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2 AGREEMENT
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 FRIENDLY CENTER, INC.
7 AND
8 CITY OF ORANGE
9 AND
10 INTERVAL HOUSE
11 AND
12 WESTERN YOUTH SERVICES
13 FOR THE PROVISION OF
14 SERVICES PROMOTING SAFE AND STABLE FAMILIES,
15 DIFFERENTIAL RESPONSE, AND FAMILY STABILIZATION
16

17 THIS AGREEMENT, entered into this 1st day of July 1, 2015, which date is
18 particularized for purpose of reference only, is by and between the COUNTY OF
19 ORANGE, hereinafter referred to as "COUNTY," and Friendly Center, Inc., a
20 California non-profit corporation; City of Orange, a municipal Corporation;
21 Interval House, a California non-profit corporation; and Western Youth
22 Services, a California corporation; hereinafter collectively referred to as
23 "FRIENDLY CENTER ORANGE FAMILY RESOURCE CENTER" or "CONTRACTOR." Friendly
24 Center, Inc., City of Orange, Interval House, and Western Youth Services, may
25 each also be referred to as "Contractor Partner Agencies." This Agreement
26 shall be administered by the County of Orange Social Services Agency Director
27 or designee, hereinafter referred to as "ADMINISTRATOR."
28

W I T N E S S E T H:

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

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of services Promoting Safe and Stable Families, Differential Response, and Family Stabilization in Orange County; and

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

WHEREAS, such services are authorized and provided for pursuant to the Adoptions and Safe Families Act of 1997 (Public Law 105-89), California Welfare and Institutions Code Sections 16600-16605, All County Letters (ACL) No. 01-20 and ACL No. 03-12, ACL No. 14-12, and the Child and Family Services Improvement and Innovation Act (2001);

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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TABLE OF CONTENTS

1	1.	TERM	5
2	2.	ALTERATION OF TERMS	5
3	3.	STATUS OF CONTRACTOR	5
4	4.	DESCRIPTION OF SERVICES, STAFFING	6
5	5.	LICENSES AND STANDARDS	6
6	6.	DELEGATION AND ASSIGNMENT/SUBCONTRACTS	7
7	7.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE	9
8	8.	NON-DISCRIMINATION	12
9	9.	NOTICES	15
10	10.	NOTICE OF DELAYS	15
11	11.	INDEMNIFICATION	16
12	12.	INSURANCE	16
13	13.	NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS	20
14	14.	CONFLICT OF INTEREST	21
15	15.	ANTI-PROSELYTISM PROVISION	21
16	16.	SUPLANTING GOVERNMENT FUNDS	21
17	17.	EQUIPMENT	22
18	18.	BREACH SANCTIONS	23
19	19.	DESIGNATED LEAD AGENCY	24
20	20.	PAYMENTS	26
21	21.	OVERPAYMENTS	28
22	22.	OUTSTANDING DEBT	28
23	23.	FINAL REPORT	28
24	24.	INDEPENDENT AUDIT	29
25	25.	RECORDS, INSPECTIONS AND AUDITS	29
26	26.	PERSONNEL DISCLOSURE	32
27	27.	EMPLOYMENT ELIGIBILITY VERIFICATION	34
28	28.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	34
29	29.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	35
30	30.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	36
31	31.	CONFIDENTIALITY	36
32	32.	COPYRIGHT ACCESS	38
33	33.	WAIVER	38
34	34.	PETTY CASH	38
35	35.	PUBLICITY	38
36	36.	COUNTY RESPONSIBILITIES	39
37	37.	REFERRALS	39
38	38.	REPORTS	39
39	39.	ENERGY EFFICIENCY STANDARDS	40
40	40.	ENVIRONMENTAL PROTECTION STANDARDS	40
41	41.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	40
42	42.	POLITICAL ACTIVITY	42
43	43.	TERMINATION PROVISIONS	42
44	44.	GOVERNING LAW AND VENUE	43
45	45.	SIGNATURE IN COUNTERPARTS	43

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

Exhibit A

1. POPULATION TO BE SERVED 1
2. PSSF & CBCAP FUNDING REQUIREMENTS 2
3. HOURS OF OPERATION 5
4. FaCT GENERAL REQUIREMENTS 6
5. SERVICES 9
6. ADDITIONAL CONTRACTOR RESPONSIBILITIES 32
7. FACILITIES 34
8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS 34
9. REPORTS 37
10. UTILIZATION REVIEW 38
11. SUSTAINABILITY 38
12. MEETINGS AND TRAININGS: 39
13. BUDGET 39
14. STAFF 47

1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

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1 4. DESCRIPTION OF SERVICES, STAFFING

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

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

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

17 5. LICENSES AND STANDARDS

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

26 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
27 unless waived in whole or in part by ADMINISTRATOR, with all applicable
28 provisions of the California Welfare and Institutions Code (WIC); Title 45 of

1 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
2 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
3 applicable laws and regulations of the United States, State of California,
4 County of Orange Social Services Agency and all administrative regulations,
5 rules and policies adopted thereunder as each and all may now exist or be
6 hereafter amended.

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

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

16 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

17 6.1 Delegation and Assignment:

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

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6.2 Subcontracts:

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

6.2.1 Subcontracts of \$25,000 or less:

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

6.2.2 Subcontracts in excess of \$25,000:

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

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

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

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

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

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

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1 7.1.3 A detailed statement indicating the relationship of
2 CONTRACTOR to any subsidiary business organization or to any individual who
3 may be providing services, supplies, material or equipment to CONTRACTOR or in
4 any manner does business with CONTRACTOR under this Agreement.

5 7.2 Change in Form of Business Organization:

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

13 7.3 Real Property Disclosure:

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

19 7.3.1 The location by street address and city of any such real
20 property.

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

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

27 7.3.3.1 The term duration of any rental, lease or
28 license agreement;

1 7.3.3.2 The amount of monetary consideration to be
2 paid to the lessor or licensor over the term of the rental, lease or license
3 agreement;

4 7.3.3.3 The type and dollar value of any other
5 consideration to be paid to the lessor or licensor; and

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

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

26 7.3.5 True and correct copies of all agreements with respect to
27 any such real property shall be appended to the affidavit described above and
28 made a part thereof. If, during the term of this Agreement, there is a change

1 in the agreement(s) with respect to real property where persons receive
2 services. CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
3 describing such changes.

4 8. NON-DISCRIMINATION

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

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

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

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

25 8.5 Non-Discrimination in Employment:

26 8.5.1 All solicitations or advertisements for employees placed
27 by or on behalf of CONTRACTOR shall state that all qualified applicants will
28 receive consideration for employment without regard to race, religious creed,

1 color, national origin, ancestry, physical disability, mental disability,
2 medical condition, genetic information, marital status, sex, gender, gender
3 identity, gender expression, age, sexual orientation, military and veteran
4 status or any other protected group in accordance with the requirements of all
5 applicable Federal or State laws. Notices describing the provisions of the
6 equal opportunity clause shall be posted in a conspicuous place for employees
7 and job applicants.

8 8.5.2 CONTRACTOR shall refer any and all employees desirous of
9 filing a formal discrimination complaint to:

10 California Department of Social Services

11 Public Inquiry and Response Bureau

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

13 Sacramento, CA 94244-2430

14 Telephone: (800) 952-5253

15 (800) 952-8349 (For the hard of hearing)

16 8.6 Non-Discrimination in Service Delivery:

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

1 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
 2 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
 3 now exist or be hereafter amended. CONTRACTOR shall not implement any
 4 administrative methods or procedures which would have a discriminatory effect
 5 or which would violate the CDSS Manual of Policies and Procedures (MPP)
 6 Division 21, Chapter 21-100. If there are any violations of this Paragraph,
 7 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
 8 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
 9 other laws, or the issue may be referred to the appropriate Federal agency for
 10 further compliance action and enforcement of Subparagraph 8.6 et seq.

11 8.6.2 CONTRACTOR shall provide any and all clients desirous of
 12 filing a formal complaint any and all information as appropriate:

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

15 8.6.2.2 Discrimination Complaint Form

16 8.6.2.3 Civil Rights Contacts:

17 County Civil Rights Contact:

18 Orange County Social Services Agency

19 Program Integrity

20 Attn: Civil Rights Coordinator

21 P.O. Box 22001

22 Santa Ana, CA 92702-2001

23 Telephone: (714) 438-8877

24 State Civil Rights Contact:

25 California Department of Social Services

26 Civil Rights Bureau

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

28 Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

9. NOTICES

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

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

CONTRACTOR: Friendly Center Orange Family Resource Center
c/o Friendly Center, Inc.
P.O. Box 706
Orange, CA 92856-6706

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

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

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

12. INSURANCE

12.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with, and to keep such insurance coverage and the certificates therefore on deposit with ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this agreement shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this agreement. It is the obligation

1 of Contractor to provide notice of the insurance requirements to every
2 subcontractor and to receive proof of insurance prior to allowing any
3 subcontractor to begin work. Such proof of insurance must be maintained by
4 Contractor through the entirety of this Agreement for inspection by County
5 representative(s) at any reasonable time.

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

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

16 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
17 the full term of this Agreement, COUNTY may terminate this Agreement.

18 12.5 Qualified Insurer:

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

25 12.5.2 If the insurance carrier does not have an A.M. Best
26 Rating of A-/VIII, the CEO/Office of Risk Management retains the right to
27 approve or reject a carrier after a review of the company's performance and
28 financial rating.

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

Coverage	Minimum Limits	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Friendly Center, Inc.(FC); City of Orange(CO); Interval House (IH); and Western Youth Services (WYS)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	FC, CO, IH, and WYS
Workers' Compensation	Statutory	FC, CO, IH, and WYS
Employer's Liability Insurance	\$1,000,000 per occurrence	FC, CO, IH, and WYS
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	IH, WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	FC, CO, IH, and WYS

12.7 Required Coverage Forms:

12.7.1 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.

12.7.2 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.

12.8 Required Endorsements:

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

12.8.1.1 An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of

1 Orange, its elected and appointed officials, officers, employees, agents as
2 Additional Insureds.

3 12.8.1.2 A primary non-contributing endorsement
4 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
5 insurance maintained by the County of Orange shall be excess and non-
6 contributing.

7 12.9 All insurance policies required by this Agreement shall waive all
8 rights of subrogation against the County of Orange, its elected and appointed
9 officials, officers, agents and employees when acting within the scope of
10 their appointment or employment.

11 12.10 CONTRACTOR shall notify County in writing within thirty (30) days
12 of any policy cancellation and ten (10) days for non-payment of premium and
13 provide a copy of the cancellation notice to County. Failure to provide
14 written notice of cancellation may constitute a material breach of the
15 contract, upon which the County may suspend or terminate this Agreement.

16 12.11 If CONTRACTOR's Professional Liability policy is a "claims made"
17 policy, CONTRACTOR shall agree to maintain professional liability coverage for
18 two (2) years following completion of this Agreement.

19 12.12 The Commercial General Liability policy shall contain a
20 severability of interests clause also known as a "separation of insureds"
21 clause (standard in the ISO CG 0001 policy).

22 12.13 Insurance certificates should be mailed to COUNTY at the address
23 indicated in Paragraph 9 of this Agreement.

24 12.14 If CONTRACTOR fails to provide the insurance certificates and
25 endorsements within seven (7) days of notification by CEO/County Procurement
26 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

27 12.15 COUNTY expressly retains the right to require CONTRACTOR to
28 increase or decrease insurance of any of the above insurance types throughout

1 the term of this Agreement. Any increase or decrease in insurance will be as
2 deemed by County of Orange Risk Manager as appropriate to adequately protect
3 COUNTY.

4 12.16 COUNTY shall notify CONTRACTOR in writing of changes in the
5 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
6 certificates of insurance and endorsements with COUNTY incorporating such
7 changes within thirty (30) days of receipt of such notice, this Agreement may
8 be in breach without further notice to CONTRACTOR, and COUNTY shall be
9 entitled to all legal remedies.

10 12.17 The procuring of such required policy or policies of insurance
11 shall not be construed to limit CONTRACTOR's liability hereunder nor to
12 fulfill the indemnification provisions and requirements of this Agreement, nor
13 act in any way to reduce the policy coverage and limits available from the
14 insurer.

15 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

16 CONTRACTOR shall report to COUNTY:

17 13.1 Any accident or incident relating to services performed under this
18 Agreement which involves injury or property damage which may result in the
19 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
20 shall be made in writing within twenty-four (24) hours of occurrence.

21 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
22 from or related to services performed by CONTRACTOR under this Agreement.
23 Such report shall be submitted to COUNTY within twenty-four (24) hours of
24 occurrence.

25 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
26 property. Such report shall be submitted to COUNTY within twenty-four (24)
27 hours of occurrence.

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1 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
2 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
3 under the term of this Agreement. Such report shall be submitted to COUNTY
4 within twenty-four (24) hours of occurrence.

5 14. CONFLICT OF INTEREST

6 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
7 any actions or conditions that could result in a conflict with the best
8 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
9 agents, relatives, subcontractors, and third parties associated with
10 accomplishing the work hereunder.

11 14.2 CONTRACTOR's efforts shall include, but not be limited to,
12 establishing precautions to prevent its employees or agents from making,
13 receiving, providing, or offering gifts, entertainment, payments, loans, or
14 other considerations which could be deemed to appear to influence individuals
15 to act contrary to the best interests of COUNTY.

