.4 Unless specified otherwise, the services described below in
7 Subparagraphs 5.1 through 5.11 addresses each of the four (4) PSSF categories
8 described above in Subparagraphs 2.3.1 through 2.3.4.

9 2.5 Community-Based Child Abuse Prevention (CBCAP): Services shall
10 align with the California Department of Social Services (CDSS) Community-Based
11 Child Abuse Prevention (CBCAP) program which supports efforts to develop,
12 operate, expand, enhance, and coordinate initiatives, programs and activities
13 to prevent child abuse and neglect. In addition, CBCAP supports the
14 coordination of resources to better strengthen and support families as well as
15 foster understanding, appreciation and knowledge of diverse populations in
16 order to effectively prevent and treat child abuse and neglect.

17 2.6 ADMINISTRATOR may, in its sole discretion and upon written notice
18 to CONTRACTOR, modify: the terms or definitions, the particular type of
19 services/activities to be provided, the time-of-day and day-of-week
20 services/activities are to be provided, the locations(s) where
21 services/activities shall be provided, the date(s) services/activities shall
22 begin and end, the service goal(s), measurement tools and outcome indicators,
23 and the number of participants to be provided services/activities as described
24 in Paragraph 5, below, without changing COUNTY's maximum obligation as set
25 forth in this Agreement. Any modification of services/activities shall remain
26 within the scope of defined PSSF service categories and PSSF outcomes and
27 shall promote community participation. CONTRACTOR shall not institute any
28 modification without prior written approval of ADMINISTRATOR.

2.7 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.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of PARTICIPANTS. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 9:00 a.m. to 6:00 p.m., except COUNTY holidays 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. FRC operating hours must be submitted to ADMINISTRATOR for approval. CONTRACTOR may off-set regular hours based on the FRC being open for services evenings and/or weekends. For example, services hours on Tuesday and Thursday may be adjusted to 11:00 a.m. to 8:00 p.m. 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.

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

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4. FaCT GENERAL REQUIREMENTS AND CHARACTERISTICS

During the entire term of this Agreement, the FRC will:

4.1 Maintain a community facility that offers multiple programs including, but not limited to the following core services: a case management team, counseling, family support services, parenting education, domestic violence prevention and treatment (Personal Empowerment Program), out-of-school-time youth program, TLFR family fun activities, foster/adoptive parent recruitment, and information and referral services in support of achieving FaCT goals.

4.2 Operate as a collaborative that includes Contractor Partner Agencies, which are FaCT-Funded and a minimum of two (2) Non-FaCT Funded Partner Agency(ies) who are providing onsite services at the FRC.

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

4.4 Designate CB to function as both the designated lead agency and the program management lead agency. The fiscal and program management responsibilities shall include those referenced in Paragraph 19 of this Agreement.

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

4.6 Provide services that are culturally responsive to the needs of the community to be served.

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

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1 4.8 Provide all services at the FRC. Services may also be offered in-
2 home, at schools and other community locations as needed and as mutually
3 agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required
4 for all Clinical Supervision, Family Support Services, Counseling, and Case
5 Management Team services.

6 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT
7 Funded Partner Agency(ies) to ensure participants complete FaCT required
8 registration, consent, sign-in forms, satisfaction surveys, and/or complete
9 assessment tools referenced in Subparagraph 8.4 of this Exhibit when receiving
10 services requiring an assessment.

11 4.10 Collaborate with COUNTY staff and COUNTY'S contracted Differential
12 Response (DR) and Family Stabilization (FS) services staff who provide
13 services to Social Services Agency (SSA) clients.

14 5. SERVICES

15 Throughout this Exhibit, the Contractor Partner Agencies shall
16 hereinafter be referred to as: Children's Bureau of Southern California (CB),
17 Child Guidance Center (CGC), Orange County Children's Therapeutic Arts Center
18 (OCCTAC), The Raise Foundation (RF), Western Youth Services (WYS), and Women's
19 Transitional Living Center, Inc., (WTLC).

20 5.1 Clinical Supervision (CGC):

21 5.1.1 CGC shall provide Clinical Supervision services to ensure
22 the quality of counseling services provided at the FRC.

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

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5.1.3 CGC's Clinical Supervision services shall be provided for a minimum of one hundred thirty-two (132) hours annually and shall be based on the CONTRACTOR's counseling agency supervision requirements.

5.1.4 CGC's Clinical Supervision shall be offered continuously throughout the term of this Agreement.

5.1.5 CGC shall provide qualified licensed Clinical Supervisor staff as specified in Subparagraph 14.5 of this Exhibit.

5.2 Counseling Services (CGC):

5.2.1 The objectives of Counseling Services are as follows:

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

5.2.1.2 Increase participant's coping skills in dealing with stress.

5.2.1.3 Increase access to social support systems.

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

5.2.1.5 Reduce risk of violence in the home.

5.2.1.6 Improve individual and family functioning.

5.2.2 CGC shall provide Crisis, Family, Group, and Individual Counseling services for a minimum of one hundred and four (104) unduplicated PARTICIPANTS annually. Counseling services shall include, but are not limited to, providing emotional support, stabilizing immediate crisis and developing goals for PARTICIPANTS who are experiencing a crisis due to interpersonal conflicts, family crisis, difficult parenting issues, challenging child needs, and/or traumatic loss. Counseling services shall address, parenting issues, cycle of abuse, victimization, enhance family dynamics, and make appropriate

1 linkages to all needed treatment programs and social support systems. Topics
2 for group counseling shall include are not limited to anger management,
3 communication skills, men's support, children empowerment, parent-child,
4 enhancing healthy relationships, stress management, and women's support. CGC
5 shall utilize evidence-based Trauma-Focused Cognitive Behavioral Therapy (TF-
6 CBT) and Parent-Child Interaction Therapy (PCIT) for Individual and Family
7 Counseling when deemed clinically appropriate. The Counselor and/or designee,
8 as approved by ADMINISTRATOR, shall attend the FRC's Case Management Team
9 meetings.

10 5.2.3 CGC shall provide Crisis, Family, Group, and Individual
11 Counseling services continuously throughout the term of this Agreement by
12 appointment during FRC operating hours. CGC may also schedule evening hours
13 at the request of PARTICIPANTS.

14 5.2.4 CGC shall provide Crisis Counseling for a minimum of
15 sixty-two (62) individuals annually. CGC shall offer Crisis Counseling
16 services for a minimum of one (1) and not exceed four (4) sessions per
17 PARTICIPANT. Counseling sessions shall be a minimum of fifty (50) minutes in
18 duration, or as clinically indicated by the clinician, and offered to
19 PARTICIPANTS on a weekly basis.

20 5.2.5 CGC shall provide Family Counseling for a minimum of six
21 (6) families annually. CGC shall offer Family Counseling for a minimum of
22 four (4) and not exceed twenty (20) sessions per PARTICIPANT. Counseling
23 sessions shall be a minimum of fifty (50) minutes in duration, or as
24 clinically indicated by the clinician, and offered to PARTICIPANTS on a weekly
25 basis.

