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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE

AND

CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA

AND

ANAHEIM FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION

AND

INTERVAL HOUSE

AND

WESTERN YOUTH SERVICES

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 Children's Bureau of Southern California, a California non-profit corporation; and Anaheim Family Young Men's Christian Association, a California non-profit corporation; Interval House, a California non-profit corporation; and Western Youth Services, a California non-profit corporation; hereinafter collectively referred to as "FAMILY OASIS FAMILY RESOURCE CENTER" or "CONTRACTOR." Children's Bureau of Southern California, Anaheim Family Young Men's Christian Association, Interval House, and Western Youth Services, may each also be referred to individually as "Contractor Partner Agency" or collectively as "Contractor Partner Agencies." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."



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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. ~~CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 20.1 of this Agreement does not increase as a result.~~

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.

1           3.2 CONTRACTOR, its agents, employees and volunteers shall not be  
2 entitled to any rights and/or privileges of COUNTY employees, and shall not be  
3 considered in any manner to be COUNTY employees.

4           4.    DESCRIPTION OF SERVICES, STAFFING

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

12           4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR  
13 may require changes in staffing allocations to reflect current workload  
14 demands or service needs as long as COUNTY's maximum obligation as set forth  
15 in this Agreement is not exceeded.

16           4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send  
17 appropriate staff to attend an orientation session and subsequent training  
18 sessions given by COUNTY.

19           5.    LICENSES AND STANDARDS

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

28           5.2 In the performance of this Agreement, CONTRACTOR shall comply,

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

9 5.2.1 For Federally funded Agreements in the amount of \$25,000  
10 or more, CONTRACTOR certifies that its officers and/or principals are not  
11 debarred or suspended from Federal financial assistance programs and/or  
12 activities.

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

18 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

19 6.1 Delegation and Assignment:

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

1           6.2   Subcontracts:

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

9           6.2.1   Subcontracts of \$25,000 or less:

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

18           6.2.2   Subcontracts in excess of \$25,000:

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



1 subcontractor's performance until completion of services.

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

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

16 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

17 7.1 Form of Business Organization:

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

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

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

27 7.1.3 A detailed statement indicating the relationship of  
28 CONTRACTOR to any subsidiary business organization or to any individual who

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

3 7.2 Change in Form of Business Organization:

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

11 7.3 Real Property Disclosure:

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

17 7.3.1 The location by street address and city of any such real  
18 property.

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

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

25 7.3.3.1 The term duration of any rental, lease or  
26 license agreement;

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

1 agreement;

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

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

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

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

1 describing such changes.

2 8. NON-DISCRIMINATION

3 8.1 In the performance of this Agreement, CONTRACTOR agrees that it  
4 shall not engage nor employ any unlawful discriminatory practices in the  
5 admission of clients, provision of services or benefits, assignment of  
6 accommodations, treatment, evaluation, employment of personnel or in any other  
7 respect on the basis of race, religious creed, color, national origin,  
8 ancestry, physical disability, mental disability, medical condition, genetic  
9 information, marital status, sex, gender, gender identity, gender expression,  
10 age, sexual orientation, military and veteran status or any other protected  
11 group in accordance with the requirements of all applicable Federal or State  
12 laws.

13 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which  
14 meets the lawful and applicable requirements of the U.S. Department of Health  
15 and Human Services.

16 8.3 CONTRACTOR shall furnish any and all information requested by  
17 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
18 books, records and accounts in order to ascertain CONTRACTOR's compliance with  
19 Paragraph 8 et seq.

20 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled  
21 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
22 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

23 8.5 Non-Discrimination in Employment:

24 8.5.1 All solicitations or advertisements for employees placed  
25 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
26 receive consideration for employment without regard to race, religious creed,  
27 color, national origin, ancestry, physical disability, mental disability,  
28 medical condition, genetic information, marital status, sex, gender, gender

1 identity, gender expression, age, sexual orientation, military and veteran  
2 status or any other protected group in accordance with the requirements of all  
3 applicable Federal or State laws. Notices describing the provisions of the  
4 equal opportunity clause shall be posted in a conspicuous place for employees  
5 and job applicants.

6 8.5.2 CONTRACTOR shall refer any and all employees desirous of  
7 filing a formal discrimination complaint to:

8 California Department of Social Services

9 Public Inquiry and Response Bureau

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

11 Sacramento, CA 94244-2430

12 Telephone: (800) 952-5253

13 (800) 952-8349 (For the hard of hearing)

14 8.6 Non-Discrimination in Service Delivery:

15 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the  
16 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
17 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
18 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of  
19 the Americans with Disabilities Act of 1990; California Civil Code Section 51  
20 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,  
21 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;  
22 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,  
23 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section  
24 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption  
25 Act of 1996; and other applicable Federal and State laws, as well as their  
26 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7  
27 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal  
28 Employment Opportunity, Affirmative Action and Nondiscrimination as each may

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

9 8.6.2 CONTRACTOR shall provide any and all clients desirous of  
10 filing a formal complaint any and all information as appropriate:

11 8.6.2.1 Pamphlet: "Your Rights Under California Welfare  
12 Programs" (PUB 13)

13 8.6.2.2 Discrimination Complaint Form

14 8.6.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

26 Sacramento, CA 94244-2430

27 Federal Civil Rights Contact:

28 U.S. Department of Health and Human Services

Office of Civil Rights  
50 U.N. Plaza, Room 322  
San Francisco, CA 94102

9. NOTICES

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

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

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

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

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in

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

13 12. INSURANCE

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



1 subcontractor to begin work. Such proof of insurance must be maintained by  
2 Contractor through the entirety of this Agreement for inspection by County  
3 representative(s) at any reasonable time.

4 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
5 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
6 to the same terms and conditions as set forth herein for CONTRACTOR.

7 12.3 All self-insured retentions (SIRs) and deductibles shall be  
8 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
9 apply, indicate this on the Certificate of Insurance with a zero (0) by the  
10 appropriate line of coverage. Any SIR or deductible in an amount in excess of  
11 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by  
12 the County Executive Office (CEO)/Office of Risk Management upon review of  
13 CONTRACTOR's current audited financial report.

14 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
15 the full term of this Agreement, COUNTY may terminate this Agreement.

16 12.5 Qualified Insurer:

17 12.5.1 The policy or policies of insurance required herein must  
18 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's  
19 Rating) and VIII (Financial Size Category as determined by the most current  
20 edition of the Best's Key Rating Guide/Property-Casualty/United States or  
21 ambest.com). It is preferred, but not mandatory, that the insurer be licensed  
22 to do business in the state of California (California Admitted Carrier).

23 12.6 If the insurance carrier does not have an A.M. Best Rating of A-  
24 /VIII, the CEO/Office of Risk Management retains the right to approve or  
25 reject a carrier after a review of the company's performance and financial  
26 rating.

27 12.7 The policy or policies of insurance maintained by CONTRACTOR shall  
28 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Children's Bureau of Southern California (CB); Anaheim Family Young Men's Christian Association (AF YMCA) Interval House (IH); and Western Youth Services (WYS)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	CB, YMCA, IH, and WYS
Workers' Compensation	Statutory	CB, YMCA, IH, and WYS
Employer's Liability Insurance	\$1,000,000 per occurrence	CB, YMCA, IH, and WYS
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	CB, IH, and WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	CB, YMCA, IH, and WYS
Employee Dishonesty	\$49,980	CB

12.8 Required Coverage Forms:

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

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

12.9 Required Endorsements:

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

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

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

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

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

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

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

27           12.14 The Commercial General Liability policy shall contain a  
28 severability of interests clause also known as a "separation of insureds"

1 clause (standard in the ISO CG 0001 policy).

2 12.15 Insurance certificates should be mailed to COUNTY at the address  
3 indicated in Paragraph 9 of this Agreement.

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

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

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

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

23 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

24 CONTRACTOR shall report to COUNTY:

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

1           13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
2 from or related to services performed by CONTRACTOR under this Agreement.  
3 Such report shall be submitted to COUNTY within twenty-four (24) hours of  
4 occurrence.

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

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

12   14.   CONFLICT OF INTEREST

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

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

23   15.   ANTI-PROSELYTISM PROVISION

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

28   16.   SUPPLANTING GOVERNMENT FUNDS

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

10 17. EQUIPMENT

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

20 CONTRACTOR further agrees to the following:

21 17.1.1 To maintain all items of Capital Equipment in good  
22 working order and condition, normal wear and tear excepted.

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

28 17.1.3 To report in writing to ADMINISTRATOR immediately after

1 discovery, the loss or theft of any items of Capital Equipment. For stolen  
2 items, the local law enforcement agency must be contacted and a copy of the  
3 police report submitted to ADMINISTRATOR.

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

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

17 17.3 Personal Computer Equipment:

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

26 18. BREACH SANCTIONS

27 Failure by CONTRACTOR to comply with any of the provisions, covenants,  
28 or conditions of this Agreement shall be a material breach of this Agreement.

1 In such event, ADMINISTRATOR may, and in addition to immediate termination and  
2 any other remedies available at law, in equity, or otherwise specified in this  
3 Agreement:

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

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

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

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

13 19. DESIGNATED LEAD AGENCY

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



1           19.2 As the designated lead agent, CB shall also be responsible for at  
2 ~~a minimum facilitating CONTRACTOR meetings, collecting documentation for~~  
3 ~~invoices, and outcome measurements from each CONTRACTOR Partner Agency, and~~  
4 ~~maintaining complete and accurate records of all financial and outcome~~  
5 ~~measurement data on behalf of CONTRACTOR~~ activities that include but are not  
6 limited to the following:

7           19.2.1 Oversight of FRC services;

8           19.2.2 Employment and supervision of the FRC Coordinator;

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

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

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

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

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

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

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

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

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

28           19.2.12 Ensuring all Contractor Partner Agencies are current on

1 required documentation (e.g., insurance certificates, copies of  
2 resumes/applications, independent audits);

3 19.2.13 Ensuring all Non-FaCT Funded Partner Agency(ies) have a  
4 current agreement with the FRC and provide copies of agreements to COUNTY upon  
5 request;

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

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

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

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

## 14 20. PAYMENTS

### 15 20.1 Maximum Contractual Obligation:

16 The maximum obligation of COUNTY under this Agreement shall be  
17 ~~\$220,000~~ not exceed the amount of \$1,500,000: The amount of \$300,000 for July  
18 1, 2015 through June 30, 2016; the amount of \$300,000 for July 1, 2016 through  
19 June 30, 2017; the amount of \$300,000 for July 1, 2017 through June 30, 2018;  
20 the amount of \$300,000 for July 1, 2018 through June 30, 2019; and the amount  
21 of \$300,000 for July 1, 2019 through June 30, 2020 or actual allowable costs,  
22 whichever is less.

### 23 20.2 Allowable Costs:

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

1 months of May and June in 2016, 2017, 2018, 2019, and 2020, during the month  
2 of such anticipated expenditure.

3 20.3 Advance Payment:

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

12 20.3 Claims:

13 20.3.1 CONTRACTOR shall submit monthly claims to be received by  
14 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
15 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
16 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
17 claim the next business day. COUNTY holidays include New Year's Day, Martin  
18 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
19 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
20 Friday after Thanksgiving, and Christmas Day.

21 20.3.2 All claims must be submitted on a form approved by  
22 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
23 source documents with the monthly claim, including, inter alia, a monthly  
24 statement of services, general ledgers, supporting journals, time sheets,  
25 invoices, canceled checks, receipts, and receiving records, some of which may  
26 be required to be copied. Source documents that CONTRACTOR must submit shall  
27 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
28 shall retain all financial records in accordance with Paragraph 25 (Records,

1 Inspections, and Audits) of this Agreement.

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

5 20.3.4 Year End and Final Claims:

6 20.3.4.1 CONTRACTOR shall submit a final claim for each  
7 COUNTY fiscal year, July 1 through June 30, covered under the term of this  
8 Agreement as stated in Paragraph 1, by no later than August 30<sup>th</sup> of each  
9 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> of each  
10 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not  
11 be reimbursed. ADMINISTRATOR may modify the date that which the final claim  
12 per each COUNTY fiscal year must be received, upon written notice to  
13 CONTRACTOR.

14 20.3.4.2 The basis for final settlement shall be the  
15 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or 48  
16 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to  
17 this Agreement; limited, however, to the maximum obligation of COUNTY. In the  
18 event that any overpayment has been made, COUNTY may offset the amount of the  
19 overpayment against the final payment. In the event overpayment exceeds the  
20 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)  
21 business days of notice from COUNTY. Nothing herein shall be construed as  
22 limiting the remedies of COUNTY in the event an overpayment has been made.

23 21. OVERPAYMENTS

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

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

9 22. OUTSTANDING DEBT

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

13 23. FINAL REPORT

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

19 24. INDEPENDENT AUDIT

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

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

10       25. RECORDS, INSPECTIONS AND AUDITS

11           25.1 Financial Records:

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

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

22           25.2 Client Records:

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

26           25.2.2 All client records related to services provided under the  
27 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
28 (5) years from the date of final payment under this Agreement or until all

1 pending COUNTY, State and Federal audits are completed, whichever is later.  
2 Notwithstanding anything to the contrary, upon termination of this Agreement,  
3 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
4 in accordance with Subparagraph 43.2.

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

10 25.3 Public Records:

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

16 25.4 Inspections and Audits:

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

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

1 of written demand by ADMINISTRATOR.

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

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

12 25.5 Evaluation Studies:

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

17 26. PERSONNEL DISCLOSURE

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

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

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



1                   26.1.3 The professional degree, if applicable, and experience  
2 required for each position; and

3                   26.1.4 The language skill, if applicable, for all personnel.

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

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

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

26                  26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
27 arrest and/or subsequent conviction, for offenses other than minor traffic  
28 offenses, of any paid employee and/or volunteer staff performing services

1 under this Agreement, when such information becomes known to CONTRACTOR.  
2 ADMINISTRATOR may determine whether such employee and/or volunteer may  
3 continue to provide services under this Agreement and shall provide notice of  
4 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply  
5 with ADMINISTRATOR's decision shall be deemed a material breach of this  
6 Agreement, pursuant to Paragraph 18 above.

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

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

13 26.8 CONTRACTOR shall notify COUNTY immediately when staff is  
14 terminated for cause from working on this Agreement.

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

18 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 employees for the period prescribed by the law. CONTRACTOR shall indemnify,  
2 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,  
3 its agents, officers, and employees from employer sanctions and any other  
4 liability which may be assessed against CONTRACTOR or COUNTY or both in  
5 connection with any alleged violation of any Federal or State statutes or  
6 regulations pertaining to the eligibility for employment of any persons  
7 performing work under this Agreement.

8 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

24 28.2 The failure of CONTRACTOR to timely submit the data or  
25 certifications required by subsections (a), (b), (c), or (d), or to comply  
26 with all Federal and State employee reporting requirements for child support  
27 enforcement or to comply with all lawfully served Wage and Earnings Assignment  
28 Orders and Notices of Assignment shall constitute a material breach of this

1 Agreement, and failure to cure such breach within sixty (60) calendar days of  
2 notice from COUNTY shall constitute grounds for termination of this Agreement.

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

6 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

24 31. CONFIDENTIALITY

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

1 amended.