16 15. ANTI-PROSELYTISM PROVISION

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

21 16. SUPPLANTING GOVERNMENT FUNDS

22 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
23 intended for the purposes of this Agreement with any funds made available
24 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
25 for, or apply sums received from COUNTY with respect to, that portion of its
26 obligations which have been paid by another source of revenue. CONTRACTOR
27 agrees that it shall not use funds received pursuant to this Agreement, either
28 directly or indirectly, as a contribution or compensation for purposes of

1 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
2 program without prior written approval of ADMINISTRATOR.

3 17. EQUIPMENT

4 17.1 All items purchased with funds provided under this Agreement, or
5 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
6 at least five thousand dollars (\$5,000), including sales tax, shall be
7 considered Capital Equipment. Title to all Capital Equipment shall, upon
8 purchase, vest and remain in COUNTY. The use of such items of Capital
9 Equipment is limited to the performance of this Agreement. Upon the
10 termination of this Agreement, CONTRACTOR shall immediately return any items
11 of Capital Equipment to COUNTY or its representatives, or dispose of them in
12 accordance with the directions of ADMINISTRATOR.

13 CONTRACTOR further agrees to the following:

14 17.1.1 To maintain all items of Capital Equipment in good
15 working order and condition, normal wear and tear excepted.

16 17.1.2 To label all items of Capital Equipment, do periodic
17 inventories as required by ADMINISTRATOR and to maintain an inventory list
18 showing where and how the Capital Equipment is being used, in accordance with
19 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
20 ADMINISTRATOR within ten (10) days of any request therefore.

21 17.1.3 To report in writing to ADMINISTRATOR immediately after
22 discovery, the loss or theft of any items of Capital Equipment. For stolen
23 items, the local law enforcement agency must be contacted and a copy of the
24 police report submitted to ADMINISTRATOR.

25 17.1.4 To purchase a policy or policies of insurance covering
26 loss or damage to any and all Capital Equipment purchased under this
27 Agreement, in the amount of the full replacement value thereof, providing
28 protection against the classification of fire, extended coverage, vandalism,

malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

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

17.3 Personal Computer Equipment:

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

18. BREACH SANCTIONS

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

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

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1 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
2 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
3 later recovery; and/or

4 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
5 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

8 19. DESIGNATED LEAD AGENCY

9 19.1 Each of the Contractor Partner Agencies agrees that Friendly
10 Center, Inc. (FC) shall serve as the designated lead agent on behalf of the
11 CONTRACTOR, with authority to present claims to COUNTY on behalf of each of
12 the Contractor Partner Agencies for services delivered by each of them
13 pursuant to this Agreement. As designated lead agent, FC, shall receive the
14 claims from each of the other Contractor Partner Agencies on a monthly basis
15 and shall submit these claims, along with its own monthly claim, pursuant to
16 Paragraph 20 herein. Claims submitted to COUNTY by the designated lead agent
17 shall clearly identify the services that were performed by Contractor Partner
18 Agencies. Any and all payments to be made by COUNTY pursuant to this
19 Agreement shall be made payable to the designated lead agent. The designated
20 lead agent shall thereafter disburse payment as appropriate to the Contractor
21 Partner Agencies. Each of the Contractor Partner Agencies agrees that
22 COUNTY's disbursement of payment to the designated lead agent shall satisfy
23 COUNTY's payment obligation under this Agreement.

24 19.2 As the designated lead agent, FC shall also be responsible for
25 activities that include but are not limited to the following:

26 19.2.1 Oversight of FRC services;

27 19.2.2 Employment and supervision of the FRC Coordinator;

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1 19.2.3 Facilitating established meetings for Contractor Partner
2 Agencies and generating meeting minutes;

3 19.2.4 Coordinating a minimum of weekly case management
4 meetings;

5 19.2.5 Collecting and maintaining complete documentation for
6 invoices from Contractor Partner Agencies;

7 19.2.6 Overseeing the collection, maintenance, and management of
8 FRC data including outcome measurements from Contractor Partner Agencies;

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

12 19.2.8 Reimbursing FaCT-funded Contractor Partner Agencies for
13 FaCT-funded services rendered prior to invoicing COUNTY;

14 19.2.9 Generating modification requests on the FRC's behalf for
15 submission to COUNTY;

16 19.2.10 Collecting information from Contractor Partner Agencies
17 and generating a monthly FRC activity calendar;

18 19.2.11 Coordinating FRC sustainability efforts referenced in
19 Exhibit "A", Paragraph 11 of this Agreement;

20 19.2.12 Ensuring all Contractor Partner Agencies are current on
21 required documentation (e.g., insurance certificates, copies of
22 resumes/applications, independent audits);

23 19.2.13 Ensuring all Non-FaCT Funded Partner Agency(ies) have a
24 current agreement with the FRC and provide copies of agreements to COUNTY upon
25 request;

26 19.2.14 Facilitating collaborative activities, services, and
27 programs to ensure effective service delivery;

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1 19.2.15 Maintaining complete and accurate records of all
2 financial and outcome measurement data for the FRC;

3 19.2.16 Attending required FaCT meetings and mandatory trainings;
4 and

5 19.2.17 Maintaining the integrity of the FaCT database and other
6 reports as necessary.

7 20. PAYMENTS

8 20.1 Maximum Contractual Obligation:

9 The maximum obligation of COUNTY under this Agreement shall not
10 exceed the amount of \$2,692,700: The amount of \$538,540 for July 1, 2015
11 through June 30, 2016; the amount of \$538,540 for July 1, 2016 through June
12 30, 2017; the amount of \$538,540 for July 1, 2017 through June 30, 2018; the
13 amount of \$538,540 for July 1, 2018 through June 30, 2019; and the amount of
14 \$538,540 for July 1, 2019 through June 30, 2020 or actual allowable costs,
15 whichever is less.

16 20.2 Allowable Costs:

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

24 20.3 Claims:

25 20.3.1 CONTRACTOR shall submit monthly claims to be received by
26 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
27 expenses incurred in the preceding month. In the event the twentieth (20th)
28 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the

1 claim the next business day. COUNTY holidays include New Year's Day, Martin
2 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
3 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
4 Friday after Thanksgiving, and Christmas Day.

5 20.3.2 All claims must be submitted on a form approved by
6 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
7 source documents with the monthly claim, including, inter alia, a monthly
8 statement of services, general ledgers, supporting journals, time sheets,
9 invoices, canceled checks, receipts, and receiving records, some of which may
10 be required to be copied. Source documents that CONTRACTOR must submit shall
11 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
12 shall retain all financial records in accordance with Paragraph 25 (Records,
13 Inspections, and Audits) of this Agreement.

14 20.3.3 Payments should be released by COUNTY within a reasonable
15 time period of approximately thirty (30) days after receipt of a correctly
16 completed claim form and required supporting documentation.

17 20.3.4 Year End and Final Claims:

18 20.3.4.1 CONTRACTOR shall submit a final claim for
19 each COUNTY fiscal year, July 1 through June 30, covered under the term of
20 this Agreement as stated in Paragraph 1, by no later than August 30th of each
21 corresponding COUNTY fiscal year. Claims received after August 30th of each
22 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
23 be reimbursed. ADMINISTRATOR may modify the date that which the final claim
24 per each COUNTY fiscal year must be received, upon written notice to
25 CONTRACTOR.

26 20.3.4.2 The basis for final settlement shall be the
27 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or 48
28 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to

1 this Agreement; limited, however, to the maximum obligation of COUNTY. In the
2 event that any overpayment has been made, COUNTY may offset the amount of the
3 overpayment against the final payment. In the event overpayment exceeds the
4 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)
5 business days of notice from COUNTY. Nothing herein shall be construed as
6 limiting the remedies of COUNTY in the event an overpayment has been made.

7 21. OVERPAYMENTS

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

21 22. OUTSTANDING DEBT

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

25 23. FINAL REPORT

26 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report
27 within sixty (60) days after the termination of this Agreement, which shall
28 summarize the activities and services provided by CONTRACTOR during the term

1 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing
2 to modify the date upon which the final report must be submitted.

3 24. INDEPENDENT AUDIT

4 24.1 CONTRACTOR shall employ a licensed certified public accountant who
5 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
6 related expenditures during the term of this Agreement in compliance with the
7 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
8 Organizations. The audit must be performed in accordance with generally
9 accepted government auditing standards and OMB Circular A-122. CONTRACTOR
10 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
11 corrective action is taken within six (6) months after issuance of all audit
12 reports with regard to audit exceptions.

13 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
14 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
15 of organization-wide audits for each of the fiscal cycles corresponding with
16 the term of this Agreement. CONTRACTOR shall provide each audit within
17 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
18 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
19 payment under this or any subsequent Agreement with CONTRACTOR until such time
20 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
21 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

22 25. RECORDS, INSPECTIONS AND AUDITS

23 25.1 Financial Records:

24 25.1.1 CONTRACTOR shall prepare and maintain accurate and
25 complete financial records. Financial records shall be retained, by
26 CONTRACTOR, for a minimum of five (5) years from the date of final payment
27 under this Agreement or until all pending COUNTY, State and Federal audits are
28 completed, whichever is later.

1 25.1.2 CONTRACTOR shall establish and maintain reasonable
2 accounting, internal control and financial reporting standards in conformity
3 with generally accepted accounting principles established by the American
4 Institute of Certified Public Accountants and to the satisfaction of
5 ADMINISTRATOR.

6 25.2 Client Records:

7 25.2.1 CONTRACTOR shall prepare and maintain accurate and
8 complete records of clients served and dates and type of services provided
9 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

10 25.2.2 All client records related to services provided under the
11 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
12 (5) years from the date of final payment under this Agreement or until all
13 pending COUNTY, State and Federal audits are completed, whichever is later.
14 Notwithstanding anything to the contrary, upon termination of this Agreement,
15 CONTRACTOR shall relinquish control with respect to client records to COUNTY
16 in accordance with Subparagraph 43.2.

17 25.2.3 COUNTY may refuse payment for a claim if client records
18 are determined by COUNTY to be incomplete or inaccurate. In the event client
19 records are determined to be incomplete or inaccurate after payment has been
20 made, COUNTY may treat such payment as an overpayment within the provisions of
21 this Agreement.

22 25.3 Public Records:

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

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1 25.4 Inspections and Audits:

2 25.4.1 The U.S. Department of Health and Human Services,
3 Comptroller General of the United States, Director of CDSS, State Auditor-
4 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
5 Department, or any of their authorized representatives, shall have access to
6 any books, documents, papers and records, including medical records, of
7 CONTRACTOR which any of them may determine to be pertinent to this Agreement
8 for the purpose of financial monitoring. Further, all the above mentioned
9 persons have the right at all reasonable times to inspect or otherwise
10 evaluate the work performed or being performed under this Agreement and the
11 premises in which it is being performed.

12 25.4.2 CONTRACTOR shall make its books and financial records
13 available within the borders of Orange County within ten (10) days of receipt
14 of written demand by ADMINISTRATOR.

15 25.4.3 In the event CONTRACTOR does not make available its books
16 and financial records within the borders of Orange County, CONTRACTOR agrees
17 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
18 designee, necessary to obtain CONTRACTOR's books and financial records.

19 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
20 COUNTY's liability to the State or Federal government or any agency thereof
21 resulting from any disallowances or other audit exceptions to the extent that
22 such liability is attributable to CONTRACTOR's failure to perform under this
23 Agreement.

24 25.5 Evaluation Studies:

25 25.5.1 CONTRACTOR shall participate as requested by COUNTY in
26 research and/or evaluative studies designed to show the effectiveness and/or
27 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
28 project.

1 26. PERSONNEL DISCLOSURE

2 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
3 all personnel providing services hereunder, including résumés and job
4 applications. Changes to the list will be immediately provided to
5 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
6 application. The list shall include:

7 26.1.1 Names of all full or part-time personnel by title,
8 including volunteer personnel, whose direct services are required to provide
9 the programs described herein;

10 26.1.2 A brief description of the functions of each position and
11 the hours each person works each week; or for part-time personnel, each day or
12 month, as appropriate;

13 26.1.3 The professional degree, if applicable, and experience
14 required for each position; and

15 26.1.4 The language skill, if applicable, for all personnel.

16 26.2 CONTRACTOR's employment applications shall require applicants to
17 provide detailed information regarding the conviction of a crime by any court,
18 for offenses other than minor traffic offenses. Information not disclosed in
19 the employment application discovered subsequent to the hiring or promotion of
20 any applicant shall be cause for termination of that employee from the
21 performance of services under this Agreement.

22 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
23 COUNTY, criminal record background checks on all employees and/or volunteers
24 who will provide services under this Agreement. Candidates will satisfy
25 background checks consistent with and comparable to those required for COUNTY
26 employees.

27 26.4 CONTRACTOR warrants that all persons employed or otherwise
28 assigned by CONTRACTOR to provide services under this Agreement have

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

10 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
11 arrest and/or subsequent conviction, for offenses other than minor traffic
12 offenses, of any paid employee and/or volunteer staff performing services
13 under this Agreement, when such information becomes known to CONTRACTOR.
14 ADMINISTRATOR may determine whether such employee and/or volunteer may
15 continue to provide services under this Agreement and shall provide notice of
16 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
17 with ADMINISTRATOR's decision shall be deemed a material breach of this
18 Agreement, pursuant to Paragraph 18 above.

19 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
20 staff performing work hereunder and any proposed changes in CONTRACTOR's
21 staff.

22 26.7 COUNTY shall have the right to require CONTRACTOR to remove any
23 employee from the performance of services under this Agreement. At the
24 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

25 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
26 terminated for cause from working on this Agreement.

