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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY
AND
FAMILY ASSESSMENT COUNSELING AND EDUCATION SERVICES, INC.
AND
PEOPLE FOR IRVINE COMMUNITY HEALTH DBA 2-1-1 ORANGE COUNTY
AND
WOMEN'S TRANSITIONAL LIVING CENTER, INC.
AND
YOUNG MEN'S CHRISTIAN ASSOCIATION OF ORANGE
FOR THE PROVISION OF
SERVICES PROMOTING SAFE AND STABLE FAMILIES

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

1 Living Center, Inc., and Young Men’s Christian Association of Orange, may each
2 also be referred to ~~individually~~ as “Contractor Partner Agencies.” This
3 Agreement shall be administered by the County of Orange Social Services Agency
4 Director or designee, hereinafter referred to as “ADMINISTRATOR.”
5

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

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

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

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

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

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

26 ///
27 ///
28 ///

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Exhibit A

1.	POPULATION TO BE SERVED	1
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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 Exhibit "A" to the Agreement between County of
3 Orange and El Modena Family Resource Center (FRC), for the Provision of
4 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.

27 7.2 Change in Form of Business Organization:

28 If during the term of this Agreement the form of CONTRACTOR's

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

7 7.3 Real Property Disclosure:

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

13 7.3.1 The location by street address and city of any such real
14 property.

15 7.3.2 The fair market value of any such real property as such
16 value is reflected on the most recently issued County Tax Collector's tax
17 bill.

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

21 7.3.3.1 The term duration of any rental, lease or
22 license agreement;

23 7.3.3.2 The amount of monetary consideration to be
24 paid to the lessor or licensor over the term of the rental, lease or license
25 agreement;

26 7.3.3.3 The type and dollar value of any other
27 consideration to be paid to the lessor or licensor; and

28 7.3.3.4 The full names and addresses of all parties

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

5 7.3.4 A listing by full names of all of CONTRACTOR's officers,
6 directors and/or partners, members of its administrative and advisory boards,
7 staff and consultants, who have any family relationship by marriage or blood
8 with a party to any agreement concerning real property referred to in
9 Subparagraph 7.3.3, immediately above, or who have any present or future
10 financial interest in such person's business, whether the entity concerned is
11 a corporation or partnership. Such listing shall also include the full names
12 of all of CONTRACTOR's officers, directors, partners and those holding a
13 financial interest. Included are members of its advisory boards, members of
14 its staff and consultants, who have any family relationship by marriage or
15 blood to an officer, director, or stockholder of the corporation or to any
16 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
17 also indicate the names of the officers, directors, stockholders, or
18 partner(s), as appropriate, and the family relationship which exists between
19 such person(s) and CONTRACTOR's representatives listed.

20 7.3.5 True and correct copies of all agreements with respect to
21 any such real property shall be appended to the documentation described above
22 and made a part thereof. If, during the term of this Agreement, there is a
23 change in the agreement(s) with respect to real property where persons receive
24 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
25 describing such changes.

26 8. NON-DISCRIMINATION

27 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
28 shall not engage nor employ any unlawful discriminatory practices in the

1 admission of clients, provision of services or benefits, assignment of
2 accommodations, treatment, evaluation, employment of personnel or in any other
3 respect on the basis of race, religious creed, color, national origin,
4 ancestry, physical disability, mental disability, medical condition, genetic
5 information, marital status, sex, gender, gender identity, gender expression,
6 age, sexual orientation, military and veteran status or any other protected
7 group in accordance with the requirements of all applicable Federal or State
8 laws.

9 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
10 meets the lawful and applicable requirements of the U.S. Department of Health
11 and Human Services.

12 8.3 CONTRACTOR shall furnish any and all information requested by
13 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
14 books, records and accounts in order to ascertain CONTRACTOR's compliance with
15 Paragraph 8 et seq.

16 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
17 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
18 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

19 8.5 Non-Discrimination in Employment:

20 8.5.1 All solicitations or advertisements for employees placed
21 by or on behalf of CONTRACTOR shall state that all qualified applicants will
22 receive consideration for employment without regard to race, religious creed,
23 color, national origin, ancestry, physical disability, mental disability,
24 medical condition, genetic information, marital status, sex, gender, gender
25 identity, gender expression, age, sexual orientation, military and veteran
26 status or any other protected group in accordance with the requirements of all
27 applicable Federal or State laws. Notices describing the provisions of the
28 equal opportunity clause shall be posted in a conspicuous place for employees

1 and job applicants.

2 8.5.2 CONTRACTOR shall refer any and all employees desirous of
3 filing a formal discrimination complaint to:

4 California Department of Social Services

5 Public Inquiry and Response Bureau

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

7 Sacramento, CA 94244-2430

8 Telephone: (800) 952-5253

9 (800) 952-8349 (For the hard of hearing)

10 8.6 Non-Discrimination in Service Delivery:

11 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
12 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
13 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
14 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
15 the Americans with Disabilities Act of 1990; California Civil Code Section 51
16 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
17 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
18 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
19 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
20 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
21 Act of 1996; and other applicable Federal and State laws, as well as their
22 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
23 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
24 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
25 now exist or be hereafter amended. CONTRACTOR shall not implement any
26 administrative methods or procedures which would have a discriminatory effect
27 or which would violate the CDSS Manual of Policies and Procedures (MPP)
28 Division 21, Chapter 21-100. If there are any violations of this Paragraph,

1 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
2 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
3 other laws, or the issue may be referred to the appropriate Federal agency for
4 further compliance action and enforcement of Subparagraph 8.6 et seq.

5 8.6.2 CONTRACTOR shall provide any and all clients desirous of
6 filing a formal complaint any and all information as appropriate:

7 8.6.2.1 Pamphlet: "Your Rights Under California
8 Welfare Programs" (PUB 13)

9 8.6.2.2 Discrimination Complaint Form

10 8.6.2.3 Civil Rights Contacts:

11 County Civil Rights Contact:

12 Orange County Social Services Agency

13 Program Integrity

14 Attn: Civil Rights Coordinator

15 P.O. Box 22001

16 Santa Ana, CA 92702-2001

17 Telephone: (714) 438-8877

18 State Civil Rights Contact:

19 California Department of Social Services

20 Civil Rights Bureau

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

22 Sacramento, CA 94244-2430

23 Federal Civil Rights Contact:

24 U.S. Department of Health and Human Services

25 Office of Civil Rights

26 50 U.N. Plaza, Room 322

27 San Francisco, CA 94102

28 9. NOTICES

1 9.1 All notices, claims, correspondence, reports, and/or statements
2 authorized or required by this Agreement shall be addressed as follows:

3 COUNTY: County of Orange Social Services Agency
4 Contract Services
5 500 N. State College Blvd.
6 Orange, CA 92868-1600

7 CONTRACTOR: El Modena Family Resource Center
8 c/o Community Action Partnership of Orange County
9 11870 Monarch Street
10 Garden Grove, CA 92841

11 9.2 All notices shall be deemed effective when in writing and
12 deposited in the United States mail, first class, postage prepaid and
13 addressed as above. Any notices, claims, correspondence, reports and/or
14 statements authorized or required by this Agreement addressed in any other
15 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually
16 agree to change the addresses to which notices are sent. This agreement must
17 be in writing.

18 10. NOTICE OF DELAYS

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

24 11. INDEMNIFICATION

25 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
26 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
27 State, COUNTY, and their elected and appointed officials, officers, employees,
28 agents and those special districts and agencies which COUNTY's Board of

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

10 12. INSURANCE

11 12.1 Prior to the provision of services under this Agreement,
12 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
13 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
14 endorsements required herein, necessary to satisfy COUNTY that the insurance
15 provisions of this Agreement have been complied with, and to keep such
16 insurance coverage and the certificates therefore on deposit with
17 ADMINISTRATOR during the entire term of this Agreement. Contractor shall
18 ensure that all subcontractors performing work on behalf of Contractor
19 pursuant to this agreement shall be covered under Contractor's insurance as an
20 Additional Insured or maintain insurance subject to the same terms and
21 conditions as set forth herein for Contractor. Contractor shall not allow
22 subcontractors to work if subcontractors have less than the level of coverage
23 required by County from Contractor under this Agreement. It is the obligation
24 of Contractor to provide notice of the insurance requirements to every
25 subcontractor and to receive proof of insurance prior to allowing any
26 subcontractor to begin work. Such proof of insurance must be maintained by
27 Contractor through the entirety of this agreement for inspection by County
28 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:

Coverage	Minimum Limits	Responsible Contractor Partner Agencies
Commercial General Liability	\$1,000,000 per occurrence	Community Action Partnership of

	\$2,000,000 aggregate	Orange County (CAPOC); Family Assessment Counseling and Education Services, Inc. (FACES); People for Irvine Community Health DBA 2-1-1 Orange County (2110C); Women's Transitional Living Center, Inc. (WTLC); and YMCA of Orange (YMCA)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	CAPOC, FACES, 2110C, WTLC, YMCA
Workers' Compensation	Statutory	CAPOC, FACES, 2110C, WTLC, YMCA
Employer's Liability Insurance	\$1,000,000 per occurrence	CAPOC, FACES, 2110C, WTLC, YMCA
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence	FACES
Sexual Misconduct Liability	\$1,000,000 per occurrence	CAPOC, FACES, 2110C, WTLC, YMCA
Employee Dishonesty		

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:

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

1 12.9.1.1 An Additional Insured endorsement using ISO
2 form CG 2010 or CG 2033 or a form at least as broad naming the County of
3 Orange, its elected and appointed officials, officers, employees, agents as
4 Additional Insureds.

5 12.9.1.2 A primary non-contributing endorsement
6 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
7 insurance maintained by the County of Orange shall be excess and non-
8 contributing.

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

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

17 12.12 Contractor shall notify County in writing within thirty (30) days
18 of any policy cancellation and ten (10) days for non-payment of premium and
19 provide a copy of the cancellation notice to County. Failure to provide
20 written notice of cancellation may constitute a material breach of the
21 contract, upon which the County may suspend or terminate this Agreement.

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

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

28 12.15 Insurance certificates should be mailed to COUNTY at the address

1 indicated in Paragraph 9 of this Agreement.

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

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

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

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

21 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

22 CONTRACTOR shall report to COUNTY:

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

27 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
28 from or related to services performed by CONTRACTOR under this Agreement.

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

3 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
4 property. Such report shall be submitted to COUNTY within twenty-four (24)
5 hours of occurrence.

6 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
7 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
8 under the term of this Agreement. Such report shall be submitted to COUNTY
9 within twenty-four (24) hours of occurrence.

10 14. CONFLICT OF INTEREST

11 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
12 any actions or conditions that could result in a conflict with the best
13 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
14 agents, relatives, subcontractors, and third parties associated with
15 accomplishing the work hereunder.

16 14.2 CONTRACTOR's efforts shall include, but not be limited to,
17 establishing precautions to prevent its employees or agents from making,
18 receiving, providing, or offering gifts, entertainment, payments, loans, or
19 other considerations which could be deemed to appear to influence individuals
20 to act contrary to the best interests of COUNTY.

21 15. ANTI-PROSELYTISM PROVISION

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

26 16. SUPPLANTING GOVERNMENT FUNDS

27 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
28 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
28 items, the local law enforcement agency must be contacted and a copy of the

1 police report submitted to ADMINISTRATOR.

2 17.1.4 To purchase a policy or policies of insurance covering
3 loss or damage to any and all Capital Equipment purchased under this
4 Agreement, in the amount of the full replacement value thereof, providing
5 protection against the classification of fire, extended coverage, vandalism,
6 malicious mischief and special extended perils (all risks) covering the
7 parties' interests as they appear.

8 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
9 requested in writing, shall require the prior written approval of
10 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
11 appropriate and directly related to CONTRACTOR's service or activity under the
12 terms of this Agreement. COUNTY may refuse reimbursement for any costs
13 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
14 if prior written approval has not been obtained from ADMINISTRATOR.

15 17.3 Personal Computer Equipment:

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

24 18. BREACH SANCTIONS

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

1 Agreement:

2 18.1 Afford CONTRACTOR a time period within which to cure the breach,
3 which period shall be established by ADMINISTRATOR; and/or

4 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
5 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
6 later recovery; and/or

7 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
8 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

11 19. DESIGNATED FISCAL LEAD AGENCY

12 19.1 Each of the Contractor Partner Agencies agrees that Community
13 Action Partnership of Orange County (CAPOC) shall serve as the designated
14 ~~fiscal~~ lead agent on behalf of the CONTRACTOR, with authority to present
15 claims to COUNTY on behalf of each of the Contractor Partner Agencies for
16 services delivered by each of them pursuant to this Agreement. As designated
17 ~~fiscal~~ lead agent, CAPOC, shall receive the claims from each of the other
18 Contractor Partner Agencies on a monthly basis and shall submit these claims,
19 along with its own monthly claim, pursuant to Paragraph 20 herein. Claims
20 submitted to COUNTY by the designated ~~fiscal~~ lead agent shall clearly identify
21 the services that were performed by each Contractor Partner Agency Agencies.
22 Any and all payments to be made by COUNTY pursuant to this Agreement shall be
23 made payable to the designated ~~fiscal~~ lead agent. The designated ~~fiscal~~ lead
24 agent shall thereafter disburse payment as appropriate to the Contractor
25 Partner Agencies. Each of the Contractor Partner Agencies agrees that
26 COUNTY's disbursement of payment to the designated ~~fiscal~~ lead agent shall
27 satisfy COUNTY's payment obligation under this Agreement.

28 19.2 As the designated ~~fiscal~~ lead agent, CAPOC shall also be

1 responsible for ~~at a minimum facilitating CONTRACTOR meetings, collecting~~
2 ~~documentation for invoices, and outcome measurements from each CONTRACTOR~~
3 ~~Partner Agency, and maintaining complete and accurate records of all financial~~
4 ~~and outcome measurement data on behalf of CONTRACTOR~~ activities that include
5 but are not limited to the following:

6 19.2.1 Oversight of FRC services;

7 19.2.2 Employment and supervision of the FRC Coordinator;

8 19.2.3 Facilitating established meetings for Contractor Partner
9 Agencies and generating meeting minutes;

10 19.2.4 Coordinating a minimum of weekly case management
11 meetings;

12 19.2.5 Collecting and maintaining complete documentation for
13 invoices from Contractor Partner Agencies;

14 19.2.6 Overseeing the collection, maintenance, and management of
15 FRC data including outcome measurements from Contractor Partner Agencies;

16 19.2.7 Generating monthly reports (i.e. Service Grids) in
17 accordance with Paragraph 38 of this Agreement and Exhibit Paragraph 9 for
18 submission to COUNTY;

19 19.2.8 Reimbursing FaCT-funded Contractor Partner Agencies for
20 FaCT-funded services rendered prior to invoicing COUNTY;

21 19.2.9 Generating modification requests on the FRC's behalf for
22 submission to COUNTY;

23 19.2.10 Collecting information from Contractor Partner Agencies
24 and generating a monthly FRC activity calendar;

25 19.2.11 Coordinating FRC sustainability efforts referenced in
26 Exhibit "A", Subparagraph 11 of this Agreement;

27 19.2.12 Ensuring all Contractor Partner Agencies are current on
28 required documentation (e.g., insurance certificates, copies of

1 resumes/applications, independent audits);

2 19.2.13 Ensuring all Non-FaCT Funded Partner Agencies have a
3 current agreement with the FRC and provide copies of agreements to COUNTY upon
4 request;

5 19.2.14 Facilitating collaborative activities, services, and
6 programs to ensure effective service delivery;

7 19.2.15 Maintaining complete and accurate records of all
8 financial and outcome measurement data for the FRC;

9 19.2.16 Attending required FaCT meetings and mandatory trainings;
10 and

11 19.2.17 Maintaining the integrity of the FaCT database and other
12 reports as necessary.