2 31.2 All records and information concerning any and all persons  
3 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
4 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
5 volunteers. CONTRACTOR shall require all of its employees, agents,  
6 subcontractors and volunteer staff who may provide services for CONTRACTOR  
7 under this Agreement to sign an agreement with CONTRACTOR before commencing  
8 the provision of any such services, to maintain the confidentiality of any and  
9 all materials and information with which they may come into contact, or the  
10 identities or any identifying characteristics or information with respect to  
11 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
12 required to provide services under this Agreement or to those specified in  
13 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
14 latter, only during such audit. CONTRACTOR shall comply with any audits  
15 specified in Paragraph 25, provide reports and any other information required  
16 by COUNTY in the administration of this Agreement, and as otherwise permitted  
17 by law.

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

21 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
22 be subject to the confidentiality requirements of this Agreement.

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

27 31.5.1 No access, disclosure or release of information regarding  
28 a child who is the subject of Juvenile Court proceedings shall be permitted

1 except as authorized. If authorization is in doubt, no such information shall  
2 be released without the written approval of a Judge of the Juvenile Court.

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

8 ~~31.5.3 Attorney Client Confidentiality Requirements: In the~~  
9 ~~event Contractor Partner Agency is a legal assistance provider, nothing in~~  
10 ~~this Agreement shall allow COUNTY or the State of California to engage in any~~  
11 ~~conduct that would impair the attorney client relationship between CONTRACTOR~~  
12 ~~and its clients, as that relationship is customarily defined in the legal~~  
13 ~~community; and, in particular, nothing herein shall require CONTRACTOR to~~  
14 ~~reveal attorney client privileged information, nor allow COUNTY or the State~~  
15 ~~to interfere with any other legal and ethical duties CONTRACTOR owes to its~~  
16 ~~clients. To the extent COUNTY, in fulfilling its contractual obligations~~  
17 ~~and/or its obligations under State or Federal law, finds it necessary to~~  
18 ~~examine documents or files prepared by CONTRACTOR in the course of its~~  
19 ~~confidential relationship with its clients, CONTRACTOR may delete information~~  
20 ~~which would identify clients from such documents or files before they are~~  
21 ~~examined by COUNTY.~~

22 32. COPYRIGHT ACCESS

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

27 33. WAIVER

28 No delay or omission by either party hereto to exercise any right or

1 power accruing upon any noncompliance or default by the other party with  
2 respect to any of the terms of this Agreement shall impair any such right or  
3 power or be construed to be a waiver thereof. A waiver by either of the  
4 parties hereto of any of the covenants, conditions, or agreements to be  
5 performed by the other shall not be construed to be a waiver of any succeeding  
6 breach thereof or of any other covenant, condition or agreement herein  
7 contained.

8 34. PETTY CASH

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

11 35. PUBLICITY

12 35.1 Information and solicitations, prepared and released by  
13 CONTRACTOR, concerning the services provided under this Agreement shall state  
14 that the program, wholly or in part, is funded through COUNTY, State and  
15 Federal government funds.

16 35.2 CONTRACTOR shall not disclose any details in connection with this  
17 Agreement to any person or entity except as may be otherwise provided  
18 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
19 identify its services and related clients to sustain itself, COUNTY shall not  
20 inhibit CONTRACTOR from publishing its role under this Agreement within the  
21 following conditions:

22 35.2.1 CONTRACTOR shall develop all publicity material in a  
23 professional manner; and

24 35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
25 and shall not authorize another to, publish or disseminate any commercial  
26 advertisements, press releases, feature articles, or other materials using the  
27 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
28 unreasonably withhold written consent.

1           36.    COUNTY RESPONSIBILITIES

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

4           37.    REFERRALS

5           37.1 CONTRACTOR shall provide services to individuals referred by  
6 ADMINISTRATOR.

7           38.    REPORTS

8           38.1 CONTRACTOR shall provide information deemed necessary by  
9 ADMINISTRATOR to complete any State-required reports related to the services  
10 provided under this Agreement.

11           38.2 CONTRACTOR shall maintain records and submit reports containing  
12 such data and information regarding the performance of CONTRACTOR's services,  
13 costs or other data relating to this Agreement, as may be requested by  
14 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
15 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

16           39.    ENERGY EFFICIENCY STANDARDS

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

20           40.    ENVIRONMENTAL PROTECTION STANDARDS

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

27           40.1 No facility to be utilized in the performance of the proposed  
28 grant has been listed on the EPA List of Violating Facilities;



1           40.2 It will notify COUNTY prior to award of the receipt of any  
2 communication from the Director, Office of Federal Activities, U.S. EPA,  
3 indicating that a facility to be utilized for the grant is under consideration  
4 to be listed on the EPA List of Violating Facilities; and

5           40.3 It will notify COUNTY and EPA about any known violation of the  
6 above laws and regulations.

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

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

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

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

23           1) No Federal appropriated funds have been paid or will  
24 be paid to any person for influencing or attempting to influence an officer or  
25 employee of any agency, a Member of Congress, an officer or employee of  
26 Congress, or an employee of a Member of Congress on his or her behalf in  
27 connection with the awarding of any Federal contract, the making of any  
28 Federal grant, the making of any Federal loan, the entering into of any

1 cooperative agreement, and the extension, continuation, renewal, amendment or  
2 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

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

21 42. POLITICAL ACTIVITY

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

25 43. TERMINATION PROVISIONS

26 43.1 ADMINISTRATOR may terminate this Agreement without penalty  
27 immediately with cause or after thirty (30) days written notice without cause,  
28 unless otherwise specified. Notice shall be deemed served on the date of

1 mailing. Cause shall be defined as any breach of contract, any  
2 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
3 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
4 all further obligations under this Agreement.

5 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
6 cooperate with ADMINISTRATOR in the orderly transfer of service  
7 responsibilities, active case records, and pertinent documents.

8 43.3 The obligations of COUNTY under this Agreement are contingent upon  
9 the availability of Federal and/or State funds, as applicable, for the  
10 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
11 for the services hereunder in the budget approved by the Orange County Board  
12 of Supervisors each fiscal year this Agreement remains in effect or operation.  
13 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
14 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
15 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
16 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
17 notification of such determination. CONTRACTOR shall immediately comply with  
18 ADMINISTRATOR's decision.

19 43.4 If any provision of this Agreement or the application thereof is  
20 held invalid, the remainder of this Agreement shall not be affected thereby.

21 44. GOVERNING LAW AND VENUE

22 This Agreement has been negotiated and executed in the State of  
23 California and shall be governed by and construed under the laws of the State  
24 of California. In the event of any legal action to enforce or interpret this  
25 Agreement, the sole and exclusive venue shall be a court of competent  
26 jurisdiction located in Orange County, California, and the parties hereto  
27 agree to and do hereby submit to the jurisdiction of such court,  
28 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties

1 specifically agree to waive any and all rights to request that an action be  
2 transferred for trial to another county.

3 45. SIGNATURE IN COUNTERPARTS

4 The parties agree that separate copies of this Agreement may be signed  
5 by each of the parties, and this Agreement will have the same force and effect  
6 as if the original had been signed by all the parties.  
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WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

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

By: \_\_\_\_\_  
CHAIRMAN OF THE  
BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
RICHARD GOOD  
CHIEF EXECUTIVE OFFICER  
ANAHEIM FAMILY YOUNG MEN'S  
CHRISTIAN ASSOCIATION

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

Dated: \_\_\_\_\_

ATTEST:

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

By: \_\_\_\_\_  
CAROL WILLIAMS  
EXECUTIVE DIRECTOR  
INTERVAL HOUSE

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

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

By: \_\_\_\_\_  
DEPUTY

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE

AND  
CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA

AND  
ANAHEIM FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION

AND  
INTERVAL HOUSE

AND  
WESTERN YOUTH SERVICES

FOR THE PROVISION OF  
SERVICES PROMOTING SAFE AND STABLE FAMILIES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services Promoting Safe and Stable Families to birth, kinship, blended, adoptive, and foster families with children birth through eighteen (0-18) years who are at risk and/or experiencing child abuse and/or neglect; families living in poverty, or economic hardships, child abuse, domestic violence, unemployment, teen pregnancy, and unhealthy parenting; families receiving child welfare services, including families in the Family Reunification and/or adoption process; homeless families, unaccompanied homeless youth, and those at risk of homelessness; non-minor dependents ages eighteen through twenty-one (18-21), who are being served by child welfare or probation agencies and who are under the jurisdiction of the Orange County Juvenile Court; military families

(active or veteran), and persons with disabilities. The population to be served as defined in this Paragraph shall hereinafter be referred to as "PARTICIPANTS" or "FAMILIES."

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

## 2. PSSF AND CBCAP FUNDING REQUIREMENTS WORKLOAD STANDARDS

2.1 CONTRACTOR shall provide services/activities, as described in Paragraph 5 below, to address one (1) or more of the seven (7) Promoting Safe and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below, and addressing all four (4) of the PSSF service categories defined in Subparagraphs 2.3.1 through 2.3.4, below. ~~ADMINISTRATOR may, in its sole discretion and upon written notice to CONTRACTOR, modify: the terms or definitions, the particular type of services/activities to be provided, the time of day and day of week services/activities are to be provided, the location(s) where services/activities shall be provided, the date(s) services/activities shall begin and end, the service goal(s), measurement tools and outcome indicators, and the number of participants to be provided services/activities as described in Paragraph 4, below, without changing COUNTY'S maximum obligation as set forth in this Agreement. CONTRACTOR understands that such modification(s) shall promote community participation. Any modification of services/activities shall remain within the scope of defined PSSF service categories and PSSF outcomes. CONTRACTOR shall not institute any modification without prior, written approval of ADMINISTRATOR. The PSSF service categories are as follows:~~

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

2.2.1 Children are, first and foremost, protected from abuse

1 and neglect.

2 2.2.2 Children are safely maintained in their own homes  
3 whenever possible and appropriate.

4 2.2.3 Children have permanency and stability in their living  
5 situations.

6 2.2.4 The continuity of family relationships and connections is  
7 preserved for children.

8 2.2.5 Families have enhanced capacity to provide for their  
9 children's needs.

10 2.2.6 Children receive appropriate services to meet educational  
11 needs.

12 2.2.7 Children receive adequate services to meet physical and  
13 mental health needs.

14 2.3 The four (4) PSSF service categories are as follows:

15 2.3.1 Family Preservation: Family Preservation (FP) services  
16 typically are designed to help families alleviate crises that might lead to  
17 out-of-home placement of children; maintain the safety of children in their  
18 own homes; and assist families in obtaining services and other supports  
19 necessary to address their multiple needs in a culturally responsive manner.  
20 ~~FP services should comprise approximately twenty-five (25) percent of the~~  
21 ~~budget for total services. Services must address a minimum of one (1) of the~~  
22 ~~PSSF outcomes for each contracted service (as specified in Subparagraph 2.2~~  
23 ~~below).~~

24 2.3.2 Family Support: Family Support services are primarily  
25 community-based preventive activities designed to alleviate stress and promote  
26 parental competencies and behaviors that will increase the ability of families  
27 to successfully nurture their children; enable families to use other resources  
28 and opportunities available in the community; and create supportive networks



1 to enhance child-rearing abilities of parents and help compensate for the  
2 increased social isolation and vulnerability of families. ~~FS services should~~  
3 ~~comprise approximately thirty-five (35) percent of the budget for total~~  
4 ~~services. Services must address a minimum of one (1) of the PSSF outcomes for~~  
5 ~~each contracted service (as specified in Subparagraph 2.2 below).~~

6 2.3.3 Time-Limited Family Reunification: Time-Limited Family  
7 Reunification (TLFR) are services and activities provided to a child who is  
8 removed from the child's home and placed in a foster family home or a  
9 childcare institution. These services are also for the parents or primary  
10 caregiver for the child, in order to facilitate the reunification of the child  
11 safely and appropriately during the court ordered family reunification period.  
12 TLFR services include individual, group, and family counseling; inpatient,  
13 residential, or outpatient substance abuse treatment services; mental health  
14 services; assistance to address domestic violence; temporary childcare and  
15 therapeutic services for families, including crisis nurseries; and  
16 transportation to and from any of the above services. ~~TLFR services should~~  
17 ~~comprise approximately twenty (20) percent of the budget for total services.~~  
18 ~~Services must address a minimum of one (1) of the PSSF outcomes for each~~  
19 ~~contracted service (as specified in Subparagraph 2.2 below).~~

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

28 ~~2.4 Services must meet a minimum of one (1) of the following PSSF~~

1 ~~outcomes for each contracted service:~~

2 ~~2.3.5 Children are, first and foremost, protected from abuse~~  
3 ~~and neglect.~~

4 ~~2.3.6 Children are safely maintained in their own homes~~  
5 ~~whenever possible and appropriate.~~

6 ~~2.3.7 Children have permanency and stability in their living~~  
7 ~~situations.~~

8 ~~2.3.8 The continuity of family relationships and connections is~~  
9 ~~preserved for children.~~

10 ~~2.3.9 Families have enhanced capacity to provide for their~~  
11 ~~children's needs.~~

12 ~~2.3.10 Children receive appropriate services to meet educational~~  
13 ~~needs.~~

14 ~~2.3.11 Children receive adequate services to meet physical and~~  
15 ~~mental health needs.~~

16 2.4 Unless specified otherwise, the services described below in  
17 Subparagraphs 5.1 through 5.11 addresses each of the four (4) PSSF categories  
18 described above in Subparagraphs 2.3.1 through 2.3.4.

19 2.5 Community-Based Child Abuse Prevention (CBCAP): Services shall  
20 align with the California Department of Social Services Community-Based Child  
21 Abuse Prevention (CBCAP) program which supports efforts to develop, operate,  
22 expand, enhance, and coordinate initiatives, programs and activities to  
23 prevent child abuse and neglect. In addition, CBCAP supports the coordination  
24 of resources to better strengthen and support families as well as foster  
25 understanding, appreciation and knowledge of diverse populations in order to  
26 effectively prevent and treat child abuse and neglect.

27 2.6 ADMINISTRATOR may, in its sole discretion and upon written notice  
28 to CONTRACTOR, modify: the terms or definitions, the particular type of

1 services/activities to be provided, the time-of-day and day-of-week  
2 services/activities are to be provided, the locations(s) where  
3 services/activities shall be provided, the date(s) services/activities shall  
4 begin and end, the service goal(s), measurement tools and outcome indicators,  
5 and the number of participants to be provided services/activities as described  
6 in Paragraph 5, below, without changing COUNTY's maximum obligation as set  
7 forth in this Agreement. Any modification of services/ activities shall  
8 remain within the scope of defined PSSF service categories and PSSF outcomes  
9 and shall promote community participation. CONTRACTOR shall not institute any  
10 modification without prior written approval of ADMINISTRATOR.

11 2.7 CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload  
12 standards as set forth in this Paragraph and as authorized by COUNTY, without  
13 reducing the level of service to be provided by CONTRACTOR. This agreement  
14 must be in writing.

15 3. HOURS OF OPERATION

16 3.1 CONTRACTOR shall provide services during hours that are responsive  
17 to the needs of PARTICIPANTS. At a minimum, CONTRACTOR shall provide services  
18 Monday through Friday from 9:00 a.m. to 6:00 p.m., except COUNTY holidays as  
19 established by the Orange County Board of Supervisors. Weekly hours shall  
20 include a minimum of two (2) weeknights until 8:00 p.m. or one (1) weekend day  
21 for a minimum of four (4) hours to meet community needs. CONTRACTOR may off-  
22 set regular hours based on the FRC being open for services evenings and/or  
23 weekends. For example, service hours on Tuesday and Thursday may be adjusted  
24 to 11:00 a.m. to 8:00 p.m. FRC operating hours must be submitted to  
25 ADMINISTRATOR for approval. Any changes to the regular schedule must be pre-  
26 approved, in writing, by ADMINISTRATOR. FRC shall provide a phone messaging  
27 system to record messages and post a sign with an emergency contact name and  
28 telephone number for PARTICIPANTS who may call or visit the FRC after hours.