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1 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
2 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
3 work in accordance with the terms and conditions of this Agreement.

4 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

22 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

23 28.1 In order to comply with child support enforcement requirements of
24 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
25 of the award of this Agreement:

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

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

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

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

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, volunteers, consultants, or agents performing services under this Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employee, volunteer, consultant or agent to sign a statement acknowledging the child

1 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
2 Penal Code and the dependent adult and elder abuse reporting requirements as
3 set forth in Section 15630 of the WIC and will comply with the provisions of
4 these code sections as they now exist or as they may hereafter be amended.

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

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

11 31. CONFIDENTIALITY

12 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
13 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
14 and all other provisions of law, and regulations promulgated thereunder
15 relating to privacy and confidentiality, as each may now exist or be hereafter
16 amended.

17 31.2 All records and information concerning any and all persons
18 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
19 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
20 volunteers. CONTRACTOR shall require all of its employees, agents,
21 subcontractors and volunteer staff who may provide services for CONTRACTOR
22 under this Agreement to sign an agreement with CONTRACTOR before commencing
23 the provision of any such services, to maintain the confidentiality of any and
24 all materials and information with which they may come into contact, or the
25 identities or any identifying characteristics or information with respect to
26 any and all participants referred to CONTRACTOR by COUNTY, except as may be
27 required to provide services under this Agreement or to those specified in
28 this Agreement as having the capacity to audit CONTRACTOR, and as to the

1 latter, only during such audit. CONTRACTOR shall comply with any audits
2 specified in Paragraph 25, provide reports and any other information required
3 by COUNTY in the administration of this Agreement, and as otherwise permitted
4 by law.

5 31.3 CONTRACTOR shall inform all of its employees, agents,
6 subcontractors, volunteers and partners of this provision and that any person
7 violating the provisions of said State law may be guilty of a crime.

8 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
9 be subject to the confidentiality requirements of this Agreement.

10 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
11 with respect to Juvenile Court matters, in accordance with WIC Section 827,
12 all applicable statutes, case law, and Orange County Juvenile Court Policy
13 regarding Confidentiality, as it now exists or may hereafter be amended.

14 31.5.1 No access, disclosure or release of information regarding
15 a child who is the subject of Juvenile Court proceedings shall be permitted
16 except as authorized. If authorization is in doubt, no such information shall
17 be released without the written approval of a Judge of the Juvenile Court.

18 31.5.2 CONTRACTOR must receive prior written approval of the
19 Juvenile Court before allowing any child to be interviewed, photographed or
20 recorded by any publication or organization or to appear on any radio,
21 television or internet broadcast or make any other public appearance. Such
22 approval shall be requested through child's Social Worker.

23 31.5.3 Attorney Client Confidentiality Requirements: In the
24 event Contractor Partner Agency is a legal assistance provider, nothing in
25 this Agreement shall allow COUNTY or the State of California to engage in any
26 conduct that would impair the attorney-client relationship between CONTRACTOR
27 and its clients, as that relationship is customarily defined in the legal
28 community; and, in particular, nothing herein shall require CONTRACTOR to

1 reveal attorney-client privileged information, nor allow COUNTY or the State
2 to interfere with any other legal and ethical duties CONTRACTOR owes to its
3 clients. To the extent COUNTY, in fulfilling its contractual obligations
4 and/or its obligations under State or Federal law, finds it necessary to
5 examine documents or files prepared by CONTRACTOR in the course of its
6 confidential relationship with its clients, CONTRACTOR may delete information
7 which would identify clients from such documents or files before they are
8 examined by COUNTY.

9 32. COPYRIGHT ACCESS

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

14 33. WAIVER

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

23 34. PETTY CASH

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

26 35. PUBLICITY

27 35.1 Information and solicitations, prepared and released by
28 CONTRACTOR, concerning the services provided under this Agreement shall state

1 that the program, wholly or in part, is funded through COUNTY, State and
2 Federal government funds.

3 35.2 CONTRACTOR shall not disclose any details in connection with this
4 Agreement to any person or entity except as may be otherwise provided
5 hereunder or required by law. However, in recognizing CONTRACTOR's need to
6 identify its services and related clients to sustain itself, COUNTY shall not
7 inhibit CONTRACTOR from publishing its role under this Agreement within the
8 following conditions:

9 35.2.1 CONTRACTOR shall develop all publicity material in a
10 professional manner; and

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

16 36. COUNTY RESPONSIBILITIES

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

19 37. REFERRALS

20 37.1 CONTRACTOR shall provide services to individuals referred by
21 ADMINISTRATOR.

22 38. REPORTS

23 38.1 CONTRACTOR shall provide information deemed necessary by
24 ADMINISTRATOR to complete any State-required reports related to the services
25 provided under this Agreement.

26 38.2 CONTRACTOR shall maintain records and submit reports containing
27 such data and information regarding the performance of CONTRACTOR's services,
28 costs or other data relating to this Agreement, as may be requested by

1 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
2 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

3 39. ENERGY EFFICIENCY STANDARDS

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

7 40. ENVIRONMENTAL PROTECTION STANDARDS

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

14 40.1 No facility to be utilized in the performance of the proposed
15 grant has been listed on the EPA List of Violating Facilities;

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

20 40.3 It will notify COUNTY and EPA about any known violation of the
21 above laws and regulations.

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

24 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
25 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those
26 provisions set down by the OMB and published in the Federal Register dated
27 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
28 regulations, it is mutually understood that any contract which utilizes

1 Federal monies in excess of \$100,000 must contain and CONTRACTOR must certify
2 compliance utilizing a form provided by ADMINISTRATOR that cites the
3 following:

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

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

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

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

26 3) He or she will include the language of this
27 certification in all subcontract awards at any tier and require that all
28

1 recipients of subcontract awards in excess of \$100,000 shall certify and
2 disclose accordingly.

3 C. Submission of this certification and disclosure is a
4 prerequisite for making or entering into this Agreement imposed by Section
5 1352, Title 31, USC. Any person who makes an expenditure prohibited under
6 this provision or who fails to file or amend the disclosure form to be filed
7 or amended by this provision, shall be subject to a civil penalty of not less
8 than \$10,000, and not more than \$100,000, for each such failure.

9 42. POLITICAL ACTIVITY

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

13 43. TERMINATION PROVISIONS

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

21 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to
22 cooperate with ADMINISTRATOR in the orderly transfer of service
23 responsibilities, active case records, and pertinent documents.

24 43.3 The obligations of COUNTY under this Agreement are contingent upon
25 the availability of Federal and/or State funds, as applicable, for the
26 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
27 for the services hereunder in the budget approved by the Orange County Board
28 of Supervisors each fiscal year this Agreement remains in effect or operation.

1 In the event that such funding is terminated or reduced, ADMINISTRATOR may
2 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
3 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
4 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
5 notification of such determination. CONTRACTOR shall immediately comply with
6 ADMINISTRATOR's decision.

7 43.4 If any provision of this Agreement or the application thereof is
8 held invalid, the remainder of this Agreement shall not be affected thereby.

9 44. GOVERNING LAW AND VENUE

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

19 45. SIGNATURE IN COUNTERPARTS

20 The parties agree that separate copies of this Agreement may be signed
21 by each of the parties, and this Agreement will have the same force and effect
22 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: _____
CATHY SEELIG
EXECUTIVE DIRECTOR
FRIENDLY CENTER, INC.

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

Dated: _____

Dated: _____

By: _____
CAROL WILLIAMS
EXECUTIVE DIRECTOR
INTERVAL HOUSE

By: _____
CITY OF ORANGE
RICK OTTO
INTERIM CITY MANAGER

Dated: _____

Dated: _____

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

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

Dated: _____

By: _____
Robin Stieler
Interim Clerk of the Board
County of Orange, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: annette loo
DEPUTY

Dated: 4/30/15

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EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
FRIENDLY CENTER, INC.
AND
CITY OF ORANGE
AND
INTERVAL HOUSE
AND
WESTERN YOUTH SERVICES
FOR THE PROVISION OF
SERVICES PROMOTING SAFE AND STABLE FAMILIES,
DIFFERENTIAL RESPONSE, AND FAMILY STABILIZATION

1. POPULATION TO BE SERVED

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

1 jurisdiction of the Orange County Juvenile court; military families (active
2 and veteran); and persons with disabilities. The population to be served as
3 defined in this Paragraph shall hereinafter be referred to as "PARTICIPANTS"
4 or "FAMILIES."

5 1.2 Contractor shall provide Family Resource Center (FRC) services
6 primarily to those PARTICIPANTS residing in the city of Orange and surrounding
7 communities.

8 1.3 CONTRACTOR shall provide Differential Response (DR) services to
9 PARTICIPANTS including: birth, kinship, blended, adoptive, and foster families
10 with children birth to eighteen (0-18) years who are at risk for child abuse
11 and/or neglect and who have been identified by Social Services Agency (SSA)
12 Children and Family Services (CFS) Division as likely to make needed changes
13 to improve child safety.

14 1.4 CONTRACTOR shall provide Family Stabilization (FS) services to
15 PARTICIPANTS including California Work Opportunity and Responsibility to Kids
16 (CalWORKs) program recipients who are experiencing an identified situation
17 and/or crisis that is destabilizing the family and would interfere with the
18 adult clients' ability to participate in Welfare-to-Work (WTW) activities and
19 services.

20 1.5 CONTRACTOR shall provide DR and FS services to PARTICIPANTS
21 residing in the following cities: Brea, Irvine, Orange, Tustin, North Tustin,
22 Villa Park, Yorba Linda, and surrounding unincorporated areas.

23 2. PSSF & CBCAP FUNDING REQUIREMENTS

24 2.1 CONTRACTOR shall provide services/activities as described in
25 Paragraph 5 below to address one (1) or more of the seven (7) Promoting Safe
26 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,
27 and addressing all four (4) of the PSSF service categories defined in
28 Subparagraphs 2.3.1 through 2.3.4 below.

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

3 2.2.1 Children are, first and foremost, protected from abuse
4 and neglect.

5 2.2.2 Children are safely maintained in their own homes
6 whenever possible and appropriate.

7 2.2.3 Children have permanency and stability in their living
8 situations.

9 2.2.4 The continuity of family relationships and connections is
10 preserved for children.

11 2.2.5 Families have enhanced capacity to provide for their
12 children's needs.

13 2.2.6 Children receive appropriate services to meet educational
14 needs.

15 2.2.7 Children receive adequate services to meet physical and
16 mental health needs.

17 2.3 The four (4) PSSF service categories are as follows:

18 2.3.1 Family Preservation: Family Preservation (FP) services
19 typically are designed to help families alleviate crises that might lead to
20 out-of-home placement of children; maintain the safety of children in their
21 own homes; and assist families in obtaining services and other supports
22 necessary to address their multiple needs in a culturally responsive manner.

23 2.3.2 Family Support: Family Support services are primarily
24 community-based preventive activities designed to alleviate stress and promote
25 parental competencies and behaviors that will increase the ability of families
26 to successfully nurture their children; enable families to use other resources
27 and opportunities available in the community; and create supportive networks

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1 to enhance child-rearing abilities of parents and help compensate for the
2 increased social isolation and vulnerability of families.

3 2.3.3 Time-Limited Family Reunification: Time-Limited Family
4 Reunification (TLFR) are services and activities provided to a child who is
5 removed from the child's home and placed in a foster family home or a child
6 care institution. These services are also for the parents or primary
7 caregiver for the child, in order to facilitate the reunification of the child
8 safely and appropriately during the court ordered family reunification period.
9 TLFR services include individual, group, and family counseling; inpatient,
10 residential, or outpatient substance abuse treatment services; mental health
11 services; assistance to address domestic violence; temporary child care and
12 therapeutic services for families, including crisis nurseries; and
13 transportation to and from any of the above services.

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

19 2.4 Unless specified otherwise, the services described below in
20 Subparagraphs 5.1 through 5.25 addresses each of the four (4) PSSF categories
21 described above in Subparagraphs 2.3.1 through 2.3.4.

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

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1 understanding, appreciation and knowledge of diverse populations in order to
2 effectively prevent and treat child abuse and neglect.

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

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

19 3. HOURS OF OPERATION

20 3.1 CONTRACTOR shall provide services during hours that are responsive
21 to the needs of PARTICIPANTS. At a minimum, CONTRACTOR shall provide services
22 Monday through Friday from 9:00 a.m. to 6:00 p.m., except COUNTY holidays as
23 established by the Orange County Board of Supervisors. Weekly hours shall
24 include a minimum of two (2) weeknights until 8:00 p.m. or one (1) weekend day
25 for a minimum of four (4) hours to meet community needs. FRC operating hours
26 must be submitted to ADMINISTRATOR for approval. CONTRACTOR may off-set
27 regular hours based on the FRC being open for services evenings and/or
28 weekends. For example, services hours on Tuesday and Thursday may be adjusted

1 to 11:00 a.m. to 8:00 p.m. Any changes to the regular schedule must be pre-
2 approved, in writing, by ADMINISTRATOR. FRC shall provide a phone messaging
3 system to record messages and post a sign with an emergency contact name and
4 telephone number for PARTICIPANTS who may call or visit the FRC after hours.

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

14 4. FACT GENERAL REQUIREMENTS

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

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

23 4.2 Operate as a collaborative that includes Contractor Partner
24 Agencies, which are FaCT-Funded, and a minimum of two (2) Non-FaCT Funded
25 Partner Agency(ies) who are providing onsite services at the FRC.

26 4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of
27 understanding or agreement specifying their commitment to provide services
28 throughout the term of this Agreement.