13 20. PAYMENTS

14 20.1 Maximum Contractual Obligation:

15 The maximum obligation of COUNTY under this Agreement shall be
16 ~~\$333,540~~ not exceed the amount of \$1,500,000: The amount of \$300,000 for July
17 1, 2015 through June 30, 2016; the amount of \$300,000 for July 1, 2016 through
18 June 30, 2017; the amount of \$300,000 for July 1, 2017 through June 30, 2018;
19 the amount of \$300,000 for July 1, 2018 through June 30, 2019; and the amount
20 of \$300,000 for July 1, 2019 through June 30, 2020 or actual allowable costs,
21 whichever is less.

22 20.2 Allowable Costs:

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

1 of such anticipated expenditure.

2 20.3 ~~Advance Payment:~~

3 ~~ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR~~
4 ~~an amount not in excess of 16.66 percent (16.66%) of the maximum obligation of~~
5 ~~COUNTY for the first twelve-month period of the Agreement, upon receipt of a~~
6 ~~written request. The request shall be accompanied by such justification as~~
7 ~~ADMINISTRATOR may require. ADMINISTRATOR may deduct any such advances from~~
8 ~~any one or more payments owed to CONTRACTOR prior to March 31, 2016. If, at~~
9 ~~the conclusion of this Agreement, there is a balance owing COUNTY, CONTRACTOR~~
10 ~~shall immediately refund said monies to COUNTY.~~

11 20.4 Claims:

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

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

1 20.4.3 Payments should be released by COUNTY within a reasonable
2 time period of approximately thirty (30) days after receipt of a correctly
3 completed claim form and required supporting documentation.

4 20.4.4 Year End and Final Claims:

5 20.4.4.1 CONTRACTOR shall submit a final claim for
6 each COUNTY fiscal year, July 1 through June 30, covered under the term of
7 this Agreement as stated in Paragraph 1, by no later than August 30th of each
8 corresponding COUNTY fiscal year. Claims received after August 30th of each
9 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
10 be reimbursed. ADMINISTRATOR may modify the date that which the final claim
11 per each COUNTY fiscal year must be received, upon written notice to
12 CONTRACTOR.

13 20.4.4.2 The basis for final settlement shall be the
14 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or 48
15 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to
16 this Agreement; limited, however, to the maximum obligation of COUNTY. In the
17 event that any overpayment has been made, COUNTY may offset the amount of the
18 overpayment against the final payment. In the event overpayment exceeds the
19 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)
20 business days of notice from COUNTY. Nothing herein shall be construed as
21 limiting the remedies of COUNTY in the event an overpayment has been made.

22 21. OVERPAYMENTS

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

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

8 22. OUTSTANDING DEBT

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

12 23. FINAL REPORT

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

18 24. INDEPENDENT AUDIT

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

28 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle

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

9 25. RECORDS, INSPECTIONS AND AUDITS

10 25.1 Financial Records:

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

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

21 25.2 Client Records:

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

25 25.2.2 All client records related to services provided under the
26 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
27 (5) years from the date of final payment under this Agreement or until all
28 pending COUNTY, State and Federal audits are completed, whichever is later.

1 Notwithstanding anything to the contrary, upon termination of this Agreement,
2 CONTRACTOR shall relinquish control with respect to client records to COUNTY
3 in accordance with Subparagraph 43.2.

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

9 25.3 Public Records:

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

15 25.4 Inspections and Audits:

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

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

1 25.4.3 In the event CONTRACTOR does not make available its books
2 and financial records within the borders of Orange County, CONTRACTOR agrees
3 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
4 designee, necessary to obtain CONTRACTOR's books and financial records.

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

10 25.5 Evaluation Studies:

11 25.5.1 CONTRACTOR shall participate as requested by COUNTY in
12 research and/or evaluative studies designed to show the effectiveness and/or
13 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
14 project.

15 26. PERSONNEL DISCLOSURE

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

21 26.1.1 Names of all full or part-time personnel by title,
22 including volunteer personnel, whose direct services are required to provide
23 the programs described herein;

24 26.1.2 A brief description of the functions of each position and
25 the hours each person works each week; or for part-time personnel, each day or
26 month, as appropriate;

27 26.1.3 The professional degree, if applicable, and experience
28 required for each position; and

1 26.1.4 The language skill, if applicable, for all personnel.

2 26.2 CONTRACTOR's employment applications shall require applicants to
3 provide detailed information regarding the conviction of a crime by any court,
4 for offenses other than minor traffic offenses. Information not disclosed in
5 the employment application discovered subsequent to the hiring or promotion of
6 any applicant shall be cause for termination of that employee from the
7 performance of services under this Agreement.

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

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

24 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
25 arrest and/or subsequent conviction, for offenses other than minor traffic
26 offenses, of any paid employee and/or volunteer staff performing services
27 under this Agreement, when such information becomes known to CONTRACTOR.
28 ADMINISTRATOR may determine whether such employee and/or volunteer may

1 continue to provide services under this Agreement and shall provide notice of
2 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
3 with ADMINISTRATOR's decision shall be deemed a material breach of this
4 Agreement, pursuant to Paragraph 18 above.

5 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
6 staff performing work hereunder and any proposed changes in CONTRACTOR's
7 staff.

8 26.7 COUNTY shall have the right to require CONTRACTOR to remove any
9 employee from the performance of services under this Agreement. At the
10 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

11 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
12 terminated for cause from working on this Agreement.

13 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
14 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
15 work in accordance with the terms and conditions of this Agreement.

16 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 its agents, officers, and employees from employer sanctions and any other
2 liability which may be assessed against CONTRACTOR or COUNTY or both in
3 connection with any alleged violation of any Federal or State statutes or
4 regulations pertaining to the eligibility for employment of any persons
5 performing work under this Agreement.

6 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

7 28.1 In order to comply with child support enforcement requirements of
8 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
9 of the award of this Agreement:

- 10 (a) in the case of an individual contractor, his/her name, date of
11 birth, Social Security number, and residence address;
- 12 (b) in the case of a contractor doing business in a form other than as
13 an individual, the name, date of birth, Social Security number,
14 and residence address of each individual who owns an interest of
15 ten percent (10%) or more in the contracting entity;
- 16 (c) a certification that CONTRACTOR has fully complied with all
17 applicable Federal and State reporting requirements regarding its
18 employees; and
- 19 (d) a certification that CONTRACTOR has fully complied with all
20 lawfully served Wage and Earnings Assignment Orders and Notices of
21 Assignment, and will continue to so comply.

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

1 28.3 It is expressly understood that this data will be transmitted to
2 governmental agencies charged with the establishment and enforcement of child
3 support orders, and for no other purpose.

4 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

22 31. CONFIDENTIALITY

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

28 31.2 All records and information concerning any and all persons

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

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

19 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
20 be subject to the confidentiality requirements of this Agreement.

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

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

1 31.5.2 CONTRACTOR must receive prior written approval of the
2 Juvenile Court before allowing any child to be interviewed, photographed or
3 recorded by any publication or organization or to appear on any radio,
4 television or internet broadcast or make any other public appearance. Such
5 approval shall be requested through child's Social Worker.

6 32. COPYRIGHT ACCESS

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

11 33. WAIVER

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

20 34. PETTY CASH

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

23 35. PUBLICITY

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

28 35.2 CONTRACTOR shall not disclose any details in connection with this

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

6 35.2.1 CONTRACTOR shall develop all publicity material in a
7 professional manner; and

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

13 36. COUNTY RESPONSIBILITIES

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

16 37. REFERRALS

17 37.1 CONTRACTOR shall provide services to individuals referred by
18 ADMINISTRATOR.

19 38. REPORTS

20 38.1 CONTRACTOR shall provide information deemed necessary by
21 ADMINISTRATOR to complete any State-required reports related to the services
22 provided under this Agreement.

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

28 39. ENERGY EFFICIENCY STANDARDS

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

4 40. ENVIRONMENTAL PROTECTION STANDARDS

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

11 40.1 No facility to be utilized in the performance of the proposed
12 grant has been listed on the EPA List of Violating Facilities;

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

17 40.3 It will notify COUNTY and EPA about any known violation of the
18 above laws and regulations.

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

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

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

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

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

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

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

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

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

5 42. POLITICAL ACTIVITY

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

9 43. TERMINATION PROVISIONS

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

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

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

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

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

5 44. GOVERNING LAW AND VENUE

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

15 45. SIGNATURE IN COUNTERPARTS

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

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

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By: _____
CLARENCE W. RAY
EXECUTIVE DIRECTOR
COMMUNITY ACTION PARTNERSHIP
OF ORANGE COUNTY

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

Dated: _____

Dated: _____

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

By: _____
KAREN B. WILLIAMS
CHIEF EXECUTIVE OFFICER
PEOPLE FOR IRVINE
COMMUNITY HEALTH

Dated: _____

Dated: _____

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

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

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

Dated: _____

Dated: _____

By: _____
JIMMY OZAETA
CHIEF EXECUTIVE OFFICER
YOUNG MEN'S CHRISTIAN
ASSOCIATION OF ORANGE

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

By: _____
DEPUTY

Dated: _____

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EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY

AND

FAMILY ASSESSMENT COUNSELING AND EDUCATION SERVICES, INC.

AND

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

AND

WOMEN'S TRANSITIONAL LIVING CENTER, INC.

AND

YOUNG MEN'S CHRISTIAN ASSOCIATION OF ORANGE

FOR THE PROVISION OF

SERVICES PROMOTING SAFE AND STABLE FAMILIES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services Promoting Safe and Stable Families ~~specified below,~~ to: birth, kinship, blended, adoptive, and foster families with children, ages birth to eighteen (0-18) years who are at risk ~~for and/or experiencing child abuse and/or neglect; or have a history of abuse and/or maltreatment, or live~~ families living in poverty or economic hardships, domestic violence, unemployment, teen pregnancy, and unhealthy parenting; ~~or receive~~ 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

1 eighteenth through twenty-one (18-21), who are being served by child welfare or
2 probation agencies and who are under the jurisdiction of the Orange County
3 Juvenile Court; military families (active and veteran); and persons with
4 disabilities. ~~The population to be served as defined in this Paragraph that~~
5 ~~reside in the city of Orange, California, and surrounding communities within~~
6 ~~Orange County.~~ The population to be served as defined in this paragraph shall
7 hereinafter be referred to as "PARTICIPANTS" or "FAMILIES."

8 1.2 CONTRACTOR shall provide Family Resource Center (FRC) services
9 primarily to those PARTICIPANTS residing in Orange.

10 2. PSSF & CBCAP FUNDING REQUIREMENTS WORKLOAD STANDARDS

11 2.1 CONTRACTOR shall provide services/activities, as described in
12 Paragraph 5 below, to address one (1) or more of the seven (7) Promoting Safe
13 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,
14 and addressing all four (4) of the PSSF service categories defined in
15 Subparagraphs 2.3.1 through 2.3.4, below.

16 2.2 PSSF Outcomes: Services must meet a minimum of one (1) of the
17 following PSSF outcomes ~~for each contracted service~~:

18 2.2.1 Children are, first and foremost, protected from abuse
19 and neglect.

20 2.2.2 Children are safely maintained in their own homes
21 whenever possible and appropriate.

22 2.2.3 Children have permanency and stability in their living
23 situations.

24 2.2.4 The continuity of family relationships and connections is
25 preserved for children.

26 2.2.5 Families have enhanced capacity to provide for their
27 children's needs.

28 2.2.6 Children receive appropriate services to meet educational

1 needs.

2 2.2.7 Children receive adequate services to meet physical and
3 mental health needs.

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

5 2.3.1 Family Preservation: Family Preservation (FP) services
6 typically are designed to help families alleviate crises that might lead to
7 out-of-home placement of children; maintain the safety of children in their
8 own homes; and assist families in obtaining services and other supports
9 necessary to address their multiple needs in a culturally responsive manner.
10 ~~FP services should comprise approximately twenty five (25) percent of the~~
11 ~~budget for total services. Services must address a minimum of one (1) of the~~
12 ~~PSSF outcomes for each contracted service (as specified in Subparagraph 2.2~~
13 ~~below).~~

14 2.3.2 Family Support: Family Support (FS) services are
15 primarily community-based preventive activities designed to alleviate stress
16 and promote parental competencies and behaviors that will increase the ability
17 of families to successfully nurture their children; enable families to use
18 other resources and opportunities available in the community; and create
19 supportive networks to enhance child-rearing abilities of parents and help
20 compensate for the increased social isolation and vulnerability of families.
21 ~~FS services should comprise approximately thirty five (35) percent of the~~
22 ~~budget for total services. Services must address a minimum of one (1) of the~~
23 ~~PSSF outcomes for each contracted service (as specified in Subparagraph 2.2~~
24 ~~below).~~

25 2.3.3 Time-Limited Family Reunification: Time-Limited Family
26 Reunification (TLFR) are services and activities provided to a child who is
27 removed from the child's home and placed in a foster family home or a
28 childcare institution. These services are also for the parents or primary

1 caregiver for the child, in order to facilitate the reunification of the child
2 safely and appropriately during the court ordered family reunification period.
3 TLFR services include individual, group, and family counseling; inpatient,
4 residential, or outpatient substance abuse treatment services; mental health
5 services; assistance to address domestic violence; temporary childcare and
6 therapeutic services for families, including crisis nurseries; and
7 transportation to and from any of the above services. ~~TLFR services should~~
8 ~~comprise approximately twenty (20) percent of the budget for total services.~~
9 ~~Services must address a minimum of one (1) of the PSSF outcomes for each~~
10 ~~contracted service (as specified in Subparagraph 2.2 below).~~

11 2.3.4 Adoption Promotion and Support: Adoption Promotion and
12 Support (APS) services are designed to encourage more adoptions out of the
13 foster care system, when adoptions promote the best interest of children, and
14 including such activities as pre- and post-adoptive services designed to
15 expedite the adoption process and support adoptive families. ~~APS services~~
16 ~~should comprise approximately twenty (20) percent of the budget for total~~
17 ~~services. Services must address a minimum of one (1) of the PSSF outcomes for~~
18 ~~each contracted service (as specified in Subparagraph 2.2 below).~~

19 2.4 Unless specified otherwise, the services described below in
20 Subparagraphs 5.1 through 5.13 addresses each of the four (4) PSSF categories
21 described above in Subparagraphs 2.3.1 through 2.3.4.

22 2.5 Community-Based Child Abuse Prevention (CBCAP): Services shall
23 align with the California Department of Social Services Community-Based Child
24 Abuse Prevention (CBCAP) program which supports efforts to develop, operate,
25 expand, enhance, and coordinate initiatives, programs and activities to
26 prevent child abuse and neglect. In addition, CBCAP supports the coordination
27 of resources to better strengthen and support families as well as foster
28 understanding, appreciation and knowledge of diverse populations in order to

1 effectively prevent and treat child abuse and neglect.