1           3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday  
2 schedule which is as follows: New Year's Day, Martin Luther King Day,  
3 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
4 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
5 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written  
6 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday  
7 schedule. Any unauthorized closure shall be deemed a material breach of this  
8 Agreement, pursuant to Paragraph 18, and shall not be reimbursed. CONTRACTOR  
9 is encouraged to provide contracted services on holidays, whenever possible.

10       4. FACT GENERAL REQUIREMENTS AND CHARACTERISTICS

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

12           4.1 Maintain a community facility that offers multiple programs  
13 including, but not limited to the following core services: a case management  
14 team, counseling, family support services, parenting education, domestic  
15 violence prevention and treatment (Personal Empowerment Program), out-of-  
16 school-time youth program, TLFR family fun activities, foster/adoptive parent  
17 recruitment, and information and referral services in support of achieving  
18 FaCT goals.

19           4.2 Operate as a collaborative that includes Contractor Partner  
20 Agencies, which are Fact-funded and a minimum of two (2) Non-FaCT Funded  
21 Partner Agency(ies) who are providing onsite services at the FRC.

22           4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of  
23 understanding or agreement specifying their commitment to provide services  
24 throughout the term of this Agreement.

25           4.4 Designate CB to function as both the designated lead agency and  
26 the program management lead agency. The fiscal and program management  
27 responsibilities shall include those referenced in Paragraph 19 of this  
28 Agreement.

1 4.5 Provide bilingual staff responsible for direct services that are  
2 language appropriate.

3 4.6 Provide services that are culturally responsive to the needs of  
4 the community to be served.

5 4.7 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network  
6 Administrative Services (FNAS) provider, by attending required meetings,  
7 trainings, completing data entry into FaCT database system, and engaging with  
8 the FaCT Network in activities related to the FaCT mission and vision.

9 4.8 Provide all services at the FRC. Services may also be offered in-  
10 home, at schools, and other community locations as needed as mutually agreed  
11 upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all  
12 Clinical Supervision, Family Support Services, Counseling, and Case Management  
13 Team services.

14 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT  
15 Funded Partner Agency(ies) to ensure participants complete FaCT required  
16 registration, consent, sign-in forms, satisfaction surveys, and/or complete  
17 assessment tools referenced in Subparagraph 8.4 when receiving services  
18 requiring an assessment.

19 4.10 Collaborate with COUNTY staff and COUNTY'S contracted Differential  
20 Response (DR) and Family Stabilization (FS) services staff who provide  
21 services to SSA clients ~~residing in the FRC's service area.~~

22 5. SERVICES

23 Throughout this Exhibit, the Contractor Partner Agencies shall  
24 hereinafter be referred to as: Children's Bureau of Southern California (CB),  
25 Anaheim Family Young Men's Christian Association (YMCA), Interval House (IH),  
26 and Western Youth Services (WYS).

27 5.1 Clinical Supervision (WYS):

28 5.1.1 WYS shall provide Clinical Supervision services to ensure

1 the quality of counseling services provided at the FRC.

2 5.1.2 Clinical Supervision services shall include, but are not  
3 limited to: individual and group clinical supervision for counselor(s) at the  
4 FRC, recruitment and supervision of Master’s level counseling interns, case  
5 consultation, verification of laws of confidentiality, and ensuring that child  
6 and elder/dependent adult abuse reporting requirements are followed.

7 5.1.3 Clinical Supervision services shall be provided for a  
8 minimum of one hundred and four (104) hours annually and shall be based on the  
9 CONTRACTOR’s counseling agency supervision requirements.

10 5.1.4 Clinical Supervision shall be offered continuously  
11 throughout the term of this Agreement.

12 5.1.5 WYS shall provide qualified licensed Clinical Supervisor  
13 staff as specified in Subparagraph 14.4 of this Exhibit.

14 5.2 ~~Individual~~ Counseling Services (WYS):

15 ~~5.2.1 WYS shall provide Individual Counseling services to~~  
16 ~~children ages birth to eighteen (0-18) years, who are at risk of abuse or~~  
17 ~~neglect, and/or their parents, foster parents, (and their children), adoptive~~  
18 ~~families (and their children), and/or caregivers (and their children).~~  
19 ~~Individuals may include: those who are low income; coming from intact~~  
20 ~~families, individuals in the process of reunification; those who may be~~  
21 ~~experiencing a crisis due to interpersonal conflicts, exposure to violence in~~  
22 ~~the home, difficult parenting issues, challenging child needs, and/or~~  
23 ~~traumatic loss (hereinafter referred to as “PARTICIPANTS” for purposes of~~  
24 ~~Subparagraph 5.2). These individuals are not Medi-Cal eligible; and/or do not~~  
25 ~~meet the Medi-Cal eligibility requirements for medical necessity. The~~  
26 ~~objectives of Counseling Services are as follows:~~

27 5.2.1.1 Increase the availability of counseling  
28 services for appropriate non Medi-Cal clients, underinsured clients, and

1 clients experiencing barriers to accessing mental health services.

2 5.2.1.2 Increase participant's coping skills in  
3 dealing with stress.

4 5.2.1.3 Increase access to social support systems.

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

8 5.2.1.5 Reduce risk of violence in the home.

9 5.2.1.6 Improve individual and family functioning.

10 5.2.2 WYS shall provide Crisis, Group, and Individual  
11 Counseling services for a minimum of ~~twenty five (25)~~ one hundred and twenty-  
12 five (125) unduplicated PARTICIPANTS annually. Individual Counseling services  
13 shall include, but are not limited to; ~~assess PARTICIPANT's needs;~~ providing  
14 emotional support; stabilizing immediate crisis; and developing goals for  
15 PARTICIPANTS who are experiencing a crisis due to interpersonal conflicts,  
16 family crisis, difficult parenting issues, challenging child needs, and/or  
17 traumatic loss. Counseling services shall address ~~independent living skills;~~  
18 ~~self-control;~~ parenting issues; cycle of abuse; victimization; enhance family  
19 dynamics; ~~modify dysfunctional behaviors;~~ incorporate appropriate family  
20 roles; ~~develop time limited goals for the family and child in placement that~~  
21 ~~are targeted to PARTICIPANTS' particular reunification plans if applicable;~~  
22 and make appropriate linkages to all needed treatment programs and social  
23 support systems. ~~assist parent/caregivers with proper parenting techniques;~~  
24 ~~facilitate therapeutic exploration;~~ discussion of family issues impacting  
25 overall family functioning; and establish reasonable and attainable goals.  
26 Evidence-based treatment model to be used include Trauma Focused Cognitive  
27 Behavior Therapy (TF CBT), Motivational Interviewing (MI), or other evidence-  
28 based or evidence-informed treatment models. The Counselor/Clinician and/or

1 designee, as approved by ADMINISTRATOR, shall attend the FRC's Comprehensive  
2 Case Management Team meetings.

3 5.2.3 WYS shall provide Crisis, Group, and Individual  
4 Counseling services continuously throughout the term of this Agreement by  
5 appointment during FRC operating hours. WYS may also schedule evening hours  
6 at the request of PARTICIPANTS.

7 5.2.4 WYS shall provide Crisis Counseling services to a minimum  
8 of fifteen (15) individuals annually. WYS shall offer a minimum of one (1)  
9 and not exceed four (4) Crisis Counseling sessions per PARTICIPANT. Crisis  
10 Counseling sessions shall be a minimum of fifty (50) minutes in duration, or  
11 as clinically indicated by the clinician, and offered to PARTICIPANTS on a  
12 weekly basis.

13 5.2.5 WYS shall provide Group Counseling services to a minimum  
14 of ninety (90) individuals annually. WYS shall offer a minimum of eight (8)  
15 Group Counseling series annually. Each series shall consist of six (6) weekly  
16 sessions. Group Counseling sessions shall be a minimum of sixty (60) minutes  
17 in duration and offered to PARTICIPANTS on a weekly basis. FRC shall provide  
18 a phone messaging system to record messages and post a sign with an emergency  
19 contact name and telephone number for PARTICIPANTS who may call or visit the  
20 FRC after hours.

21 5.2.6 WYS shall provide Individual Counseling services in a  
22 private office space at the FRC, or other community locations, with advance  
23 written approval by ADMINISTRATOR, provided location can accommodate the  
24 confidentiality of the service WYS shall provide Individual Counseling  
25 services to a minimum of twenty (20) individuals annually. WYS shall offer a  
26 minimum of four (4) and not exceed twenty (20) Individual Counseling sessions  
27 per PARTICIPANT. Individual Counseling sessions shall be a minimum of fifty  
28 (50) minutes in duration and offered to PARTICIPANTS on a weekly basis.



1                   ~~5.2.7 WYS shall measure progress by ensuring PARTICIPANTS~~  
2 ~~complete a FaCT registration form, FaCT consent form, and FaCT approved~~  
3 ~~assessment tools.~~

4                   ~~5.2.7 WYS' Individual Counseling services shall address the~~  
5 ~~following PSSF service categories: FP, FS, TLFR, and APS.~~

6                   5.2.7 WYS shall provide qualified, bilingual licensed or  
7 license-eligible Counselor staff, as specified in Subparagraph 14.6 of this  
8 Exhibit.

9                   ~~5.3 Family Counseling:~~

10                   ~~5.2.8 WYS shall provide Family Counseling services children~~  
11 ~~ages birth to eighteen (0-18) years, who are at risk of abuse or neglect,~~  
12 ~~and/or their parents, foster parents, (and their children), adoptive families~~  
13 ~~(and their children), and/or caregivers (and their children). Families and~~  
14 ~~include: those who are low income; intact families, families in the process of~~  
15 ~~reunification; families 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 5.3).~~  
18 ~~These individuals are not Medi-Cal eligible; and/or do not meet the Medi-Cal~~  
19 ~~eligibility requirements for medical necessity.~~

20                   ~~5.2.9 WYS shall provide Family Counseling services for a~~  
21 ~~minimum of seven (7) unduplicated PARTICIPANTS. Family Counseling services~~  
22 ~~shall include, but not be limited to: assess PARTICIPANT's needs; provide~~  
23 ~~emotional support; stabilize immediate crisis; develop goals for PARTICIPANTS;~~  
24 ~~address independent living skills; self-control; parenting issues; cycle of~~  
25 ~~abuse; victimization; enhance family dynamics; modify dysfunctional behaviors;~~  
26 ~~incorporate appropriate family roles; and develop time limited goals for the~~  
27 ~~family and child in placement that are targeted to PARTICIPANTS' particular~~  
28 ~~reunification plans, if applicable and make appropriate linkages to all needed~~

1 ~~treatment programs and social support systems; assist parent/caregivers with~~  
2 ~~proper parenting techniques; facilitate therapeutic exploration; discussion of~~  
3 ~~family issues impacting overall family functioning; and establish reasonable~~  
4 ~~and attainable goals. The Counselor/Clinician and/or designee, as approved by~~  
5 ~~ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team~~  
6 ~~meetings. Family Counseling services shall be provided in a culturally~~  
7 ~~responsive manner in English and Spanish as needed by PARTICIPANT.~~

8           5.2.10 ~~WYS shall provide Family Counseling services continuously~~  
9 ~~throughout the term of this Agreement by appointment Monday through Friday~~  
10 ~~during FRC operating hours. WYS may also schedule evening hours at the~~  
11 ~~request of PARTICIPANTS. Counseling sessions shall be a minimum of fifty (50)~~  
12 ~~minutes in duration, or as clinically indicated by the clinician, and offered~~  
13 ~~to PARTICIPANTS on a weekly basis. WYS shall offer a minimum of six (6) weeks~~  
14 ~~of counseling sessions and a maximum of twenty (20) sessions for each~~  
15 ~~PARTICIPANT. FRC shall provide a phone messaging system to record messages~~  
16 ~~and post a sign with an emergency contact name and telephone number for~~  
17 ~~PARTICIPANTS who may call or visit the FRC after hours.~~

18           5.2.11 ~~WYS shall provide Family Counseling services in a private~~  
19 ~~office space at the FRC, or other community locations, with advance written~~  
20 ~~approval by ADMINISTRATOR, provided location can accommodate the~~  
21 ~~confidentiality of the service.~~

22           5.2.12 ~~WYS shall measure progress by ensuring PARTICIPANTS~~  
23 ~~complete a FaCT registration form, FaCT consent form, and FaCT approved~~  
24 ~~assessment tools.~~

25           5.2.13 ~~WYS's Family Counseling services shall address the~~  
26 ~~following PSSF service categories: FP, FS, TLFR, and APS.~~

27           5.2.14 ~~WYS shall provide qualified licensed Counselor/Clinician~~  
28 ~~or license-eligible Counselor/Clinician staff as specified in Subparagraph~~

1 ~~11.4 of this Exhibit.~~

2 ~~5.3 Group Counseling:~~

3 ~~5.2.15 WYS shall provide Group Counseling services to children~~  
4 ~~ages birth to eighteen (0-18) years who are at-risk of abuse or neglect and/or~~  
5 ~~their parents, foster parents (and their children), and/or caregivers (and~~  
6 ~~their children). Individuals may include: those who are low income; coming~~  
7 ~~from intact families; individuals in the process of reunification; those who~~  
8 ~~may be experiencing a crisis due to interpersonal conflicts, difficult~~  
9 ~~parenting issues, challenging child needs, and/or traumatic loss (hereinafter~~  
10 ~~referred to as "PARTICIPANTS" for purposes of Subparagraph 4.4). These~~  
11 ~~individuals are not Medi-Cal eligible; and/or do not meet the Medi-Cal~~  
12 ~~eligibility requirements for medical necessity.~~

13 ~~5.2.16 WYS shall provide Group Counseling services for a minimum~~  
14 ~~of thirty (30) unduplicated PARTICIPANTS. Group Counseling services shall~~  
15 ~~include, but not be limited to, assess PARTICIPANT's needs; provide emotional~~  
16 ~~support; stabilize immediate crisis; develop goals for PARTICIPANTS; address~~  
17 ~~independent living skills; self-control; parenting issues; cycle of abuse;~~  
18 ~~victimization; enhance family dynamics; modify dysfunctional behaviors;~~  
19 ~~incorporate appropriate family roles; develop time limited goals for the~~  
20 ~~family and child in placement that are targeted to PARTICIPANTS' particular~~  
21 ~~reunification plans, if applicable; make appropriate linkages to all needed~~  
22 ~~treatment programs and social support systems; assist parent/caregivers with~~  
23 ~~proper parenting techniques; facilitate therapeutic exploration; discussion of~~  
24 ~~family issues impacting overall family functioning; and establish reasonable~~  
25 ~~and attainable goals. The Counselor/Clinician and/or designee, as approved by~~  
26 ~~ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team~~  
27 ~~meetings. Group Counseling services shall be provided in a culturally~~  
28 ~~responsive manner in English and Spanish as needed by PARTICIPANTS.~~

1           5.2.17 ~~WYS shall provide Group Counseling services throughout~~  
 2 ~~the term of this Agreement Monday through Friday during FRC operating hours.~~  
 3 ~~WYS may also schedule evening hours at the request of PARTICIPANTS. WYS shall~~  
 4 ~~provide a minimum of three (3) Group Counseling series at a minimum of ninety~~  
 5 ~~(90) minutes each session with six (6) weekly sessions per series. Each~~  
 6 ~~session shall include a minimum of ten (10) PARTICIPANTS per group session.~~  
 7 ~~FRC shall provide a phone messaging system to record messages and post a sign~~  
 8 ~~with an emergency contact name and telephone number for PARTICIPANTS who may~~  
 9 ~~call or visit the FRC after hours.~~

10           5.2.18 ~~WYS shall provide Group Counseling services in a private~~  
 11 ~~office space at the FRC, or other community locations, with advance written~~  
 12 ~~approval by ADMINISTRATOR, provided location can accommodate the~~  
 13 ~~confidentiality of the service.~~

14           5.2.19 ~~WYS shall measure progress by ensuring PARTICIPANTS~~  
 15 ~~complete a FaCT registration form, FaCT consent form, and FaCT approved~~  
 16 ~~assessment tools.~~

17           5.2.20 ~~WYS's Group Counseling services shall address the~~  
 18 ~~following PSSF service categories: FP, FS, TLFR, and APS.~~

19           5.2.21 ~~WYS shall provide qualified licensed Counselor/Clinician~~  
 20 ~~or license-eligible Counselor/Clinician staff as specified in Subparagraph~~  
 21 ~~11.4 of this Exhibit.~~

22           5.3 Family Advocacy/Case Management Support Services (CB):

23           5.3.1 ~~Raise Foundation (RF) shall provide Family Advocacy/Case~~  
 24 ~~Management Support services to children ages birth to eighteen (0-18) years,~~  
 25 ~~who are at risk of abuse or neglect, and/or their parents, foster parents (and~~  
 26 ~~their children), and/or caregivers (and their children), pre and post-~~  
 27 ~~adoptive families. Families may include: those who are low-income; homeless;~~  
 28 ~~unemployed; underemployed; intact families; homeless families; families in the~~

1 process of reunification; in the COUNTY adoption process; or those who may be  
2 experiencing a crisis due to interpersonal conflicts, difficult parenting  
3 issues, challenging child needs, and/or traumatic loss (hereinafter referred  
4 to as "PARTICIPANTS" for purposes of Subparagraph 5.5) The objectives of  
5 Family Support Services are as follows:

6 5.3.1.1 Increase families' follow-through with service  
7 providers.