1 4.4 Designate Friendly Center, Inc. to function as both the designated
2 lead agency and the program management lead agency. The fiscal and program
3 management responsibilities shall include those referenced in Paragraph 19 of
4 this Agreement.

5 4.5 Provide bilingual staff responsible for direct services that are
6 language appropriate.

7 4.6 Provide services that are cultural responsive to the needs of the
8 community to be served.

9 4.7 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network
10 Administrative Services (FNAS) provider, by attending required meetings,
11 trainings, completing data entry into FaCT database system, and engaging with
12 the FaCT Network in activities related to the FaCT mission and vision.

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

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

23 4.10 Collaborate with COUNTY staff and COUNTY's contracted DR and FS
24 services staff who provide services to SSA clients residing in the DR and FS
25 Service Region as referenced in Subparagraph 1.5.

26 4.11 Collaborate with SSA DR Social Workers in engaging families in
27 services to improve child safety and provide DR services, described in
28 Subparagraphs 5.22 through 5.25, to clients residing in all cities within the

1 DR Service Region as referenced in Subparagraph 1.5. For the purpose of
2 expanding service accessibility to DR service for clients, and where possible,
3 the FRC will outstation DR staff at other FaCT FRCs or facilities approved by
4 ADMINISTRATOR.

5 4.11.1 DR services are appropriate when reported allegations
6 meet statutory definitions of abuse or neglect at low to moderate risk and an
7 initial assessment made by SSA's CFS Division determines that with targeted
8 services a family is likely to make needed changes to improve child safety.

9 4.11.2 The County's DR primary goal is to engage a greater
10 number of families in services within the community without bringing them into
11 the child welfare system and, at the same time, reduce the recurrence of child
12 abuse.

13 4.12 Collaborate with COUNTY's CalWORKs WTW FS Program workers to
14 increase client success in program participation and provide FS services,
15 described in Subparagraph 5.26 to clients residing in FS Service Region as
16 referenced in Subparagraph 1.5. For the purpose of expanding service
17 accessibility to FS service for clients, and where possible, the FRC will
18 outstation FS staff at other FaCT FRCs or facilities approved by
19 ADMINISTRATOR.

20 4.12.1 FS is designed to ensure a basic level of stability
21 within a family prior to, or concurrently with, participation in WTW
22 activities. Regulations require that counties inform CalWORKs applicants and
23 recipients that short-term FS services are available to assist individuals and
24 their families who are experiencing a crisis or situation that destabilizes
25 the family and impairs the client's ability to meet WTW participation
26 requirements.

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1 4.12.2 The goal of FS is to increase client success in the WTW
2 program through intensive case management and the assignment of participants
3 to additional barrier-removal services and activities.

4 5. SERVICES

5 Throughout this Exhibit, the Contractor Partner Agencies shall
6 hereinafter be referred to as: Friendly Center, Inc. (FC), City of Orange
7 (CO), Interval House (IH), and Western Youth Services (WYS).

8 5.1 Clinical Supervision (WYS):

9 5.1.1 WYS shall provide Clinical Supervision services to ensure
10 the quality of counseling services provided at the FRC.

11 5.1.2 Clinical Supervision services shall include, but are not
12 limited to: individual and group clinical supervision for counselor(s) at the
13 FRC, recruitment and supervision of Master's level counseling interns, case
14 consultation, verification of laws of confidentiality, and ensuring that child
15 and elder/dependent adult abuse reporting requirements are followed.

16 5.1.3 Clinical Supervision services shall be provided for a
17 minimum of two (2) hours per week and shall be based on the CONTRACTOR's
18 counseling agency supervision requirements.

19 5.1.4 Clinical Supervision shall be offered continuously
20 throughout the term of this Agreement.

21 5.1.5 WYS shall provide qualified licensed Clinical Supervisor
22 as specified in Subparagraph 14.6 of this Exhibit.

23 5.2 Counseling Services (WYS):

24 5.2.1 The objectives of Counseling Services are as follows:

25 5.2.1.1 Increase the availability of counseling
26 services for appropriate non Medi-Cal clients, underinsured clients, and
27 clients experiencing barriers to accessing mental health services.

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

3 5.2.1.3 Increase access to social support systems.

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

7 5.2.1.5 Reduce risk of violence in the home.

8 5.2.1.6 Improve individual and family functioning.

9 5.2.2 WYS shall provide Crisis, Individual, and Group
10 Counseling services for a minimum of one hundred and thirty-five (135)
11 unduplicated PARTICIPANTS annually. Counseling services shall include, but
12 not be limited to providing emotional support; stabilizing immediate crisis;
13 and developing goals for PARTICIPANTS who are experiencing a crisis due to
14 interpersonal conflicts, family crisis, difficult parenting issues,
15 challenging child needs, and/or traumatic loss. Services shall address
16 parenting issues, cycle of abuse, victimization, enhance family dynamic and
17 make appropriate linkages to all needed treatment programs and social support
18 systems. The Counselor and/or designee, as approved by ADMINISTRATOR, shall
19 attend the FRC Case Management Team meetings.

20 5.2.3 WYS shall provide Crisis, Individual, and Group
21 Counseling services during the term of this Agreement by appointment during
22 FRC operating hours. WYS may also schedule evening hours at the request of
23 PARTICIPANTS.

24 5.2.4 WYS shall provide Crisis Counseling for a minimum of
25 thirty (30) individuals annually. WYS shall offer Crisis Counseling services
26 for a minimum of one (1) session and not exceed four (4) sessions per
27 PARTICIPANT. WYS shall Crisis Counseling on a weekly basis, once a week, for
28 a minimum of four (4) sessions and a maximum of twenty (20) sessions per

1 PARTICIPANT. Crisis Counseling sessions shall be a minimum of fifty (50)
2 minutes in duration. Crisis counseling shall be based on motivational
3 interviewing and solution focused crisis intervention.

4 5.2.5 WYS shall provide Individual Counseling for a minimum of
5 fifteen (15) individuals annually. WYS shall provide Individual Counseling on
6 a weekly basis, once a week, for a minimum of four (4) and maximum of twenty
7 (20) sessions per PARTICIPANT. Individual counseling sessions shall be a
8 minimum of fifty (50) minutes in duration or as clinically indicated by the
9 counselor. WYS shall use a model based on trauma focused Cognitive Behavioral
10 Therapy and/or other evidence based or evidence informed model to provide
11 Individual Counseling services.

12 5.2.6 WYS shall provide Group Counseling services for a minimum
13 of ninety (90) individuals annually. WYS shall offer eight (8) series of
14 Group Counseling annually. Each series shall consist six of (6) weekly
15 sessions, with each session as a stand-alone covering a topic consistent with
16 other topics. Group Counseling sessions shall be a minimum of one (1) hour in
17 duration. Individuals shall be grouped appropriately according to their age,
18 gender, and role for group counseling. PARTICIPANTS can join at any time and
19 will be considered as having successfully completed group counseling after
20 attending six (6) sessions.

21 5.2.7 WYS shall provide qualified, bilingual licensed/licensed
22 eligible Counselor staff as specified in Subparagraph 14.8 of this Exhibit.

23 5.3 Family Support Services (FC):

24 5.3.1 The objectives of Family Support Services are as follows:

25 5.3.1.1 Increase families' follow-through with
26 service providers.

27 5.3.1.2 Increase access to resources.

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1 5.3.1.3 Increase effective coordination of services
2 among providers.

3 5.3.1.4 Assist in accessing resources so families may
4 achieve economic self-sufficiency.

5 5.3.2 FC shall provide Family Support Services for a minimum of
6 one hundred twenty-five (125) unduplicated FAMILIES annually. Family Support
7 Services are those services employing a case manager (e.g., Family Support
8 Specialist) responsible for assessing the strengths and meeting the multiple
9 needs of a PARTICIPANT and family: arranging, coordinating, monitoring,
10 evaluating, and advocating for multiple services for families. The primary
11 goal of case management shall be to link PARTICIPANTS with multiple needs to
12 resources, services, and opportunities. The Family Support Specialist shall
13 also teach and empower PARTICIPANTS to access community resources and
14 opportunities and strengthen problem solving skills.

15 5.3.3 FC shall provide Family Support Services continuously
16 throughout the term of this Agreement during FRC operating hours or at dates
17 and times convenient for PARTICIPANTS. FC shall provide Family Support
18 Services for a minimum of thirty (30) days.

19 5.3.4 FC shall primarily provide Family Support Services in
20 family's home, at the FRC, or at other community locations as needed with
21 advance written approval by ADMINISTRATOR.

22 5.3.5 FC shall provide qualified, bilingual Family Support
23 Specialist staff as specified in Subparagraph 14.15 of this Exhibit.

24 5.4 Foster and Adoptive Parent Recruitment (FC):

25 5.4.1 The objective of Foster and Adoptive Parent Recruitment
26 services is to increase foster/adoptive awareness to prospective caregivers.

27 5.4.2 FC shall help promote, in collaboration with
28 ADMINISTRATOR, the need for foster and adoptive resources for children in need

1 of a permanent home. Promotional activities may include, but are not limited
2 to: displaying media or printed material at the FRC, promotion at community
3 events/workshops, and distribution of flyers and other marketing materials to
4 local community residents. The FRC Coordinator shall coordinate the delivery
5 of this service.

6 5.4.3 FC shall refer a minimum of ten (10) prospective
7 Foster/Adoptive parents to SSA annually, contact a minimum of two hundred and
8 fifty (250) participants annually through outreach speaking engagements, and
9 distribute Foster and Adoptive Parent Recruitment flyers to a minimum of two
10 thousand (2,000) PARTICIPANTS annually.

11 5.4.4 Foster and Adoptive Parent Recruitment services shall be
12 offered continuously throughout the term of this Agreement.

13 5.4.5 FC's Foster and Adoptive Parent Recruitment Services
14 shall address only the following PSSF service category: APS

15 5.4.6 FC shall provide qualified Foster and Adoptive Parent
16 Recruiter staff (e.g., FRC Coordinator) to provide this service as specified
17 in Subparagraph 14.16 of this Exhibit.

18 5.5 FRC Case Management Team (WYS):

19 5.5.1 The objectives of FRC Case Management Team (FRC CMT)
20 services are as follows:

21 5.5.1.1 Increase collaboration among Contractor
22 Partner Agencies to effectively coordinate services.

23 5.5.1.2 Improve resource linkages.

24 5.5.1.3 Improve individual and family functioning.

25 5.5.1.4 Decrease duplication of services.

26 5.5.1.5 Build the capacity of communities and FRC to
27 address the needs of children and families.

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1 5.5.2 The FRC CMT consists of an integrated multidisciplinary
2 team comprised of three (3) or more persons trained and qualified to provide
3 services. The FRC CMT is responsible for identifying the educational, health,
4 or social service needs of a child and child's family and for developing a
5 plan to address these multiple needs as identified in Welfare and Institutions
6 Code (WIC) section 18986.40. Participants of the FRC CMT shall include all
7 Contractor Partner Agencies and Non-FaCT Funded Partners Agency
8 representatives that would benefit the family. In addition to the
9 participation of the Contractor Partner Agencies, local Miscellaneous Order
10 Number 534.3 specifies that multidisciplinary services team composition
11 include at least two (2) members from the following: Orange County Probation
12 Department, Orange County Health Care Agency, Orange County Department of
13 Education, Regional Center of Orange County, North Orange County Regional
14 Occupational Program, and Orange County SSA.

15 5.5.3 WYS, in coordination with Contractor Partner Agencies,
16 shall provide FRC CMT services for a minimum of seventy-five (75) unduplicated
17 FAMILIES annually. FRC CMT services shall include, but are not limited to,
18 the following components:

19 5.5.3.1 Assessment: The FRC CMT Clinical Supervisor,
20 based on input from the CMT, shall complete an assessment of PARTICIPANTS'
21 strengths and needs, and community resources available to PARTICIPANT.

22 5.5.3.2 Individualized Treatment Plan: On the basis
23 of the assessment in 5.5.3.1, the shall develop an individualized treatment
24 plan with the PARTICIPANT that identifies priorities, desired outcomes, the
25 strategies and resources to be used to attain the outcomes, follow up, and
26 termination.

27 5.5.3.3 Reassessment: The FRC CMT Clinical
28 Supervisor and CMT shall reassess the PARTICIPANT's status, with input from

1 Contractor Partner Agencies, in a weekly clinical review of cases. FRC CMT
2 meetings shall provide weekly evaluations and assessment for PARTICIPANTS.

3 5.5.3.4 Termination: The FRC CMT Clinical Supervisor
4 and CMT shall jointly terminate the case when the desired outcomes have been
5 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

6 5.5.4 WYS in coordination with Contractor Partner Agencies
7 shall provide FRC CMT services continuously throughout the term of this
8 Agreement during FRC hours of operation. FRC CMT meetings shall be scheduled
9 a minimum of one (1) day per week for a minimum of one (1) hour in duration.
10 The FRC CMT Clinical Supervisor shall facilitate FRC CMT meetings.

11 5.5.5 WYS shall complete the required forms referenced in
12 Subparagraph 4.9 and also the FRC CMT Tracking and Outcomes Log specified in
13 Subparagraph 8.4.

14 5.5.6 WYS shall provide qualified FRC CMT Clinical Supervisor
15 staff to facilitate FRC CMT meetings, as specified in Subparagraph 14.17 of
16 this Exhibit.

17 5.6 Information and Referral Services (FC):

18 5.6.1 The objective of Information and Referral Services is to
19 increase access to community resources for families in need.