2 2.6 ADMINISTRATOR may, in its sole discretion and upon written notice
3 to CONTRACTOR, modify: the terms or definitions, the particular type of
4 services/activities to be provided, the time-of-day and day-of-week
5 services/activities are to be provided, the location(s) where
6 services/activities shall be provided, the date(s) services/activities shall
7 begin and end, the service goal(s), measurement tools and outcome indicators,
8 and the number of participants to be provided services/activities as described
9 in Paragraph 5, below, without changing COUNTY'S maximum obligation as set
10 forth in this Agreement. ~~CONTRACTOR understands that such modification(s)~~
11 ~~shall promote community participation.~~ Any modification of
12 services/activities shall remain within the scope of defined PSSF service
13 categories and PSSF outcomes and shall promote community participation.
14 CONTRACTOR shall not institute any modification without prior, written
15 approval of ADMINISTRATOR.

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

20 3. HOURS OF OPERATION

21 3.1 CONTRACTOR shall provide services during hours that are responsive
22 to the needs of PARTICIPANT ~~the target population(s) as determined by~~
23 ~~ADMINISTRATOR.~~ At a minimum, CONTRACTOR shall provide services Monday through
24 Friday from ~~8~~ 9:00 a.m. to ~~5~~ 6:00 p.m., except COUNTY holidays as established
25 by the Orange County Board of Supervisors. Weekly hours shall include a
26 minimum of two (2) weeknights until 8:00 p.m. or one (1) weekend day for a
27 minimum of four (4) hours to meet community needs. CONTRACTOR may off-set
28 regular hours based on the FRC being open for services evenings and/or

weekends. For example, service hours on Tuesday and Thursday may be adjusted to 11:00 a.m. to 8:00 p.m. FRC operating hours must be submitted to ADMINISTRATOR for approval. Any changes to the regular schedule must be pre-approved, in writing, by ADMINISTRATOR. FRC shall provide a phone messaging system to record messages and post a sign with an emergency contact name and telephone number for PARTICIPANTS who may call or visit the FRC after hours.

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.

4. FaCT GENERAL REQUIREMENTS

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 Agencies who are providing onsite services at the FRC.

4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of

1 understanding or agreement specifying their commitment to provide services
2 throughout the term of this Agreement.

3 4.4 Designate Community Action Partnership of Orange County to
4 function as both the designated lead agency and the program management lead
5 agency. The fiscal and program management responsibilities shall include
6 those referenced in Paragraph 19 of this Agreement.

7 4.5 Provide bilingual staff responsible for direct services that are
8 language appropriate.

9 4.6 Provide services that are culturally responsive to the needs of
10 the community to be served.

11 4.7 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network
12 Administrative Services (FNAS) provider, by attending required meetings,
13 trainings, completing data entry into FaCT database system, and engaging with
14 the FaCT Network in activities related to the FaCT mission and vision.

15 4.8 Provide all services at the FRC. Services may also be offered in-
16 home, at schools, and other community locations as needed as mutually agreed
17 upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all
18 Clinical Supervision, Family Support Services, Counseling and Case Management
19 Team services.

20 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT
21 Funded Partner Agency(ies) to ensure participants complete FaCT required
22 registration, consent, sign-in forms, satisfaction surveys, and/or complete
23 assessment tools referenced in Subparagraph 8.4 when receiving services
24 requiring an assessment.

25 4.10 Collaborate with COUNTY staff and COUNTY'S contracted Differential
26 Response (DR) and Family Stabilization (FS) services staff who provide
27 services to Social Services Agency (SSA) clients residing in the FRC's service
28 area as referenced in 1.2.

5. SERVICES

Throughout this Exhibit, the Contractor Partner Agencies shall hereinafter be referred to as: Community Action Partnership of Orange County (CAPOC), Family Assessment Counseling and Education Services, Inc. (FACES), People for Irvine Community Health DBA 2-1-1 Orange County (2110C), Women's Transitional Living Center, Inc. (WTLC) and Young Men's Christian Association of Orange (YMCA).

5.1 Clinical Supervision (FACES):

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

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

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

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

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

5.2 Individual Counseling Services (FACES):

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;

1 5.2.1.2 Increase participant's coping skills in
2 dealing with stress;

3 5.2.1.3 Increase access to social support systems;

4 5.2.1.4 Facilitate linkages to appropriate and needed
5 treatment programs (e.g., domestic violence, substance abuse, mental health,
6 etc.);

7 5.2.1.5 Reduce risk of violence in the home; and

8 5.2.1.6 Improve individual and family functioning.

9 5.2.2 ~~FACES shall provide Individual Counseling services to~~
10 ~~children ages birth to eighteen (0-18) years, who are at risk of abuse or~~
11 ~~neglect, and/or their parents, foster parents (and their children), adoptive~~
12 ~~families (and their children), and/or caregivers (and their children).~~
13 ~~Individuals may include: those who are low income, coming from intact~~
14 ~~families, individuals in the process of reunification; those who may be~~
15 ~~experiencing a crisis due to interpersonal conflicts, difficult parenting~~
16 ~~issues, challenging child needs, and/or traumatic loss (hereinafter referred~~
17 ~~to as "PARTICIPANTS" for purposes of Subparagraph 5.2). These individuals are~~
18 ~~not Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements~~
19 ~~for medical necessity.~~

20 5.2.3 FACES shall provide Crisis, Family, Individual and Group
21 counseling services for a minimum of ~~twenty five (25)~~ one hundred fifty (150)
22 unduplicated PARTICIPANTS annually. Individual Counseling services shall
23 include, but not be limited to: assess PARTICIPANT's needs, provide emotional
24 support, stabilize immediate crisis, develop goals for PARTICIPANTS, address
25 independent living skills, self control, parenting issues, cycle of abuse,
26 victimization, enhancing family dynamics, ~~modify dysfunctional behaviors,~~
27 ~~incorporate appropriate family roles and develop time limited goals for the~~
28 ~~family and child in placement that are targeted to PARTICIPANTS' particular~~

1 ~~reunification plans, if applicable, and make appropriate linkages to all~~
2 ~~needed treatment programs and social support systems, assist parent/caregivers~~
3 ~~with proper parenting techniques, facilitate therapeutic exploration,~~
4 ~~discussion of family issues impacting overall family functioning, and~~
5 ~~establish reasonable and attainable goals. The Counselor and/or designee, as~~
6 ~~approved by ADMINISTRATOR, shall attend the FRC's Comprehensive Case~~
7 ~~Management Team (CMT) meetings. Services shall be provided in a culturally~~
8 ~~responsive manner in English and Spanish as needed by PARTICIPANT.~~

9 5.2.4 FACES shall provide Crisis counseling to a minimum of
10 thirty-five (35) individuals continuously throughout the term of this
11 Agreement by appointment ~~Monday through Friday~~ during FRC operating hours.
12 FACES may also schedule evening hours at the request of PARTICIPANTS. Crisis
13 Counseling sessions shall be a minimum of ~~fifty (50)~~ sixty (60) minutes in
14 duration, or as clinically indicated by the clinician, and offered to
15 PARTICIPANTS on a weekly basis. FACES shall offer a minimum of ~~four (4)~~ one
16 (1) Crisis ~~weeks of~~ counseling session and a maximum of ~~twenty (20)~~ four (4)
17 sessions for each PARTICIPANT. Crisis counseling services shall be based on
18 cognitive behavioral therapy. ~~individual or family. FRC shall provide a phone~~
19 ~~messaging system to record messages and post a sign with an emergency contact~~
20 ~~name and telephone number for PARTICIPANTS who may call or visit the FRC after~~
21 ~~hours.~~

22 5.2.5 FACES shall provide Family counseling for a minimum of
23 forty (40) FAMILIES continuously throughout the term of this Agreement by
24 appointment during FRC operating hours. FACES may also schedule evening hours
25 at the request of PARTICIPANTS. Family counseling sessions shall be a minimum
26 of fifty (50) minutes in duration, or as clinically indicated by the
27 clinician, and offered to PARTICIPANTS on a weekly basis. FACES shall offer a
28 minimum of four (4) sessions and a maximum of twenty (20) sessions for each

1 PARTICIPANT. Family counseling services shall be based on family systems
2 approach.

3 5.2.6 FACES shall provide Individual counseling for a minimum
4 of fifty (50) individuals services continuously throughout the term of this
5 Agreement by appointment ~~Monday through Friday~~ during FRC operating hours.
6 FACES may also schedule evening hours at the request of PARTICIPANTS.
7 Individual Counseling sessions shall be a minimum of fifty (50) minutes in
8 duration, or as clinically indicated by the clinician, and offered to
9 PARTICIPANTS on a weekly basis. FACES shall offer a minimum of four (4) ~~weeks~~
10 ~~of counseling~~ sessions and a maximum of twenty (20) sessions for each
11 PARTICIPANT. Individual counseling services shall be based on cognitive
12 behavioral therapy.

13 5.2.7 FACES shall provide Group counseling services for a
14 minimum of twenty-five (25) PARTICIPANTS continuously throughout the term of
15 this Agreement by appointment ~~Monday through Friday~~ during FRC operating
16 hours. FACES may also schedule evening hours at the request of PARTICIPANTS.
17 FACES shall provide a minimum of four (4) Group counseling series at a minimum
18 of ninety (90) minutes each session with a six (6) week session minimum per
19 series ~~for a total of twenty-four (24) weeks minimum Group Counseling~~
20 ~~services~~. Each session shall include a minimum of five (5) PARTICIPANTS per
21 group session. Group counseling for children and teens shall be provided at a
22 minimum of forty-five (45) minutes each session. Group counseling services
23 for children and teens shall include the use of interactive tools. Children's
24 Group counseling services shall include the use of social skills curriculums.
25 Teen Group counseling services shall focus on values clarification and social
26 skills building.

27 5.2.8 ~~FACES shall provide Individual Counseling services in a~~
28 ~~private office space at the FRC, or other community locations, with advance~~

1 ~~written approval by ADMINISTRATOR, provided location can accommodate the~~
2 ~~confidentiality of the service.~~

3 5.2.9 ~~FACES shall measure progress by ensuring PARTICIPANTS~~
4 ~~complete a FaCT registration form, FaCT consent form, and FaCT approved~~
5 ~~assessment tools.~~

6 5.2.10 ~~FACES' Individual Counseling services shall address the~~
7 ~~following PSSF service categories: FP, FS, TLFR, and APS.~~

8 5.2.11 FACES shall provide qualified, bilingual
9 licensed/license-eligible Counselor staff as specified in Subparagraph 14.7 of
10 this Exhibit.

11 5.3 Family Advocacy/Case Management Support Services (CAPOC):

12 5.3.1 The objectives of Family Support Services are as follows:

13 5.3.1.1 Increase families' follow-through with
14 service providers.

15 5.3.1.2 Increase access to resources.

16 5.3.1.3 Increase effective coordination of services
17 among providers.

18 5.3.1.4 Assist in accessing resources so families may
19 achieve economic self-sufficiency.

20 5.3.2 ~~Community Action Partnership of Orange County (CAPOC)~~
21 ~~shall provide Family Advocacy/Case Management Support services to children~~
22 ~~ages birth to eighteen (0-18) years, who are at risk of abuse or neglect,~~
23 ~~and/or their parents, foster parents (and their children), and/or caregivers~~
24 ~~(and their children), and/or pre- and post-adoptive families. Families may~~
25 ~~include: those who are low income, homeless, unemployed; families in the~~
26 ~~process of reunification or in the process of COUNTY adoption process; or~~
27 ~~those who may be experiencing a crisis due to interpersonal conflicts,~~
28 ~~difficult parenting issues, challenging child needs, and/or traumatic loss~~

1 ~~(hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.6).~~

2 5.3.3 CAPOC shall provide Family Advocacy/~~Case Management~~
3 Support Services for a minimum of one hundred (100) unduplicated ~~PARTICIPANTS~~
4 ~~FAMILIES~~ annually. Family Advocacy/~~Case Management~~ Support Services shall
5 ~~include, but not be limited to,~~ are those services employing a case manager
6 (e.g., Family Support Specialist) responsible for ~~the following: assess~~
7 ~~assessing~~ the strengths and meeting the ~~multiple~~ needs of a ~~client~~ family,
8 ~~arrange, coordinate, monitor, evaluate, and advocate~~ ~~arranging, coordinating,~~
9 ~~monitoring, evaluating, and advocating~~ for multiple services for families.
10 The primary goal of case management shall be to link clients with multiple
11 needs to resources, services, and opportunities. The Family Support
12 Specialist shall also teach and empower clients to access community resources;
13 and strengthen problem solving skills; ~~build on family strengths; case~~
14 ~~planning; follow up with families; assess if services meet family's need;~~
15 ~~empower families; teach problem solving skills and how to access resources;~~
16 ~~and office and in-home visits; Services shall be provided in a family~~
17 ~~friendly, culturally responsive manner in English and Spanish as needed by~~
18 ~~PARTICIPANT.~~

19 5.3.4 CAPOC shall provide Family Advocacy/~~Case Management~~
20 Support Services ~~continuously~~ throughout the term of this Agreement ~~Monday~~
21 ~~through Friday~~ during FRC operating hours ~~or at dates and times convenient for~~
22 ~~families.~~ CAPOC shall provide ~~short-term~~ Family Advocacy/~~Case Management~~
23 Support Services for a minimum of thirty (30) days ~~or long-term~~ Family
24 ~~Advocacy/Case Management Support services for a minimum of sixty (60) days for~~
25 each PARTICIPANT.

26 5.3.5 CAPOC shall primarily provide Family Advocacy/~~Case~~
27 ~~Management~~ Support Services in family's home, at the FRC, or at other
28 community locations as needed with advance written approval by ADMINISTRATOR.

1 5.3.6 CAPOC shall measure progress by ensuring PARTICIPANTS
2 complete a FaCT registration form, FaCT consent form, and FaCT approved
3 assessment tools.

4 5.3.7 CAPOC's Family Advocacy/Case Management Support services
5 shall address the following PSSF service categories: FP, FS, TLFR, and APS.

6 5.3.8 CAPOC shall provide qualified, bilingual Family
7 Advocate/Individual Case Manager Support Specialist staff as specified in
8 Subparagraph 14.8 of this Exhibit.

9 5.4 Foster and Adoptive Parent Recruitment (CAPOC) Community Outreach
10 to Promote Foster and Adoption Promotion:

11 5.4.1 The objective of Foster and Adoptive Parent Recruitment
12 services is to increase foster/adoptive awareness to prospective caregivers.

13 5.4.2 CAPOC shall provide Community Outreach to Promote Foster
14 and Adoption Promotion services for parents and/or guardians interested in
15 becoming an adoptive parent/guardian, (hereinafter referred to as
16 "PARTICIPANTS," for purposes of Subparagraph 5.13). help promote, in
17 collaboration with ADMINISTRATOR, the need for foster and adoptive resources
18 for children in need of a permanent home. Promotional activities may include,
19 but are not limited to: displaying media or printed material at the FRC,
20 promotion at community events/workshops, and distribution of flyers and other
21 marketing materials to local community residents.