8 5.3.1.2 Increase access to resources.

9 5.3.1.3 Increase effective coordination of services  
10 among providers.

11 5.3.1.4 Assist in accessing resources so families may  
12 achieve economic self-sufficiency.

13 5.3.2 CB shall provide Family Advocacy/Case Management Support  
14 services for a minimum of one hundred and ten (110) unduplicated PARTICIPANTS  
15 FAMILIES annually. Family Advocacy/Case Management Support services shall  
16 include, but are not limited to, the following: are those services employing a  
17 case manager (e.g., Family Support Specialist) responsible for assessing the  
18 strengths and meeting the multiple needs of a PARTICIPANT and family;  
19 arranging, coordinating, monitoring, evaluating, and advocating for multiple  
20 services for families. The primary goal of case management shall be to link  
21 PARTICIPANTS with multiple needs to resources, services, and opportunities.  
22 The Family Support Specialist shall also teach and empower PARTICIPANTS to  
23 access community resources, strengthen problem solving skills, and refer  
24 PARTICIPANTS to resources and opportunities. Family Advocacy/Case Management  
25 Support services shall be provided in a family friendly, culturally responsive  
26 manner in English and Spanish as needed by PARTICIPANT.

27 5.3.3 CB shall provide Family Advocacy/Case Management Support  
28 Services continuously throughout the term of this Agreement Monday through

1 Friday during FRC operating hours or at dates and times convenient for  
2 PARTICIPANTS. CB shall provide short-term Family Advocacy/Case Management  
3 Support Services for a minimum of thirty (30) days or long-term Family  
4 Advocacy/Case Management Support services for a minimum of sixty (60) days for  
5 each PARTICIPANT.

6 5.3.4 CB shall primarily provide Family Advocacy/Case  
7 Management Support Services in family's home, at the FRC, or at other  
8 community locations as needed with advance written approval by ADMINISTRATOR.

9 ~~5.3.5 CB shall measure progress by ensuring PARTICIPANTS~~  
10 ~~complete a FaCT registration form, FaCT consent form, and FaCT approved~~  
11 ~~assessment tools.~~

12 ~~5.3.5 CB's Family Advocacy/Case Management Support services~~  
13 ~~shall address the following PSSF service categories: FP, FS, TLFR, and APS.~~

14 5.3.5 CB shall provide qualified, bilingual Family  
15 Advocate/Individual Case Manager Support Specialist staff as specified in  
16 Subparagraph 14.7 of this Exhibit.

17 5.4 Foster and Adoptive Parent Recruitment (CB):

18 5.4.1 The objective of Foster and Adoptive Parent Recruitment  
19 services is to increase foster/adoptive awareness to prospective caregivers.

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

26 5.4.3 CB shall distribute Foster and Adoptive Parent  
27 Recruitment flyers to a minimum of five hundred (500) unduplicated  
28 PARTICIPANTS annually.

1 5.4.4 Foster and Adoptive Parent Recruitment services shall be  
2 offered continuously throughout the term of this Agreement during FRC hours.  
3 Foster and Adoptive Parent Recruitment shall be offered at the FRC and other  
4 community locations as needed and approved by ADMINISTRATOR.

5 5.4.5 CB's Foster and Adoptive Parent Recruitment Services  
6 shall address only the following PSSF service category: APS

7 5.4.6 CB shall provide qualified Foster and Adoptive Parent  
8 Recruiter staff (e.g., Family Support Specialist) as specified in Subparagraph  
9 14.8 of this Exhibit.

10 5.5 FRC Comprehensive Case Management Team (WYS):

11 5.5.1 The objectives of FRC Case Management Team (CMT) services  
12 are as follows:

13 5.5.1.1 Increase collaboration among Contractor Partner  
14 Agencies to effectively coordinate services.

15 5.5.1.2 Improve resource linkages.

16 5.5.1.3 Improve individual and family functioning.

17 5.5.1.4 Decrease duplication of services.

18 5.5.1.5 Build the capacity of communities and FRC to  
19 address the needs of children and families.

20 5.5.2 The ~~Comprehensive Case Management Team~~ FRC CMT consists  
21 of an integrated multidisciplinary team comprised of three (3) or more persons  
22 trained and qualified to provide services. The ~~Comprehensive Case Management~~  
23 ~~Team~~ FRC CMT is responsible for identifying the educational, health, or social  
24 service needs of a child and child's family and for developing a plan to  
25 address these needs as identified in Welfare and Institutions Code (WIC)  
26 section 18986.40. Participants of the FRC CMT shall include all Contractor  
27 Partner Agencies and Non-FaCT Funded Partner Agency(ies) representatives that  
28 would benefit the family. In addition to the participation of the Contractor

1 Partner Agencies, local Miscellaneous Order Number 534.3 specifies that  
2 multidisciplinary services team composition include at least two (2) members  
3 from the following: Orange County Probation Department, Orange County Health  
4 Care Agency, Orange County Department of Education, Regional Center of Orange  
5 County, North Orange County Regional Occupational Program, and Orange County  
6 Social Services Agency.

7 ~~5.5.3 WYS shall provide Comprehensive Case Management Team~~  
8 ~~services for families with and/or caregivers of children ages birth to~~  
9 ~~eighteen (0-18) years, who are at risk of abuse or neglect. These include~~  
10 ~~low income, intact families, foster families, and/or families in the process~~  
11 ~~of reunification (hereinafter referred to as "PARTICIPANTS" for purposes of~~  
12 ~~Subparagraph 5.1).~~

13 5.5.3 WYS, in coordination with Contractor Partner Agencies,  
14 shall provide ~~Comprehensive Case Management Team~~ FRC CMT services for a  
15 minimum of seventy-five (75) unduplicated FAMILIES annually. ~~Comprehensive~~  
16 ~~Case Management Team services include, but are not limited to: identifying the~~  
17 ~~educational, health, or social service needs of a child, and child's family;~~  
18 ~~developing a plan to address these multiple needs in a coordinated and non-~~  
19 ~~duplicative fashion; weekly reviews; team assessment; arranging and~~  
20 ~~coordinating appropriate services; monitoring effectiveness of services with~~  
21 ~~the goals and objectives of client's individualized service plan; evaluating~~  
22 ~~the outcome of services; and assigned clinician/intern, in conjunction with~~  
23 ~~appropriate partners, will utilize clinical skills and knowledge of the~~  
24 ~~community in order to access resources that are best suited to client's needs.~~  
25 ~~Comprehensive Case Management Team~~ FRC CMT services shall include, are but not  
26 limited to, the following components:

27 5.5.3.1 Assessment: The FRC CMT Clinical Supervisor  
28 shall complete an ~~comprehensive~~ assessment of PARTICIPANTS' strengths and



1 needs, and community resources available to PARTICIPANT. ~~The FRC Coordinator~~  
2 ~~shall ensure the completion of a FaCT registration form, FaCT consent form,~~  
3 ~~and referral form.~~

4 5.5.3.2 Individualized Treatment Plan: On the basis of  
5 the assessment in 5.5.3.1 the FRC Coordinator, and ~~Comprehensive Case~~  
6 ~~Management Team~~ FRC CMT shall develop an individualized treatment plan with  
7 the PARTICIPANT that identifies priorities, desired outcomes, the strategies  
8 and resources to be used in attaining the outcomes, follow up, and  
9 termination.

10 5.5.3.3 Reassessment: The FRC CMT Clinical Supervisor  
11 shall reassess the PARTICIPANT's status, with input from Contractor Partner  
12 Agencies, in a weekly clinical review of cases. ~~Comprehensive Case Management~~  
13 ~~Team~~ FRC CMT meetings shall provide weekly evaluations and assessment for  
14 PARTICIPANTS.

15 5.5.3.4 Termination: The ~~Comprehensive Case Management~~  
16 ~~Team~~ FRC CMT Clinical Supervisor shall terminate the case from FRC CMT when  
17 the desired outcomes have been attained, the PARTICIPANT is non-compliant, or  
18 the PARTICIPANT withdraws.

19 5.5.4 WYS shall provide ~~Comprehensive Case Management Team~~ FRC  
20 CMT services on a weekly basis for a minimum of one (1) hour in duration,  
21 ~~Monday through Friday~~ during FRC operating hours, continuously throughout the  
22 term of this Agreement. ~~Comprehensive Case Management Team~~ FRC CMT meetings  
23 shall be scheduled a minimum of one (1) day per week for a minimum of one (1)  
24 hour in duration. ~~Comprehensive Case Management Team~~ FRC CMT Clinical  
25 Supervisor shall facilitate ~~Comprehensive Case Management Team~~ FRC CMT  
26 meetings.

27 ~~5.5.5 WYS shall provide Comprehensive Case Management Team~~  
28 ~~services at FRC locations.~~

1           5.5.5    WYS shall measure progress by ensuring PARTICIPANTS  
2 complete a ~~FaCT registration form and a FaCT consent form.~~ Additionally, WYS  
3 shall ~~complete the FaCT standardized Comprehensive Case Management Team~~  
4 ~~Tracking and Outcomes Log~~ the required forms referenced in Subparagraph 4.9  
5 and also the FRC CMT Tracking and Outcomes Log specified in Subparagraph 8.4

6           ~~5.5.6    WYS's Comprehensive Case Management Team services shall~~  
7 ~~address the following PSSF service categories: FP, FS, TLFR, and APS.~~

8           5.5.6    WYS shall provide qualified ~~Comprehensive Case Management~~  
9 ~~Team~~ FRC CMT Clinical Supervisor staff to facilitate ~~Comprehensive Case~~  
10 ~~Management Team~~ FRC CMT meetings as specified in Subparagraph 14.9 of this  
11 Exhibit.

12           5.6    Community Resource Information and Referral Services (WYS):

13           5.6.1    ~~WYS shall provide Community Resource Services to the~~  
14 ~~following: parents and/or caregivers and their children ages birth to eighteen~~  
15 ~~(0-18) years who are at risk of abuse or neglect; those who are low income or~~  
16 ~~dealing with poverty issues (hereinafter referred to as "PARTICIPANTS" for~~  
17 ~~purposes of Subparagraph 5.11)~~ The objective of Information and Referral  
18 Services is to increase access to community resources for families in need.

19           5.6.2    WYS shall provide ~~Community Resource~~ Information and  
20 Referral Services for a minimum of one thousand (1,000) unduplicated  
21 PARTICIPANTS annually. ~~Community Resource~~ Information and Referral Services  
22 shall include an assessment of need and referral to services including but not  
23 limited to the following: emergency housing, emergency food, family  
24 counseling, childcare, substance abuse counseling and treatment, parenting  
25 training, utility assistance, health and mental health treatment, education  
26 and job training, legal aid, youth academic and recreation services, and other  
27 services based on needs. The FRC shall be required to partner with other  
28 County and local community resource services agencies by receiving and

referring clients, which may include, but are not limited to local school districts and Community Engagement Advisory Committee (CEAC).

5.6.3 WYS shall provide ~~Community Resource Information and Referral~~ Services continuously throughout the term of this Agreement. Information and Referral Specialist shall be stationed at the FRC reception area as the first point of contact for walk-in and telephone/email inquiries during FRC operating hours. ~~FRC shall provide a phone messaging system to record messages during all other times.~~

~~5.6.4 WYS shall provide Community Resource Services at FRC locations.~~

~~5.6.4 WYS shall measure progress by completing FaCT assessment tools.~~

5.6.4 WYS' ~~Community Resource Services~~ shall address the following PSSF service categories: ~~FP, FS, TLFR, and APS.~~

5.6.5 WYS shall provide qualified, ~~bilingual Community Resource Information and Referral~~, staff as specified in Subparagraph 14.11 of this Exhibit.

5.7 Other Services - Life Skills Workshops (CB):

5.7.1 ~~CB, through a subcontract, shall provide Life Skills Workshop services to parents, foster parents, and caregivers of children ages birth to eighteen (0-18) years who are at risk for child abuse or neglect. Individuals may include: those who are low income; dealing with poverty issues, domestic violence, teen parent, receiving child welfare services including families in the process of reunification or COUNTY adoption process and/or those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS").~~ The objectives for Life Skills Workshops are as follows:

1 5.7.1.1 Improve self-esteem.

2 5.7.1.2 Increase coping skills.

3 5.7.1.3 Improve family bonding.

4 5.7.2 CB shall provide Life Skills Workshops services for a  
5 minimum of fifteen (15) unduplicated PARTICIPANTS annually. Life Skills  
6 Workshops topics shall include, but are not limited to, the following: self-  
7 esteem and character building, increasing coping skills and family coherence,  
8 family building and bonding, children and teen issues facing our youth, stress  
9 management, and impact of family trauma, child abuse and/or domestic violence.  
10 ~~Life Skills Workshops services shall be provided in a family friendly,~~  
11 ~~culturally responsive manner in English and Spanish as needed by PARTICIPANT.~~

12 5.7.3 CB shall provide a minimum of two (2) Life Skills  
13 Workshops annually during the term of this Agreement. Each workshop shall be  
14 a minimum of ninety (90) minutes in duration. CB shall offer Life Skills  
15 Workshops from ~~8:30 a.m. to 5:00 p.m., Monday through Friday,~~ during FRC hours  
16 of operation at dates and times convenient for PARTICIPANTS. CB may offer  
17 services at additional hours and days based on PARTICIPANT availability.