20 5.6.2 FC shall provide Information and Referral Services for a
21 minimum of three thousand (3,000) unduplicated PARTICIPANTS annually.
22 Information and Referral Services shall include an assessment of need and
23 referral services including, but not limited to the following: assessment of
24 needs, referral to emergency housing, emergency food, family counseling,
25 childcare, substance abuse counseling and treatment, parent education, utility
26 assistance, health and mental health treatment, education and job training,
27 legal aid, and youth academic and recreation services. Information and
28 Referral Specialist shall collaborate with other community agencies by

1 receiving and referring clients, which may include, but not limited to 2-1-1
2 Orange County, Help Me Grow, etc.

3 5.6.3 Information and Referral Specialist shall be stationed at
4 the FRC reception area as the first point of contact for walk-in and
5 telephone/email inquiries during FRC operating hours. Information and
6 Referral Services shall be offered during FRC operating hours.

7 5.6.4 FC shall provide qualified, bilingual Information and
8 Referral Specialist staff as specified in Subparagraph 14.21 of this Exhibit.

9 5.7 Other Services - Afterschool Academic Assistance (FC)

10 5.7.1 The objectives for Afterschool Academic Assistance
11 services are as follows:

12 5.7.1.1 Assist PARTICIPANTS improve their
13 understanding of the subject matter for which they are receiving tutoring
14 services.

15 5.7.1.2 Assist PARTICIPANTS increase their academic
16 performance.

17 5.7.2 FC shall provide Afterschool Academic Assistance services
18 to a minimum of two hundred (200) unduplicated PARTICIPANTS annually.
19 Afterschool Academic Assistance service is comprised of three components:
20 Tutoring for Youth, Tutoring for Middle School, and Tutoring for High School
21 students. Afterschool Academic Assistance services includes, but are not
22 limited to, the following: after school homework tutoring, development of
23 academic skills and responsibilities, computer lab research, word processing,
24 literature and science curriculum, and academic enrichment. Tutoring for
25 Youth includes, but is not limited to, the following: building study skills,
26 homework assistance, and remedial assistance. Tutoring for Middle School
27 includes, but is not limited to, the following: homework assistance, study
28 and computer skills, and encouragement of lifelong learning. Tutoring for

1 High School includes, but is not limited to, the following: homework
2 assistance, subject tutoring, enrichment, application assistance and
3 preparation to pass the California High School Exit Exam, career exploration,
4 and college preparation and support.

5 5.7.3 FC shall provide Afterschool Academic Assistance services
6 on a drop-in basis from Monday through Thursday during the academic school
7 year and for six (6) weeks during the summer. Afterschool Academic Assistance
8 services shall be available from 2:30 p.m. to 6:00 p.m. for PARTICIPANTS in
9 elementary and middle schools, and from 6:00 p.m. to 8:00 p.m. for
10 PARTICIPANTS in middle and high school.

11 5.7.4 FC shall provide qualified Education Specialist staff as
12 specified in Subparagraph 14.12 of this Exhibit.

13 5.8 Other Services - Back in Control Series (FC):

14 5.8.1 FC shall provide Back in Control Program for parents with
15 at-risk adolescent children ages eight through eighteen (8-18) years who are
16 strong willed, display disruptive behavior, make poor choices, and/or have a
17 history with local police or school administration.

18 5.8.2 FC shall provide forty-three (43) two (2) hour sessions
19 to a minimum of one hundred thirty (130) unduplicated PARTICIPANTS (parents
20 and children) annually. PARTICIPANTS shall attend a minimum of four (4) group
21 sessions and may attend additional group session as needed. Back in Control
22 Program is comprised of a lecture, group participation, and homework
23 assignment/review. Back in Control Program shall include, but not be limited
24 to the following: setting behavioral goals, parental authority, define family
25 rules, and learn how to consistently enforce the rules while creating a loving
26 environment.

27 5.8.3 FC shall provide qualified Back in Control Facilitator
28 staff as specified in Subparagraph 14.4 of this Exhibit.

1 5.9 Other Services - Community Education and Outreach Program (CO):

2 5.9.1 The City of Orange, through the Orange Police Department
3 (OPD), shall provide a minimum of one (1) Community Education and Outreach
4 Program to a minimum of thirty (30) unduplicated PARTICIPANTS annually. The
5 Community Education and Outreach Program is comprised of a minimum of five (5)
6 sessions. Community Education and Outreach shall increase awareness on topics
7 relevant to members of the community and may include, but are not limited to,
8 presentations by various units of the Police Department such as Traffic,
9 Detectives, Patrol, Gang, Narcotics etc. to foster a mutually beneficial
10 relationship for the participants and officers. Each session shall be a
11 minimum of two (2) hours in duration and the series shall conclude with a
12 graduation at the Police Department with a station tour. Participants will
13 receive a certificate of completion. The Program shall be marketed to a
14 specific community population group most likely to benefit from the Community
15 Education Program. CO shall provide marketing materials and supplies required
16 for each event and will be eligible for reimbursement through this Agreement.

17 5.9.2 CO shall provide the personnel necessary to conduct
18 Community Education and Outreach Program event at no cost to the FRC or
19 COUNTY.

20 5.10 Other Services - Domestic Violence Counseling (IH):

21 5.10.1 IH shall provide Domestic Violence Counseling services
22 for a minimum of sixteen (16) unduplicated PARTICIPANTS annually. Domestic
23 Violence Counseling services shall be goal oriented and topic focused and
24 shall include, but is not limited to, the following: develop problem solving
25 skills; emotional support; increased control in life situations; enhanced
26 self-esteem; assist victims trapped in domestic violence situations;
27 individualized counseling plans; incorporate time limited goals for the family
28 and children in placement specific to PARTICIPANTS' reunification plans, as

1 applicable; and appropriate linkages to all needed treatment programs and
2 social support systems. The Personal Empowerment Program Instructor, as
3 approved by ADMINISTRATOR, shall attend the FRC's CMT meetings.

4 5.10.2 IH shall provide Domestic Violence Counseling services
5 continuously throughout the term of this Agreement, by appointment Monday
6 through Friday during FRC operating hours. IH may also schedule evening hours
7 at the request of PARTICIPANTS. Domestic Violence Counseling sessions shall
8 be a minimum of one (1) hour in duration, or as clinically indicated by the
9 clinician and offered to PARTICIPANTS on a weekly basis. IH shall offer a
10 minimum of three (3) weeks of counseling sessions for each PARTICIPANT.

11 5.10.3 IH shall provide qualified Personal Empowerment Program
12 Instructor staff as specified in Subparagraph 14.24 of this Exhibit.

13 5.11 Other Services - Domestic Violence Legal Assistance (IH):

14 5.11.1 IH shall provide Domestic Violence Legal Assistance
15 services for a minimum of fourteen (14) unduplicated PARTICIPANTS annually.
16 Domestic Violence Legal Assistance services, comprised of individual and
17 group, legal clinics and legal counseling, shall include, but not be limited
18 to, the following: assistance with restraining orders; custody and family law
19 information; filing court paperwork; advocacy; preparation for court
20 appearance; court appearance accompaniment; attorney representation; legal
21 resources; legal and court process education; justice system protection and
22 navigation; and make appropriate linkages to all needed treatment programs and
23 social support systems. The PEP Instructor, as approved by ADMINISTRATOR,
24 shall attend the FRC's CMT meetings.

25 5.11.2 IH shall provide Domestic Violence Legal Assistance
26 services to each PARTICIPANT continuously throughout the term of this
27 Agreement during FRC operating hours. IH may also schedule evening hours at
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1 the request of PARTICIPANTS. Domestic Violence Legal Assistance services
2 shall be a minimum of ten (10) hours for each PARTICIPANT.

3 5.11.3 IH shall provide Domestic Violence Legal Assistance
4 services in a confidential office space at the FRC, or other community
5 locations with advance written approval by ADMINISTRATOR, provided that these
6 location can accommodate the confidentiality of the service.

7 5.11.4 IH shall provide qualified Family Law Attorney staff as
8 specified in Subparagraph 14.13 of this Exhibit.

9 5.12 Other Services - Emergency Assistance (FC):

10 5.12.1 FC shall provide Emergency Assistance services to a
11 minimum of four hundred (400) unduplicated PARTICIPANTS annually. Emergency
12 Assistance services shall include, but is not limited to, the following:
13 assistance with emergency food, rent, utilities, and clothing.

14 5.12.2 FC shall provide Emergency Assistance services
15 continuously throughout the term of this Agreement, during FRC operating
16 hours.

17 5.12.3 FC shall provide qualified Family Services Assistant
18 staff as specified in Subparagraph 14.14 of this Exhibit.

19 5.13 Other Services - Family Fun Events (FC):

20 5.13.1 FC shall provide Family Fun Events services to a minimum
21 of five hundred (500) unduplicated PARTICIPANTS annually. Family Fun Events
22 services shall include, but is not limited to, the following: "Spring Fun Day"
23 and "Holiday Outreach." Family Fun Events services shall be comprised of
24 games, activities, and holiday crafts.

25 5.13.2 FC shall provide two (2) Family Fun Events annually.

26 5.13.3 FC shall provide qualified FRC Coordinator staff as
27 specified in Subparagraph 14.18 of this Exhibit.

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5.14 Other Services - Family Support Services (English/Vietnamese)

(FC):

5.14.1 FC shall provide FRC Family Support Services for a minimum of thirty (30) unduplicated PARTICIPANTS annually. Family Support Services are those services employing a case manager (e.g., Family Support Specialist) responsible for assessing the strengths and meeting the multiple the needs of a PARTICIPANT and family, including but not limited to: arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families. The primary goal of case management shall be to link PARTICIPANTS with multiple needs to resources, services, and opportunities. The Family Support Specialist shall also teach and empower PARTICIPANTS to access community resources and opportunities and to strengthen problem solving skills.

5.14.2 FC shall provide Family Support Services continuously throughout the term of this Agreement during FRC operating hours. FC shall provide Family Support Services for a minimum of thirty (30) days.

5.14.3 Family Support Specialist staff, as approved by ADMINISTRATOR, shall attend the FRC's CMT meetings.

5.14.4 FC shall provide qualified Family Support Specialist staff as specified in Subparagraph 14.15 of this Exhibit.

5.15 Other Services - Father Events (FC):

5.15.1 The objectives for Father Events are as follows:

5.15.1.1 Encourage father-child bonding.

5.15.1.2 Encourage positive interaction for fathers and their children.

5.15.2 FC shall provide Father Events for a minimum of fifteen (15) unduplicated families annually. Father Events activities shall include

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1 cultural enrichment, education, and recreation to promote healthy father-child
2 bonding, quality time, and communication.

3 5.15.3 FC shall provide a minimum of four (4) Father Events
4 annually including, but not limited to, the following: Dinner with Dad Movie
5 Night, Story time with Dad, and themed sports nights.

6 5.15.4 FC shall provide qualified FRC Coordinator staff as
7 referenced in Subparagraph 14.18 of this Exhibit.

8 5.16 Other Services - Food Distributions (FC):

9 5.16.1 The objectives for Food Distribution services are to
10 provide healthy supplemental food for families to ensure they have a stable
11 food supply for their children. Food Distribution services shall include, but
12 is not limited to, the following: supportive food programs comprised of the
13 following: commodities; Senior Brown Bag; Mobile Pantry; Kids Café; Food
14 Rescue; weekly and monthly food distribution; and Women, Infants, and Children
15 food voucher program.

16 5.16.2 FC shall provide Food Distributions for a minimum of
17 three thousand (3,000) individuals annually.

18 5.16.3 FC shall provide a minimum of one (1) Food Distribution
19 monthly.

20 5.16.4 FC shall provide qualified Family Services Assistant
21 staff as referenced in Subparagraph 14.14 of this Exhibit.

22 5.17 Other Services - Health and Resource Fair (FC):

23 5.17.1 FC shall provide Health and Resource Fair services to a
24 minimum of two hundred (200) unduplicated PARTICIPANTS annually. FC shall
25 provide a minimum of one (1) Health and Resource Fair event annually for a
26 minimum of three (3) hours in duration. Health and Resource Fair services
27 include, but is not limited to the following: community resources, linkage and
28 information on health insurance, dental care, immunization, nutrition, foster

1 and adoption, health assessments, voter registration, school readiness, and
2 domestic violence intervention.

3 5.17.2 FC shall provide qualified FRC Coordinator staff as
4 specified in Subparagraph 14.18 of this Exhibit.

5 5.18 Out-of-School-Time Youth Program (FC):

6 5.18.1 The objectives of Out-of-School Time Youth Program are as
7 follows:

8 5.18.1.1 Increase social connection amongst peers.

9 5.18.1.2 Provide a safe place for school-aged
10 children.

11 5.18.1.3 Increase enrichment opportunities to enhance
12 academic achievement and healthy social behavior.

13 5.18.2 FC shall provide Out-of-School-Time Youth Program
14 Services for a minimum of eighty (80) unduplicated PARTICIPANTS annually.
15 Out-of-School-Time Youth Program will provide PARTICIPANTS with a safe and
16 nurturing place during after school and non-school hours. Activities may
17 include, but are not limited to: recreation, education, healthy development,
18 artistic and cultural enrichment, and leadership development.

19 5.18.3 FC shall offer Out-of-School-Time activities on Fridays
20 during the academic school year from 2:30 p.m. to 6:00 p.m.

21 5.18.4 FC shall provide qualified Out-of-School-Time Leader
22 staff as specified in Subparagraph 14.22 of this Exhibit.