26 5.2.6 CGC shall provide Group Counseling for a minimum of
27 twelve (12) individuals annually. CGC shall offer a minimum of two (2) Group
28 Counseling series annually. Each series shall consist of six (6) weekly

1 sessions. Group Counseling sessions shall be a minimum of ninety (90) minutes
2 in duration and offered to PARTICIPANTS on a weekly basis. Each session shall
3 include a minimum of four (4) PARTICIPANTS per group.

4 5.2.7 CGC shall provide Individual Counseling for a minimum of
5 twenty-four (24) individuals annually. CGC shall offer Individual Counseling
6 sessions for a minimum of four (4) sessions and not exceed twenty (20)
7 sessions in duration, per PARTICIPANT. Counseling sessions shall be a minimum
8 of fifty (50) minutes in duration, or as clinically indicated by the
9 clinician, and offered to PARTICIPANTS on a weekly basis.

10 5.2.8 CGC shall provide qualified, bilingual licensed/license-
11 eligible Counselor staff as specified in Subparagraph 14.8 of this Exhibit.

12 5.3 Family Support Services (CB):

13 5.3.1 The objectives of Family Support Services are as follows:

14 5.3.1.1 Increase families' follow-through with
15 service providers.

16 5.3.1.2 Increase access to resources.

17 5.3.1.3 Increase effective coordination of services
18 among providers.

19 5.3.1.4 Assist in accessing resources so families may
20 achieve economic self-sufficiency.

21 5.3.2 CB shall provide Family Support Services for a minimum of
22 one hundred ten (110) unduplicated FAMILIES annually. Family Support Services
23 are those services employing a case manager (e.g., Family Support Specialist)
24 responsible for assessing the strengths and meeting the multiple needs of a
25 PARTICIPANT and family; arranging, coordinating, monitoring, evaluating, and
26 advocating for multiple services for families. The primary goal of case
27 management shall be to link PARTICIPANTS with multiple needs to resources,
28 services, and opportunities. The Family Support Specialist shall also teach

1 and empower PARTICIPANTS to access community resources, strengthen problem
2 solving skills, and refer PARTICIPANTS to resources and opportunities.

3 5.3.3 CB shall provide Family Support Services throughout the
4 term of this Agreement during FRC operating hours or at dates and times
5 convenient for PARTICIPANTS. CB shall provide Family Support Services for a
6 minimum of thirty (30) days for each PARTICIPANT.

7 5.3.4 CB shall primarily provide Family Support services in
8 family's home, at the FRC, or at other community locations as needed with
9 advance written approval by ADMINISTRATOR.

10 5.3.5 CB shall provide qualified, bilingual Family Support
11 Specialist staff as specified in Subparagraph 14.10 of this Exhibit.

12 5.4 Foster and Adoptive Parent Recruitment (CB):

13 5.4.1 The objective of Foster and Adoptive Parent Recruitment
14 services is to increase foster/adoptive awareness to prospective caregivers.

15 5.4.2 CB shall help promote, in collaboration with
16 ADMINISTRATOR, the need for foster and adoptive resources for children in need
17 of a permanent home. Promotional activities may include, but are not limited
18 to: displaying media or printed material at the FRC; promotion at community
19 events/workshops; and distribution of flyers and other marketing materials to
20 local community residents.

21 5.4.3 CB shall distribute Foster and Adoptive Parent
22 Recruitment flyers to a minimum of five hundred (500) unduplicated
23 PARTICIPANTS annually.

24 5.4.4 CB's Foster and Adoptive Parent Recruitment services
25 shall be offered continuously throughout the term of this Agreement during FRC
26 hours. Foster and Adoptive Parent Recruitment shall be offered at the FRC and
27 other community locations as needed and approved by ADMINISTRATOR.

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1 5.4.5 CB's Foster and Adoptive Parent Recruitment Services
2 shall address only the following PSSF service category: APS

3 5.4.6 CB shall provide qualified Foster and Adoptive Parent
4 Recruiter staff (e.g., Family Support Specialist, Information and Referral
5 Specialist) as specified in Subparagraph 14.11 of this Exhibit.

6 5.5 FRC Case Management Team (CB and CGC):

7 5.5.1 The objectives of FRC Case Management Team (CMT) services
8 are as follows:

9 5.5.1.1 Increase collaboration among Contractor
10 Partner Agencies to effectively coordinate services.

11 5.5.1.2 Improve resource linkages.

12 5.5.1.3 Improve individual and family functioning.

13 5.5.1.4 Decrease duplication of services.

14 5.5.1.5 Build the capacity of communities and FRC to
15 address the needs of children and families.

16 5.5.2 The FRC CMT consists of an integrated multidisciplinary
17 team comprised of three (3) or more persons trained and qualified to provide
18 services. The FRC CMT is responsible for identifying the educational, health,
19 or social service needs of a child and child's family and for developing a
20 plan to address these multiple needs as identified in Welfare and Institutions
21 Code (WIC) section 18986.40. Participants of the FRC CMT shall include all
22 Contractor Partner Agencies and Non-FaCT Funded Partner Agency(ies)
23 representatives that would benefit the family. In addition to the
24 participation of the Contractor Partner Agencies, local Miscellaneous Order
25 Number 534.3 specifies that multidisciplinary services team composition
26 include at least two (2) members from the following: Orange County Probation
27 Department, Orange County Health Care Agency, Orange County Department of
28 ///

1 Education, Regional Center of Orange County, North Orange County Regional
2 Occupational Program, and Orange County SSA.

3 5.5.3 CB and CGC, in coordination with Contractor Partner
4 Agencies, shall jointly provide FRC CMT services for a minimum of one hundred
5 (100) unduplicated FAMILIES annually. FRC CMT services shall include, but are
6 not limited to, the following components:

7 5.5.3.1 Assessment: The FRC CMT Clinical Supervisor,
8 based on input from the CMT, shall complete an assessment of PARTICIPANTS'
9 strengths and needs and community resources available to PARTICIPANT.

10 5.5.3.2 Individualized Treatment Plan: On the basis of
11 the assessment in Subparagraph 5.5.3.1 the FRC CMT shall develop an
12 individualized treatment plan with the PARTICIPANT that identifies priorities,
13 desired outcomes, the strategies and resources to be used in attaining the
14 outcomes, follow up, and termination.

15 5.5.3.3 Reassessment: The FRC CMT Clinical Supervisor
16 shall reassess the PARTICIPANT's status, with input from Contractor Partner
17 Agencies, in a weekly clinical review of cases. FRC CMT meetings shall
18 provide weekly evaluations and assessment for PARTICIPANTS.

19 5.5.3.4 Termination: The FRC CMT Clinical Supervisor
20 and CMT shall terminate the case from FRC CMT when the desired outcomes have
21 been attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

22 5.5.4 CB and CGC in coordination with Contractor Partner
23 Agencies shall provide FRC CMT services continuously throughout the term of
24 this Agreement during FRC hours of operation. FRC CMT shall be scheduled a
25 minimum of one (1) day per week for a minimum of one (1) hour in duration.
26 CGC's FRC CMT Clinical Supervisor shall facilitate FRC CMT meetings.