22 5.4.3 CAPOC shall provide Community Outreach to Promote Foster
23 and Adoption Promotion Foster and Adoptive Parent Recruitment services for a
24 minimum of thirty two (32) twenty (20) unduplicated PARTICIPANTS. Community
25 Outreach to Promote Foster and Adoption Promotion Foster and Adoptive Parent
26 Recruitment services shall include, but not be limited to, the following:
27 coordinate outreach messages and presentations to community sites. CAPOC
28 shall recruit four (4) adoptive families. All community Outreach to Promote

1 ~~Foster and Adoption Promotion services will be provided in Spanish and~~
2 ~~English.~~ informative activities and workshops including testimonials by foster
3 and adoptive parents and adopted youth.

4 5.4.4 CAPOC shall provide a minimum of ~~four (4)~~ one (1) large
5 and two (2) smaller ~~Community Outreach to Promote Foster and Adoption~~
6 ~~Promotion presentations~~ Foster and Adoptive Parent Recruitment community
7 events/workshops annually during the term of this Agreement. ~~Community~~
8 ~~Outreach to Promote Foster and Adoption Promotion presentation events shall be~~
9 ~~scheduled Monday through Saturday.~~ ~~Community Outreach to Promote Foster and~~
10 ~~Adoption Promotion presentation events shall be a minimum of two (2) hours in~~
11 ~~duration~~

12 5.4.5 CAPOC shall distribute a minimum of five hundred (500)
13 Foster and Adoptive Parent Recruitment event flyers to the community and
14 PARTICIPANTS receiving FRC services in the two to four (2 to 4) weeks
15 preceding the community events/workshops.

16 5.4.6 ~~CAPOC shall provide Community Outreach to Promote Foster~~
17 ~~and Adoption Promotion services at the FRC and/or at other community~~
18 ~~locations, to be approved in advance and in writing by ADMINISTRATOR.~~

19 5.4.7 ~~CAPOC shall measure progress by ensuring that~~
20 ~~PARTICIPANTS complete a FaCT registration form.~~

21 5.4.8 ~~CAPOC Community Outreach to Promote Foster and Adoption~~
22 ~~Promotion~~ Foster and Adoptive Parent Recruitment services shall address only
23 the following PSSF service category: APS.

24 5.4.9 CAPOC shall provide qualified Foster and Adoptive Parent
25 Recruiter staff (e.g., FRC Coordinator, Community Engagement Volunteer
26 Coordinator and Family Support Specialist) as specified in Subparagraph 14.9
27 of this Exhibit.

28 5.5 FRC Comprehensive Case Management Team (FACES and CAPOC):

1 5.5.1 The objectives of FRC CMT services are as follows:

2 5.5.1.1 Increase collaboration among Contractor
3 Partner Agencies to effectively coordinate services.

4 5.5.1.2 Improve resource linkages.

5 5.5.1.3 Improve individual and family functioning.

6 5.5.1.4 Decrease duplication of services.

7 5.5.1.5 Build the capacity of communities and FRC to
8 address the needs of children and families.

9 5.5.2 The ~~Comprehensive Case Management Team~~ FRC CMT consists
10 of an integrated multidisciplinary team comprised of three (3) or more persons
11 trained and qualified to provide services. The ~~Comprehensive Case Management~~
12 ~~Team~~ FRC CMT is responsible for identifying the educational, health, or social
13 service needs of a child, and child's family; and for developing a plan to
14 address these multiple needs as identified in Welfare and Institutions Code
15 (WIC) section 18986.40. Participants of the FRC CMT shall include all
16 Contractor Partner Agencies and Non-FaCT Funded Partner Agency(ies)
17 representatives that would benefit the family. In addition to the
18 participation of the Contractor Partner Agencies, local Miscellaneous Order
19 Number 534.3 specifies that multidisciplinary services team composition
20 include at least two (2) members from the following: Orange County Probation
21 Department, Orange County Health Care Agency, Orange County Department of
22 Education, Regional Center of Orange County, North Orange County Regional
23 Occupational Program, and Orange County Social Services Agency.

24 5.5.3 ~~FACES in coordination with collaborative partners, shall~~
25 ~~jointly provide Comprehensive Case Management Team services for families with~~
26 ~~and/or caregivers of children ages birth to eighteen (0-18) years, who are at~~
27 ~~risk of abuse or neglect. These include low-income, intact families, foster~~
28 ~~families, and/or families in the process of reunification (hereinafter~~

1 referred to as "PARTICIPANTS" for purposes of Subparagraph 5.1).

2 5.5.4 ~~FACES and CAPOC in coordination with Family Resource~~
3 ~~Center (FRC) Contractor Partner Agencies~~, shall jointly provide ~~Comprehensive~~
4 ~~Case Management Team FRC CMT~~ services for a minimum of one hundred (100)
5 unduplicated ~~PARTICIPANTS FAMILIES~~ annually. ~~Comprehensive Case Management~~
6 ~~Team FRC CMT~~ services include, but are not limited to: identifying the
7 educational, health, or social service needs of a child and child's family;
8 developing a plan to address these multiple needs; weekly reviews; team
9 assessment; arranging and coordinating appropriate services; monitoring
10 effectiveness of services; evaluating the outcome of services; and assigned
11 bilingual clinician/intern, in conjunction with appropriate partners, will
12 utilize clinical skills and knowledge of the community in order to access
13 resources that are best suited to client's needs. ~~Comprehensive Case~~
14 ~~Management Team FRC CMT~~ services shall include, but are not be limited to, but
15 not be limited to, the following components:

16 5.5.4.1 Assessment: ~~FACES Comprehensive Case~~
17 ~~Management Team Facilitator, FRC Coordinator and Comprehensive Case Management~~
18 ~~Team~~ The FRC CMT Clinical Supervisor, based on input from the CMT, shall
19 complete an ~~comprehensive~~ assessment of PARTICIPANTS' strengths and needs
20 ~~treatment plan, follow-up,~~ and community resources available to PARTICIPANT
21 ~~FAMILY~~. The ~~FRC Coordinator shall ensure the completion of a FaCT~~
22 ~~registration form, FaCT consent form, and referral form.~~

23 5.5.4.2 Individualized Treatment Plan: On the basis
24 of the assessment in 5.5.4.1, ~~Comprehensive Case Management Team Facilitator,~~
25 ~~FRC Coordinator and Comprehensive Case Management Team~~ the FRC CMT shall
26 jointly develop an individualized treatment plan with the PARTICIPANT FAMILY
27 that identifies priorities, desired outcomes, the strategies and resources to
28 be used in attaining the outcomes, follow up, and termination.

1 5.5.4.3 ~~Reassessment:~~ ~~FACES Comprehensive Case~~
2 ~~Management Team Facilitator, FRC Coordinator and Comprehensive Case Management~~
3 ~~Team~~ The FRC CMT Clinical Supervisor and CMT shall jointly reassess the
4 PARTICIPANT's Family's status, with input from collaborative Contractor
5 Partner Agencies, in a weekly clinical review of cases. FRC CMT ~~Comprehensive~~
6 ~~Case Management Team~~ meetings shall provide weekly evaluations and assessment
7 for PARTICIPANTS.

8 5.5.4.4 ~~Termination:~~ The FRC CMT Clinical Supervisor
9 and CMT ~~Comprehensive Case Management Team~~ shall jointly terminate the case
10 from the CMT when the desired outcomes have been attained, the PARTICIPANT
11 FAMILY is non-compliant, or the PARTICIPANT FAMILY withdraws.

12 5.5.5 FACES and CAPOC ~~Comprehensive Case Management Team~~
13 ~~Facilitator, FRC Coordinator and Comprehensive Case Management Team~~ in
14 ~~coordination with Contractor Partner Agencies~~ shall jointly provide
15 ~~Comprehensive Case Management Team~~ FRC CMT services Monday through Friday from
16 ~~8:30 AM to 5:00 PM~~ continuously throughout during the term of this Agreement.
17 FRC CMT ~~Comprehensive Case Management Team~~ meetings shall be scheduled a
18 minimum of one (1) day per week for a minimum of one (1) hour in duration.
19 The CMT Clinical Supervisor FRC ~~Coordinator~~ shall facilitate FRC CMT
20 ~~Comprehensive Case Management Team~~ meetings.

21 5.5.6 ~~FACES Comprehensive Case Management Team Facilitator, FRC~~
22 ~~Coordinator and Comprehensive Case Management Team~~ shall jointly provide
23 ~~Comprehensive Case Management Team~~ services at FRC location.

24 5.5.7 ~~FACES Comprehensive Case Management Team Facilitator, FRC~~
25 ~~Coordinator and Comprehensive Case Management Team~~ shall jointly measure
26 progress by ensuring PARTICIPANTS complete a FaCT registration form and a FaCT
27 consent form. Additionally, FACES shall complete the FaCT standardized
28 ~~Comprehensive Case Management Team~~ CMT Tracking and Outcomes Log.

1 5.5.8 ~~FACES Comprehensive Case Management Team Facilitator, FRC~~
2 ~~Coordinator and Comprehensive Case Management Team shall address the following~~
3 ~~PSSF service categories: FP, FS, TLF, and APS.~~

4 5.5.9 FACES shall provide ~~Comprehensive Case Management Team~~
5 ~~qualified licensed or license-eligible Case Management Team Facilitator~~ FRC
6 ~~CMT Clinical Supervisor~~ staff to facilitate ~~Comprehensive Case Management Team~~
7 ~~FRC CMT~~ meetings as specified in Subparagraph 14.10 of this Exhibit.

8 5.5.10 CAPOC shall provide qualified Family Support Specialist
9 staff as specified in Subparagraph 14.8 of this Exhibit to assist FRC CMT
10 Clinical Supervisor facilitate FRC CMT meetings.

11 5.6 Information and Referral Community Resource Services (2110C):

12 5.6.1 The objective of Information and Referral Services is to
13 increase access to community resources for families in need.

14 5.6.2 ~~CAPOC shall provide Community Resource Services to the~~
15 ~~following: parents and/or caregivers and their children ages birth to eighteen~~
16 ~~(0-18) years who are at risk of abuse or neglect; low-income or dealing with~~
17 ~~poverty issues (hereinafter referred to as "PARTICIPANTS" for purposes of~~
18 ~~Subparagraph 5.12).~~

19 5.6.3 2110C shall provide ~~Community Resource~~ Information and
20 Referral Services for a minimum of one thousand ~~two hundred (1,200)~~ three
21 hundred (1,300) unduplicated PARTICIPANTS annually. Information and Referral
22 ~~Community Resource~~ Services shall include, but are not be limited to the
23 ~~following:~~ an assessment of need and referral services to emergency housing,
24 emergency food, family counseling, childcare, substance abuse counseling and
25 treatment, parenting training, utility assistance, health and mental health
26 treatment, education and job training, legal aid, and youth academic and
27 recreation services. Information and Referral Specialist shall collaborate
28 with other community agencies (e.g., Help Me Grow) by receiving and referring

1 clients. linkages to a wide range of community services; general family
2 support; family advocacy; case management team; parenting services; treatment
3 services; domestic violence; basic needs; and many other services based on
4 client needs. The FRC shall be required to partner with other County and
5 local community resource services providers. Community Resource Services
6 shall be provided in a family friendly, culturally responsive manner in
7 English and Spanish as needed by PARTICIPANT.

8 5.6.4 CAPOC shall provide Community Resource Services Monday
9 through Friday from 8:30 a.m. to 5:00 p.m., continuously throughout the term
10 of this Agreement. FRC shall provide a phone messaging system to record
11 messages during all other times. Information and Referral Specialist shall be
12 stationed at the FRC reception area as the first point of contact for walk-in
13 and telephone/email inquiries during FRC operating hours. Information and
14 Referral Services shall be offered during FRC operating hours.

15 5.6.5 CAPOC shall provide Community Resource Services at FRC
16 locations.

17 5.6.6 CAPOC shall measure progress by completing FaCT
18 measurement tools.

19 5.6.7 CAPOC's Community Resource Services shall address the
20 following PSSF service categories: FP, FS, TLFR, and APS.

21 5.6.8 2110C shall provide qualified, bilingual Community
22 Resource Services Information and Referral Specialist staff as specified in
23 Subparagraph 14.12 of this Exhibit.

24 5.7 Out-of-School-Time Youth Program (YMCA) After School Youth
25 Services:

26 5.7.1 The objectives of Out-of-School Time (OST) Youth Program
27 are as follows:

28 5.7.1.1 Increase social connection amongst peers.

1 5.7.1.2 Provide a safe place for school-aged
2 children.

3 5.7.1.3 Increase enrichment opportunities to enhance
4 academic achievement and healthy social behavior.

5 5.7.2 ~~YMCA of Orange (YMCA) shall provide After School Youth~~
6 ~~Services Program for children ages six (6) through twelve (12) years~~
7 ~~(hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.14).~~

8 5.7.3 Young Men's Christian Association of Orange (YMCA) shall
9 provide ~~After School Youth Services Program~~ OST Youth Program services for a
10 minimum of ~~thirty five (35)~~ forty (40) unduplicated PARTICIPANTS annually
11 during the term of this Agreement. ~~OST Youth Program After School Youth~~
12 ~~Services Program~~ will provide PARTICIPANTS with a safe and nurturing place
13 during after-school and non-school hours. Activities may include, but are not
14 limited to: recreation, education, healthy development, artistic and cultural
15 enrichment, and leadership development. ~~After School Youth Services Program~~
16 ~~services shall include direct child care, supplies, and snacks directly~~
17 ~~related to child care services; recreational activities, educational games,~~
18 ~~health programming; and, organize and maintain childcare space.~~

19 5.7.4 YMCA shall provide ~~OST Youth Program After School Youth~~
20 ~~Services Program~~ services Monday through Friday ~~12:30 p.m. to 5:00 p.m.~~ 2:00
21 p.m. to 5:00 p.m. on school days ~~in the months of September through June~~ and
22 Monday through Friday 1:00 p.m. to 4:00 p.m. during summer session each year
23 throughout the term of this Agreement.

24 5.7.5 ~~YMCA shall provide After School Youth Services Program~~
25 ~~services at the YMCA of Orange located at 18672 East Center Avenue, Orange CA~~
26 ~~92869.~~

27 5.7.6 ~~YMCA shall measure progress by ensuring PARTICIPANTS~~
28 ~~complete a FaCT registration form.~~

1 5.7.7 ~~YMCA's After School Youth Services Program services shall~~
2 ~~address the following PSSF service categories: FP.~~

3 5.7.8 YMCA shall provide qualified Site OST Youth Program
4 Leader and ~~YMCA Leader~~ staff as specified in Subparagraph 14.15 and ~~11.10~~ of
5 this Exhibit.

6 5.8 Parenting Education (FACES):

7 5.8.1 The objectives for Parent Education are as follows:

8 5.8.1.1 Increase social support.

9 5.8.1.2 Enhance coping skills.

10 5.8.1.3 Improve knowledge of child development.

11 5.8.1.4 Improve knowledge of appropriate and
12 effective discipline.