23 5.19 Parenting Education (WYS):

24 5.19.1 The objectives for Parent Education are as follows:

25 5.19.1.1 Increase social support.

26 5.19.1.2 Enhance coping skills.

27 5.19.1.3 Improve knowledge of child development.

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1 5.19.1.4 Improve knowledge of appropriate and
2 effective discipline.

3 5.19.2 WYS shall utilize the Love and Logic curriculum or other
4 evidence-based or evidence-informed Parenting Education curriculum. Elements
5 of an effective parenting education program shall improve parenting skills and
6 family functioning by teaching parents/caregivers about child development
7 (e.g., developmental expectations), behavior management (e.g., discipline
8 techniques), and coping skills (e.g., communication and stress management).
9 As applicable, parenting education emphasis shall be placed on the prevention
10 of recurrence of child abuse and/or shall address attachment, bonding, and
11 traumatic loss issues.

12 5.19.3 WYS shall provide Parenting Education services for a
13 minimum of sixty (60) unduplicated PARTICIPANTS annually.

14 5.19.4 WYS shall provide a minimum of six (6) Parenting
15 Education series annually. Each series shall be a minimum of six (6) weeks in
16 duration, one (1) class per week with a minimum of ten (10) PARTICIPANTS per
17 class. Parenting Education services shall be provided at dates and times
18 convenient for PARTICIPANTS.

19 5.19.5 WYS shall ensure completion of required paperwork when
20 providing parenting education to PARTICIPANTS receiving child welfare
21 services, including, but not limited to: verification of attendance, issuance
22 of certificates of completion, and verbal and/or written reports to COUNTY
23 Social Workers.

24 5.19.6 WYS shall provide qualified, bilingual Parenting Educator
25 staff as specified in Subparagraph 14.23 of this Exhibit.

26 5.20 Personal Empowerment Program (Certified Domestic Violence
27 Prevention and Treatment Education Program) - General and TLFR Participants
28 (IH):

1 5.20.1 The objectives of Personal Empowerment Program (PEP) are
2 as follows:

3 5.20.1.1 Increase victim's awareness of the threat of
4 domestic violence and its short/long term effects.

5 5.20.1.2 Develop or enhance safety plan for domestic
6 violence victims.

7 5.20.1.3 Increase victim's understanding of the
8 effects domestic violence has on children.

9 5.20.1.4 Increase victim's awareness on the various
10 types of abuse.

11 5.20.1.5 Promote safety and permanency in homes and
12 communities through prevention efforts aimed at child abuse and domestic
13 violence.

14 5.20.2 Personal Empowerment Program services shall be a ten (10)
15 week educational support program to help victims break the cycle of domestic
16 violence through education on the dynamics of domestic violence, effects of
17 violence on victims and their children, and to help victims protect children
18 who live in domestic violence homes. Topics shall include, but are not
19 limited to: safety planning, boundaries, anger management, legal aspects of
20 domestic violence, work through denial, and maintain healthy relationships.
21 Services shall target the general community as well as COUNTY's TLFR
22 population.

23 5.20.3 IH shall provide PEP services to a minimum of forty (40)
24 unduplicated PARTICIPANTS annually.

25 5.20.4 IH shall provide a minimum of ten (10) weeks of
26 educational support programs that shall be offered continuously during the
27 term of this Agreement. Each class shall be a minimum of two (2) hours in
28 duration, at dates and times convenient for PARTICIPANTS.

1 5.20.5 When providing PEP services to COUNTY's TLFR population,
2 IH shall also be required to include, but not be limited to: verification of
3 attendance, issuance of certificates of completion, and verbal and/or written
4 reports to COUNTY Social Workers.

5 5.20.6 IH shall provide qualified, bilingual Personal
6 Empowerment Program Instructor staff as specified in Subparagraph 14.24 of
7 this Exhibit. During the entire term of this Agreement, PEP providers must be
8 approved by the PEP Program Collaborative of Orange County.

9 5.21 Time-Limited Family Reunification Family Fun Activities (FC):

10 5.21.1 The objectives of Time-Limited Family Reunification
11 (TLFR) Family Fun Activities are to increase parent-child bonding and provide
12 a safe and enriching interactive environment for TLFR families.

13 5.21.2 FC shall provide TLFR Family Fun Activities to
14 PARTICIPANTS. In addition to participants referenced in Paragraph 1, TLFR
15 Family Fun Activities may also include children that are removed from their
16 home and placed in a foster family home or a childcare institution and parents
17 or primary caregiver of such a child, in order to facilitate the reunification
18 of the child, safely and appropriately.

19 5.21.3 FC shall provide TLFR Family Fun Activities services for
20 a minimum of fifteen (15) unduplicated FAMILIES annually. TLFR Family Fun
21 Activities shall include supervised and organized activities and events for
22 children of parents and/or caregivers in the reunification process.
23 Activities can include arts and cultural enrichment, education, and recreation
24 to promote healthy parent-child bonding, quality time, and communication. In
25 the event a parent is participating in monitored/supervised visitation while
26 simultaneously participating in a Family Fun Activity, the SSA approved
27 monitor or supervised visitation specialist must be present during the entire
28 length of the Family Fun Activity.

1 5.21.4 FC shall provide a minimum of two (2) TLFR Family Fun
2 Activities (events) annually; topics may include, but are not limited to, the
3 following: Halloween event, Holiday Outreach event in December, and Spring
4 Fun Day. Events shall occur during evening or weekend hours.

5 5.21.5 FC shall provide TLFR Family Fun Activities services at
6 FRC locations or at other community locations as needed with advance written
7 approval by ADMINISTRATOR.

8 5.21.6 FC's TLFR Family Fun Activities services shall address
9 only the following PSSF service category: TLFR.

10 5.21.7 FC shall provide qualified TLFR Family Fun Activities
11 Leader staff (e.g., FRC Coordinator) as specified in Subparagraph 14.26 of
12 this Exhibit.

13 DR Services

14 5.22 Differential Response Case Management Team (WYS):

15 5.22.1 The objectives of Differential Response Case Management
16 Team (DR CMT) services are as follows:

17 5.22.1.1 Increase collaboration among Contractor
18 Partner Agencies on a weekly basis to effectively coordinate DR services.

19 5.22.1.2 Improve resource linkages for DR
20 PARTICIPANTS.

21 5.22.1.3 Improve individual and family functioning for
22 DR PARTICIPANTS.

23 5.22.1.4 Decrease duplication of DR services.

24 5.22.2 The DR CMT, which can be combined with FRC CMT, consists
25 of an integrated multidisciplinary team comprised of three (3) or more persons
26 trained and knowledgeable in providing DR CMT services. The DR CMT is
27 responsible for identifying the educational, health, or social service needs
28 of a child and child's family and for developing a plan to address these

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

10 5.22.3 WYS in coordination with FC shall coordinate with
11 Contractor Partner Agencies to provide DR CMT services for families who have
12 been referred for DR services by SSA. Families referred were reported to SSA
13 with allegations that meet statutory definitions of child abuse or neglect at
14 low to moderate risk and have been assessed as likely to make needed changes
15 to improve child safety if provided targeted services.

16 5.22.4 WYS and FC in coordination with Contractor Partner
17 Agencies shall jointly provide DR CMT services for a minimum of seventy-five
18 (75) unduplicated FAMILIES annually.

19 5.22.5 WYS and FC in coordination with Contractor Partner
20 Agencies shall jointly provide DR CMT services continuously throughout the
21 term of this Agreement. DR CMT meetings shall be scheduled a minimum of one
22 (1) day per week for a minimum of one (1) hour in duration. If the DR CMT
23 meeting is combined with the FRC CMT meeting, the minimum combined duration of
24 the meeting shall be no less than two (2) hours. The DR CMT Clinical
25 Supervisor shall facilitate DR CMT meetings.

26 5.22.6 WYS in coordination with FC shall complete the FaCT
27 standardized DR CMT Tracking and Outcomes Log as well as the required forms
28 referenced in Subparagraph 8.4.

1 5.22.7 WYS shall provide qualified DR CMT Clinical Supervisor
2 staff, as specified in Subparagraph 14.9 of this Exhibit, to facilitate DR CMT
3 meetings. FC shall provide qualified FRC Coordinator staff as specified in
4 Subparagraph 14.18, to encourage CMT attendance and maintain open
5 communication with COUNTY Social Workers and involved community stakeholders.

6 5.23 DR Family Support Services (English/Spanish) (FC):

7 5.23.1 The objectives of DR Family Support Services are as
8 follows:

9 5.23.1.1 Maintain children safely in the home.

10 5.23.1.2 Reduce entry into the child welfare system.

11 5.23.1.3 Support families in crisis.

12 5.23.1.4 Work with SSA DR Social Workers and families
13 in identifying resources which will protect children and preserve the family.

14 5.23.2 FC shall provide DR Family Support Services to
15 PARTICIPANTS referred by SSA.

16 5.23.3 FC shall provide DR Family Support Services for a minimum
17 of seventy-five (75) unduplicated FAMILIES annually. DR Family Support
18 Services are those services employing a case manager (e.g., Family Support
19 Specialist) responsible for assessing the strengths and meeting the multiple
20 needs of a PARTICIPANT and family, arranging, coordinating, monitoring,
21 evaluating, and advocating for multiple services for families.

22 5.23.4 FC shall provide DR Family Support Services for a minimum
23 of thirty (30) days per family.

24 5.23.5 FC shall primarily provide DR Family Support Services in
25 family's home, at FRC locations, or at other community locations as needed
26 with advance written approval by ADMINISTRATOR.

27 5.23.6 FC shall provide qualified, bilingual DR Family Support
28 Specialist staff as specified in Subparagraph 14.10 of this Exhibit.

1 5.24 DR Family Support Services (English/Vietnamese) (FC):

2 5.24.1 The objectives of DR Family Support Services are as
3 follows:

4 5.24.1.1 Maintain children safely in the home.

5 5.24.1.2 Reduce entry into the child welfare system.

6 5.24.1.3 Support families in crisis.

7 5.24.1.4 Work with SSA DR Social Workers and families
8 in identifying resources which will protect children and preserve the family.

9 5.24.2 FC shall provide DR Family Support Services to
10 PARTICIPANTS referred by SSA.

11 5.24.3 FC shall primarily provide DR Family Support Services in
12 family's home, at FRC locations, or at other community locations as needed
13 with advance written approval by ADMINISTRATOR.

14 5.24.4 FC shall provide DR Family Support Services for a minimum
15 of forty-five (45) unduplicated FAMILIES annually. DR Family Support Services
16 are those services employing a case manager (e.g., Family Support Specialist)
17 responsible for assessing the strengths and meeting the multiple needs of a
18 PARTICIPANT and family, arranging, coordinating, monitoring, evaluating, and
19 advocating for multiple services for families.

20 5.24.5 FC shall provide DR Family Support Services for a minimum
21 of thirty (30) days per family.

22 5.24.6 FC shall provide qualified, bilingual DR Family Support
23 Specialist staff as specified in Subparagraph 14.10 of this Exhibit.

24 5.25 DR In-Home Family Support (FC):

25 5.25.1 The objectives of DR In-Home Family Support Services are
26 as follows:

27 5.25.1.1 Address positive parenting skills,
28 discipline, child development, and child health and safety.

1 5.25.1.2 Assess family needs, stabilize immediate
2 crisis, increase coping skills and family cohesiveness, reduce exposure to
3 violence, and improve communication skills.

4 5.25.1.3 Coordinate resources and multiple service
5 providers to help prevent abuse and out-of-home placement.

6 5.25.2 FC shall provide DR In-Home Family Services for a minimum
7 of sixty (60) unduplicated FAMILIES annually.

8 5.25.3 FC shall offer DR In-Home Family Support services for a
9 minimum of four (4) weeks and a maximum of six (6) weeks per family.

10 5.25.4 FC shall primarily provide DR In-Home Family Support
11 Services in family's home, at FRC locations, or at other community locations
12 as needed with advance written approval by ADMINISTRATOR.

13 5.25.5 FC shall provide qualified DR In-Home Family Specialist
14 staff as specified in Subparagraph 14.11 of this Exhibit.

15 FS Services

16 5.26 FS Family Support Services (FC):

17 5.26.1 FC shall provide FS Family Support Services to the
18 following: individuals and their families who are participating in the
19 California Work Opportunity and Responsibility to Kids (CalWORKs) FS Program
20 and are experiencing a crisis or situation that destabilizes the family and
21 impairs the Welfare-to-Work (WTW) client's ability to meet WTW participation
22 requirements.

23 5.26.2 FC shall provide FS Family Support Services for a minimum
24 of fifty (50) unduplicated FAMILIES annually. FS Family Support Services
25 shall focus on a family centered approach to address crisis issues causing
26 barriers to WTW participation activities; serve as a support to families while
27 in crisis; and provide assistance to PARTICIPANTS in accessing community
28 resources.

1 5.26.3 FC shall provide FS Family Support Services continuously
2 throughout the term of this Agreement during FRC operating hours or at dates
3 and times convenient for PARTICIPANTS. FC shall provide FS Family Support
4 Services for a minimum of thirty (30) days.

5 5.26.4 FC shall primarily provide FS Family Support Services in
6 family's home, at the FRC, or at other community locations with advance
7 written approval by ADMINISTRATOR.

8 5.26.5 PSSF categories referenced in Subparagraph 2.3.1 through
9 2.3.4 are not applicable to FS Family Support Services.

10 5.26.6 FC shall provide a qualified FS Family Support Specialist
11 staff as specified in Subparagraph 14.19 of this Exhibit.