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1 5.5.5 CB and CGC shall jointly measure progress by ensuring
2 PARTICIPANTS complete the required forms referenced in Subparagraph 4.9 and
3 also the FRC CMT Tracking and Outcomes Log specified in Subparagraph 8.4.

4 5.5.6 CGC shall provide qualified FRC CMT Clinical Supervisor
5 staff as specified in Subparagraph 14.12 of this Exhibit.

6 5.6 Information and Referral Services (RF):

7 5.6.1 The objective of Information and Referral Services is to
8 increase access to community resources for families in need.

9 5.6.2 RF shall provide Information and Referral Services for a
10 minimum of two thousand (2,000) unduplicated PARTICIPANTS annually.
11 Information and Referral Services shall include an assessment of need and
12 referral to services including, but not limited to the following: emergency
13 housing, emergency food, family counseling, childcare, substance abuse
14 counseling and treatment, parenting training, utility assistance, health and
15 mental health treatment, education and job training, legal aid, youth academic
16 and recreation services, and other services based on needs. The FRC shall be
17 required to partner with other County and local community resource services
18 agencies by receiving and referring clients, which may include, but are not
19 limited to 2-1-1 Orange County and Community Engagement Advisory Committee
20 (CEAC).

21 5.6.3 RF's Information and Referral Specialist shall be
22 stationed at the FRC reception area as the first point of contact for walk-in
23 and telephone/email inquiries. RF shall provide Information and Referral
24 Services, continuously throughout the term of this Agreement during FRC
25 operating hours.

26 5.6.4 RF shall provide qualified bilingual Information and
27 Referral Specialist, staff as specified in Subparagraph 14.14 of this Exhibit.

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5.7 Other Services - Life Skills Workshops (CB):

5.7.1 The objectives for Life Skills Workshops are as follows:

5.7.1.1 Improve self-esteem.

5.7.1.2 Increase coping skills.

5.7.1.3 Improve family bonding.

5.7.2 CB shall provide Life Skills Workshops services for a minimum of fifteen (15) unduplicated PARTICIPANTS annually. Life Skills Workshops topics shall include, but not be limited to, the following: self-esteem and character building, increasing coping skills and family coherence, family building and bonding, children and teen issues facing our youth, stress management, and impact of family trauma, and child abuse and/or domestic violence.

5.7.3 CB shall provide a minimum of two (2) Life Skills Workshops throughout the term of this Agreement. Each workshop shall be a minimum of ninety (90) minutes in duration. CB shall offer Life Skills Workshops during FRC hours of operation or at dates and times convenient for PARTICIPANTS. CB shall provide childcare to the children of PARTICIPANTS during the period of Life Skills Workshops services.

5.7.4 CB shall provide Life Skills consultant staff with expertise in the Life Skills Workshop subject matter. Life Skills Workshops topics shall be approved in advance and in writing by ADMINISTRATOR.

5.8 Out-of-School-Time Youth Program (OCCTAC):

5.8.1 The objectives of Out-of-School Time Youth Program are as follows:

5.8.1.1 Increase social connection amongst peers.

5.8.1.2 Provide a safe place for school-aged children.

///

1 5.8.1.3 Increase enrichment opportunities to enhance
2 academic achievement and healthy social behavior.

3 5.8.2 OCCTAC shall provide Out-of-School-Time Youth Program
4 services for a minimum of forty (40) unduplicated PARTICIPANTS annually. Out-
5 of-School-Time Youth Program will provide PARTICIPANTS with a safe and
6 nurturing place during after school and non-school hours. Activities may
7 include, but are not limited to: recreation, education, healthy development,
8 artistic and cultural enrichment, and leadership development.

9 5.8.3 During the academic school year, OCCTAC shall provide
10 Out-of-School-Time Youth Program services through monthly two (2) hour after
11 school art classes. Workshop themes may include, but are not limited to the
12 following: Cinco de Mayo, Earth Day, Dia de los Muertos, Masks from around
13 the world, etc.

14 5.8.4 OCCTAC shall provide qualified Out-of-School-Time Youth
15 Leader staff as specified in Subparagraph 14.16 of this Exhibit.

16 5.9 Parenting Education (WYS):

17 5.9.1 The objectives for Parent Education are as follows:

18 5.9.1.1 Increase social support.

19 5.9.1.2 Enhance coping skills.

20 5.9.1.3 Improve knowledge of child development.

21 5.9.1.4 Improve knowledge of appropriate and effective
22 discipline.

23 5.9.2 WYS shall provide Parenting Education services for a
24 minimum of sixty (60) unduplicated PARTICIPANTS annually. Parenting Education
25 services shall utilize Love and Logic evidence-based curriculum and/or other
26 evidence-based or evidence-informed curriculum to address responsibilities of
27 being a parent, provide psychologically-based behavioral principles, the
28 importance of appropriate discipline and support, teaching appropriate self-

control and emotional regulation, importance of attachment and bonding from an early age, difficulties inherent in co-parenting, teaching child development, open and honest communication, praise and acknowledgement, and disrupting the cycle of inappropriate parenting, and replacing with healthier and supportive parenting.

5.9.3 WYS shall provide a minimum of six (6) Parenting Education series comprised of six (6) weekly sessions. Each session shall be a minimum of one (1) hour in duration and a minimum of ten (10) PARTICIPANTS. WYS shall provide Parenting Education continuously during the term of this Agreement, during FRC operating hours or at dates and times convenient for PARTICIPANTS.

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

5.9.5 WYS shall provide qualified bilingual Parenting Educator staff as specified in Subparagraph 14.17 of this Exhibit.

5.10 Personal Empowerment Program (Certified Domestic Violence Prevention and Treatment Education Program) - General and Time-Limited Family Reunification Participants (WTLC):

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

5.10.1.1 Increase victim's awareness of the threat of domestic violence and its short/long term effects.

5.10.1.2 Develop or enhance safety plan for domestic violence victims.

///

1 5.10.1.3 Increase victim's understanding of the
2 effects domestic violence has on children.

3 5.10.1.4 Increase victim's awareness on the various
4 types of abuse.

5 5.10.1.5 Promote safety and permanency in homes and
6 communities through prevention efforts aimed at child abuse and domestic
7 violence.

8 5.10.2 WTLC shall provide Personal Empowerment Program (PEP)
9 services for a minimum of forty (40) unduplicated PARTICIPANTS annually. PEP
10 is comprised of a ten (10) week educational support program designed to help
11 victims break the cycle of domestic violence through education on the dynamics
12 of domestic violence, effects of violence on victims and their children, and
13 to help victims protect children who live in domestic violence homes. PEP
14 topics shall include, but are not limited to: safety planning, boundaries,
15 anger management, legal aspects of domestic violence, working through denial,
16 and maintaining healthy relationships. PEP services shall target the general
17 community as well as COUNTY's TLFR population.

18 5.10.3 WTLC shall provide ten (10) week PEP groups continuously
19 during the term of this Agreement. Each class shall be a minimum of two (2)
20 hours in duration. WTLC shall provide PEP services during FRC hours of
21 operation or at dates and times convenient for PARTICIPANTS.