13 5.8.2 ~~FACES shall provide Parenting Education services to~~
14 ~~parents, foster parents and/or caregivers of children ages birth to eighteen~~
15 ~~(0-18) years, who are at risk of child abuse or neglect. Parents may include:~~
16 ~~those who are low income; coming from intact families; dealing with poverty~~
17 ~~issues, child abuse, domestic violence, teen parent, adoption; individuals in~~
18 ~~the process of reunification; those who may be experiencing a crisis due to~~
19 ~~interpersonal conflicts, difficult parenting issues, challenging child needs,~~
20 ~~and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes~~
21 ~~of Subparagraph 5.7).~~

22 5.8.3 FACES shall provide Parenting Education services for a
23 minimum of ~~twenty four (24)~~ sixty (60) unduplicated PARTICIPANTS annually.
24 FACES shall utilize only an evidence-based or evidence-informed Parenting
25 Education curriculum. Elements of an effective parenting education program
26 ~~services shall focus on~~ improve parenting skills and family functioning by
27 teaching parents/caregivers about child development (e.g., developmental
28 expectations), behavior management (e.g., discipline techniques), and coping

1 skills (e.g., communication and stress management). As applicable, parenting
2 education emphasis topics shall be placed on the prevention of recurrence of
3 child abuse and/or shall address attachment, bonding, and traumatic loss
4 issues. ~~include, but not be limited to the following: address parent
5 responsibilities; provide psychologically based behavior principles; stress
6 importance of appropriate discipline and support; self control; emotional
7 regulation; attachment and bonding from birth throughout childhood;
8 difficulties inherent throughout childhood; open and honest communication;
9 praise and acknowledgement; disruptive cycles of inappropriate parenting;
10 healthy and supportive parenting. Parenting Education services shall be
11 provided in a family friendly, culturally responsive manner in English and
12 Spanish as needed by PARTICIPANT.~~

13 5.8.4 Parenting Education series FACES shall provide be a
14 minimum of six (6) weeks in duration and ~~two (2) Parenting Education series
15 comprised of of six (6) weekly classes. Each class session shall be a minimum
16 of two (2) hours in duration.~~ shall be offered continuously with a minimum of
17 four (4) Parenting Education series annually during the term of this
18 Agreement. Each Parenting Education session shall be a minimum of one (1)
19 hour in duration. Parenting Education services shall be provided during
20 operating FRC hours or at dates and time convenient for PARTICIPANTS
21 throughout the term of this Agreement ~~from 8:30 a.m. to 5:00 p.m., Monday
22 through Friday, at dates and times convenient for PARTICIPANTS~~ FACES shall
23 offer Parenting Education services at additional times based on PARTICIPANT
24 availability.

25 5.8.5 FACES shall provide Parenting Education services at the
26 FRC and/or at other community locations, to be approved in advance and in
27 writing by ADMINISTRATOR.

28 5.8.6 FACES shall measure progress by ensuring PARTICIPANTS

1 ~~complete a FaCT registration form and FaCT approved assessment tools. FACES~~
2 ~~shall ensure completion of required paperwork when providing parenting~~
3 ~~education to PARTICIPANTS receiving child welfare services, including, but not~~
4 ~~limited to, verification of attendance, issuance of certificates of~~
5 ~~completion, and verbal and/or written reports to COUNTY Social Workers.~~

6 ~~5.8.7 FACES's Parenting Education services shall address the~~
7 ~~following PSSF service categories: FP and FS.~~

8 5.8.8 FACES shall provide qualified, **bilingual** Parenting
9 Educator staff as specified in Subparagraph 14.16 of this Exhibit.

10 5.9 Parenting Education TLFR:

11 ~~5.9.1 FACES shall provide Parenting Education TLFR services to~~
12 ~~parents including caregivers of children ages birth to eighteen (0-18) years~~
13 ~~who are in the family reunification process. TLFR parents may include: those~~
14 ~~who are low income; dealing with poverty issues, domestic violence, teen~~
15 ~~parent; those who may be experiencing a crisis due to interpersonal conflicts,~~
16 ~~difficult parenting issues, challenging child needs, and/or traumatic loss~~
17 ~~(hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.8).~~

18 ~~5.9.2 FACES shall provide Parenting Education TLFR services for~~
19 ~~a minimum of twenty (20) unduplicated PARTICIPANTS. Parenting Education TLFR~~
20 ~~services shall emphasize prevention of recurrence of maltreatment. Parent~~
21 ~~Education TLFR topics shall include, but not be limited to address parent~~
22 ~~responsibilities; provide psychologically based behavioral principles; stress~~
23 ~~importance of appropriate discipline and support; self-control; emotional~~
24 ~~regulation; attachment and bonding from birth through childhood; difficulties~~
25 ~~inherent throughout childhood; open and honest communication; praise and~~
26 ~~acknowledgement; disruptive cycles of inappropriate parenting; healthy and~~
27 ~~supportive parenting; monitor attendance and participation; written report to~~
28 ~~County social workers; completion of pre/post-test; FaCT Assessment and~~

1 Treatment Plan (A&TP), a County issued standard form; and required termination
2 reports with the number of sessions PARTICIPANT attended. Parenting Education
3 TLFR services shall be provided in a family friendly, culturally responsive
4 manner in English and Spanish as needed by PARTICIPANT.

5 5.9.3 ~~FACES shall provide a minimum of two (2) Parenting~~
6 ~~Education TLFR series comprised of four (4) weekly classes. Parenting~~
7 ~~Education TLFR services shall be offered during the term of this Agreement~~
8 ~~from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times~~
9 ~~convenient for PARTICIPANTS. FACES shall offer Parenting Education TLFR~~
10 ~~services at additional times based on PARTICIPANT availability.~~

11 5.9.4 ~~FACES shall provide Parenting Education TLFR services at~~
12 ~~the FRC and/or at other community locations, to be approved in advance and in~~
13 ~~writing by ADMINISTRATOR.~~

14 5.9.5 ~~FACES shall measure progress by ensuring PARTICIPANTS~~
15 ~~complete a FaCT registration form and FaCT approved assessment tools.~~

16 5.9.6 ~~FACES's Parenting Education TLFR services shall address~~
17 ~~the following PSSF service categories: TLFR.~~

18 5.9.7 ~~FACES shall provide qualified Parenting Educator staff as~~
19 ~~specified in Subparagraph 11.12 of this Exhibit.~~

20 5.10 Parenting Education Workshop:

21 5.10.1 ~~FACES shall provide Parenting Education Workshop services~~
22 ~~to parents including caregivers of children ages birth to eighteen (0-18)~~
23 ~~years who are at risk of child abuse or neglect. Parents may include: those~~
24 ~~who are low income; dealing with poverty issues, domestic violence, teen~~
25 ~~parent, adoption and/or family reunification; those who may be experiencing a~~
26 ~~crisis due to interpersonal conflicts, difficult parenting issues, challenging~~
27 ~~child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS"~~
28 ~~for purposes of Subparagraph 5.9).~~

1 5.10.2 ~~FACES shall provide Parenting Education Workshop services~~
2 ~~for a minimum of ten (10) unduplicated PARTICIPANTS. Parenting Education~~
3 ~~Workshop services shall address attachment, bonding, and traumatic loss~~
4 ~~issues. Parenting Education Workshop services topics shall include, but not~~
5 ~~be limited to the following curriculum and psychologically based behavior~~
6 ~~principles, including attachment, bonding and traumatic loss issues,~~
7 ~~consequences, emotional reactivity, pro-activity in planning child's growth~~
8 ~~process, modeling appropriate behaviors, limit setting and boundaries,~~
9 ~~attachment and bonding, child development expectation and milestones,~~
10 ~~behavioral management, effective praise, safety and prevention, coping skills~~
11 ~~development, self-control, alcohol and substance abuse awareness, self-esteem,~~
12 ~~parent roles, communication with adolescents, health, nutrition, and~~
13 ~~responsible behavior. Parenting Education Workshop services shall be provided~~
14 ~~in a family friendly, culturally responsive manner in English and Spanish as~~
15 ~~needed by PARTICIPANT.~~

16 5.10.3 ~~FACES shall provide a minimum of one (1) Parenting~~
17 ~~Education Workshop and shall be a minimum of six (6) hours in duration. FACES~~
18 ~~shall provide Parenting Education Workshop services during the term of this~~
19 ~~Agreement from 8:00 a.m. to 5:00 p.m., Monday through Friday, at dates and~~
20 ~~times convenient for PARTICIPANTS. FACES shall offer Parenting Education~~
21 ~~Workshop services at additional times based on PARTICIPANT availability.~~
22 ~~Parenting Education Workshop shall be provided in a family friendly,~~
23 ~~culturally responsive manner in English and Spanish as needed by PARTICIPANT.~~

24 5.10.4 ~~FACES shall provide Parenting Education Workshop services~~
25 ~~at the FRC and/or at other community locations, to be approved in advance and~~
26 ~~in writing by ADMINISTRATOR.~~

27 5.10.5 ~~FACES shall measure progress by ensuring PARTICIPANTS~~
28 ~~complete FaCT approved assessment tools.~~

1 5.10.6 ~~FACES Parenting Education Workshop services shall address~~
2 ~~the following PSSF service categories: FS and FP.~~

3 5.10.7 ~~FACES shall provide qualified Parenting Educator staff as~~
4 ~~specified in Subparagraph 11.12 of this Exhibit.~~

5 5.11 Personal Empowerment Program (Certified Domestic violence
6 Prevention and Treatment Education Program) - General and TLFR Participants
7 (WTLC):

8 5.11.1 The objectives of Personal Empowerment Program (PEP) are
9 as follows:

10 5.11.1.1 Increase victim's awareness of the threat of
11 domestic violence and its short/long term effects.

12 5.11.1.2 Develop or enhance safety plan for domestic
13 violence victims.

14 5.11.1.3 Increase victim's understanding of the
15 effects domestic violence has on children.

16 5.11.1.4 Increase victim's awareness on the various
17 types of abuse.

18 5.11.1.5 Promote safety and permanency in homes and
19 communities through prevention efforts aimed at child abuse and domestic
20 violence.

21 5.11.2 ~~FACES, through a subcontract, shall provide Personal~~
22 ~~Empowerment Program services to parents and/or caregivers of children ages~~
23 ~~birth to eighteen (0-18) years who are at risk of abuse or neglect.~~
24 ~~Individuals may include: those who are low income or dealing with poverty~~
25 ~~issues; child abuse, domestic violence; individuals in the County adoption~~
26 ~~process; or those who may be experiencing a crisis due to interpersonal~~
27 ~~conflicts, difficult parenting issues, challenging child needs, and/or~~
28 ~~traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of~~

1 ~~Subparagraph 5.10.~~

2 5.11.3 ~~PEP services shall be~~ ~~FACES, through a subcontract, shall~~
3 ~~provide Personal Empowerment Program services for a minimum of forty (40)~~
4 ~~unduplicated PARTICIPANTS. Personal Empowerment Program is~~ comprised of a ten
5 (10) week educational support program designed to help ~~battered~~ victims break
6 the cycle of domestic violence through ~~the following:~~ education on the
7 dynamics of domestic violence, effect of violence on victims and their
8 children, and to help ~~battered~~ victims protect children who live in domestic
9 violence homes. ~~Personal Empowerment Program~~ Topics shall include, but not be
10 limited to: safety planning, boundaries, anger management, legal aspects of
11 domestic violence, working through denial, and maintaining healthy
12 relationships. ~~Services shall target the general community as well as~~
13 ~~COUNTY's TLFR population. Personal Empowerment Program services shall be~~
14 ~~provided in a family friendly, culturally responsive manner in English and~~
15 ~~Spanish as needed by PARTICIPANT.~~

16 5.11.4 ~~WTLC shall provide PEP services to a minimum of fifty~~
17 ~~(50) unduplicated PARTICIPANTS annually.~~

18 5.11.5 ~~FACES, through a subcontract, shall provide Personal~~
19 ~~Empowerment Program~~ PEP series shall be a minimum of ten (10) weeks in
20 duration and shall be offered continuously during the term of this Agreement.
21 Each PEP class shall be a minimum of two (2) hours in duration. ~~FACES shall~~
22 ~~provide Personal Empowerment Program services from 8:30 a.m. to 5:00 p.m.,~~
23 ~~Monday through Friday, at dates and times convenient for PARTICIPANTS. FACES,~~
24 ~~through a subcontract, shall offer Personal Empowerment Program~~ WTLC shall
25 provide PEP services during FRC operating hours or at dates and times
26 convenient for PARTICIPANTS. ~~at additional times based on PARTICIPANT~~
27 ~~availability.~~

28 5.11.6 ~~FACES, through a subcontract, shall provide Personal~~

1 ~~Empowerment Program services at the FRC and/or at other community locations,~~
2 ~~to be approved in advance and in writing by ADMINISTRATOR.~~

3 5.11.7 ~~FACES, through a subcontract, shall measure progress by~~
4 ~~ensuring PARTICIPANTS complete a FaCT approved assessment tool.~~ When providing
5 PEP services to COUNTY's TLFR population, WTLC shall also be required to
6 include, but not be limited to, verification of attendance, issuance of
7 certificates of completion, and verbal and/or written reports to County Social
8 workers.

9 5.11.8 ~~FACES' subcontracted Personal Empowerment Program~~
10 ~~services shall address the following PSSF service categories: FP, FS and APS.~~

11 5.11.9 ~~FACES, through a subcontract, WTLC shall provide~~
12 ~~qualified, bilingual Personal Empowerment Program PEP Instructor staff as~~
13 ~~specified in Subparagraph 14.17 of this Exhibit. During the entire term of~~
14 ~~this Agreement, PEP providers must be approved by the PEP Program~~
15 ~~Collaborative of Orange County.~~

16 5.12 Personal Empowerment Program TLFR:

17 5.12.1 ~~FACES, through a subcontract, shall provide Personal~~
18 ~~Empowerment Program TLFR services to parents and/or caregivers of children~~
19 ~~ages birth to eighteen (0-18) years who are at-risk of abuse or neglect. TLFR~~
20 ~~individuals may include: those who are low-income or dealing with poverty~~
21 ~~issues; child abuse, domestic violence; individuals in the County adoption or~~
22 ~~family reunification process; those who may be experiencing a crisis due to~~
23 ~~interpersonal conflicts, difficult parenting issues, challenging child needs,~~
24 ~~and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes~~
25 ~~of Subparagraph 5.11).~~

26 5.12.2 ~~FACES, through a subcontract, shall provide Personal~~
27 ~~Empowerment Program TLFR services for a minimum of five (5) unduplicated~~
28 ~~PARTICIPANTS. Personal Empowerment Program TLFR series is comprised of a ten~~

1 ~~(10) week educational support program to help battered victims break the cycle~~
2 ~~of domestic violence through the following: education on the dynamics of~~
3 ~~domestic violence; effects of violence on victims and their children; and to~~
4 ~~help battered victims protect children who live in domestic violence homes.~~
5 ~~Personal Empowerment Program TLFR topics shall include, but not be limited to,~~
6 ~~safety planning, boundaries, anger management, legal aspects of domestic~~
7 ~~violence, work through denial, and maintain healthy relationships.~~
8 ~~Additionally, Personal Empowerment Program TLFR shall require monitor client~~
9 ~~attendance and participation; and provide verbal and/or written report to~~
10 ~~County social workers. Personal Empowerment Program TLFR services shall be~~
11 ~~provided in a family friendly, culturally responsive manner in English and~~
12 ~~Spanish as needed by PARTICIPANT.~~

13 ~~5.12.3 FACES, through a subcontract, shall provide four (4)~~
14 ~~weeks of Personal Empowerment Program TLFR during the term of this Agreement.~~
15 ~~Each Personal Empowerment Program TLFR class shall be a minimum of two (2)~~
16 ~~hours in duration. FACES, through a subcontract, shall provide Personal~~
17 ~~Empowerment Program TLFR services from 8:30 a.m. to 5:00 p.m., Monday through~~
18 ~~Friday, at dates and times convenient for PARTICIPANTS. Personal Empowerment~~
19 ~~Program TLFR services shall be offered at additional times based on~~
20 ~~PARTICIPANT availability.~~

21 ~~5.12.4 FACES, through a subcontract, shall provide Personal~~
22 ~~Empowerment Program TLFR services at the FRC and/or at other community~~
23 ~~locations, to be approved in advance and in writing by ADMINISTRATOR.~~

24 ~~5.12.5 FACES, through a subcontract, shall measure progress by~~
25 ~~ensuring PARTICIPANTS complete FaCT measurement tools.~~

26 ~~5.12.6 FACES' subcontracted Personal Empowerment Program TLFR~~
27 ~~services shall address the following PSSF service categories: TLFR.~~

28 ~~5.12.7 FACES, through a subcontract, shall provide qualified~~

1 ~~Personal Empowerment Program Instructor staff as specified in Subparagraph~~
2 ~~11.11 of this Exhibit.~~

3 5.13 Time-Limited Family Reunification Family Fun Activities (CAPOC):

4 5.13.1 The objectives of TLFR Family Fun Activities are as
5 follows:

6 5.13.1.1 Increase parent-child bonding.