12 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

13 6.1 In addition to providing the services described in Paragraph 5 of
14 this Exhibit A, CONTRACTOR agrees to:

15 6.1.1 Provide ADMINISTRATOR a bi-annual detailed marketing plan
16 for each contracted service, and revise, if necessary, as requested by
17 ADMINISTRATOR.

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

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

1 6.1.4 Develop a Community Engagement Advisory Committee (CEAC)
2 that shall meet a minimum of quarterly during the term of this Agreement.
3 The FRC will maintain a roster and a copy of minutes for all CEAC meetings.
4 The composition of CONTRACTOR's CEAC shall vary depending on the specific
5 goals of, and the services to be provided by the FRC. The CEAC shall consist
6 of community members such as parents, youths, teachers, school community
7 liaisons, business professionals, religious community leaders, law
8 enforcement, human and health service professionals, and city representatives.
9 On an annual basis, CEAC shall assess, survey, and identify community
10 strengths and needs to advocate for FRC services to meet community needs;
11 develop parent and youth leadership; and engage business community to provide
12 tangible support and leadership. CEAC shall enlist broad community support
13 and advocacy for the FRC by fundraising for the FRC and hosting events. A
14 minimum of one thousand dollars (\$1,000) shall be allocated to the CEAC within
15 the FRC budget for the purposes of its members to use for planning events, and
16 other activities as deemed necessary by the CEAC committee. FC shall provide
17 qualified Community Engagement Volunteer Coordinator staff as specified in
18 Subparagraph 14.7 of this Exhibit.

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

23 6.2 FC shall provide a minimum of five hundred and twenty (520) hours
24 annually to Childcare services at the FRC to children of parents attending FRC
25 programs during FRC operating hours, continuously throughout the term of this
26 Agreement, or at dates and times convenient for PARTICIPANTS. Allowable costs
27 include direct child care services and purchases of cleaning supplies, snacks
28 directly related to child care services, activities, age appropriate toys,

1 crafts, and games. Child Care services shall be reimbursed based on actual
2 hours worked. FC shall provide qualified Childcare Worker(s) staff as
3 specified in Subparagraph 14.5 of this Exhibit.

4 6.3 Contractor shall use Emergency Assistance Funds to meet basic
5 needs of clients in support of services as described herein. Allowable costs
6 include emergency food, emergency clothing, diapers, medicine, bus tickets to
7 access services, safety items, one-time rent payment assistance, and one-time
8 utility payment assistance. Other allowable costs are to be approved in
9 advance and in writing by ADMINISTRATOR. All purchases for Emergency
10 Assistance funds in excess of one hundred (\$100) dollars per client shall be
11 requested in advance and in writing for approval by ADMINISTRATOR. CONTRACTOR
12 shall research available community resources options prior to approving
13 expenditures.

14 7. FACILITIES

15 7.1 Friendly Center Orange Family Resource Center is located at:
16 147 W. Rose Ave.
17 Orange, CA 92867

18 7.2 Administrative services under this Agreement shall be provided at
19 Friendly Center Orange Family Resource Center and:

20 Friendly Center Orange
21 147 W. Rose Ave.
22 Orange, CA 92867-6627

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

26 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

27 8.1 CONTRACTOR shall electronically track the type and amount of
28 services provided to each PARTICIPANT by Contractor Partner Agencies and a

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

9 8.2 FaCT utilizes a model developed by the Center for the Study of
10 Social Policy called "Strengthening Families" to frame outcomes and evaluation
11 data. This model, which has been identified as preventing child abuse and
12 neglect identifies the following five (5) protective factors:

13 8.2.1 Provide concrete support in times of need;

14 8.2.2 Increase parental resilience;

15 8.2.3 Increase knowledge of parenting and child development;

16 8.2.4 Support the social and emotional competence of children;

17 and

18 8.2.5 Build parents' social connections.

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

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

8.5 The FRC Coordinator is responsible for ensuring data integrity and accurate data collection. FRC Coordinator shall also ensure that the data is

1 entered correctly into the FaCT data system and within timelines required by
2 ADMINISTRATOR. Contractor Partner Agencies are responsible for their own
3 staff data collection, ensuring data integrity, and accurate submission to the
4 FRC Coordinator.

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

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

12 9. REPORTS

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

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

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

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

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

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

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

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

11.3.2 Training programs developed by or for FaCT;

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

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

1 11.3.5 Pursuit of linkages with other partners as appropriate:
2 and

3 11.3.6 Development of marketing and community education
4 materials as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

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

10 12. MEETINGS AND TRAININGS:

11 12.1 CONTRACTOR shall ensure the FRC Coordinator participates in
12 meetings of all FaCT FRC Coordinators for the purpose of information sharing,
13 joint problem solving, identification of Best Practices, development of common
14 approaches to case management and intake, training, and other related matters.
15 Meetings will occur a minimum of one per month. ADMINISTRATOR will provide
16 CONTRACTOR with detailed information regarding meeting date(s) and
17 location(s).

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

22 12.3 Trainings eligible for reimbursement through this Agreement must
23 be approved in advance, in writing, by ADMINISTRATOR.

24 12.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings
25 presented or sponsored by COUNTY.

26 13. BUDGET

27 13.1 For each of the five (5) COUNTY fiscal years (July 1 through June
28 30) included during the term of this Agreement, the maximum annual budget for

1 services provided pursuant to Exhibit A of this Agreement shall not exceed
2 \$538,540.

3 13.2 ADMINISTRATOR AND CONTRACTOR may agree, subject to advance written
4 notice, to add, delete, modify, line item and/or amounts, and/or the number
5 and type of FTE positions, specified in the annual budget included in
6 Subparagraph 13.11, without reducing the level of services to be provided or
7 exceeding COUNTY's maximum obligation as stated in Subparagraph 20.1 of this
8 Agreement.

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

19 13.4 In the event the budget shown in Subparagraph 13.11 is modified,
20 the modified budget shall remain in effect for the remainder of the contract
21 term, unless superseded by subsequent budget modification(s) that have been
22 approved in writing by ADMINISTRATOR. For example, if Budget Modification #1
23 is approved on March 15, 2016, the modified budget will remain in effect until
24 Budget Modification #2 is requested and approved in writing. The annual
25 budget beginning on July 1st of each fiscal year shall be identical to the
26 most recently modified annual budget. Under no circumstances shall funds
27 unspent in one fiscal year carry over to another fiscal year.

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1 13.5 It is anticipated multiple budget modifications will occur during
2 the term of this Agreement. When appropriate, CONTRACTOR will delay submitting
3 a Budget Modification Request until multiple changes can be incorporated into
4 a single Budget Modification Request versus submitting several Budget
5 Modification Requests that include a single line item change.

6 13.6 For purposes of this Agreement, Direct Services Expense is defined
7 as a non-administrative expense required to provide goods or services for the
8 direct benefit of PARTICIPANTS. Examples include, but are not limited to:
9 parent education handbooks, chore charts, art materials, water and snacks for
10 PARTICIPANT consumption, incentives for clients to attend events, etc.

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

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

24 13.8.1 Consideration for an exception to the provision described
25 in Subparagraph 13.7 will be considered on a case-by-case basis and shall be
26 approved at the sole discretion of COUNTY.

27 13.9 In the event ADMINISTRATOR reduces the maximum obligation as
28 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:

<u>SALARIES</u>	<u>FTE</u> ⁽¹⁾	<u>Maximum Hourly Rate</u> ⁽²⁾	<u>Budget</u>
<u>Friendly Center, Inc. (FC)</u> ⁽⁵⁾			
Accounting Coordinator (Admin.)	0.075	\$20.00	\$3,120
Childcare Worker (Service 6.2)	0.25	\$10.00	5,200
Community Engagement Volunteer Coordinator (Service 6.1.4)	0.50	\$13.00	12,480
Education Specialist (Service 5.7)	0.83	\$16.00	26,524
Family Services Assistant (Services 5.12 and 5.16)	0.50	\$13.00	12,480
Family Support Specialist (English/Spanish) (Service 5.3)	1.00	\$15.00	29,120
Family Support Specialist (English/Vietnamese) (Service 5.14)	0.25	\$18.00	9,360
FRC Coordinator (Services 5.4, 5.13, 5.15, 5.17, 5.21)	1.00	\$20.00	41,600
Information & Referral Specialist (Service 5.6)	1.00	\$13.00	22,880
OST Leader (Service 5.18)	0.15	\$12.00	<u>3,432</u>
SUBTOTAL FC SALARIES:			\$166,196

1	FC Benefits (14%) ^(3 and 4)			<u>24,987</u>
2	SUBTOTAL FC SALARIES AND BENEFITS:			\$191,183
3	<u>Interval House (IH)</u> ⁽⁵⁾			
4	Family Law Attorney (Service 5.11)	0.075	\$25.50	\$3,900
5	Personal Empowerment Program (PEP) Instructor (Services 5.10 and 5.20)	0.30	\$22.50	<u>13,198</u>
6	SUBTOTAL IH SALARIES:			\$17,098
7	IH Benefits (21 %) ^(3 and 4)			<u>3,591</u>
8	SUBTOTAL IH SALARIES AND BENEFITS:			\$20,689
9	<u>Western Youth Services (WYS)</u> ⁽⁵⁾			
10	Clinical Supervisor (Service 5.1)	0.05	\$34.85	\$3,624
11	Counselor (Service 5.2)	0.50	\$26.44	27,498
12	FRC CMT Clinical Supervisor (Service 5.5)	0.10	\$34.85	7,248
13	Parenting Educator (Service 5.19)	0.0375	\$26.44	2,062
14	Program Director (Admin.)	0.0125	\$34.85	<u>906</u>
15	SUBTOTAL WYS SALARIES:			\$41,338
16	WYS Benefits (21%) ^(3 and 4)			<u>8,681</u>
17	SUBTOTAL WYS SALARIES AND BENEFITS:			\$50,019
18	<u>PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
19	FC CEAC (Service 6.1.4)			\$1,000
20	FC Direct Service Expense			1,035
21	FC Back in Control Series (Service 5.8)			10,750
22	CO Direct Services Expense			1,000
23	IH Direct Service Expense			1204
24	WYS Direct Service Expense			<u>150</u>
25	SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES:			\$15,139
26	<u>ADMINISTRATIVE SERVICES AND SUPPLIES</u> ⁽⁵⁾			
27	<u>SERVICES</u>			
28	FC Independent Audit			\$1,000
29	WYS Independent Audit			180
30	<u>SUPPLIES</u>			
31	FC Office Supplies			1000
32	FC Postage			500
33	FC Program Expense			1,500
34	CO Program Expense			500
35	WYS Office Supplies			75
36	WYS Program Expense			<u>75</u>
37	SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:			\$4,830

OPERATING EXPENSES ⁽⁵⁾

FC Equipment Lease/Rental Copy Machine			\$3,600
FC Insurance			4,400
FC Maintenance Janitorial Supplies			1,650
FC Telephone/Internet			3,465
WYS Insurance			225
WYS Mileage ⁽⁶⁾			300
WYS Staff Training			<u>150</u>
SUBTOTAL OPERATING EXPENSES:			\$13,790

INDIRECT COSTS ⁽⁵⁾

WYS Indirect Cost			<u>\$4,350</u>
SUBTOTAL INDIRECT COSTS			\$4,350
SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS			\$300,000

DIFFERENTIAL RESPONSE (DR) PROGRAM:DR SALARIES

FC DR Family Support Specialist (English/Spanish) (Service 5.23)	1.00	\$18.00	\$35,360
FC DR Family Support Specialist (English/Vietnamese) (Service 5.24)	0.50	\$18.00	18,720
FC DR In-Home Family Specialist (Service 5.25)	1.00	\$20.00	37,440
WYS DR CMT Clinical Supervisor (Service 5.22)	0.05	\$34.85	<u>3,624</u>
SUBTOTAL DR SALARIES			\$95,144
FC DR Benefits (14%) ^(3 and 4)			12,813
WYS DR Benefits (21%) ^(3 and 4)			<u>761</u>
SUBTOTAL DR SALARIES AND BENEFITS:			\$108,718

DR ADMINISTRATIVE SERVICES AND SUPPLIES ⁽⁵⁾SERVICES

FC DR Emergency Assistance Fund (Service 6.3)			\$4,185
FC DR Independent Audit			200

SUPPLIES

FC DR Office Supplies			300
FC DR Program Expense			4,371
WYS DR Office Supplies			200
WYS DR Program Expense			<u>100</u>
SUBTOTAL DR ADMINISTRATIVE SERVICES AND SUPPLIES:			\$9,356