22 5.10.4 When providing PEP services to COUNTY's TLFR population,
23 WTLC shall also be required to include, but not be limited to, verification of
24 attendance, issuance of certificates of completion, and verbal and/or written
25 reports to COUNTY Social Workers.

26 ///

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1 5.10.5 WTLC shall provide qualified PEP Instructor staff as
2 specified in Subparagraph 14.18 of this Exhibit. During the entire term of
3 this Agreement, PEP providers must be approved by the PEP Program
4 Collaborative of Orange County.

5 5.11 Time-Limited Family Reunification Family Fun Activities (CB):

6 5.11.1 The objectives of Time-Limited Family Reunification
7 (TLFR) Family Fun Activities are as follows:

8 5.11.1.1 Increase parent-child bonding.

9 5.11.1.2 Provide a safe and enriching interactive
10 environment for TLFR families.

11 5.11.2 CB shall provide TLFR Family Fun Activities services to
12 PARTICIPANTS. In addition, to PARTICIPANTS referenced in Paragraph 1 TLFR
13 Family Fun Activities may also include: children that are removed from their
14 home and placed in a foster family home or a childcare institution and parents
15 and parents or primary caregiver of such a child, in order to facilitate the
16 reunification of the child, safely and appropriately.

17 5.11.3 CB shall provide TLFR Family Fun Activities services for
18 a minimum of ten (10) unduplicated families annually. TLFR Family Fun
19 Activities shall include supervised and organized activities and events for
20 children of parents and/or caregivers in the reunification process.
21 Activities may include, but are not limited to, the following: arts and
22 cultural enrichment, education, and recreation to promote healthy parent-child
23 bonding, quality time, and communication. In the event a parent is
24 participating in monitored/supervised visitation while simultaneously
25 participating in a Family Fun Activity, the SSA approved monitor or supervised
26 visitation specialist must be present during the entire length of the Family
27 Fun Activity.

28 ///

1 5.11.4 CB shall provide a minimum of two (2) TLFR Family Fun
2 Activities (events) annually; topics may include, but are not limited to the
3 following: Halloween Party, Holiday Adopt-a-Family, Spring Celebration, Movie
4 Night, and Family Bonding Day.

5 5.11.5 CB's TLFR Family Fun Activities services shall address
6 only the following PSSF category: TLFR.

7 5.11.6 CB shall provide qualified TLFR Family Fun Activities
8 Leader staff (e.g., subcontractor, CONTRACTOR PARTNER AGENCIES' staff, or CB
9 staff) as referenced in Subparagraph 14.22 of this Exhibit.

10 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

11 6.1 In addition to providing the services described in Paragraph 4 of
12 this Exhibit A, CONTRACTOR agrees to:

13 6.1.1 Provide ADMINISTRATOR a bi-annual detailed marketing plan
14 for each contracted service, and revise, if necessary, as requested by
15 ADMINISTRATOR;

16 6.1.2 Actively engage the community including local residents,
17 faith-based groups, businesses, public and private organizations, civic
18 groups, and others in the planning and implementation of services that promote
19 the well-being, safety, and permanency of children, families and communities.

20 6.1.3 Develop and maintain a Governance Structure document
21 outlining resource sharing, accountability, decision-making strategies, and a
22 conflict resolution plan. The Governance Structure shall include, but not be
23 limited to, the addition and/or deletion of any Contractor Partner Agencies,
24 change of designated lead agent, ongoing community input and involvement,
25 principles of collaboration, and voting quorum (including what constitutes a
26 quorum).

27 6.1.4 Develop a Community Engagement Advisory Committee (CEAC)
28 that shall meet a minimum of quarterly during the term of this Agreement. The

1 FRC will maintain a roster and a copy of minutes for all CEAC meetings. The
2 composition of CONTRACTOR's CEAC shall vary, depending on the specific goals
3 of, and the services to be provided by the FRC. The CEAC shall consist of
4 community members such as parents, youths, teachers, school community
5 liaisons, businesses professionals, religious community leaders, law
6 enforcement, human and health service professionals, and city representatives.
7 On an annual basis, CEAC shall assess, survey, and identify community
8 strengths and needs to advocate for FRC services to meet community needs;
9 develop parent and youth leadership; and engage community to provide tangible
10 support and leadership. CEAC shall enlist broad community support and
11 advocacy for the FRC by fundraising for the FRC and hosting events. A minimum
12 of one thousand dollars (\$1,000) shall be allocated to the CEAC within the FRC
13 budget for the purposes of its members to use for planning events, and other
14 activities as deemed necessary by the CEAC committee. CB shall provide
15 qualified Community Engagement Volunteer Coordinator staff as specified in
16 Subparagraph 14.7 of this Exhibit.

17 6.1.5 Follow procedures provided by ADMINISTRATOR for reporting
18 any special incidents that occur during CONTRACTOR's performance of duties
19 under this Agreement, involving CONTRACTOR's staff, participants, and/or
20 property.

21 6.2 CB shall provide a minimum of one hundred sixty-six and four
22 tenths (166.4) hours of childcare services annually at the FRC to children of
23 parents attending FRC programs during FRC operating hours, continuously
24 throughout the term of this Agreement at dates and times convenient for
25 PARTICIPANTS. Allowable costs include direct childcare services and purchases
26 of cleaning supplies, snacks directly related to childcare services,
27 activities, age appropriate toys, crafts, and games. Childcare services shall
28 ///

be reimbursed based on actual hours worked. CB shall provide qualified Childcare Worker staff as specified in Subparagraph 14.4 of this Exhibit.

6.3 CONTRACTOR shall use Emergency Assistance Funds to meet the basic needs of clients in support of services as described herein. Allowable costs include emergency food, emergency clothing, diapers, medicine, bus tickets to access services, safety items, one-time rent payment assistance, and one-time utility payment assistance. Other allowable costs are to be approved in advance and in writing by ADMINISTRATOR. All purchases from FRC Emergency Assistance Funds in excess of one hundred (\$100) dollars per client shall be requested in advance and in writing for approval by ADMINISTRATOR. CONTRACTOR shall research available community resource options prior to approving expenditures.

7. FACILITIES

7.1 Anaheim Harbor Family Resource Center is located at:

819 South Harbor Blvd.

Anaheim, CA 92805-5157

7.2 Administrative services under this Agreement shall be provided at Anaheim Harbor Family Resource Center and:

Children's Bureau of Southern California

50 South Anaheim Blvd. Suite #241

Anaheim, CA 92805-2900

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.

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 shall maintain data that includes the types and amounts of services provided to each PARTICIPANT, assessment data, key demographic items Including but not limited to: family identifier, family member identifier, ethnicity, date of birth, sex, referral reason(s), services recommended, services provided, date service delivery begins, date service delivery ends, status indicators [e.g., previous abuse reports, existing health problems], and primary language spoken as determined by ADMINISTRATOR.