7 5.13.1.2 Provide a safe and enriching, interactive
8 environment for TLFR families.

9 5.13.2 In addition, to PARTICIPANTS referenced in Paragraph 1,
10 TLFR Family Fun Activities may also include: children that are removed from
11 their home and placed in a foster family home or a childcare institution, and
12 parents or primary caregiver of such a child, in order to facilitate the
13 reunification of the child, safely and appropriately.

14 5.13.3 CAPOC shall provide TLFR Family Fun Activities services
15 for a minimum of fifteen (15) unduplicated PARTICIPANTS annually. TLFR Family
16 Fun Activities shall include supervised and organized activities and events
17 for children of parents and/or caregivers in the reunification process.
18 Activities can include arts and cultural enrichment, education, and recreation
19 to promote healthy parent-child bonding, quality time, and communication. In
20 the event a parent is participating in monitored/supervised visitation while
21 simultaneously participating in a Family Fun Activity, the SSA approved
22 monitor or supervised visitation specialist must be present during the entire
23 length of the Family Fun Activity.

24 5.13.4 CAPOC shall provide a minimum of six (6) TLFR Family Fun
25 Activities (events) annually. Activities may include, but are not limited to:
26 Arts and Crafts (Back to School, Mother's Day, Father's Day), Movie Night,
27 Reading (Read for the Record Pajama Party), Training (Talking to Your Kids,
28 Talking to Your Parents), and Sports. Events shall occur during evening or

weekend hours.

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

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

6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

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

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

~~6.1.3 Demonstrate the ability, now and in the future, to integrate multiple public, private, and collaborative partner funding sources.~~
Develop and maintain a Governance Structure document outlining resource sharing, accountability, decision-making strategies, and a conflict resolution plan. The Governance Structure shall include, but not be limited to, the addition and/or deletion of any Contractor Partner Agencies, change of designated fiscal lead agent, ongoing community input and involvement, principles of collaboration, and voting quorum (including what constitutes a quorum).

~~6.1.4 Ensure CONTRACTOR's FRC Coordinator shall participate in meetings, to be held not more than once per month, of all FaCT FRC Program Coordinators for the purpose of information sharing, joint problem solving,~~

1 ~~identification of Best Practices, development of common approaches to case~~
2 ~~management and intake, training, and other related matters. ADMINISTRATOR~~
3 ~~will provide CONTRACTOR with detailed information regarding meeting date(s)~~
4 ~~and location(s).~~ Develop a Community Engagement Advisory Committee (CEAC) that
5 shall meet a minimum of quarterly during the term of this Agreement. CEAC
6 shall develop and advance a community agenda to affect community level change.
7 The FRC will maintain a roster and a copy of minutes for all CEAC meetings.
8 The composition of CONTRACTOR's CEAC shall vary, depending on the specific
9 goals of, and the services to be provided by the FRC. CEAC shall consist of
10 community members such as parents, youths, teachers, school community
11 liaisons, businesses professionals, religious community leaders, law
12 enforcement, human and health service professionals, and city representatives.
13 On an annual basis, CEAC shall assess, survey, and identify community
14 strengths and needs to advocate for FRC services to meet community needs;
15 develop parent and youth leadership; and engage business community to provide
16 tangible support and leadership. CEAC shall enlist broad community support
17 and advocacy for the FRC by fundraising for the FRC and hosting events. A
18 minimum of one thousand dollars (\$1,000) shall be allocated to the CEAC within
19 the FRC budget for the purposes of its members to use for planning events, and
20 other activities as deemed necessary by the CEAC committee. CAPOC The FRC
21 shall provide qualified Community Engagement Volunteer Coordinator staff as
22 specified in Subparagraph 14.6 of this Exhibit ~~and volunteer coordination to~~
23 ~~develop and support CEAC.~~

24 6.1.4.1 CAPOC shall provide a minimum of eight (8)
25 classes/training to a minimum of seventy-five (75) unduplicated CEAC
26 PARTICIPANTS annually throughout the term of this Agreement. Topics shall
27 include, but are not limited to: power analysis on decision-making in local
28 government and how to approach local government for help/support, the

1 social/ecological model for building healthy communities, community safety and
2 conflict resolution, and other civic engagement tools to empower the community
3 and solve problems.

4 6.1.5 ~~Ensure appropriate CONTRACTOR staff shall participate in~~
5 ~~all required trainings identified by ADMINISTRATOR, including, but not limited~~
6 ~~to, management information system, FRC Program Coordinator's role in the FRC,~~
7 ~~and other FRC responsibilities and activities. ADMINISTRATOR will provide~~
8 ~~CONTRACTOR with detailed information regarding meeting date(s) and~~
9 ~~location(s). CONTRACTOR shall~~ Follow procedures provided by Administrator for
10 reporting any special incidents that occur during CONTRACTOR's performance of
11 duties under this Agreement involving CONTRACTOR's staff, PARTICIPANTS, and/or
12 property.

13 6.2 CAPOC shall provide a minimum of one-hundred and eighty-one (181)
14 hours annually to child care services at the FRC to children of parents
15 attending FRC programs during FRC operating hours, continuously throughout the
16 term of this Agreement, at dates and times convenient for PARTICIPANTS.
17 Allowable costs include direct childcare services and purchases of cleaning
18 supplies, snacks directly related to childcare services, activities, age
19 appropriate toys, crafts, and games. Childcare services shall be reimbursed
20 based on actual hours worked. CAPOC shall provide qualified Childcare Worker
21 staff as specified in Subparagraph 14.4 of this Exhibit.

22 6.3 CONTRACTOR shall use Emergency Assistance Funds to meet the basic
23 needs of FRC clients in support of services as described herein. Allowable
24 costs include emergency food, emergency clothing, diapers, medicine, bus
25 tickets to access services, safety items, one-time rent payment assistance,
26 and one-time utility payment assistance. Other allowable costs are to be
27 approved in advance and in writing by ADMINISTRATOR. All purchases from FRC
28 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 El Modena FRC is located at:

18672 E. Center Street
Orange, CA 92869

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

~~e/o~~ Community Action Partnership of Orange County
11870 Monarch Street
Garden Grove, CA 92841

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

8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

8.1 CONTRACTOR shall electronically track the type and amount of services provided to each PARTICIPANT by Contractor Partner Agencies and a minimum of two (2) required Non-FaCT Funded Partner Agencies. The FRC Designated Lead Agency 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

1 data. This model, which has been identified as preventing child abuse and
2 neglect identifies the following five (5) protective factors.

3 8.2.1 Provide concrete support in times of need,

4 8.2.2 Increase parental resilience,

5 8.2.3 Increase knowledge of parenting and child development,

6 8.2.4 Support the social and emotional competence of children,

7 and

8 8.2.5 Build parents' social connections.

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

18 8.3 FRC direct services staff (e.g., Information and Resource
19 Specialist, Family Support Specialist, etc.) shall be responsible for entering
20 client service and outcome data for FaCT funded and a minimum of two (2)
21 required non-FaCT funded services into the FaCT data system. These include,
22 but are not limited to, the following:

23 8.3.1 FRC CMT Clinical Supervisor shall administer, collect,
24 and enter the FRC CMT tracking and assessment tool;

25 8.3.2 Family Support Specialist shall administer, collect, and
26 enter the Family Development Matrix Tool(s);

27 8.3.3 Parenting Educator shall administer, collect, and enter
28 the Parenting Education Survey;

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

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

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

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

9. REPORTS

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

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

~~regarding each participant to ADMINISTRATOR's FaCT Program Coordinator including, but not limited to, the following information:~~

~~9.2 Family identifier;~~

~~9.3 Family member identifier;~~

~~9.4 Ethnicity;~~

~~9.5 Date of birth;~~

~~9.6 Sex;~~

~~9.7 Referral reason(s);~~

~~9.8 Services recommended;~~

~~9.9 Services provided;~~

~~9.10 Date services delivery begins;~~

~~9.11 Date service delivery ends;~~

~~9.12 Status indicators (e.g., previous abuse reports, existing health problems, etc.);~~

~~9.13 Primary language spoken;~~

~~9.14 PSSF service outcomes as identified in Paragraph 2 of this Exhibit; and,~~

~~9.15 PSSF service category as identified in Paragraph 2 of this Exhibit.~~

1 9.16 ~~Reports shall be prepared in a format approved in writing by~~
2 ~~ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and~~
3 ~~Social Services Agency (SSA) Contract Administrator by the twentieth (20th)~~
4 ~~day of each month for the preceding month of services.~~

5 9.17 ~~CONTRACTOR shall complete registration forms and attendance sheets~~
6 ~~for every service delivered to participant(s) unless specifically exempted by~~
7 ~~ADMINISTRATOR.~~

8 9.18 CONTRACTOR shall complete the FaCT standardized Marketing Outreach
9 Log and CEAC Data Form and shall submit to ADMINISTRATOR quarterly, ten (10)
10 calendar days following the end of each quarter.

11 9.19 CONTRACTOR shall provide information deemed necessary by
12 ADMINISTRATOR to complete any state-required reports related to the services
13 provided under this Agreement.

14 10. UTILIZATION REVIEW

15 10.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's
16 request at CONTRACTOR's facility identified in Paragraph 7 of this Exhibit A
17 to review and evaluate a random selection of PARTICIPANT case records. The
18 review shall include, but is not limited to, an evaluation of the necessity,
19 appropriateness, and length of services provided. PARTICIPANT cases to be
20 reviewed shall be randomly selected by COUNTY.

21 10.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
22 differences of opinion regarding the necessity, appropriateness, and length of
23 services provided, the dispute shall be submitted to COUNTY's Director of
24 Children and Family Services for final resolution.

25 11. SUSTAINABILITY

26 11.1 CONTRACTOR agrees to demonstrate, ~~now and in the future~~ throughout
27 ~~the term of this Agreement~~, the ability to integrate multiple public, private,
28 and collaborative partner funding sources.

1 11.2 CONTRACTOR must provide measureable goals that demonstrate
2 resource leveraging and in-kind partnerships and/or grants based on service
3 gaps and identified needs, specific to the community.

4 11.3 CONTRACTOR agrees to work with ADMINISTRATOR ~~and/or FaCT~~ in order
5 to pursue long-term sustainability of CONTRACTOR's FaCT collaborative
6 programs. This includes, but is not limited to, participation in the
7 following:

8 11.3.1 Assessment of long-term need for and reasonableness of
9 FaCT collaborative programs;

10 11.3.2 Training programs developed by or for FaCT;

11 11.3.3 Outreach activities initiated by FaCT staff or FaCT
12 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

13 11.3.4 Research of other public/private funding sources and
14 opportunities;

15 11.3.5 Pursuit of linkages with other partners, as appropriate;
16 and

17 11.3.6 Development of marketing and community education
18 materials as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

19 11.4 CONTRACTOR agrees to cooperate in these efforts, as well as
20 independently pursue opportunities to improve sustainability of their
21 collaborative program. Independent activities may include activities
22 identified above as well as grant writing and engaging in collaborative
23 agreements with other integrated service initiatives.

24 11.5 ~~CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain~~
25 ~~CONTRACTOR's FaCT collaborative program by including written progress reports~~
26 ~~in FaCT measurement tools reports.~~

27 12. MEETINGS AND TRAININGS:

28 12.1 CONTRACTOR shall ensure the FRC Coordinator participates in

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

7 12.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates
8 in all required trainings and/or meetings as identified by ADMINISTRATOR.
9 ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
10 training/meeting date(s) and location(s).

11 12.3 Trainings eligible for reimbursement through this Agreement must
12 be approved in advance, in writing, by ADMINISTRATOR.

13 12.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings
14 presented or sponsored by COUNTY.

15 13. BUDGET

16 13.1 For each of the five (5) COUNTY fiscal years (July 1 through June
17 30) included during the term of this Agreement, the maximum annual budget for
18 services provided pursuant to Exhibit A of this Agreement shall not exceed
19 \$300,000.

20 13.2 The ADMINISTRATOR and CONTRACTOR may agree, subject to advance
21 written notice, to add, delete, modify, line item and/or amounts, and/or the
22 number and type of FTE positions, specified in the annual budget included in
23 Subparagraph 13.11, without reducing the level of services to be provided or
24 exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this
25 Agreement.

26 13.3 For the purpose of meeting specific program needs, CONTRACTOR may
27 request to reallocate funds between budgeted line items by utilizing a Budget
28 Modification Request form provided by ADMINISTRATOR, which shall include a

1 justification narrative specifying the purpose of the request, the amount of
2 said funds to be reallocated, and the sustaining annual impact as applicable
3 to the current and subsequent fiscal years. CONTRACTOR shall obtain advance
4 written approval from ADMINISTRATOR for any Budget Modification Request prior
5 to implementation. Failure to obtain advance written notice approval for any
6 proposed Budget Modification Request may result in disallowance of
7 reimbursement for those costs.

8 13.4 In the event the budget shown in Subparagraph 13.11 is modified,
9 the modified budget shall remain in effect for the remainder of the contract
10 term, unless superceded by subsequent budget modification(s) that have been
11 approved in writing by ADMINISTRATOR. For example, if Budget Modification #1
12 is approved on March 15, 2016, the modified budget will remain in effect until
13 Budget Modification #2 is requested and approved in writing. The annual
14 budget beginning on July 1st of each fiscal year shall be identical to the
15 most recently modified annual budget. Under no circumstances shall funds
16 unspent in one fiscal year carry over to another fiscal year.