18 ~~5.7.4 CB, through a subcontract, shall provide Life Skills~~  
19 ~~Workshops services at the FRC, in PARTICIPANTS' schools, and/or other~~  
20 ~~community locations, to be approved in advance and in writing by~~  
21 ~~ADMINISTRATOR.~~

22 ~~5.7.4 CB, through a subcontract, shall measure progress by~~  
23 ~~ensuring PARTICIPANTS complete a group services sign in sheet and the FaCT~~  
24 ~~Standardized Group Services Tracking Log.~~

25 ~~5.7.4 CB's subcontracted Life Skills Workshops services shall~~  
26 ~~address the following PSSF service categories: FP, FS, TLFR, and APS.~~

27 5.7.4 CB shall provide Life Skills consultant staff who is able  
28 to address specific Life Skills Workshops topic areas. Life Skills Workshops

1 topics shall be approved in advance and in writing by ADMINISTRATOR.

2 5.8 Out-of-School-Time Youth Program (YMCA):

3 5.8.1 The objectives of Out-of-School Time Youth Program are as  
4 follows:

5 5.8.1.1 Increase social connection amongst peers.

6 5.8.1.2 Provide a safe place for school-aged children.

7 5.8.1.3 Increase enrichment opportunities to enhance  
8 academic achievement and healthy social behavior.

9 5.8.2 YMCA shall provide Out-of-School-Time Youth Program  
10 services for a minimum of forty (40) unduplicated PARTICIPANTS annually. Out-  
11 of-School-Time Youth Program will provide PARTICIPANTS with a safe and  
12 nurturing place during after school and non-school hours. YMCA shall utilize  
13 the Anaheim Achieves afterschool model to provide opportunities to  
14 PARTICIPANTS in research-based youth development activities that  
15 utilize/integrate community strengths and develop internal interests such as  
16 special interest clubs, service learning projects, and fitness activities.  
17 Out-of-School-Time Youth Program shall offer speakers, special presentations,  
18 and performances by volunteers. Activities may include, but are not limited  
19 to: Anaheim Achieves Annual Showcase, exhibits by community organizations,  
20 Annual Kids Challenge (academic decathlon), and Annual Anaheim Achieves Film  
21 Festival.

22 5.8.3 YMCA shall provide qualified Out-of-School-Time Youth  
23 Leader staff as specified in Subparagraph 14.12 of this Exhibit.

24 5.9 Parenting Education (WYS):

25 ~~5.9.1 WYS shall provide Parenting Education services to~~  
26 ~~parents, foster parents and/or caregivers of children ages birth to eighteen~~  
27 ~~(0-18) years who are at risk abuse or neglect. Parents may include: those who~~  
28 ~~are low-income; coming from intact families; dealing with poverty issues,~~

1 ~~child abuse, domestic violence, teen parent, adoption; individuals in the~~  
 2 ~~process of reunifications; those who may be experiencing a crisis due to~~  
 3 ~~interpersonal conflicts, difficult parenting issues, challenging child needs,~~  
 4 ~~and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes~~  
 5 ~~of Subparagraph 5.6) The objectives for Parent Education are as follows:~~

6 5.9.1.1 Increase social support.

7 5.9.1.2 Enhance coping skills.

8 5.9.1.3 Improve knowledge of child development.

9 5.9.1.4 Improve knowledge of appropriate and effective  
 10 discipline.

11 5.9.2 WYS shall provide Parenting Education services for a  
 12 minimum of sixty (60) unduplicated PARTICIPANTS annually. Parenting Education  
 13 services shall utilize Love and Logic and Systematic Training for Effective  
 14 Parenting evidence-based model to address responsibilities of being a parent,  
 15 provide psychologically-based behavioral principles, the importance of  
 16 appropriate discipline and support, teaching appropriate self-control and  
 17 emotional regulation, importance of attachment and bonding from an early age,  
 18 difficulties inherent in co-parenting, teaching child development, open and  
 19 honest communication, praise and acknowledgement, and disrupting the cycle of  
 20 inappropriate parenting, and replacing with healthier and supportive  
 21 parenting. ~~improve parenting skills; family functioning by teaching~~  
 22 ~~parents/caregivers about child development (e.g., developmental expectations);~~  
 23 ~~behavior management (e.g., discipline techniques); and coping skills (e.g.,~~  
 24 ~~communication and stress management). Parenting Education topics shall~~  
 25 ~~include, but not be limited to the following: "Active Parent Curriculum";~~  
 26 ~~"Straight Talk Curriculum"; "Common Sense Parenting Education";~~  
 27 ~~psychologically based behavior principles; consequences; emotional reality;~~  
 28 ~~proactive in planning child's growth process; model appropriate behaviors;~~

1 ~~limit setting; boundaries; attachment; bonding and traumatic loss based on~~  
2 ~~“Love and Logic” curriculum; child development expectations and milestones;~~  
3 ~~behavioral management; effective praise; prevention; safety issues; corrective~~  
4 ~~teaching when child makes mistakes; coping skills; self-control during stress;~~  
5 ~~decision making process; alcohol and substance abuse awareness; self-esteem;~~  
6 ~~parent roles in public education; child nurturance; and communication with~~  
7 ~~adolescents on sex, drugs, gangs, health, nutrition, and responsible behavior.~~  
8 ~~Parenting Education services shall be provided in a family friendly,~~  
9 ~~culturally responsive manner in English and Spanish as needed by PARTICIPANT.~~

10 5.9.3 WYS shall provide a minimum of six (6) Parenting  
11 Education series comprised of six (6) weekly sessions. Each session shall be  
12 a minimum of one (1) hour in duration and have a minimum of ten (10)  
13 PARTICIPANTS.

14 5.9.4 WYS shall provide Parenting Education continuously during  
15 the term of this Agreement or at dates and times convenient for PARTICIPANTS.

16 5.9.5 ~~WYS shall provide Parenting Education services at the FRC~~  
17 ~~and/or at other community locations, to be approved in advance and in writing~~  
18 ~~by ADMINISTRATOR. WYS shall ensure completion of required paperwork when~~  
19 ~~providing parenting education to PARTICIPANTS receiving child welfare~~  
20 ~~services, including, but not limited to, verification of attendance, issuance~~  
21 ~~of certificates of completion, and verbal and/or written reports to COUNTY~~  
22 ~~Social Workers.~~

23 ~~5.9.6 WYS shall measure progress by ensuring PARTICIPANTS~~  
24 ~~complete a FaCT registration form and FaCT approved assessment tools.~~

25 ~~5.9.6 WYS's Parenting Education services shall address the~~  
26 ~~following PSSF service categories: FP and FS.~~

27 5.9.6 WYS shall provide qualified bilingual Parenting Educator  
28 staff as specified in Subparagraph 14.13 of this Exhibit.

1                    5.10 Parenting Education TLFR:

2                    5.9.7        ~~WYS shall provide Parenting Education TLFR services to~~  
3 ~~parents including caregivers of children ages birth to eighteen (0-18) years~~  
4 ~~who are in the process of family reunification. TLFR parents may include:~~  
5 ~~those who are low income; dealing with poverty issues, domestic violence, teen~~  
6 ~~parent; those who may be experiencing a crisis due to interpersonal conflicts,~~  
7 ~~difficult parenting issues, challenging child needs, and/or traumatic loss~~  
8 ~~(hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.7).~~

9                    5.9.8        ~~WYS shall provide Parenting Education TLFR services for a~~  
10 ~~minimum of six (6) unduplicated PARTICIPANTS. Parenting Education TLFR~~  
11 ~~services shall emphasize prevention of recurrence of maltreatment. Parenting~~  
12 ~~Education TLFR topics shall include, but not be limited to the following:~~  
13 ~~address parent responsibilities; provide psychologically based behavior~~  
14 ~~principles; stress importance of appropriate discipline and support; self-~~  
15 ~~control; emotional regulation; attachment and bonding from birth throughout~~  
16 ~~childhood; difficulties inherent throughout childhood; open and honest~~  
17 ~~communication; praise and acknowledgement; disruptive cycles of inappropriate~~  
18 ~~parenting; healthy and supportive parenting; monitor attendance and~~  
19 ~~participation; written report to County social workers; FaCT Assessment and~~  
20 ~~Treatment Plan (A&TP), a County issued standard form; and required termination~~  
21 ~~reports with the number of sessions PARTICIPANT attended. Parenting Education~~  
22 ~~TLFR services shall be provided in a family friendly, culturally responsive~~  
23 ~~manner in English and Spanish as needed by PARTICIPANT.~~

24                    5.9.9        ~~WYS shall provide a minimum of one (1) Parenting~~  
25 ~~Education TLFR series comprised of a minimum of four (4) weekly classes.~~  
26 ~~Parenting Education TLFR services shall be offered during the term of this~~  
27 ~~Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and~~  
28 ~~times convenient for PARTICIPANTS. WYS shall offer Parenting Education TLFR~~



1 ~~services at additional times based on PARTICIPANT availability.~~

2 ~~5.9.10 WYS shall provide Parenting Education TLFR services at~~  
3 ~~the FRC and/or at other community locations, to be approved in advance and in~~  
4 ~~writing by ADMINISTRATOR.~~

5 ~~5.9.11 WYS shall measure progress by ensuring PARTICIPANTS~~  
6 ~~complete a FACT registration form and FACT approved assessment tools.~~

7 ~~5.9.12 WYS's Parenting Education TLFR services shall address the~~  
8 ~~following PSSF service categories: TLFR.~~

9 ~~5.9.13 WYS shall provide qualified Parenting Education staff as~~  
10 ~~specified in Subparagraph 11.5 of this Exhibit.~~

11 ~~5.10 Parenting Education Workshops APS:~~

12 ~~5.9.14 WYS shall provide Parenting Education Workshop APS~~  
13 ~~services to parents including caregivers of children ages birth to eighteen~~  
14 ~~(0-18) years who are at risk for child abuse or neglect. Parents may include:~~  
15 ~~those who are low income; dealing with poverty issues, domestic violence, teen~~  
16 ~~parent, those experiencing crisis due to interpersonal conflicts, difficult~~  
17 ~~parenting issues; challenging child needs and/or traumatic loss; those in the~~  
18 ~~COUNTY adoption process (hereinafter referred to as "PARTICIPANTS" for~~  
19 ~~purposes of Subparagraph 5.8).~~

20 ~~5.9.15 WYS shall provide Parenting Education Workshop APS~~  
21 ~~services for a minimum of twelve (12) unduplicated PARTICIPANTS. Parenting~~  
22 ~~Education Workshop APS services shall address attachment, bonding, and~~  
23 ~~traumatic loss issues. Parenting Education Workshop APS topics shall include,~~  
24 ~~but not be limited to, the following: address parent responsibilities; provide~~  
25 ~~psychologically based behavior principles; stress importance of appropriate~~  
26 ~~discipline and support; self control; emotional regulation; attachment and~~  
27 ~~bonding from birth throughout childhood; difficulties inherent throughout~~  
28 ~~childhood; open and honest communication; praise and acknowledgement;~~

1 ~~disruptive cycles of inappropriate parenting; healthy and supportive~~  
 2 ~~parenting. Parenting Education Workshop APS services shall be provided in a~~  
 3 ~~family friendly, culturally responsive manner in English and Spanish as needed~~  
 4 ~~by PARTICIPANT.~~

5 5.9.16 ~~WYS shall provide a minimum of two (2) Parenting~~  
 6 ~~Education Workshop APS workshops, for a minimum of three (3) hours in duration~~  
 7 ~~during the term of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through~~  
 8 ~~Friday, at dates and times convenient for PARTICIPANTS. Parenting Education~~  
 9 ~~Workshop APS services shall be offered at additional times based on~~  
 10 ~~PARTICIPANT availability.~~

11 5.9.17 ~~WYS shall provide Parenting Education Workshop APS~~  
 12 ~~services at the FRC and/or at other community locations, to be approved in~~  
 13 ~~advance and in writing by ADMINISTRATOR.~~

14 5.9.18 ~~WYS shall measure progress by ensuring PARTICIPANTS~~  
 15 ~~complete a FACT registration form and FACT approved assessment tools.~~

16 5.9.19 ~~WYS's Parenting Education Workshop APS services shall~~  
 17 ~~address the following PSSF service categories: APS.~~

18 5.9.20 ~~WYS shall provide qualified Parenting Educator staff as~~  
 19 ~~specified in Subparagraph 11.5 of this Exhibit.~~

20 5.10 Personal Empowerment Program (Certified Domestic Violence  
 21 Prevention and Treatment Education Program) - General and Time-Limited Family  
 22 Reunification Participants (IH):

23 5.10.1 ~~Interval House (IH) shall provide Personal Empowerment~~  
 24 ~~Program services to parents and/or caregivers of children ages birth through~~  
 25 ~~eighteen (0-18) years who are at risk of child abuse or neglect. Individuals~~  
 26 ~~may include: those who are low income or dealing with poverty issues; child~~  
 27 ~~abuse, domestic violence; individuals in the COUNTY adoption process; or those~~  
 28 ~~who may be experiencing crisis due to interpersonal conflicts, difficult~~

parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.9). The objectives of Personal Empowerment Program (PEP) are as follows:

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

5.10.1.2 Develop or enhance safety plan for domestic violence victims.

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

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

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

5.10.2 IH shall provide Personal Empowerment Program (PEP) services for a minimum of forty (40) unduplicated PARTICIPANTS annually. PEP series is comprised of a ten (10) week educational support program designed to help battered victims break the cycle of domestic violence through education on the dynamics of domestic violence, effects of violence on victims and their children, and to help battered victims protect children who live in domestic violence homes. PEP topics shall include, but are not limited to: safety planning, boundaries, anger management, legal aspects of domestic violence, working through denial, and maintaining healthy relationships. PEP services shall target the general community as well as COUNTY's TLFR population. PEP services shall be provided in a family friendly, culturally responsive manner in English and Spanish as needed by PARTICIPANT.

5.10.3 IH shall provide PEP groups continuously throughout the term of this Agreement. Each PEP group shall be a minimum of ninety (90)

minutes in duration. IH shall provide PEP services during FRC operating hours or at dates and times convenient for PARTICIPANTS.

~~5.10.4 IH shall provide PEP services at the FRC and/or at other community locations, to be approved in advance and in writing by ADMINISTRATOR. When providing PEP services to COUNTY's TLFR population, IH shall also be required to include, but not be limited to, verification of attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY Social Workers.~~

~~5.10.5 IH shall measure progress by ensuring PARTICIPANTS complete FACT assessment tools.~~

~~5.10.5 IH's Personal Empowerment Program services shall address the following PSSF service categories: FP, FS and APS.~~

5.10.5 IH shall provide qualified, bilingual PEP Instructor staff as specified in Subparagraph 14.14 of this Exhibit. During the entire term of this Agreement, PEP providers must be approved by the PEP Program Collaborative of Orange County.