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

8.2.1 Provide concrete support in times of need.

8.2.2 Increase parental resilience.

8.2.3 Increase knowledge of parenting and child development.

8.2.4 Support the social and emotional competence of children,

and

8.2.5 Build parents' social connections.

Services provided at the FRC fall under one 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-based client management system, managed by FaCT and its administrative contractor, which provides contractual and outcome based reporting for each FRC. FRCs shall work closely with ADMINISTRATOR to maximize utility and adhere to confidentiality within the data system. FaCT shall provide technical assistance and training to the FRCs to ensure strong data collection and outcome reporting.

8.3 FRC direct services staff (e.g., Information and Resource Specialist, Family Support Specialist, etc.) shall be responsible for entering

client service and outcome data for FaCT funded and a minimum of two (2) required non-FaCT funded services into the FaCT data system. These include, but are not limited to, the following:

8.3.1 FRC CMT Clinical Supervisor, or designee, shall administer, collect, and enter the FRC CMT tracking and assessment tool;

8.3.2 Family Support Specialist shall administer, collect, and enter the Family Development Matrix Tool(s);

8.3.3 Parenting Educator shall administer, collect, and enter the Parenting Education Survey;

8.3.4 OST Youth Leader shall administer, collect, and enter FaCT Measurement tools; and,

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

8.4 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:

Core Service	Required Assessment Tool(s)
FRC CMT	FRC 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

8.5 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 are responsible for their own staff

1 data collection, ensuring data integrity, and accurate submission to the FRC
2 Coordinator.

3 8.6 FRCs can administer COUNTY-approved measurement tools (e.g.,
4 tracking logs, pre/post-tests, satisfaction surveys, etc.) to collect data on
5 other services. ADMINISTRATOR shall provide CONTRACTOR a minimum of ten (10)
6 business day notice in the event a measurement tool is changed.

7 8.7 The COUNTY measurement tools, referenced in Subparagraph 8.4, are
8 subject to change based on program and evaluation needs as defined by
9 ADMINISTRATOR.

10 9. REPORTS

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

14 9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR
15 by the twentieth (20th) day of each month for the preceding month of services.
16 In the event the twentieth (20th) calendar day falls on a weekend or COUNTY
17 holiday as specified in Subparagraph 3.2 of this Exhibit, CONTRACTOR shall
18 submit the Monthly Service Grid the next business day.

19 9.2 CONTRACTOR shall complete the FaCT standardized Marketing Outreach
20 Log and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10)
21 calendar days following the end of each quarter.

22 9.3 CONTRACTOR shall provide information deemed necessary by
23 ADMINISTRATOR to complete any state-required reports related to the services
24 provided under this Agreement.

25 10. UTILIZATION REVIEW

26 10.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's
27 request at CONTRACTOR's facility identified in Paragraph 7 of this Exhibit A,
28 to review and evaluate a random selection of PARTICIPANT case records. The

review shall include, but is not limited to, an evaluation of the necessity, appropriateness and length of services provided. PARTICIPANT cases to be reviewed shall be randomly selected by COUNTY.

10.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve differences of opinion regarding the necessity, appropriateness, and length of services provided, the dispute shall be submitted to COUNTY's Director of Children and Family Services (CFS) for final resolution.

11. SUSTAINABILITY

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

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

11.3 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 Assessment of long-term need for and reasonableness of FaCT collaborative programs;

11.3.2 Training programs developed by or for FaCT;

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

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

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

11.3.6 Development of marketing and community education materials as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

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

12. MEETINGS AND TRAININGS:

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

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

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

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

13. BUDGET

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

13.2 The ADMINISTRATOR and CONTRACTOR may agree, subject to advance written notice, to add, delete, modify, line item and/or amounts, and/or the

1 number and type of FTE positions, specified in the annual budget included in
2 Subparagraph 13.9, without reducing the level of services to be provided or
3 exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this
4 Agreement.

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

15 13.4 In the event the budget shown in Subparagraph 13.9 is modified,
16 the modified budget shall remain in effect for the remainder of the contract
17 term, unless superseded by subsequent budget modification(s) that have been
18 approved in writing by ADMINISTRATOR. For example, if Budget Modification #1
19 is approved on March 15, 2016, the modified budget will remain in effect until
20 Budget Modification #2 is requested and approved in writing. The annual
21 budget beginning on July 1st of each fiscal year shall be identical to the
22 most recently modified annual budget. Under no circumstances shall funds
23 unspent in one fiscal year carry over to another fiscal year.

24 13.5 It is anticipated multiple budget modifications will occur during
25 the term of this Agreement. When appropriate, CONTRACTOR will delay submitting
26 a Budget Modification Request until multiple changes can be incorporated into
27 a single Budget Modification Request versus submitting several Budget
28 Modification Requests that include a single line item change.

1 13.6 For purposes of this Agreement, Direct Services Expense is defined
2 as a non-administrative expense required to provide goods or services for the
3 direct benefit of PARTICIPANTS. Examples include, but are not limited to:
4 parent education handbooks, chore charts, art materials, water and snacks for
5 PARTICIPANT consumption, incentives for clients to attend events, etc.

6 13.7 For purposes of this Agreement, Program Expense is defined as an
7 administrative expense required for overall service delivery rather than an
8 expense benefitting an individual PARTICIPANT. Examples include, but are not
9 limited to: marketing materials, display boards, educational DVDs and video
10 equipment to broadcast, parent education curriculums, educational
11 books/reference material to be used by CONTRACTOR's staff, furniture,
12 volunteer staff recognition events, etc. Program Expense is administrative in
13 nature.

14 13.8 Budget Modification Requests will be considered for approval when
15 such requests are to reallocate funds within a similar category such as
16 reallocating unused funds from a direct service salary position to a new
17 direct participant service (i.e., Life Skills Workshop) or reallocating unused
18 Office Supply funds to increase an Insurance line item. Funds may not shift
19 from a direct service line item to an administrative line item.

20 13.8.1 Consideration for an exception to the provision described
21 in Subparagraph 13.7 will be considered on a case-by-case basis and shall be
22 approved at the sole discretion of COUNTY.

23 13.9 In the event ADMINISTRATOR reduces the maximum obligation as
24 stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree
25 in writing to proportionately reduce the service goals as set forth in this
26 Exhibit.

27 13.10 To ensure a meaningful collaboration among Contractor Partner
28 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 single partner is providing more than fifty-one percent (51%) of the total collaborative services.

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 (i.e., provides at least fifty-one percent (51%) of the services).