17 13.5 It is anticipated multiple budget modifications will occur during
18 the term of this Agreement. When appropriate, CONTRACTOR will delay
19 submitting a Budget Modification Request until multiple changes can be
20 incorporated into a single Budget Modification Request versus submitting
21 several Budget Modification Requests that include a single line item change.

22 13.6 For purposes of this Agreement, Direct Services Expense is defined
23 as an non-administrative expense required to provide goods or services for the
24 direct benefit of PARTICIPANTS. Examples include, but are not limited to:
25 parent education handbooks, chore charts, art materials, water and snacks for
26 PARTICIPANT consumption, incentives for clients to attend events, etc.

27 13.7 For purposes of this Agreement, Program Expense is defined as an
28 administrative expense required for overall service delivery rather than an

1 expense benefitting an individual PARTICIPANT. Examples include, but are not
2 limited to: marketing materials, display boards, educational DVDs and video
3 equipment to broadcast, parent education curriculums, educational
4 books/reference material to be used by CONTRACTOR's staff, furniture,
5 volunteer staff recognition events, etc. Program Expense is administrative in
6 nature.

7 13.8 Budget Modification Requests will be considered for approval when
8 such requests are to reallocate funds within a similar category such as
9 reallocating unused funds from a direct service salary position to a new
10 direct participant service (i.e., Life Skills Workshop) or reallocating unused
11 Office Supply funds to increase an Insurance line item. Funds may not shift
12 from a direct service line item to an administrative line item.

13 13.8.1 Consideration for an exception to the provision described
14 in Subparagraph 13.8 will be considered on a case-by-case basis and shall be
15 approved at the sole discretion of COUNTY.

16 13.9 In the event ADMINISTRATOR reduces the maximum obligation as
17 stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree
18 in writing to proportionately reduce the service goals as set forth in this
19 Exhibit.

20 13.10 To ensure a meaningful collaboration among Contractor Partner
21 Agencies and decision-making, no single Contractor shall have more than fifty-
22 one percent (51%) of the total collaborative FRC budget. Exception to the
23 fifty-one percent (51%) maximum may include:

24 13.10.1 The CONTRACTOR is a governmental and/or public agency,
25 and/or single partner is providing more than fifty-one percent (51%) of the
26 total collaborative services.

27 13.10.2 Any CONTRACTOR receiving more than fifty-one percent
28 (51%) of the total FRC collaborative budget must provide a proportional share

1 of the total FRC collaborative services.

2 13.11 The annual budget for services provided pursuant to Exhibit A of
3 this Agreement is set forth as follows:

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

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

7 <u>LINE ITEMS</u>		Maximum Hourly	
8 <u>SALARIES</u>	<u>FTE</u> ⁽¹⁾	<u>Rate</u> ⁽²⁾	<u>Budget</u>
9 <u>Community Action Partnership of Orange</u>			
10 <u>County (CAPOC)</u> ⁽⁶⁾			
11 Accountant	0.15	\$26.92	\$8,000
12 Childcare Worker (Svc. 6.2)	181 hours	11.02	1,900
13 Community Engagement Volunteer Coordinator Svcs. 5.4, 6.1.4)	0.75	16.80	24,960
14 Family Support Specialist (Svcs. 5.3, 5.4, 5.5)	1.00	27.56	54,600
15 FRC Coordinator (Svcs. 5.4, 5.10)	0.40	29.40	<u>23,296</u>
16 SUBTOTAL CAPOC SALARIES:			\$112,756
17 CAPOC Benefits (31.18%) ⁽³⁾⁽⁴⁾			<u>35,157</u>
18 SUBTOTAL CAPOC SALARIES AND BENEFITS:			\$147,913
19 <u>F.A.C.E.S Inc. (FACES)</u> ⁽⁶⁾			
20 Accountant	0.10	\$20.00	\$4,160
21 Clinical Supervisor (Svc. 5.1)	0.05	36.50	3,640
22 Counselor (Svc. 5.2)	1.00	23.50	42,240
23 FRC CMT Clinical Supervisor (Svc. 5.5)	0.05	29.50	2,912
24 Parenting Educator (Svc. 5.8)	0.10	20.50	<u>3,848</u>
25 SUBTOTAL FACES SALARIES:			\$56,800
26 FACES Benefits (13.27%) ⁽³⁾			<u>7,540</u>
27 SUBTOTAL FACES SALARIES AND BENEFITS:			\$64,340
28 <u>People for Irvine Community Health DBA 2-1- 1 Orange County (2110C)</u> ⁽⁶⁾			
Information and Referral Specialist (Svc. 5.6)	1.00	14.63	\$30,430
2110C Benefits (15%) ⁽³⁾⁽⁵⁾			<u>4,568</u>

1 SUBTOTAL 2110C SALARIES AND BENEFITS: \$34,998

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

4 Community Education Supervisor 0.05 \$22.00 \$2,112

5 PEP Instructor/Community Education Advocate 0.20 16.00 6,144
(Svc. 5.9)

6 SUBTOTAL WTLC SALARIES: \$8,256

7 WTLC Benefits (21.58%)⁽³⁾⁽⁵⁾ 1,782

8 SUBTOTAL WTLC SALARIES AND BENEFITS: \$10,038

9 YMCA of Orange (YMCA)⁽⁶⁾

10 OST Youth Program Leader (Svc. 5.7) 0.40 \$13.00 \$8,320

11 Program Director 0.10 29.00 3,917

12 YMCA Lead Leader 0.53 15.00 14,742

13 SUBTOTAL YMCA SALARIES: \$26,979

14 YMCA Benefits (15.43%)⁽³⁾⁽⁵⁾ 4,163

15 SUBTOTAL YMCA SALARIES AND BENEFITS \$31,142

16 PARTICIPANT RELATED SERVICES AND EXPENSE

17 CAPOC CEAC \$1,000

18 CAPOC Direct Services Expense 500

19 YMCA Direct Service Expense 1,770

20 YMCA Summer Program Expense 800

21 SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES \$4,070

22 ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁶⁾

23 CAPOC Program Expense \$516

24 FACES Program Expense 1,000

25 SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES: \$1,516

26 OPERATING EXPENSES⁽⁶⁾

27 CAPOC Mileage ⁽⁷⁾ \$500

28 YMCA Insurance 1,000

29 YMCA Staff Training 500

30 YMCA Telephone/Internet 420

31 SUBTOTAL OPERATING EXPENSES \$2,420

32 INDIRECT COSTS⁽⁶⁾

33 YMCA Indirect Costs \$3,563

34 SUBTOTAL INDIRECT COSTS: \$3,563

SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:	<u>\$300,000</u>
MAXIMUM COUNTY OBLIGATION	\$300,000

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

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

(3) Employee Benefits may include contributions to 401k or retirement plans; health insurance; dental insurance; life, vision insurance; long-term/short-term disability insurance; life and disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, and vacation/sick time accrual as specified in footnotes four (4) and/or five (5) below. CAPOC's overall benefit rate shall not exceed thirty-two percent (32%) of actual salary expense claimed. FACES' overall benefit rate shall not exceed fourteen percent (14%) of actual salary expense claimed. YMCA's overall benefit rate shall not exceed sixteen percent (16%) of actual salary expense claimed. WTLC's overall benefit rate shall not exceed twenty-two percent (22%) of actual salary expense claimed. 2110C's overall benefit rate shall not exceed eighteen percent (18%) of actual salary expense claimed.

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

1 Agreement.

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

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

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

18 ~~FACES, through a subcontract shall allocate a minimum of \$6,000.00, to~~
19 ~~the provision of Personal Empowerment Program services during the term of this~~
20 ~~Agreement. Personal Empowerment Program and Personal Empowerment Program TLFR~~
21 ~~services shall consist of a fee for service Personal Empowerment Program~~
22 ~~Educator. Personal Empowerment Program Education allowable costs shall~~
23 ~~include training, program supplies, and mileage expenses directly related to~~
24 ~~the provision of Personal Empowerment Program Education services.~~

25 ~~CONTRACTOR and ADMINISTRATOR may agree, subject to advance written~~
26 ~~notice, to add, delete or modify line items and/or amounts and/or the number~~
27 ~~and type of FTE positions without changing COUNTY's maximum obligation as~~
28 ~~stated in Subparagraph 20.1 of this Agreement or reducing the level of service~~

1 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3
 2 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
 3 as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually
 4 agree in writing to proportionately reduce the service goals as set forth in
 5 this Exhibit.

6 14. STAFF

7 14.1 Recruitment Practices:

8 14.1.1 CONTRACTOR shall use a formal recruitment plan, which
 9 complies with Federal and State employment and labor regulations. CONTRACTOR
 10 shall hire staff with the education, language skills, and experience necessary
 11 to appropriately perform all functions as described in this Agreement.

12 14.1.2 The number of direct service bilingual staff shall meet
 13 the needs of the community to be served.

14 14.1.3 CONTRACTOR may be required to submit employer's bilingual
 15 certification criteria and/or test results.

16 14.1.4 CONTRACTOR shall specify the FTE percentage for each
 17 service for staff that provides more than one service. The combined FTE for
 18 any individual staff may not exceed a 1.0 maximum.

19 CONTRACTOR shall provide the following described staff positions:

20 CAPOC shall provide the following described staff positions:

21 14.2 Accountant (CAPOC):

22 14.2.1 Duties: ~~Ensuring accurate and timely payment of FRC~~
 23 ~~partner agency~~ Preparing monthly invoices and timely billing to
 24 ADMINISTRATOR.; ~~documenting expenditures for audit purposes; attending FaCT~~
 25 ~~required training; provideing financial reports as required or requested by~~
 26 ~~FRC partner agencies and/or ADMINISTRATOR~~ using information and documentation
 27 provided by Partner Agencies and maintaining FaCT records and reports.

28 14.2.2 Qualifications: Bachelor's degree in accounting, ~~or in a~~

1 business, ~~or~~ finance, or related field from an accredited university, and a
2 minimum of three (3) years of experience as an accountant preparing government
3 invoices and billing requests. Proficiency in English is required.

4 14.3 Accountant (FACES):

5 14.3.1 Duties: Responsible for personnel files, collecting
6 monthly timesheets, and ensuring accurate and timely ~~payment of FRC partner~~
7 ~~agency invoices~~ billing to ADMINISTRATOR; ~~documenting expenditures for audit~~
8 ~~purposes; attending FaCT required trainings; provideing financial reports as~~
9 ~~required or requested by FRC partner agencies and/or ADMINISTRATOR.~~

10 14.3.2 Qualifications: Bachelor's degree preferred in
11 accounting ~~or in a business, or finance, related field~~ from an accredited
12 university and a minimum of one (1) year of experience working ~~as an~~
13 ~~accountant~~ with contracts, grants and in a collaborative setting. Proficiency
14 in English is required.

15 14.4 Childcare Worker (CAPOC):

16 14.4.1 Duties: Provide childcare activities at the FRC to
17 children of PARTICIPANTS attending FRC services, communicate with FRC
18 Coordinator and agency supervisor, attend all required meetings and trainings,
19 and complete required documents.

20 14.4.2 Qualifications: High school diploma or equivalent and
21 one (1) year of childcare experience, including working with infants, ability
22 to deal with stressful situations, and be creative and energetic. Proficiency
23 in English required and bilingual in Spanish is preferred.

24 14.5 Clinical Supervisor (FACES):

25 14.5.1 Duties: Provide individual and group supervision as
26 applicable, case consultation to FRC staff as needed, monitor cases, be
27 available for crisis and clinical consultation as needed, review documents for
28 clinical content, verify the laws of confidentiality, and ensure that child

1 and elder/dependent adult abuse reporting are followed-up on every case
2 consult. Ensure accuracy of paperwork and data entered into the FaCT-approved
3 database and attend all required meetings and trainings.

4 14.5.2 Qualifications: Licensed Clinical Social Worker (LCSW),
5 Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist. A
6 minimum of two (2) years of clinical supervision and case management
7 experience. Proficiency in English is required.

8 14.6 Community Engagement Volunteer Coordinator (CAPOC):

9 14.6.1 Duties: Assist in advocacy for the expansion of the FRC
10 CEAC, programs, and activities focusing on issues that affects the health,
11 well-being, and public safety of residents in the FRC community. Oversee
12 community organizing, volunteer recruitment and training, problem solving, and
13 developing and implementing an outreach plan. Support the efforts of local
14 programs to explore donation and service opportunities for the FRC, develop
15 and promote FRC volunteer project activities, develop and maintain regular
16 contact with community organizations, coordinate and communicate with FRC
17 Coordinator, attend all required meetings and trainings, administer FaCT-
18 approved measurement tools, and enter results into the FaCT database.

19 14.6.2 Qualifications: Bachelor's degree in human services or
20 related field from an accredited university; two (2) years of experience
21 working with at-risk families and the community, including one (1) year
22 supervisory experience; knowledge of public and private social services
23 agencies, community resources, including Federal and State programs; capable
24 of relating well to individuals from diverse backgrounds, cultures, varied
25 income, and education levels; and computer competency. Proficiency in English
26 and bilingual in Spanish required.

27 14.7 Bilingual Counselor/Parent Educator (FACES):

28 14.7.1 Duties: Provide therapy including assessment, treatment

1 planning, termination, and documentation. Develop group activities and
 2 interventions pertinent to PARTICIPANTS. Administer FaCT-approved pre/post
 3 measurement tools and enter results into the FaCT-approved database. Produce
 4 reports to supervisor as needed. ~~individual, family, group, and crisis~~
 5 ~~counseling services for children, parents, and/or caregivers who are~~
 6 ~~experiencing a crisis due to interpersonal conflicts, family crisis, difficult~~
 7 ~~parenting issues, challenging child needs, and/or traumatic loss; provide~~
 8 ~~emotional support; stabilize immediate crisis; develop goals for the family;~~
 9 ~~maintain records; prepare reports, collect and input data into FaCT database;~~
 10 ~~and attend all required meetings and trainings.~~

11 14.7.2 Qualifications: Licensed clinician, MFT Intern, or
 12 Masters in Social Work (MSW) Intern enrolled in an accredited graduate program
 13 under clinical supervision. Proficiency in English and bilingual, based on
 14 community language need, is required.

15 14.8 Family Support Specialist Advocate/Individual Case Manager
 16 (CAPOC):

17 14.8.1 Duties: Responsible for assessing needs and assisting
 18 families ~~in crisis~~ to access resources to meet those needs, including court
 19 ordered families to facilitate family reunification; ~~coordinate information~~
 20 ~~for PARTICIPANT referrals; participate in Comprehensive Case Management Team~~
 21 ~~meetings; follow up on PARTICIPANT's progress; help alleviate barriers to~~
 22 ~~accessing services~~ case planning, compiling and maintaining records; preparing
 23 reports; attending and presenting cases at CMT meetings; completing FaCT-
 24 approved assessment tools, ~~collect and input data entry~~ into FaCT-approved
 25 database; collaborate with the COUNTY in promoting Foster and Adoptive Parent
 26 Recruitment Services at community events/workshops and other local community
 27 events the need for foster and adoptive resources for children in need of a
 28 permanent home; and attending all required meetings and trainings.

1 14.8.2 Qualifications: Bachelor's degree in human services or
 2 related field from an accredited university, knowledge of the child welfare
 3 system, ~~one (1) year~~ a minimum of two (2) years of experience working directly
 4 with families in crisis, ~~with at-risk families and the community~~ and a minimum
 5 of two (2) years of program and staff management experience. Proficiency
 6 English and bilingual in Spanish is required.