5.11 Personal Empowerment Program TLFR:

~~5.10.6 IH shall provide Personal Empowerment Program TLFR services to parents and/or caregivers of children ages birth through eighteen (0-18) years who are at risk of abuse or neglect. TLFR individuals may include: those who are low-income or dealing with poverty issues; child abuse, domestic violence; individuals in the COUNTY adoption and/or family reunification process; or those experiencing crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.10).~~

~~5.10.7 IH shall provide Personal Empowerment Program TLFR services for a minimum of five (5) unduplicated PARTICIPANTS. Personal~~

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

13 ~~5.10.8 IH shall provide Personal Empowerment Program TLFR during~~  
14 ~~the term of this Agreement. Each Personal Empowerment Program TLFR class~~  
15 ~~shall be a minimum of two (2) hours in duration. IH shall provide Personal~~  
16 ~~Empowerment Program TLFR services from 8:30 a.m. to 5:00 p.m., Monday through~~  
17 ~~Friday, at dates and times convenient for PARTICIPANTS. Personal Empowerment~~  
18 ~~Program TLFR services shall be offered at additional times based on~~  
19 ~~PARTICIPANT availability.~~

20 ~~5.10.9 IH shall provide Personal Empowerment Program TLFR~~  
21 ~~services at the FRC and/or at other community locations, to be approved in~~  
22 ~~advance and in writing by ADMINISTRATOR.~~

23 ~~5.10.10 IH shall measure progress by ensuring PARTICIPANTS~~  
24 ~~complete FaCT assessment tools.~~

25 ~~5.10.11 IH's Personal Empowerment Program TLFR services shall~~  
26 ~~address the following PSSF service categories: TLFR.~~

27 ~~5.10.12 IH shall provide qualified Personal Empowerment Program~~  
28 ~~Instructor staff as specified in Subparagraph 11.9 of this Exhibit.~~

5.11 Time-Limited Family Reunification Family Fun Activities (YMCA):

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

5.11.1.1 Increase parent-child bonding.

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

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

5.11.3 YMCA shall provide TLFR Family Fun Activities services for a minimum of ten (10) unduplicated families annually. TLFR Family Fun Activities shall include supervised and organized activities and events for children of parents and/or caregivers in the reunification process. In the event a parent is participating in monitored/supervised visitation while simultaneously participating in a Family Fun Activity, the SSA approved monitor or supervised visitation specialist must be present during the entire length of the Family Fun Activity.

5.11.4 YMCA shall provide a minimum of four (4) TLFR Family Fun Activities (events) annually. Events may include, but are not limited to, the following: Fall Festival, Thanksgiving Feast, Holiday Performance, Science Fair, March Madness Olympics, and Spring Family Picnic.

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

5.11.6 YMCA shall provide qualified TLFR Family Fun Activities Leader staff as referenced in Subparagraph 14.18 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.~~

6.1.3 ~~CONTRACTOR shall~~ 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 lead agent, ongoing community input and involvement, principles of collaboration, and voting quorum (including what constitutes a quorum).

~~6.1.4 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, identification of Best Practices, development of common approaches to case management and intake, training, and other related matters. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding meeting date(s) and location(s).~~

6.1.4 ~~CONTRACTOR shall~~ Develop a Community Engagement Advisory Committee (CEAC) that shall meet a minimum of quarterly during the term of

1 this Agreement. ~~CEAC shall develop and advance a community agenda to affect~~  
 2 ~~community level change.~~ The FRC will maintain a roster and a copy of minutes  
 3 for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary,  
 4 depending on the specific goals of, and the services to be provided by the  
 5 FRC. The CEAC shall consist of community members such as parents, youths,  
 6 teachers, school community liaisons, businesses professionals, religious  
 7 community leaders, law enforcement, human and health service professionals,  
 8 and city representatives. On an annual basis, CEAC shall assess, survey, and  
 9 identify community strengths and needs to advocate for FRC services to meet  
 10 community needs ~~on an annual basis~~; develop parent and youth leadership; and  
 11 engage ~~business~~ community to provide tangible support and leadership. ~~The FRC~~  
 12 ~~shall provide staff and volunteer coordination to develop and support CEAC~~  
 13 shall enlist broad community support and advocacy for the FRC by fundraising  
 14 for the FRC and hosting events. A minimum of one thousand dollars (\$1,000)  
 15 shall be allocated to the CEAC within the FRC budget for the purposes of its  
 16 members to use for planning events, and other activities as deemed necessary  
 17 by the CEAC committee. CB shall provide qualified Community Engagement  
 18 Volunteer Coordinator staff as specified in Subparagraph 14.5 of this Exhibit.

19 ~~6.1.5 Appropriate CONTRACTOR staff shall participate in all~~  
 20 ~~required training identified by ADMINISTRATOR, including, but not limited to,~~  
 21 ~~management information system, FRC Program Coordinator's role in the FRC, and~~  
 22 ~~other FRC responsibilities and activities. ADMINISTRATOR will provide~~  
 23 ~~CONTRACTOR with detailed information regarding meeting date(s) and~~  
 24 ~~location(s).~~

25 6.1.5 CONTRACTOR shall Follow procedures provided by  
 26 ADMINISTRATOR's established for reporting any special incidents that occur  
 27 during CONTRACTOR's performance of duties under this Agreement, involving  
 28 CONTRACTOR's staff, participants, and/or property.



1           6.2 CB shall provide a minimum of four hundred sixteen (416) hours  
2 annually to childcare services at FRC to children of parents attending FRC  
3 programs during FRC operating hours, continuously throughout the term of this  
4 Agreement, at dates and times convenient for PARTICIPANTS. Allowable costs  
5 include direct childcare services and purchases of cleaning supplies, snacks  
6 directly related to childcare services, activities, age appropriate toys,  
7 crafts, and games. Childcare services shall be reimbursed based on actual  
8 hours worked. CB shall provide qualified Childcare Worker staff as specified  
9 in Subparagraph 14.3 of this Exhibit.

10           6.3 CONTRACTOR shall use Emergency Assistance Funds to meet the basic  
11 needs of clients in support of services as described herein. Allowable costs  
12 include emergency food, emergency clothing, diapers, medicine, bus tickets to  
13 access services, safety items, one-time rent payment assistance, and one-time  
14 utility payment assistance. Other allowable costs are to be approved in  
15 advance and in writing by ADMINISTRATOR. All purchases from FRC Emergency  
16 Assistance Funds in excess of one hundred (\$100) dollars per client shall be  
17 requested in advance and in writing for approval by ADMINISTRATOR. CONTRACTOR  
18 shall research available community resource options prior to approving  
19 expenditures.

20       7.    FACILITIES

21           7.1 Family Oasis Family Resource Center is located at:

22                   131 West Midway Drive  
23                   Anaheim, CA 92805-6507

24           7.2 Administrative services under this Agreement shall be provided at  
25 Family Oasis Family Resource Center and:

26                   Children's Bureau of Southern California  
27                   50 South Anaheim Blvd. Suite #241  
28                   Anaheim, CA 92805-2900

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

4 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

5 8.1 CONTRACTOR shall electronically track the type and amount of  
6 services provided to each PARTICIPANT by Contractor Partner Agencies and a  
7 minimum of two (2) required Non-FaCT Funded Partner Agency(ies). The FRC  
8 Designated Lead Agency shall maintain data that includes the types and amounts  
9 of services provided to each PARTICIPANT, assessment data, key demographic  
10 items including but not limited to: family identifier, family member  
11 identifier, ethnicity, date of birth, sex, referral reason(s), services  
12 recommended, services provided, date service delivery begins, date service  
13 delivery ends, status indicators [e.g., previous abuse reports, existing  
14 health problems], and primary language spoken as determined by ADMINISTRATOR.

15 8.2 FaCT utilizes a model developed by the Center for the Study of  
16 Social Policy called "Strengthening Families" to frame outcomes and evaluation  
17 data. This model, which has been identified as preventing child abuse and  
18 neglect identified the following five (5) protective factors.

- 19 8.2.1 Provide concrete support in times of need,
- 20 8.2.2 Increase parental resilience,
- 21 8.2.3 Increase knowledge of parenting and child development,
- 22 8.2.4 Support the social and emotional competence of children,

23 and

- 24 8.2.5 Build parents' social connections.

25 Services provided at the FRC fall under one or more of the protective  
26 factors. FaCT core services have their own measurement tool that shall be  
27 administered and used to collect data and entered into the FaCT database. The  
28 current FaCT database system is a Web-based client management system, managed

by FaCT and its administrative contractor, which provides contractual and outcome based reporting for each FRC. FRCs shall work closely with ADMINISTRATOR to maximize utility and adhere to confidentiality within the data system. FaCT shall provide technical assistance and training to the FRCs to ensure strong data collection and outcome reporting.

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

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

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

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

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

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

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

Core Service	Required Assessment Tool(s)
FRC CMT	FRC CMT Tracking & Outcomes Log
Information & Referral Services	Information & Referral Tracking Log
Family Support Services	Family Development Matrix
Counseling Services	Protective Factors Counseling Survey
Parenting Education	Protective Factors Parenting Survey

Personal Empowerment Program	PEP Pre/Post Test
Out-of-School-Time Youth Program	To be determined (TBD)
TLFR Family Fun Activities	TBD
Foster & Adoptive Parent Recruitment	Large Group Tracking Log

8.5 The FRC Coordinator is responsible for ensuring data integrity and accurate data collection. FRC Coordinator shall also ensure that the data is entered correctly into the FaCT data system and within timelines required by ADMINISTRATOR. Contractor Partner Agencies are responsible for their own staff 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 (20<sup>th</sup>) day of each month for the preceding month of services. In the event the twentieth (20<sup>th</sup>) 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 for each PARTICIPANT to ADMINISTRATOR. ~~FaCT Program Coordinator including, but not limited to, the following information:~~

9.2 ~~Family identifier;~~

9.3 ~~Family member identifier;~~

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- 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 outcome measures as identified in Paragraph 2 of this Exhibit; and,~~
- 9.15 ~~PSSF service categories as identified in Paragraph 2 of this Exhibit.~~
- 9.16 ~~Reports shall be prepared in a format approved in writing by ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and Social Services Agency (SSA) Contract Administrator by the twentieth (20th) day of each month for the preceding month of services.~~
- 9.17 ~~CONTRACTOR shall complete registration forms and attendance sheets for every service delivered to participant(s) unless specifically exempted by ADMINISTRATOR.~~
- 9.18 ~~CONTRACTOR shall complete the FaCT standardized Marketing Outreach Log and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days following the end of each quarter.~~
- 9.19 ~~CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any state-required reports related to the services provided under this Agreement.~~

10. UTILIZATION REVIEW

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

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

11. SUSTAINABILITY

11.1 CONTRACTOR agrees to demonstrate, ~~now and in the future~~ throughout the term of this Agreement, the ability to integrate multiple public, private, and collaborative partner funding sources ~~resource leveraging and in-kind partnerships and/or grants based on service gaps and identified needs, specific to the community.~~

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

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

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

11.3.2 Training programs developed by or for FaCT;

11.3.3 Outreach activities initiated by FaCT staff or FaCT

1 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR:

2 11.3.4 Research of other public/private funding sources and  
3 opportunities;

4 11.3.5 Pursuit of linkages with other partners, as appropriate;  
5 and,

6 11.3.6 Development of marketing and community education  
7 materials as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

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

13 11.5 ~~CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain~~  
14 ~~CONTRACTOR's FaCT collaborative program by including written progress reports~~  
15 ~~in FaCT measurement tool(s) reports.~~

16 12. MEETINGS AND TRAININGS:

17 12.1 CONTRACTOR shall ensure the FRC Coordinator participates in  
18 meetings of all FaCT FRC Coordinators for the purpose of information sharing,  
19 joint problem solving, identification of Best Practices, development of common  
20 approaches to case management and intake, training, and other related matters.  
21 Meetings will occur a minimum of one per month. ADMINISTRATOR will provide  
22 CONTRACTOR with detailed information regarding meeting date(s) and  
23 location(s).

24 12.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates  
25 in all required trainings and/or meetings as identified by ADMINISTRATOR.  
26 ADMINISTRATOR will provide CONTRACTOR with detailed information regarding  
27 training/meeting date(s) and location(s).

28 12.3 Trainings eligible for reimbursement through this Agreement must

1 be approved in advance, in writing, by ADMINISTRATOR.

2 12.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings  
3 presented or sponsored by COUNTY.

4 13. BUDGET

5 13.1 For each of the five (5) COUNTY fiscal years (July 1 through June  
6 30) included during the term of this Agreement, the maximum annual budget for  
7 services provided pursuant to Exhibit A of this Agreement shall not exceed  
8 \$300,000.

9 13.2 The ADMINISTRATOR and CONTRACTOR may agree, subject to advance  
10 written notice, to add, delete, modify, line item and/or amounts, and/or the  
11 number and type of FTE positions, specified in the annual budget included in  
12 Subparagraph 13.11, without reducing the level of services to be provided or  
13 exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this  
14 Agreement.

15 13.3 For the purpose of meeting specific program needs, CONTRACTOR may  
16 request to reallocate funds between budgeted line items by utilizing a Budget  
17 Modification Request form provided by ADMINISTRATOR, which shall include a  
18 justification narrative specifying the purpose of the request, the amount of  
19 said funds to be reallocated, and the sustaining annual impact as applicable  
20 to the current and subsequent fiscal years. CONTRACTOR shall obtain advance  
21 written approval from ADMINISTRATOR for any Budget Modification Request prior  
22 to implementation. Failure to obtain advance written notice approval for any  
23 proposed Budget Modification Request may result in disallowance of  
24 reimbursement for those costs.

25 13.4 In the event the budget shown in Subparagraph 13.9 is modified,  
26 the modified budget shall remain in effect for the remainder of the contract  
27 term, unless superseded by subsequent budget modification(s) that have been  
28 approved in writing by ADMINISTRATOR. For example, if Budget Modification #1



1 is approved on March 15, 2016, the modified budget will remain in effect until  
2 Budget Modification #2 is requested and approved in writing. The annual  
3 budget beginning on July 1<sup>st</sup> of each fiscal year shall be identical to the  
4 most recently modified annual budget. Under no circumstances shall funds  
5 unspent in one fiscal year carry over to another fiscal year.

6 13.5 It is anticipated multiple budget modifications will occur during  
7 the term of this Agreement. When appropriate, CONTRACTOR will delay submitting  
8 a Budget Modification Request until multiple changes can be incorporated into  
9 a single Budget Modification Request versus submitting several Budget  
10 Modification Requests that include a single line item change.

11 13.6 For purposes of this Agreement, Direct Services Expense is defined  
12 as a non-administrative expense required to provide goods or services for the  
13 direct benefit of PARTICIPANTS. Examples include, but are not limited to:  
14 parent education handbooks, chore charts, art materials, water and snacks for  
15 PARTICIPANT consumption, incentives for clients to attend events, etc.

16 13.7 For purposes of this Agreement, Program Expense is defined as an  
17 administrative expense required for overall service delivery rather than an  
18 expense benefitting an individual PARTICIPANT. Examples include, but are not  
19 limited to: marketing materials, display boards, educational DVDs and video  
20 equipment to broadcast, parent education curriculums, educational  
21 books/reference material to be used by CONTRACTOR's staff, furniture,  
22 volunteer staff recognition events, etc. Program Expense is administrative in  
23 nature.

24 13.8 Budget Modification Requests will be considered for approval when  
25 such requests are to reallocate funds within a similar category such as  
26 reallocating unused funds from a direct service salary position to a new  
27 direct participant service (i.e., Life Skills Workshop) or reallocating unused  
28 Office Supply funds to increase an Insurance line item. Funds may not shift

from a direct service line item to an administrative line item.

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

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

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

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

13.10.2 Any CONTRACTOR receiving more than fifty-one percent (51%) of the total FRC collaborative budget must provide a proportional share of the total FRC collaborative services (i.e., provides at least fifty-one percent (51%) of the services).