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

	FTE ⁽¹⁾	Hourly Maximum Rate ⁽²⁾	Budget
<u>SALARIES</u>			
<u>Children's Bureau of Southern California (CB)</u>			
Childcare Worker (Service 6.2)	0.08	\$12.00	\$ 2,000
Community Engagement Volunteer Coordinator (Paragraph 6.1.4)	0.50	20.85	17,680
Family Support Specialist/Foster and Adoptive Parent Recruiter (Services 5.3 and 5.4)	1.00	19.55	35,360
FRC Coordinator (Admin.)	1.00	31.85	61,575
Program Manager (Admin.)	0.044	44.70	<u>3,812</u>
SUBTOTAL CB SALARIES:			\$120,427
CB Benefits (28%) ^(3 and 4)			<u>27,503</u>
SUBTOTAL CB SALARIES AND BENEFITS:			\$147,930
<u>Child Guidance Center, Inc. (CGC)</u>			
Clinical Supervisor (Service 5.1)	0.075	\$44.17	\$ 6,891
Counselor (Service 5.2)	0.50	27.27	28,361
FRC CMT Clinical Supervisor (Service 5.5)	0.075	44.17	6,891
Program Director (Admin.)	0.05	44.17	<u>4,594</u>
SUBTOTAL CGC SALARIES:			\$ 46,737
CGC Benefits (27.22%) ^(3 and 4)			<u>12,721</u>
SUBTOTAL CGC SALARIES:			\$ 59,458
<u>Orange County Children's Therapeutic Arts Center (OCCTAC)</u>			
Out-of-School-Time Youth Leader (Service 5.8)	0.012	\$35.00	\$ <u>1,630</u>
SUBTOTAL OCCTAC SALARIES:			\$ 1,630
OCCTAC Benefits (7.62%) ⁽³⁾			<u>124</u>

SUBTOTAL OCCTAC SALARIES AND BENEFITS: <u>The Raise Foundation (RF)</u> Accountant/Bookkeeper (Admin.) Information & Referral Specialist (Service 5.6) Operations Manager (Admin.) Program Manager (Admin.) SUBTOTAL RF SALARIES: RF Benefits (19%) ^(3 and 4) SUBTOTAL RF SALARIES AND BENEFITS: <u>Western Youth Services (WYS)</u> Parent Educator (Service 5.9) Program Director (Admin.) SUBTOTAL WYS SALARIES: WYS Benefits (21%) ^(3 and 4) SUBTOTAL WYS SALARIES AND BENEFITS: <u>WOMEN'S TRANSITIONAL LIVING CENTER (WTLC) ⁽⁵⁾</u> Community Education Supervisor (Admin) Director (Admin.) Personal Empowerment Program Instructor (Service 5.10) SUBTOTAL WTLC SALARIES: WTLC Benefits (22%) ^(3 and 4) SUBTOTAL WTLC SALARIES AND BENEFITS SUBTOTAL ALL SALRIES AND BENEFITS: <u>PARTICIPANT RELATED SERVICES AND EXPENSE</u> CB CEAC (Subparagraph 6.1.4) CB Direct Service Expense CB Emergency Assistance Fund (Subparagraph 6.3) CB Life Skills Workshop (Service 5.7) CB TLFR Family Fun Activities (Service 5.11) ⁽⁷⁾ CGC Direct Service Expense OCCTAC Direct Service Expense RF Direct Service Expense RF Emergency Assistance Fund (Subparagraph 6.3) WYS Direct Service Expense WTLC Direct Service Expense SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES <u>ADMINISTRATIVE SERVICES AND SUPPLIES ⁽⁵⁾</u> <u>SERVICES</u> CGC Independent Audit RF Independent Audit <u>SUPPLIES</u> CB Office Supplies	\$ 1,754 0.05 \$33.76 \$ 3,120 1.00 16.48 31,824 0.025 30.00 1,352 0.05 27.86 2,600 \$ 38,896 7,430 \$ 46,326 0.0375 \$26.44 \$ 2,062 0.0063 34.85 453 \$ 2,515 528 \$ 3,043 0.10 \$22.00 \$ 2,112 0.05 26.00 1,248 0.20 16.00 6,144 \$ 9,504 1,943 \$ 11,447 \$269,958 \$ 1,000 570 500 100 300 200 542 1,447 1,200 200 1,253 \$ 7,312 \$ 750 900 900
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1	CB Postage	100
2	CB Printing/Marketing Materials (Service 5.6)	100
3	CB Program Expense/Set-Up Costs	350
4	CGC Office Supplies	1,039
5	CGC Program Expense	300
6	RF Office Supplies	800
7	RF Program Expense	500
8	WYS Office Supplies	<u>150</u>
9	SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:	\$ 5,889
10	<u>OPERATING EXPENSES</u> ⁽⁵⁾	
11	CB Equipment Purchase/Lease/Rental	\$ 1,000
12	CB Janitorial/Maintenance	1,300
13	CB Mileage ⁽⁶⁾	1,000
14	CB Staff Training	75
15	CB Telephone/Internet	1,800
16	CB Utilities/Lease	4,034
17	CGC Electronic Health Record	300
18	CGC Insurance	444
19	CGC Mileage ⁽⁶⁾	921
20	CGC Staff Training	200
21	CGC Telephone/Internet	432
22	RF Insurance	900
23	RF Mileage ⁽⁶⁾	950
24	RF Phone/DSL/Internet/Tech	1,275
25	RF Staff Training	100
26	WYS Mileage ⁽⁶⁾	240
27	WTLC Mileage ⁽⁶⁾	<u>300</u>
28	SUBTOTAL OPERATING EXPENSES	\$ 15,271
	<u>Indirect Cost</u> ⁽⁵⁾	
	CB Indirect Cost	\$ 659
	RF Indirect Cost	602
	WYS Indirect Cost	<u>309</u>
	SUBTOTAL INDIRECT COST	\$ 1,570
	SUBTOTAL ALL SALARIES, BENEFITS, PARTICIPANT RELATED SERVICES AND EXPENSES, ADMINISTRATIVE SERVICES AND SUPPLIES, OPERATING EXPENSES, AND INDIRECT COSTS:	\$300,000
	MAXIMUM COUNTY OBLIGATION	<u>\$300,000</u>

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

1 time (stated as a percentage) the position will be paid for under the terms of
2 this Agreement, regardless of the number of hours actually worked.

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

5 ⁽³⁾ Employee Benefits may include contributions to 401k or retirement
6 plans; health insurance; dental insurance; life, vision insurance; long-
7 term/short-term disability insurance; life and disability insurance; payroll
8 taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and
9 Worker's Compensation Tax, based on the currently prevailing rates, and
10 vacation/sick time accrual as specified in footnote four (4) below. CB's
11 overall benefit rate shall not exceed twenty-eight percent (28%) of actual
12 salary expense claimed. CGC's overall benefit rate shall not exceed twenty-
13 seven and twenty-two hundredths percent (27.22%) of actual salary expense
14 claimed. OCCTAC's overall benefit rate shall not exceed seven and sixty-two
15 hundredths percent (7.62%) of actual salary expense claimed. RF's overall
16 benefit rate shall not exceed nineteen percent (19%) of actual salary expense
17 claimed. WYS' overall benefit rate shall not exceed twenty-one percent (21%)
18 of actual salary expense claimed. WTLC's overall benefit rate shall not
19 exceed twenty-two percent (22%) of actual salary expense claimed.