7 14.8.3 Qualifications Option Two (2): ~~A minimum of five (5)~~
 8 ~~years of experience working directly with families in crisis and the community~~
 9 ~~and knowledge of the child welfare system. Proficiency in English and~~
 10 ~~bilingual, based on community language need, is required.~~

11 14.9 Foster and Adoptive Parent Recruiter (CAPOC):

12 14.9.1 Duties: Responsible for promoting, at community
 13 events/workshops and other local community events in collaboration with
 14 ADMINISTRATOR, the need for foster and adoptive resources for children in need
 15 of a permanent home.

16 14.9.2 Qualifications: High school diploma or equivalent, one
 17 (1) year of experience working directly with families in crisis and community,
 18 knowledge of local resources, excellent customer service skills, and computer
 19 competency (i.e., knowledge and ability to use computers and related
 20 technology). Proficiency in English and bilingual, based on community
 21 language need, is required.

22 14.10 FRC CMT Case Management Team Facilitator/Clinical Supervisor
 23 (FACES):

24 14.10.1 Duties: ~~Legally responsible for ensuring the team and/or~~
 25 ~~staff members follow up on all mandated reporting requirements; check~~
 26 ~~attendance of required Comprehensive Case Management Team; ensure~~
 27 ~~confidentiality and/or release forms are signed and maintained; possess a~~
 28 ~~thorough understanding of the laws of confidentiality, child, elder, and~~

1 ~~dependent adult abuse reporting; facilitate weekly Comprehensive Case~~
2 ~~Management Team cases including a thorough assessment of needs, treatment~~
3 ~~plan, follow up plan, and termination; document and maintain case management~~
4 ~~team records; collect and input data into the FaCT database; provide clinical~~
5 ~~supervision for counseling services; monitor cases; as necessary be available~~
6 ~~for crisis and clinical consultation; and review documents for clinical~~
7 ~~content, track contract requirements to ensure adherence and attend all~~
8 ~~required meetings and trainings.~~ Facilitate case management team group
9 process, ensure thorough assessment and linkages for families to resources,
10 and ensure team and/or staff members follow up on all mandated reporting
11 requirements. Responsibilities include, but are not limited to:

12 14.10.1.1 Verify and track attendance of required FRC
13 CMT members;

14 14.10.1.2 Ensure PARTICIPANT confidentiality/release
15 forms are signed by PARTICIPANT and FRC CMT members;

16 14.10.1.3 Review the laws of confidentiality and child,
17 elder/dependent adult abuse reporting on an annual basis and ensure compliance
18 for each case presented;

19 14.10.1.4 Ensure all FRC CMT cases conferenced are
20 multiple needs cases (i.e., not just information and referral);

21 14.10.1.5 Facilitate weekly review of FRC CMT cases,
22 including a thorough assessment of needs, treatment plan, and termination;

23 14.10.1.6 Provide and coordinate ongoing cross-training
24 to FRC CMT on clinical training needs;

25 14.10.1.7 Ensure families are invited to the FRC CMT
26 meetings;

27 14.10.1.8 Maintain a binder of weekly case logs and
28 registration forms for each case conferenced at FRC CMT;

1 14.10.1.9 Complete standardized FRC CMT assessment
2 tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT
3 database; and

4 14.10.1.10 Actively engage new collaborative partners
5 and/or other COUNTY agency representatives to conference cases that would
6 benefit families.

7 14.10.2 Qualifications: LCSW, MFT, or Licensed Clinical
8 Psychologist, and one (1) year of group/meeting facilitation experience. ~~at~~
9 ~~least two (2) years experience of clinical supervision. Bilingual in~~
10 ~~English/Spanish or English/Vietnamese is preferred and~~ Proficiency in English
11 is required.

12 FACES shall provide the following described staff position:

13 14.11 FRC Coordinator (CAPOC):

14 14.11.1 Duties: Perform a variety of administrative functions;
15 coordinate service providers; supervise FRC staff; oversee the day-to-day
16 operation and facility use of the FRC; compile statistical and financial data
17 for various reports; ~~oversee data entry, data collection, and Vista Share~~
18 ~~reports;~~ facilitate CEAC community involvement in the CEAC; coordinate
19 governance and policy procedure development; coordinate training opportunities
20 for staff; prepare and monitor program budget; perform outreach to community
21 businesses and schools; market FRC services within the community; initiate ~~and~~
22 ~~provide~~ outreach to new partners and service providers; ~~respond to~~ address
23 public inquiries ~~on~~ regarding services, procedures, operations, and
24 regulations; facilitate FRC Contractor Partner Agencies and staff meetings,
25 and ensure completion of meeting minutes; complete all required documentation;
26 attend all required FaCT meetings and trainings; and perform related duties as
27 assigned.

28 14.11.2 Qualifications: Bachelor's degree ~~(or~~ Master's degree

1 preferred) in social work, sociology, psychology, or related field from an
 2 accredited university and a minimum of two (2) years of experience working
 3 with at-risk families and the community; knowledge of child welfare system;
 4 capable of relating well to individuals from diverse backgrounds, cultures,
 5 varied income and education levels; supervisory experience ~~in management~~;
 6 ability to work successfully in a collaborative environment; attention to
 7 detail; and computer competency. Proficiency in English is required and
 8 bilingual, based on community language need, is preferred. ~~Bilingual in~~
 9 ~~English/Spanish is preferred.~~

10 14.12 Information and Referral Specialist ~~Community Resource Specialist~~
 11 ~~(2110C)~~:

12 14.12.1 Duties: Responsible for responding to walk-in, call-in,
 13 and referred PARTICIPANTS seeking community resources. ~~Provide community~~
 14 ~~resource information assistance to walk in, call in, and referred~~
 15 ~~PARTICIPANTS; Assess and evaluate PARTICIPANT's immediate needs and make~~
 16 ~~referrals ; linkage to service providers, refer to appropriate resources.~~
 17 Collaborate with on-site staff to follow-up and ensure PARTICIPANTS are able
 18 to access referred services. ~~perform outreach to community, businesses and~~
 19 ~~schools, collect and input data~~ Administer FaCT-approved measurement tools and
 20 enter results into the FaCT Database. ~~promote FRC program services; assist in~~
 21 ~~evaluation of PARTICIPANT needs; represent FRC at community events, maintain~~
 22 ~~required documentation; and collect and input data into FaCT database.~~

23 14.12.2 Qualifications: High school diploma or equivalent
 24 (Bachelor's degree in human services, counseling, social work or related field
 25 preferred), one (1) year of experience working directly with families in
 26 crisis and the community, knowledge of local resources, excellent customer
 27 service skills, and computer competency. Proficiency in English and
 28 bilingual, based on community language need, is required.

1 14.13 Information and Referral Director (2110C):

2 14.13.1 Duties: Evaluate program quality and performance, and
3 provide program guidance and direction. Work with collaborative partners to
4 ensure shared goals are met.

5 14.13.2 Qualifications: Bachelor's in human services
6 administration, counseling, social work or related field and a minimum of two
7 (2) years of experience managing nonprofit programs including experience in
8 information and referral services. Alliance and Referral Systems (AIRS)
9 certifications in both Information and Referral and Community Resource
10 Information Management is preferred.

11 14.14 Information and Referral Supervisor (2110C):

12 14.14.1 Duties: Evaluate Information and Referral Specialist's
13 performance and provide coaching and supplemental training.

14 14.14.2 Qualifications: Bachelor's degree in human services
15 administration, counseling, social work or related field and a minimum of one
16 (1) year management or supervisory experience. One (1) year of experience in
17 information and referral or related field and/or certification through AIRS as
18 a Resource Specialist or in Information and Referral is preferred.

19 14.15 OST Youth Program Leader (YMCA) Site Leader:

20 14.15.1 Duties: Provide supervision of YMCA OST Youth Program
21 Leader, ~~oversee child care activities at the FRC to children of PARTICIPANTS~~
22 ~~attending FRC services;~~ OST activities, monitor program attendance, and ensure
23 the health and safety of PARTICIPANTS is maintained at all times. Communicate
24 with FRC coordinator ~~and Program Coordinator~~, attend all required meetings,
25 ~~and trainings; and complete required documents.~~ Administer FaCT-approved
26 measurement tools, and enter results into the FaCT Database.

27 14.15.2 Qualifications: Must be a minimum of eighteen (18) years
28 of age and have a minimum of one of the following educational requirements:

1 High school diploma or equivalent associate's degree and/or fifty-five (55)
2 units of college credit, and/or twelve (12) units of child development or
3 related course work. One (1) year of ~~child care~~ experience working with
4 children in a school or agency setting; ~~is required.~~ ability to work
5 effectively with diverse staff and PARTICIPANTS; capable of implementing a
6 positive learning environment while incorporating academic, enrichment and
7 recreation activities; and possess strong writing and communications
8 skills. ~~including working with infants; ability to deal with stressful
9 situations; and be creative and energetic.~~ Bilingual in English/Spanish and
10 Proficiency in English is required, and bilingual, based on community language
11 need, is preferred.

12 14.16 Parenting Educator (FACES):

13 14.16.1 Duties: Provide Teach parenting education classes, ~~and~~
14 ~~workshops for child development, behavior management, coping skills,~~
15 ~~prevention of recurrence of maltreatment and attachment, bonding, and~~
16 ~~traumatic loss; improve parenting skills and family functioning; monitor~~
17 ~~attendance and participation; provide written reports; administer FaCT approved~~
18 ~~pre/post-tests measurement tools, compile and maintain records; collect and~~
19 ~~input data, and enter results into the FaCT Database and attend all required~~
20 ~~meetings and trainings.~~

21 14.16.2 Qualifications: Possess twelve (12) units of college
22 education in child development, psychology, sociology, social work, or related
23 field; one (1) year of experience working in the human services field; and
24 trained and/or certified to provide the CONTRACTOR's chosen evidence-based or
25 evidence-informed Parenting Education curriculum ~~one (1) year of experience~~
26 ~~working with public speaking or teaching.~~ Bilingual in English/Spanish and
27 Proficiency in English and bilingual, based on community language need, is
28 required.

1 ~~FACES, through a subcontractor shall provide the following described~~
2 ~~staff positions:~~

3 14.17 PEP Instructor (WTLC):

4 14.17.1 Duties: Provide and instruct PEP services, administer
5 FaCT-approved pre/post measurement tools, and enter results into the FaCT
6 Database. ~~Responsible for planning and facilitating Personal Empowerment~~
7 ~~Program classes; participating in weekly supervision meetings; providing~~
8 ~~referrals or services to PARTICIPANTS as needed; reporting suspected child~~
9 ~~abuse or other safety issues as needed; ensuring PARTICIPANT confidentiality;~~
10 ~~and preparing and submitting data and reports as required by ADMINISTRATOR.~~

11 14.17.2 Qualifications: PEP certified instructor shall possess a
12 Bachelor's degree in counseling or related field; ~~minimum of two (2) three (3)~~
13 ~~years of experience working in the counseling field; possess an understanding~~
14 ~~of the problems of with domestic violence families, forty (40) hours of~~
15 ~~Domestic Violence Prevention training, eight (8) hours of Child Abuse~~
16 ~~Prevention and Reporting training, and completion of PEP training. A valid~~
17 ~~Domestic Violence Advocate Certificate is required. knowledge of the~~
18 ~~principles of crisis counseling; excellent written and verbal communication~~
19 ~~skills; computer competency including Word processing experience; bilingual in~~
20 ~~Spanish is required; and Proficiency in English and bilingual in Spanish is~~
21 ~~required.~~

22 14.18 PEP Supervisor (WTLC):

23 14.18.1 Duties: Oversee PEP services. Work with staff to ensure
24 quality and contract requirements are met. Report issues to WTLC Executive
25 Director and fill in for direct service staff when needed.

26 14.18.2 Qualifications: A minimum of four (4) years of
27 supervisory experience, forty (40) hours of Domestic Violence Prevention
28 training, eight (8) hours of Child Abuse Prevention and Reporting training,

1 and completion of PEP training. Proficiency in English and bilingual in
2 Spanish is required.

3 14.19 Program Director (YMCA):

4 14.19.1 Duties: Oversee YMCA services, supervise YMCA staff,
5 complete required reports and documentation, and attend all required meetings.

6 14.19.2 Qualifications: Bachelor's degree in human services or
7 related field or a minimum of five (5) years of experience working with youth
8 programs. Must have current CPR and First Aid certification, computer
9 competency, and strong writing and communications skills. Proficiency in
10 English is required and bilingual in Spanish is preferred.

11 14.20 TLFR Family Fun Activities Leader (CAPOC):

12 14.20.1 Duties: Provide supervision and TLFR Family Fun
13 Activities to children and youth in the reunification process, monitor
14 attendance, and ensure the health and safety of the children is maintained at
15 all times. Coordinate events with FRC Coordinator, attend all required
16 meetings, administer FaCT-approved measurement tools, and enter results into
17 the FaCT-approved database.

18 14.20.2 Qualifications: A minimum of twelve (12) units of
19 college education in child development, education, psychology, sociology,
20 social work, health, recreation, business, or related field; one (1) year of
21 experience working with families and/or children; and one (1) year of
22 experience facilitating groups and/or workshops. Proficiency in English is
23 required and bilingual, based on community language need, is preferred.

24 14.21 YMCA Leader:

25 14.21.1 Duties: Provide ~~child care activities~~ and oversee OST
26 Youth Program activities at the FRC to ~~children of PARTICIPANTS attending FRC~~
27 ~~services~~, communicate with FRC coordinator and ~~Program Coordinator~~ agency
28 supervisor, attend all required meetings and trainings, and complete required

1 documents.

2 14.21.2 Qualifications: ~~High school diploma.~~ Must be a minimum
3 of eighteen (18) years of age and have a minimum of one of the following
4 educational requirements: associate's degree and/or fifty-five (55) units of
5 college credit, and/or twelve (12) units of child development or related
6 course work. ~~one (1) year of child care experience, including working with
7 infants; Ability to deal with stressful situations; and be creative and
8 energetic~~ work effectively with diverse staff and PARTICIPANTS; capable of
9 implementing a positive learning environment while incorporating academic,
10 enrichment and recreation activities; and possess strong writing and
11 communications skills. Proficiency in English is required, and bilingual in
12 Spanish is ~~required~~ preferred.

13 14.22 YMCA Lead Leader:

14 14.22.1 Duties: Provide supervision of OST Youth Program Leader
15 staff and oversee OST Youth Program activities at the FRC, communicate with
16 FRC Coordinator and agency supervisor, attend all required meetings and
17 trainings, and complete required documentation.

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

26 14.23 Administrative Assistant:

27 14.23.1 Duties: ~~Provide general support to Program Supervisor,
28 collect required data, audit files, gather community resources, and other~~

1 ~~duties as requested.~~

2 14.23.2 Qualifications: ~~High school diploma; one (1) year~~
3 ~~experience in related field, excellent interpersonal and customer service~~
4 ~~skills. Bilingual in English/Spanish is preferred and proficiency in English~~
5 ~~is required.~~

6 YMCA shall provide the following described staff positions:

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