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

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

LINE ITEMS:

<u>SALARIES</u>	<u>FTE</u> <sup>(1)</sup>	<u>Hourly Maximum Rate</u> <sup>(2)</sup>	<u>Budget</u>
<u>Children's Bureau of Southern California (CB)</u>			
Childcare Worker (Service 6.2)	0.20	\$12.00	\$ 4,992
Community Engagement Volunteer Coordinator (Service 6.1.4)	0.50	20.85	17,680
Family Support Specialist (Services 5.3 and 5.4)	1.00	19.55	35,360
FRC Coordinator (Admin.)	1.00	31.85	59,800
Program Manager (Admin.)	0.041	44.70	<u>6,578</u>

1	SUBTOTAL CB SALARIES:			\$124,410
2	CB Benefits (28%) <sup>(3 and 5)</sup>			<u>34,834</u>
3	SUBTOTAL CB SALARIES AND BENEFITS:			\$159,244
4	<u>Anaheim Family Young Men's Christian Association (YMCA)</u>			
5	OST Youth Leader (Service 5.8)	0.04	\$23.00	\$ 1,603
6	TLFR Family Fun Activities Leader (Service 5.11)	0.01	23.00	<u>401</u>
7	SUBTOTAL YMCA SALARIES:			\$ 2,004
8	YMCA Benefits (22.07%) <sup>(3 and 4)</sup>			<u>527</u>
9	SUBTOTAL YMCA SALARIES:			\$ 2,531
10	<u>Interval House (IH)</u>			
11	PEP Instructor (Service 5.10)	0.225	\$22.75	\$ <u>8,424</u>
12	SUBTOTAL IH SALARIES:			\$ 8,424
13	IH Benefits (20.99%) <sup>(3 and 5)</sup>			<u>1,769</u>
14	SUBTOTAL IH SALARIES AND BENEFITS:			\$ 10,193
15	<u>Western Youth Services (WYS)</u>			
16	Clinical Supervisor (Service 5.1)	0.05	\$34.85	\$ 3,624
17	Counselor (Service 5.2)	0.50	26.44	27,497
18	FRC CMT Clinical Supervisor (Service 5.5)	0.10	34.85	7,249
19	Information & Referral Specialist (Service 5.6)	1.00	13.35	27,770
20	Parenting Educator (Service 5.9)	0.0375	26.44	2,062
21	Program Director (Admin.)	0.013	34.85	<u>906</u>
22	SUBTOTAL WYS SALARIES:			\$ 69,108
23	WYS Benefits (21.001%) <sup>(3 and 5)</sup>			<u>14,513</u>
24	SUBTOTAL WYS SALARIES AND BENEFITS:			\$ 83,621
25	SUBTOTAL ALL SALARIES AND BENEFITS:			\$255,589
26	<u>PARTICIPANT RELATED SERVICES AND EXPENSES</u>			
27	CB CEAC (Service 6.1.4)			\$ 1,000
28	CB Direct Service Expense			1,600
29	CB Emergency Assistance Fund (Service 6.3)			1,000
30	CB Life Skills Workshop (Service 5.7)			1,000
31	YMCA Direct Service Expense			1,469
32	IH Direct Service Expense			2,807
33	WYS Direct Service Expense			<u>600</u>
34	SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES			\$ 9,476
35	<u>ADMINISTRATIVE SERVICES AND SUPPLIES <sup>(6)</sup></u>			
36	<u>SERVICES:</u>			
37	WYS Independent Audit/Insurance			\$ 555
38	<u>SUPPLIES:</u>			
39	CB Office Supplies			1,000
40	CB Postage			200
41	CB Program Expense/Set-Up Costs			1,350
42	CB Printing/Marketing Materials (Service 5.4)			50

1	WYS Office Supplies	300
	SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES	\$ 3,455
2	<u>OPERATING EXPENSES<sup>(6)</sup></u>	
3	CB Equipment Purchase/Lease/Maintenance	\$ 4,058
4	CB Mileage <sup>(7)</sup>	1,800
5	CB Staff Training	300
6	CB Telephone/Internet	3,500
7	WYS Mileage <sup>(7)</sup>	300
8	WYS Staff Training	150
9	SUBTOTAL OPERATING EXPENSES	\$ 10,108
10	<u>Indirect Cost<sup>(6)</sup></u>	
11	CB Indirect Cost	\$ 12,819
12	WYS Indirect Cost	8,553
13	SUBTOTAL INDIRECT COST	\$ 21,372
14	SUBTOTAL ALL SALARIES, BENEFITS, PARTICIPANT RELATED SERVICES	\$300,000
15	AND SUPPLIES, ADMINISTRATIVE SERVICES AND SUPPLIES, OPERATING	
16	EXPENSES, AND INDIRECT COST	
17	<b>MAXIMUM COUNTY OBLIGATION</b>	<b>\$300,000</b>

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

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

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

1 overall benefit rate shall not exceed twenty-eight percent (28%) of actual  
2 salary expense claimed. YMCA's overall benefit rate shall not exceed twenty-  
3 two percent (22%) of actual salary expense claimed. IH overall benefit rate  
4 shall not exceed twenty-one percent (21%) of actual salary expense claimed.  
5 WYS' overall benefit rate shall not exceed twenty-one percent (21%) of actual  
6 salary expense claimed.

7 <sup>(4)</sup> Option One: The Salary and Benefit Worksheet submitted as part of  
8 the monthly invoice packet will include an amount contributed to Contractor's  
9 liability account established specifically for the purpose of funding  
10 vacation/sick time accrual payouts. Actual vacation/sick time expenses will  
11 be paid from the aforementioned liability account and will not be claimed  
12 through the Agreement.

13 <sup>(5)</sup> Option Two: Actual expenses for a vacation/sick time accrual, paid  
14 to an employee upon separation in accordance with Contractor's established  
15 policy, will be included as an itemized amount on the Salary and Benefit  
16 Worksheet submitted as part of Contractor's monthly invoice packet. The  
17 expense shall be limited to the amount of vacation/sick time earned by the  
18 employee during the County fiscal year in which the claim is made, minus any  
19 vacation/sick time the employee used during the same fiscal year. For  
20 example, if an employee separates on February 15, 2016, the vacation/sick time  
21 accrual amount eligible for reimbursement through the Agreement shall be based  
22 upon the period of July 1, 2015 through February 15, 2016 only.

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

27 <sup>(7)</sup> Mileage is limited to the amount allowed by Internal Revenue Service.  
28 ~~Travel costs will be in accordance with Title 41 CFR Chapter 301, Federal~~

1 ~~Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must be~~  
2 ~~approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for~~  
3 ~~actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter~~  
4 ~~301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid~~  
5 ~~to employees for meals and incidental expenses incurred during travel up to~~  
6 ~~the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.~~

7 ~~(8) WYS shall provide a minimum of four thousand one hundred forty-four~~  
8 ~~(\$4,144) dollars, to the provision of childcare services throughout the term~~  
9 ~~of this Agreement. Childcare allowable costs shall include direct childcare~~  
10 ~~and purchase of supplies and snacks directly related to childcare services;~~  
11 ~~activities and educational games; and set up and clean up of childcare space.~~  
12 ~~All purchases related for childcare supplies must be requested in advance and~~  
13 ~~in writing for approval by ADMINISTRATOR. CB's Family Support Specialist staff~~  
14 ~~to provide Foster and Adoptive Parent Recruitment Services.~~

15 ~~(9) RF shall use Family Stabilization funds to meet basic needs of~~  
16 ~~PARTICIPANTS in support of services as described herein. Allowable costs~~  
17 ~~include emergency food, emergency clothing, diapers, medicine, bus tickets to~~  
18 ~~access services, safety items, one time rent payment assistance, and one time~~  
19 ~~utility payment assistance. Other allowable costs are to be approved, in~~  
20 ~~advance and in writing, by ADMINISTRATOR. All purchases for Family~~  
21 ~~Stabilization funds in excess of one hundred (\$100) dollars per PARTICIPANT~~  
22 ~~must be requested in advance and in writing for approval by ADMINISTRATOR. RF~~  
23 ~~shall research available community resources options prior to approving~~  
24 ~~expenditures.~~

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

19 CONTRACTOR shall provide the following described staff positions:

20 14.3 Childcare Worker (CB):

21 14.3.1 Duties: Provide childcare activities at the FRC to  
22 children of PARTICIPANTS attending FRC services, communicate with FRC  
23 coordinator and agency's supervisor, attend all required meetings and  
24 trainings, complete required documents and perform related duties as assigned.

25 14.3.2 Qualifications: High school diploma or equivalent and  
26 one (1) year of childcare experience, including working with infants; ability  
27 to deal with stressful situations; and be creative and energetic. Proficiency  
28 in English is required and bilingual, in English/Spanish based on community

1 language need, is preferred.

2 14.4 Clinical Supervisor (WYS):

3 14.4.1 Duties: Provide individual and group supervision, as  
4 applicable, clinical supervision for individual, family, and group counseling  
5 services, case consultation to FRC staff as needed, monitor cases, be  
6 available for crisis and clinical consultation as needed, review documents for  
7 clinical content, verify the laws of confidentiality, and ensure that child  
8 and elder/dependent adult abuse reporting are followed-up on every case  
9 consult. Ensure accuracy of paperwork and data entered into the FaCT-approved  
10 database and attend all required meetings and trainings.

11 14.4.2 Qualifications: ~~Master's degree in social work or~~  
12 ~~related field from an accredited university~~ Licensed Clinical Social Worker  
13 (LCSW), Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist  
14 and two (2) years of clinical supervision experience. Proficiency in English  
15 is required.

16 14.5 Community Engagement Volunteer Coordinator (CB):

17 14.5.1 Duties: Responsible for assisting in advocacy for the  
18 expansion of the FRC CEAC, programs, and activities focusing on issues that  
19 affects the health, well-being, and public safety of residents in the FRC  
20 community; overseeing community organizing, volunteer recruitment, and  
21 training; problem solving; developing and implementing an outreach plan;  
22 supporting the efforts of local programs to explore donation and service  
23 opportunities for the FRC; developing and promoting FRC volunteer project  
24 activities; developing and maintaining regular contact with community  
25 organizations; coordinating and communicating with FRC Coordinator; attending  
26 all required meetings and trainings; and administering FaCT-approved  
27 measurement tools and enter results into the FaCT-approved database.

28 14.5.2 Qualifications: Option One (1): Bachelor's degree in



1 human services or related field from an accredited university; two (2) years  
2 of experience working with at-risk families and the community, including one  
3 (1) year supervision experience; knowledge of public and private social  
4 services agencies, community resources, including Federal and State programs;  
5 capable of relating well to individuals from diverse backgrounds, cultures,  
6 varied income, and education levels; and computer competency. Proficiency in  
7 English is required, and bilingual, based on community language need, is  
8 preferred.

9 14.5.3 Qualifications Option Two (2): A minimum of five (5)  
10 years of experience working with at-risk families and the community, including  
11 one (1) year supervisory experience; knowledge of public and private social  
12 services agencies, community resources, including Federal and State programs;  
13 capable of relating well to individuals from diverse backgrounds, cultures,  
14 varied income, and education levels; and computer competency. Proficiency in  
15 English is required, and bilingual, based on community language need, is  
16 preferred.

17 14.6 Bilingual Counselor (WYS):

18 14.6.1 Duties: Responsible for providing therapy including  
19 assessment, treatment planning, termination, and documentation. Administering  
20 FaCT approved pre/post measurement tools and entering results into the FaCT-  
21 approved database ~~individual, family, and group counseling services for~~  
22 ~~children, parents, and/or caregivers who are experiencing a crisis due to~~  
23 ~~interpersonal conflicts, family crisis, difficult parenting issues,~~  
24 ~~challenging child needs, and/or traumatic loss; provide emotional support;~~  
25 ~~stabilize immediate crisis; develop goals for the family; maintain records;~~  
26 ~~prepare reports; collect and input data into FaCT database; and attend all~~  
27 ~~required meetings and trainings.~~

28 14.6.2 Qualifications: Licensed clinician, or under the

1 supervision of a licensed clinician or a qualified mental health professional  
2 under clinical supervision including MFT Intern, Associate Clinical Social  
3 Worker (ACSW) with addition of Masters in Social Work (MSW) Intern or MFT  
4 Trainee enrolled in an accredited graduate program under clinical supervision.  
5 Proficiency in English and bilingual, ~~in English/Spanish or English/Vietnamese~~  
6 based on community language need, is required.

7 14.7 Family Advocate/Individual Case Manager Support Specialist (CB):

8 14.7.1 Duties: Assess needs and assist families in crisis to  
9 access resources to meet needs, including court ordered families to facilitate  
10 family reunification; coordinate information for PARTICIPANT referrals;  
11 participate in ~~Comprehensive Case Management Team~~ FRC CMT meetings; follow up  
12 on PARTICIPANT's progress ~~of families~~; help alleviate barriers to accessing  
13 services; case planning, compile and maintain records; prepare reports; attend  
14 and present cases at FRC CMT meetings; complete FaCT-approved assessment  
15 tools; ~~collect and input data entry~~ into FaCT-approved database; attend all  
16 required FaCT meetings and trainings and perform related duties as assigned.

17 14.7.2 Qualifications Option One (1): Bachelor's degree in  
18 human services or related field from an accredited university, knowledge of  
19 the child welfare system, and two (2) years of community experience working  
20 directly with families in crisis and the community; ~~A minimum of three (3)~~  
21 ~~years of experience may substitute for the required Bachelor's degree and two~~  
22 ~~(2) years of experience.~~ Proficiency in English and bilingual, based on  
23 community language need, is required.

24 14.7.3 Qualifications Option Two (2): A minimum of five (5)  
25 years of experience working directly with families in crisis and the community  
26 and knowledge of the child welfare system. Proficiency in English and  
27 bilingual, based on community language need, is required.

28 14.8 Foster and Adoptive Parent Recruiter (CB):

1           14.8.1 Duties: Responsible for promoting Foster and Adoptive  
2 Parent Recruitment at the FRC, outreach events, partner agency newsletters,  
3 community events/workshops and other local community events, and in  
4 collaboration with ADMINISTRATOR, information about the adoption process,  
5 available services, community involvements and the need for foster and  
6 adoptive resources for children in need of a permanent home.

7           14.8.2 Qualifications: High school diploma or equivalent, one  
8 (1) year of experience working directly with families in crisis and community,  
9 knowledge of local resources, excellent customer service skills, and computer  
10 competency (i.e., knowledge and ability to use computers and related  
11 technology). Proficiency in English and bilingual, based on community  
12 language need, is required.