20 ⁽⁴⁾ Actual expenses for a vacation/sick time accrual, paid to an employee
21 upon separation in accordance with Contractor's established policy, will be
22 included as an itemized amount on the Salary and Benefit Worksheet submitted
23 as part of Contractor's monthly invoice packet. The expense shall be limited
24 to the amount of vacation/sick time earned by the employee during the County
25 fiscal year in which the claim is made, minus any vacation/sick time the
26 employee used during the same fiscal year. For example, if an employee
27 separates on February 15, 2016, the vacation/sick time accrual amount eligible
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for reimbursement through the Agreement shall be based upon the period of July 1, 2015 through February 15, 2016 only.

⁽⁵⁾ Administrative costs are defined as those costs not solely related to direct services to clients, supervision, and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs.

⁽⁶⁾ Mileage is limited to the amount allowed by IRS.

⁽⁷⁾ CB shall only use funding for TLFR Family Fun Activities services. Monthly reimbursement shall include salary for TLFR Family Fun Activities Leader staff referenced in Subparagraph 14.22 and expenses directly related to the provision of TLFR Family Fun Activities services.

14. STAFF

14.1 Recruitment Practices:

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

14.1.2 The number of direct service bilingual staff shall meet the needs of the community to be served.

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

14.2 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 Accountant/Bookkeeper (RF):

14.3.1 Duties: Responsible for ensuring accurate and timely submittal of invoices, documenting expenditures for audit purposes, attending

1 FaCT-required training, providing financial reports as required or requested
2 by Contractor Partner Agencies and/or ADMINISTRATOR.

3 14.3.2 Qualifications: Bachelor's degree in accounting or in a
4 business or finance related field from an accredited university and two (2)
5 years accounting experience. Proficiency in English is required.

6 14.4 Childcare Worker (CB):

7 14.4.1 Duties: Responsible for providing childcare activities
8 at the FRC to children of PARTICIPANTS attending FRC services, communicating
9 with FRC Coordinator and agency supervisor, attending all required meetings
10 and trainings and completing required documents.

11 14.4.2 Qualifications: High school diploma or equivalent and
12 one (1) year of childcare experience including working with infants, ability
13 to deal with stressful situations, and be creative and energetic. Proficiency
14 in English is required and bilingual, based on community language need, is
15 preferred.

16 14.5 Clinical Supervisor (CGC):

17 14.5.1 Duties: Provide individual and group supervision as
18 applicable, clinical supervision for counseling services, case consultation to
19 FRC staff as needed, monitor cases, be available for crisis and clinical
20 consultation as needed, review documents for clinical content, verify the laws
21 of confidentiality, and ensure that child and elder/dependent adult abuse
22 reporting are followed-up on every case consult. Ensure accuracy of paperwork
23 and data entered into the FaCT-approved database and attend all required
24 meetings and trainings.

25 14.5.2 Qualifications: Licensed Clinical Social Worker (LCSW),
26 Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist and two
27 (2) years of clinical supervision experience. Proficiency in English is
28 required.

1 14.6 Community Education Supervisor (WTLC):

2 14.6.1 Duties: Responsible for day-to-day supervision of the
3 Community Education program, working with staff to ensure quality and quantity
4 requirements are met, reporting to the Executive Director any issues and
5 filling in staff duties when the direct service provision staff member is
6 unable to meet their obligations.

7 14.6.2 Qualifications: Minimum of four (4) years of supervisory
8 experience, completion and certification of mandated 40-hour domestic violence
9 training, completion of Child Abuse Prevention and Reporting training and
10 completion of PEP training. Proficiency in English and bilingual, based on
11 community language need, is required.

12 14.7 Community Engagement Volunteer Coordinator (CB):

13 14.7.1 Duties: Responsible for assisting in advocacy for the
14 expansion of the FRC CEAC, programs and activities, focusing on issues that
15 affects the health, well-being and public safety of residents in the FRC
16 community, overseeing community organizing, volunteer recruitment, and
17 training, problem solving, developing and implementing an outreach plan,
18 supporting the efforts of local programs to explore donation and service
19 opportunities for the FRC, developing and promoting FRC volunteer project
20 activities, developing and maintaining regular contact with community
21 organizations, coordinating and communicating with FRC Coordinator, attending
22 all required meetings and trainings, administering FaCT-approved measurement
23 tools and enter results into the FaCT-approved database.

24 14.7.2 Qualifications: Option One (1): Bachelor's degree in
25 human services or related field from an accredited university, two (2) years
26 of experience working with at-risk families and the community including one
27 (1) year supervisory experience, knowledge of public and private social
28 services agencies, community resources, including Federal and State programs,

capable of relating well to individuals from diverse backgrounds, cultures, varied income and education levels and computer competency. Proficiency in English is required, and bilingual, based on community language need, is preferred.

14.7.3 Qualifications Option Two (2): A minimum of five (5) years of experience working with at-risk families and the community, including one (1) year supervisory experience, knowledge of public and private social services agencies, community resources, including Federal and State programs; capable of relating well to individuals from diverse backgrounds, cultures, varied income and education levels and computer competency. Proficiency in English is required, and bilingual, based on community language need, is preferred.

14.8 Counselor (CGC):

14.8.1 Duties: Responsible for providing therapy including assessment treatment planning, termination, and documentation. Administering FaCT approved pre/post measurement tools and entering results into the FaCT-approved database.

14.8.2 Qualifications: Licensed clinician, Marriage and Family Therapist (MFT) Intern, Associate Clinical Social Worker (ACSW), Registered Psychologist, Masters in Social Work (MSW), or Professional Clinical Counselor (PCC) intern enrolled in, or graduated from, an accredited graduate program and under clinical supervision. Proficiency in English and bilingual, based on community language need, is required.

14.9 Director (WTLC):

14.9.1 Duties: Responsible for attending FRC collaborative meetings, providing oversight and training of staff, supporting the development of PEP and clinical supervision of direct services staff.

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14.9.2 Qualifications: Master's degree in human services or related field from an accredited university and five (5) years of management experience and working with at risk families and the community. Proficiency in English is required.

14.10 Family Support Specialist (CB):

14.10.1 Duties: Responsible for assessing needs and assisting families to access resources to meet needs, including court ordered families to facilitate family reunification, coordinating information for PARTICIPANT referrals, participate in FRC CMT meetings, following up on PARTICIPANT's progress, helping to alleviate barriers to accessing services, case planning, compiling and maintaining records, preparing reports, attending and presenting cases at FRC CMT meetings, completing FaCT-approved assessment tools, data entry into FaCT-approved database, attending all required FaCT meetings and trainings and performing related duties as assigned.

14.10.2 Qualifications Option One (1): Bachelor's degree in human services or related field from an accredited university, knowledge of the child welfare system, and two (2) years of experience working directly with families in crisis and the community. Proficiency in English and bilingual, based on community language need, is required.

14.10.3 Qualifications Option Two (2): A minimum of five (5) years of experience working directly with families in crisis and the community and knowledge of the child welfare system. Proficiency in English and bilingual, based on community language need, is required.

14.11 Foster and Adoptive Parent Recruiter (CB):

14.11.1 Duties: Responsible for promoting Foster and Adoptive Parent Recruitment at the FRC, outreach events, partner agency newsletters, community events/workshops and other local community events, and in collaboration with ADMINISTRATOR, provide information about the adoption

process, available services, community involvements and the need for foster and adoptive resources for children in need of a permanent home.