13           WYS shall provide the following described staff positions:-

14           14.9 FRC CMT Comprehensive Case Management Team Facilitator/Program  
15 Coordinator Clinical Supervisor WYS:

16           14.9.1 Duties: ~~Legally responsible for ensuring the team and/or~~  
17 ~~staff members follow up on all mandated reporting requirements; check~~  
18 ~~attendance of required Comprehensive Case Management Team; ensure~~  
19 ~~confidentiality and/or release forms are signed and maintained; possess a~~  
20 ~~thorough understanding of the laws of confidentiality, child, elder, and~~  
21 ~~dependent adult abuse reporting; facilitate weekly Comprehensive Case~~  
22 ~~Management Team cases including a thorough assessment of needs, treatment~~  
23 ~~plan, follow up plan, and termination; document and maintain case management~~  
24 ~~team records; collect and input data into the FaCT database; provide weekly~~  
25 ~~individual, family, and group supervision of Counselor; track contract~~  
26 ~~requirements to ensure adherence and attend all required meetings and~~  
27 ~~trainings. Facilitate case management team group process, ensure thorough~~  
28 ~~assessment and linkages for families to resources, and ensure team and/or~~

1 staff members follow up on all mandated reporting requirements.  
2 Responsibilities include, but are not limited to:

3 14.9.1.1 Verify and track attendance of required FRC  
4 CMT members;

5 14.9.1.2 Ensure PARTICIPANT confidentiality/release  
6 forms are signed by PARTICIPANT and FRC CMT members;

7 14.9.1.3 Review the laws of confidentiality and child,  
8 elder/dependent adult abuse reporting on an annual basis and ensure compliance  
9 for each case presented;

10 14.9.1.4 Ensure all FRC CMT cases conferenced are  
11 multiple needs cases (i.e., not just information and referral);

12 14.9.1.5 Facilitate weekly review of FRC CMT cases,  
13 including a thorough assessment of needs, treatment plan, and termination;

14 14.9.1.6 Provide and coordinate ongoing cross-training  
15 to FRC CMT on clinical training needs;

16 14.9.1.7 Ensure families are invited to the FRC CMT  
17 meetings;

18 14.9.1.8 Maintain a binder of weekly case logs and  
19 registration forms for each case conferenced at FRC CMT;

20 14.9.1.9 Complete standardized FRC CMT assessment  
21 tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT  
22 database; and

23 14.9.1.10 Actively engage new collaborative partners  
24 and/or other COUNTY agency representatives to conference cases that would  
25 benefit families.

26 14.9.2 Qualifications: LCSW, MFT, or Licensed Clinical  
27 Psychologist is required. A minimum of one (1) years of group/meeting  
28 facilitation experience is preferred. Proficiency in English is required

1 bilingual in English/Spanish is preferred.

2 14.10 FRC Coordinator (CB):

3 14.10.1 Duties: Perform a variety of administrative functions  
4 including: coordinate service providers; supervise FRC staff; oversee day-to-  
5 day FRC operations of the FRC; compile statistical and financial data for  
6 various reports; facilitate community involvement in the CEAC; coordinate  
7 governance and policy procedure development; coordinate staff training  
8 opportunities for staff; prepare and monitor program budget; perform outreach  
9 to community businesses and schools; market FRC services within the community;  
10 initiate outreach to new partners and service providers; address public  
11 inquiries regarding FRC services, procedures, operations, and regulations;  
12 facilitate Contractor Partner Agencies and staff meetings and ensure  
13 completion of meeting minutes; complete all required documentation; attend all  
14 required meetings and trainings; and perform related duties as assigned.

15 14.10.2 Qualifications Option One (1): Bachelor's degree (or  
16 Master's degree preferred) in social work, sociology, psychology, or related  
17 field from an accredited university; two (2) years of experience working with  
18 at-risk families and the community; knowledge of the child welfare system;  
19 capable of relating well to individuals from diverse backgrounds, cultures,  
20 varied income and education levels; supervision experience in management;  
21 ability to work successfully in a collaborative environment; attention to  
22 detail; and computer competency. Proficiency in English is required and  
23 bilingual, in English/Spanish based on community language need, is preferred.

24 14.10.3 Qualifications Option Two (2): A minimum of five (5)  
25 years of experience working with at-risk families and the community; knowledge  
26 of the child welfare system; capable of relating well to individuals from  
27 diverse backgrounds, cultures, varied income, and education levels;  
28 supervisory experience in management; ability to work successfully in a

collaborative environment; attention to detail; and computer competency. Proficiency in English is required and bilingual, based on community language need, is preferred.

14.11 Information and Referral Community Resource Services Specialist (WYS):

14.11.1 Duties: Responsible for responding to walk-in, call-in, and referred PARTICIPANTS seeking community resources. ~~Provide community resource information assistance to PARTICIPANTS;~~ Assess PARTICIPANT's immediate needs and make referrals to appropriate resources. Administer FaCT-approved measurement tools, ~~collect and input data~~ and enter results into the FaCT-approved database ~~provide linkage to service providers;~~ perform outreach ~~to community businesses and schools;~~ research information regarding community services; ~~promote FRC program services;~~ assist in evaluation of PARTICIPANT needs; represent FRC at community events; maintain required documentation.

14.11.2 Qualifications: High school diploma or equivalent GED, one (1) year of community experience working directly with families in crisis and community, knowledge of local resources, excellent customer service skills, and computer competency (i.e., knowledge and ability to use computers and related technology) ~~knowledge and understanding of services provided at the FRC;~~ ability to relate well to individuals from diverse backgrounds, cultures, varied income levels, and educational levels. Proficiency in English and bilingual, based on community language need, ~~in English/Spanish or~~ is required.

14.12 Out-of-School-Time Youth Leader (YMCA):

14.12.1 Duties: Responsible for providing Out-of-School-Time activities to children and youth based on the community need, monitoring attendance, ensuring the health and safety of PARTICIPANTS is maintained at all times, coordinating and communicating with FRC Coordinator, attending all

1 required meetings, administering FaCT-approved measurement tools, and entering  
2 results into the FaCT-approved database.

3 14.12.2 Qualifications: High school diploma or equivalent,  
4 twelve (12) units of child development or related coursework, and one (1) year  
5 of experience working with children is required. Proficiency in English is  
6 required and bilingual, based on community language need, is preferred.

7 14.13 Parenting Educator (WYS):

8 14.13.1 Duties: ~~Direct, monitor, and facilitate~~ Responsible for  
9 teaching parenting education classes, administering FaCT approved pre/post-  
10 tests measurement tool(s), ~~collect and input data and entering~~ results into  
11 the FaCT-approved database ~~review program files; identify program enhancement;~~  
12 ~~improve parenting skills and family functioning by teaching parent/caregivers~~  
13 ~~about child development (e.g., developmental expectations); behavior~~  
14 ~~management (e.g., discipline techniques); coping skills (e.g., communication~~  
15 ~~and stress management); prevention of recurrence of maltreatment; attachment;~~  
16 ~~bonding; traumatic loss issues; monitor attendance and participation; provide~~  
17 ~~written report(s); complete FaCT approved assessment tool(s); compile and~~  
18 ~~maintain records; collect and input data into FaCT database; and attend all~~  
19 ~~required meetings and trainings.~~

20 14.13.2 Qualifications: Twelve (12) units of college education  
21 in child development, psychology, sociology, social work, or a related field  
22 from an accredited university; one (1) year of experience working in the human  
23 services field; and ~~trained and/or certified to provide the CONTRACTOR's~~  
24 ~~chosen evidence-based or evidence-informed curriculum~~ ~~one (1) year of~~  
25 ~~experience working with public speaking or teaching; or two (2) years of~~  
26 ~~experience working in the human services field; certificate of completion in~~  
27 ~~child development or parenting curriculum, and one (1) year experience with~~  
28 ~~public speaking or teaching. Proficiency in English and bilingual, in~~

1 English/Spanish based on community language need, is required.

2 IH shall provide the following described staff position:

3 14.14 PEP Instructor (IH):

4 14.14.1 Duties: Provide and instruct Personal Empowerment  
5 Program (PEP) services, administering FaCT-approved pre/post measurement  
6 tools, ~~collect and input data~~ and entering results into the FaCT-approved  
7 database.

8 14.14.2 Qualifications: PEP certified instructor shall possess a  
9 minimum of two (2) years of experience working with domestic violence  
10 families, forty (40) hours of Domestic Violence Prevention training, eight (8)  
11 hours of Child Abuse Prevention and Reporting Training, and completion of PEP  
12 Training. A valid Domestic Violence Advocate Certificate is required.  
13 Proficiency in English and bilingual, ~~in English/Spanish or English/Vietnamese~~  
14 based on community language need, is required.

15 14.15 Program Director (WYS):

16 14.15.1 Duties: Responsible for overseeing all WYS services  
17 contracted with FaCT, supervising FaCT funded WYS staff, completing required  
18 documents, and attending all required meetings.

19 14.15.2 Qualifications: Licensed clinician (i.e., LCSW, MFT, or  
20 Psychologist) is required and a minimum of two (2) years post licensure (i.e.,  
21 LCSW, MFT, or Psychologist) experience. Maintain current California licensure  
22 as ~~Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist~~  
23 ~~(MFT), or Psychologist~~ and abide by ethical standards promoted by the Board of  
24 Behavioral Sciences (BBS) and professional association to which Program  
25 Director entitles him/her to belong. Proficiency in English is required.

26 14.16 Program Manager (CB):

27 14.16.1 Duties: Provide general oversight of and responsibility  
28 for COUNTY/FaCT contract at designated site, supervise FRC Coordinator and FRC



1 projects, integrate new and existing FRC programs, collaborate with FaCT  
2 staff, attend FaCT committee meetings and forums, and provide local and  
3 regional FRC advocacy.

4 14.16.2 Qualifications: Master's degree in social work or  
5 related field from an accredited university, five (5) years of social services  
6 experience, and three (3) years of supervision experience is required. Two  
7 (2) years of experience in more than one child welfare service (i.e., foster  
8 care, residential care, in-home services, Wraparound services, family  
9 preservation, or other child abuse prevention) is preferred. Proficiency in  
10 English is required.

11 14.17 Program Supervisor (YMCA):

12 14.17.1 Duties: Responsible for planning, developing, and  
13 providing leadership to ensure quality professional implementation of the  
14 Anaheim Achieves afterschool program, complete required documents, and attend  
15 all required meetings.

16 14.17.2 Qualifications Option One (1): High school diploma or  
17 equivalent; fifteen (15) units of college coursework in education, recreation,  
18 human services, or a related field from an accredited university; and a  
19 minimum of two (2) years of childcare experience. Maintain current First Aid  
20 and Cardio Pulmonary Resuscitation (CPR) certifications. A valid California  
21 driver's license and proof of minimum California vehicle insurance coverage is  
22 required. Proficiency in English is required.

23 14.17.3 Qualifications Option Two (2): Associated degree in  
24 education, recreation, human services, child development, or a related field  
25 from an accredited university; and a minimum of two (2) years of teaching  
26 experience in a licensed day care center or group childcare program. Maintain  
27 current First Aid and Cardio Pulmonary Resuscitation (CPR) certifications. A  
28 valid California driver's license and proof of minimum California vehicle

1 insurance coverage is required. Proficiency in English is required.

2 14.17.4 Qualifications Option Three (3): Bachelor's degree in  
3 education, recreation, human services, child development, or a related field  
4 from an accredited university; and a minimum of two (2) years of childcare  
5 center experience or group childcare program. Maintain current First Aid and  
6 Cardio Pulmonary Resuscitation (CPR) certifications. A valid California  
7 driver's license and proof of minimum California vehicle insurance coverage is  
8 required. Proficiency in English is required.

9 14.18 Contract Compliance Coordinator:

10 14.17.5 Duties: ~~Responsible for providing administrative support~~  
11 ~~for the Executive Director, maintaining and updating contract files,~~  
12 ~~processing all partner agency invoices for payment, generating lead agency~~  
13 ~~invoice to submit to COUNTY, providing reports as requested, and attending~~  
14 ~~required meetings.~~

15 14.17.6 Qualifications: ~~High school diploma or equivalent; three~~  
16 ~~(3) years of office experience; computer literate in Microsoft Office, Access,~~  
17 ~~and Excel; one (1) year of non-profit agency experience; excellent verbal and~~  
18 ~~written communication skills; and detail oriented. Proficiency in English is~~  
19 ~~required.~~

20 14.18 Family Law Attorney:

21 14.17.7 Duties: ~~Provide legal assistance to victims of domestic~~  
22 ~~violence for family violence restraining orders, custody and related family~~  
23 ~~law issues; conduct legal clinics; provide legal counseling, filing paperwork,~~  
24 ~~and advocacy; prepare clients for court; court accompaniment with legal~~  
25 ~~representation; inform clients on legal options, legal resources, how the~~  
26 ~~legal and court processes work, and how to use the justice system most~~  
27 ~~effectively for protection and in the process protect children from abuse and~~  
28 ~~neglect.~~

1                   14.17.8 Qualifications: ~~Must be a member in good standing with~~  
2 ~~the State Bar of California; knowledge of domestic violence dynamics; one (1)~~  
3 ~~year experience working in family law and Orange County criminal justice~~  
4 ~~system. Bilingual in English/Spanish and proficiency in English is required.~~

5                   RF shall provide the following described staff position:

6                   14.18 Program Supervisor:

7                   14.17.9 Duties: ~~Responsible for overseeing the administration of~~  
8 ~~client services; supervise Family Advocate/Individual Case Manager; direct~~  
9 ~~staff; ensure staff are provided with adequate training; ensure service~~  
10 ~~recording practices are established and maintained; and attend all required~~  
11 ~~meetings.~~

12                   14.17.10 Qualifications: ~~Master's degree preferred; Bachelor's~~  
13 ~~degree in human services field or equivalent; five (5) years administrative~~  
14 ~~and operation supervision experience with SSA; and collaborative experience~~  
15 ~~with other Orange County agencies. Proficiency in English required, bilingual~~  
16 ~~Spanish preferred.~~

17                   14.18 Administrative Assistant:

18                   14.17.11 Duties: ~~Provide general secretarial support to Program~~  
19 ~~Supervisor; collect required data from direct service staff; review~~  
20 ~~information for accuracy and completeness; audit files; create folders;~~  
21 ~~duplicate forms; and gather additional community resource information as~~  
22 ~~needed.~~

23                   14.17.12 Qualifications: ~~Some college coursework preferred; High~~  
24 ~~school diploma or equivalent; excellent interpersonal and customer service~~  
25 ~~skills; proficient in verbal and written English required; proficient in Word~~  
26 ~~and Excel computer programs; and one (1) year experience working in a related~~  
27 ~~field. Bilingual in Spanish is preferred.~~

28                   14.18 TLFR Family Fun Activities Leader (YMCA):

1                   14.18.1 Duties: Responsible for organizing and providing  
2 supervision of Time Limited Family Reunification Family Fun Activities to  
3 children and parents, presentation of upcoming events at FRC meetings,  
4 providing flyers for distribution to FRC families, coordinating and  
5 communicating with FRC Coordinator, attending all required meetings,  
6 administering FaCT-approved measurement tools, and entering results into the  
7 FaCT-approved database.

8                   14.18.2 Qualifications Option One (1): High school diploma or  
9 equivalent, completion of fifteen (15) units in education, recreation, human  
10 services, or related coursework, and a minimum of two (2) years of childcare  
11 or group childcare program experience is required. Maintain current First Aid  
12 and Cardio Pulmonary Resuscitation (CPR) certifications. A valid California  
13 driver's license and proof of minimum California vehicle insurance coverage is  
14 required. Proficiency in English is required and bilingual, based on  
15 community language need, is preferred.

16                   14.18.3 Qualifications Option Two (2): Associated degree in  
17 education, recreation, human services, child development, or a related field  
18 from an accredited university; and a minimum of two (2) years of teaching  
19 experience in a licensed day care center or group childcare program. Maintain  
20 current First Aid and Cardio Pulmonary Resuscitation (CPR) certifications. A  
21 valid California driver's license and proof of minimum California vehicle  
22 insurance coverage is required. Proficiency in English is required and  
23 bilingual, based on community language need, is preferred.

24                   14.18.4 Qualifications Option Three (3): Bachelor's degree in  
25 education, recreation, human services, child development, or a related field  
26 from an accredited university; and a minimum of two (2) years of childcare  
27 center experience or group childcare program. Maintain current First Aid and  
28 Cardio Pulmonary Resuscitation (CPR) certifications. A valid California

1 driver's license and proof of minimum California vehicle insurance coverage is  
2 required. Proficiency in English is required and bilingual, based on  
3 community language need, is preferred.  
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