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

14.12 FRC CMT Clinical Supervisor (CGC):

14.12.1 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:

14.12.1.1 Verify and track attendance of required FRC CMT members;

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

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

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

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

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

14.12.1.7 Ensure families are invited to the FRC CMT meetings;

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

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

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

14.12.2 Qualifications: LCSW, MFT, or Licensed Clinical Psychologist and a minimum of two (2) years of group/meeting facilitation experience. Proficiency in English is required.

14.13 FRC Coordinator (CB):

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

14.13.2 Qualifications Option One (1): Bachelor's degree (or Master's degree preferred) in social work, sociology, psychology, or related field from an accredited university, two (2) years of experience working with

at-risk families and the community, knowledge of the child welfare system, capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels, supervision experience in management, ability to work successfully in a collaborative environment, attention to detail, and computer competency. Proficiency in English is required and bilingual, based on community language need, is preferred.

14.13.3 Qualifications Option Two (2): A minimum of five (5) years of experience working with at-risk families and the community, knowledge of the child welfare system, capable of relating well to individuals from diverse backgrounds, cultures, varied income and education levels, supervisory experience in management, ability to work successfully in a collaborative environment, attention to detail and computer competency. Proficiency in English is required and bilingual, based on community language need, is preferred.

14.14 Information and Referral Specialist (RF):

14.14.1 Duties: Responsible for responding to walk-in, call-in and referred PARTICIPANTS seeking community resources. Assess PARTICIPANT's immediate needs and make referrals to appropriate resources. Administer FaCT-approved measurement tools and enter results into the FaCT-approved database.

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

14.15 Operations Manager (RF):

14.15.1 Duties: Administer all human resource functions including administration of benefits, manage insurance renewals, maintain and

perform accounts receivable and accounts payable functions, and oversee payroll.

14.15.2 Qualifications Option One (1): Bachelor's Degree in business, management or related field from an accredited university. Proficiency in English is required and bilingual, based on community need is preferred.

14.15.3 Qualifications Option Two (2): Five (5) years of experience in office management including knowledge of QuickBooks and Microsoft Office programs, attention to detail, ability to work in a collaborative environment and computer competency. Proficiency in English is required and bilingual, based on the community need is preferred.

14.16 Out-of-School-Time Youth Leader (OCCTAC):

14.16.1 Duties: Responsible for providing Out-of-School-Time Youth Program services, monthly art instruction, monitoring attendance, ensuring the health and safety of PARTICIPANTS is maintained at all times, coordinating and communicating with FRC Coordinator, submitting administered FaCT-approved measurement tools to FRC Coordinator to entry to the FaCT-approved database. An OCCTAC representative will attend required meetings.

14.16.2 Qualifications: Two (2) years of college education including twelve (12) units of child development or related coursework, two (2) years of experience teaching art to children and youth 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.

14.17 Parenting Educator (WYS):

14.17.1 Duties: Responsible for teaching parenting education classes and workshops, improving parenting skills and family functioning, monitoring attendance and participation, providing written reports, ///

administering FaCT approved pre/post-tests measurement tool(s) and entering results into the FaCT-approved database.

14.17.2 Qualifications: Twelve (12) units of college education in child development, psychology, sociology, social work or a related field from an accredited university, 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, based on community language need, is required.

14.18 PEP Instructor (WTLC):

14.18.1 Duties: Responsible for providing and instructing Personal Empowerment Program (PEP) services, administering FaCT-approved pre/post measurement tools and entering results into the FaCT-approved database. Additional duties for TLFR PARTICIPANTS include, but are not limited to: verify attendance, issue certificates of completion and provide verbal and/or written reports to County social workers.

14.18.2 Qualifications: PEP certified instructor shall possess a minimum of three (3) years of experience working with domestic violence families, completion of forty (40) hours of Domestic Violence Prevention training, eight (8) hours of Child Abuse Prevention and Reporting Training, completion of PEP Training and a valid Domestic Violence Advocate Certificate is required. Proficiency in English and bilingual, based on community language need, is required.

14.19 Program Director (WYS):

14.19.1 Duties: Responsible for overseeing WYS' contracted FaCT services at the FRC, supervising WYS' FaCT-contracted staff, completing required documentation and attending all required meetings.

14.19.2 Qualifications: Licensed clinician (i.e., LCSW, MFT, or Psychologist), two (2) years post licensure (i.e., LCSW, MFT, or Psychologist)

1 experience, maintain current California licensure, abide by ethical standards
2 promoted by the Board of Behavioral Sciences (BBS) and professional
3 association to which Program Director entitles him/her to belong. Proficiency
4 in English is required.

5 14.20 Program Manager (CB):

6 14.20.1 Duties: Provide general oversight of and responsibility
7 for COUNTY/FaCT contract at designated site, supervise FRC Coordinator and FRC
8 projects, integrate new and existing FRC programs, collaborate with FaCT
9 staff, attend FaCT committee meetings and forums and provide local and
10 regional FRC advocacy.

11 14.20.2 Qualifications: Master's degree in social work or
12 related field from an accredited university, five (5) years of social services
13 experience and three (3) years of supervision experience is required. Two (2)
14 years of experience in more than one child welfare service (i.e., foster care,
15 residential care, in-home services, Wraparound services, family preservation
16 or other child abuse prevention) is preferred. Proficiency in English is
17 required.

18 14.21 Program Manager (RF):

19 14.21.1 Duties: Provide oversight and supervision of RF's staff
20 specified in this Agreement, attend meetings (i.e., Steering Committee, case
21 management, and other partner related meetings) as required, act as liaison
22 between Contractor Partner Agencies, RF accounting department and FaCT to
23 ensure accurate and timely invoicing to the Designated Lead Agency, ensure
24 accuracy of billings, and maintain complete and accurate records of all
25 financial and outcome measurement data.

26 14.21.2 Qualifications Option One (1): Bachelor's Degree in
27 social work, psychology, or a related field from an accredited university, two
28 (2) years of experience working with at-risk families and the community,

knowledge of the child welfare system, supervision experience, ability to work successfully in a collaborative environment, attention to detail, computer competency, ability to facilitate meetings and excellent speaking, writing, and organizational skills. Proficiency in English is required.

14.21.3 Qualifications Option Two (2): Five (5) years of supervision experience, five (5) years of experience working with at-risk families and the community, knowledge of the child welfare system, ability to work successfully in a collaborative environment, attention to detail, computer competency, ability to facilitate meetings, excellent speaking, writing and organizational skills. Proficiency in English is required.

14.22 TLFR Family Fun Activities Leader (CB):

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

14.22.2 Qualifications: Twelve (12) units of college education in child development, education, psychology, sociology, social work, health, recreation, business or a related field from an accredited institution of higher learning, one (1) year of experience working with families and/or children and one (1) year of experience facilitating groups and/or workshops. Proficiency in English is required and bilingual, based on community language need, is preferred.

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