DR OPERATING EXPENSES ⁽⁵⁾

1	FC DR Insurance			\$3,000
2	FC DR Mileage ⁽⁶⁾			1,886
3	FC DR Telephone/Internet			1,500
4	WYS DR Insurance			100
5	WYS DR Mileage ⁽⁶⁾			240
6	WYS DR Staff Training			<u>200</u>
7	SUBTOTAL DR OPERATING EXPENSES			\$6,926
8	SUBTOTAL DR SALARIES, ADMINISTRATIVE			
9	SERVICES SUPPLIES AND OPERATING EXPENSES:			\$125,000
10	<u>FAMILY STABILIZATION (FS) PROGRAM:</u>			
11	<u>FS SALARIES ⁽⁵⁾</u>			
12	FC FS Accounting Coordinator (Admin.)	0.05	\$20.00	\$2,080
13	FC FS Family Support Specialist (Service 5.26)	1.00	\$20.00	\$37,440
14	FC FS Program Assistant (Admin.)	0.15	\$20.00	<u>6,240</u>
15	SUBTOTAL FC FS SALARIES:			\$45,760
16	FC FS Benefits (14%) ^(3 and 4)			<u>6,407</u>
17	SUBTOTAL FS SALARIES AND BENEFITS:			\$52,167
18	<u>FS PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
19	FC FS Bus Passes			\$2,000
20	FC FS Emergency Assistance Fund (Service 6.3)			34,473
21	FC FS Workshop/Consultants/Job Training			<u>10,000</u>
22	SUBTOTAL FS PARTICIPANTS RELATED SERVICES			
23	AND EXPENSE:			\$46,473
24	<u>FS ADMINISTRATIVE SERVICES AND SUPPLIES ⁽⁵⁾</u>			
25	<u>SERVICES</u>			
26	FC FS Independent Audit			\$300
27	<u>SUPPLIES</u>			
28	FC FS Copying/Printing/Marketing Material			1,000
29	FC FS Laptop Computer and Printer			3,000
30	FC FS Office Supplies			<u>1,500</u>
31	SUBTOTAL FS ADMINISTRATIVE SERVICES AND SUPPLIES:			\$5,800
32	<u>FS OPERATING EXPENSES ⁽⁵⁾</u>			
33	FC FS Insurance			\$1,200
34	FC FS Internet/Telephone Expense			3,200
35	FC FS Mileage ⁽⁶⁾			3,000
36	FC FS Postage			200
37	FC FS Staff Training			<u>1,500</u>
38	SUBTOTAL FS OPERATING EXPENSES:			\$9,100

SUBTOTAL FS SALARIES, ADMINISTRATIVE	
SERVICES SUPPLIES AND OPERATING EXPENSES:	<u>\$113,540</u>
MAXIMUM COUNTY OBLIGATION	<u>\$538,540</u>

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

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

⁽³⁾ Employee Benefits may include contributions to 401k or retirement plans; health insurance; dental insurance; life, vision insurance; long-term/short-term disability insurance; life and disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker’s Compensation Tax, based on the currently prevailing rates and vacation/sick time accrual as specified in footnote four (4) below. FC’s overall benefit rate shall not exceed fourteen percent (14%) of actual salary expense claimed. IH’s overall benefit rate shall not exceed twenty-one percent (21%) of actual salary expense claimed. WYS’s overall benefit rate shall not exceed twenty-one percent (21%) of actual salary expense claimed.

⁽⁴⁾ An actual expenditure for a vacation/sick time accrual payment, paid to an employee upon separation in accordance with CONTRACTOR’s established policy, will be included as an itemized amount on the Salary and Benefit Worksheet submitted as part of CONTRACTOR’s monthly invoice packet. The amount eligible for reimbursement shall be limited to the amount of vacation/sick time earned by the employee during the COUNTY fiscal year in which the claim is made, minus any vacation/sick time the employee used during the same fiscal year. For example, if an employee separates on February 15,

1 2016, the vacation/sick time accrual amount eligible for reimbursement through
2 the Agreement shall be based upon the period of July 1, 2015 through February
3 15, 2016 only.

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

9 (6) Mileage is limited to the amount allowed by Internal Revenue Service.

10 14. STAFF

11 14.1 Recruitment Practices:

12 14.1.1 CONTRACTOR shall use a formal recruitment plan, which
13 complies with Federal and State employment and labor regulations. CONTRACTOR
14 shall hire staff with the education, language skills, and experience necessary
15 to appropriately perform all functions as described in this Agreement.

16 14.1.2 The number of direct service bilingual staff shall meet
17 the needs of the community to be served.

18 14.1.3 CONTRACTOR may be required to submit employer's bilingual
19 certification criteria and/or test results.

20 14.2 CONTRACTOR shall specify the FTE percentage for each service for
21 staff that provides more than one service. The combined FTE for any
22 individual staff may not exceed a 1.0 maximum.

23 CONTRACTOR shall provide the following described staff positions:

24 14.3 Accounting Coordinator (FC):

25 14.3.1 Duties: Ensure accurate and timely submittal of
26 invoices, document expenditures for audit purposes, attend FaCT required
27 trainings, and provide financial reports as required or requested by Partner
28 Agencies and/or ADMINISTRATOR.

1 14.3.2 Qualifications: Two (2) years bookkeeping experience;
2 computer literacy in Word, Excel, and QuickBooks computer programs; ability to
3 prioritize tasks to meet deadlines; and oral and written proficiency in
4 English is required.

5 14.4 Back in Control Facilitator (FC):

6 14.4.1 Duties: Direct, monitor, and facilitate Back in Control
7 services; provide parents with valuable tools and information to regain
8 control in home or to prepare for their adolescent children's disruptive
9 behavior, poor choices and other challenges; monitor attendance and
10 participation; complete FaCT approved assessment tools; compile and maintain
11 records; collect and input data into FaCT database; and attend all required
12 meetings and trainings.

13 14.4.2 Qualifications: Bachelor's degree in Public
14 Administration, or related field from an accredited university; possess a
15 Parent Educator's Teaching Credential; and a minimum of two (2) years public
16 speaking or teaching experience. Proficiency in English is required.
17 Bilingual in English/Spanish or English/Vietnamese preferred.

18 14.5 Childcare Worker (FC):

19 14.5.1 Duties: Provide childcare activities at the FRC to
20 children of PARTICIPANTS attending FRC services, including childcare for DR
21 and FS services if applicable, communicate with FRC Coordinator, attend all
22 required meetings and trainings, and complete required documents.

23 14.5.2 Qualifications: High school diploma or equivalent and
24 one (1) year of childcare experience, including working with infants, ability
25 to deal with stressful situations, and be creative and energetic. Proficiency
26 in English is required and bilingual, based on community language need, is
27 preferred.

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1 14.6 Clinical Supervisor (WYS):

2 14.6.1 Duties: Provide individual and group supervision as
3 applicable, clinical supervision for counseling services, case consultation to
4 FRC staff as needed, monitor cases, be available for crisis and clinical
5 consultation as needed, review documents for clinical content, verify the laws
6 of confidentiality are followed, and ensure that child and elder/dependent
7 adult abuse reporting are followed-up on every case consult. Ensure accuracy
8 of paperwork and data entered into the FaCT database and attend all required
9 meetings and trainings.

10 14.6.2 Qualifications: Licensed Clinical Social Worker (LCSW),
11 Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist and a
12 minimum of two (2) years of clinical supervision experience. Proficiency in
13 English is required.

14 14.7 Community Engagement Volunteer Coordinator (FC):

15 14.7.1 Duties: Assist in advocacy for the expansion of the FRC
16 CEAC, programs, and activities focusing on issues that affects the health,
17 well-being, and public safety of residents in the FRC community. Oversee
18 community organizing, volunteer recruitment and training, problem solving, and
19 developing and implementing an outreach plan. Support the efforts of local
20 programs to explore donation and service opportunities for the FRC, develop
21 and promote FRC volunteer project activities, develop and maintain regular
22 contact with community organizations, coordinate and communicate with FRC
23 Coordinator, attend all required meetings and trainings, administer FaCT-
24 approved measurement tools, and enter results into the FaCT database.

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

1 services agencies, community resources, including Federal and State programs:
2 capable of relating well to individuals from diverse backgrounds, cultures,
3 varied income, and education levels; and computer competency. Proficiency in
4 English is required, and bilingual, based on community language need, is
5 preferred.

6 14.7.3 Qualifications Option Two (2): A minimum of five (5)
7 years of experience working with at-risk families and the community, including
8 one (1) year supervisory experience; knowledge of public and private social
9 services agencies, community resources, including Federal and State programs:
10 capable of relating well to individuals from diverse backgrounds, cultures,
11 varied income, and education levels; and computer competency. Proficiency in
12 English is required, and bilingual, based on community language need, is
13 preferred.

14 14.8 Counselor (WYS):

15 14.8.1 Duties: Provide therapy including assessment treatment
16 planning, termination, and documentation. Administer FaCT approved pre/post
17 measurement tools and enter results into the FaCT Database.

18 14.8.2 Qualifications: Licensed clinician, or under the
19 supervision of a licensed clinician or a qualified mental health professional
20 under clinical supervision including Marriage and Family Therapist Intern,
21 ACWS with addition of Masters in Social Work Intern or Marriage and Family
22 Therapy trainee enrolled in an accredited graduate program under clinical
23 supervision. Proficiency in English and bilingual, in English/Spanish or
24 English/Vietnamese, based on community language need, is required.

25 14.9 DR CMT Clinical Supervisor (WYS):

26 14.9.1 Duties: Facilitate case management team group process,
27 ensure thorough assessment and linkages for families to resources, and ensure
28 team and/or staff members follow up on all mandated reporting requirements.

1 Responsibilities include, but are not limited to: verify and track attendance
2 of required DR CMT members; ensure PARTICIPANT confidentiality/release forms
3 are signed by PARTICIPANT and DR CMT members; review the laws of
4 confidentiality and child, elder/dependent adult abuse reporting on an annual
5 basis and ensure compliance for each case presented; ensure all DR CMT cases
6 conferenced are multiple needs cases (i.e., not just information and
7 referral); facilitate weekly review of DR CMT cases, including a thorough
8 assessment of needs, treatment plan, follow up plan, and termination; provide
9 and coordinate ongoing cross-training to DR CMT on clinical training needs;
10 ensure families are invited to the DR CMT meetings; maintain a binder of
11 weekly case logs and registration forms for each case conferenced at DR CMT;
12 complete standardized DR CMT assessment tools; ensuring COUNTY required DR CMT
13 data is accurately entered into FaCT database; and actively engage new
14 collaborative partners and/or other COUNTY agency representatives to
15 conference cases that would benefit families.

16 14.9.2 Qualifications: Licensed Clinical Social Worker, Marriage
17 and Family Therapist, or Licensed Clinical Psychologist. A minimum of one (1)
18 year of group/meeting facilitation experience is preferred. Proficiency in
19 English is required.

20 14.10 DR Family Support Specialist (FC):

21 14.10.1 Duties: Provide DR Family Support Services; assess
22 PARTICIPANT's needs; provide one-on-one support; assist families in crisis to
23 access resources to meet needs; attend and participate in DR CMT meetings;
24 assist PARTICIPANTS with the completion of necessary paperwork or forms;
25 coordinate information for PARTICIPANTS referrals; ensure PARTICIPANTS are
26 able to access services; follow up with PARTICIPANTS as needed; perform home,
27 school, or other community site visits as needed; work closely with Contractor
28 Partner Agencies and SSA Social Workers; coordinate with other service

1 providers providing services to PARTICIPANTS; compile, prepare, and submit
2 data and reports as required by COUNTY; maintain records; and attend all
3 required meetings and trainings as needed.

4 14.10.2 Qualifications: Bachelor's degree in human services or
5 related field from an accredited university, knowledge of the child welfare
6 system, and two (2) years of experience working directly with families in
7 crisis and the community is preferred. Proficiency in English is required and
8 bilingual, based on community language need, is required.

9 14.11 DR In-Home Family Specialist (FC):

10 14.11.1 Duties: Provide DR In-Home Family Support Services,
11 parenting education, and resource brokering; coordinate with multiple service
12 providers to prevent abuse and out-of-home placement; provide DR crisis
13 intervention, including assessment and stabilization of immediate crisis and
14 resource linkages; prepare and submit data and reports as required by COUNTY;
15 and attend required meetings and training as needed.

16 14.11.2 Qualifications: Bachelor's degree (Master's degree
17 preferred) in social work or related field from an accredited university. Two
18 (2) years of experience working with children and families, possess excellent
19 verbal and written communications skills, and ability to work in a
20 multicultural environment. Proficiency in English is required and bilingual,
21 based on community language need, is preferred.

22 14.12 Education Specialist (FC):

23 14.12.1 Duties: Oversee tutoring programs for students in grades
24 kindergarten through high school; supervise work-study students, volunteers,
25 and interns; train tutors on common core curriculum; monitor attendance and
26 participation; administer, compile, and record student assessment data; and
27 collect and input data into FaCT database.

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

6 14.13 Family Law Attorney (IH):

7 14.13.1 Duties: Provide legal assistance to victims of domestic
8 violence with restraining orders, custody and related family law issues;
9 conduct legal clinics; provide legal counseling and advocacy; prepare clients
10 for court; court accompaniment; provide information on legal options, legal
11 resources, legal and court processes, and effective use of justice system;
12 monitor attendance and participation; provide written reports; administer FaCT
13 measurement tool(s); compile and maintain records; collect and input data into
14 FaCT database; and attend all required meetings and trainings.

15 14.13.2 Qualifications: Must be a member in good standing with
16 the State Bar of California, knowledge of domestic violence dynamics, and one
17 (1) year experience working in family law and Orange County criminal justice
18 system. Proficiency in English is required and bilingual, based on community
19 language need, is preferred.

20 14.14 Family Services Assistant (FC):

21 14.14.1 Duties: Provide emergency assistance to meet the basic
22 needs of families and stabilize their situations. Train and supervise
23 volunteers. Monitor, administer, compile, and record data on numbers served,
24 product received and enter into the FaCT database. Responsible for assessing
25 food needs in the community and assisting families to food programs to meet
26 those needs; track client data, food data, and compile reports to
27 collaborative food partnerships; and communicate food needs to FRC
28 Coordinator.

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

7 14.15 Family Support Specialist (FC):

8 14.15.1 Duties: Assess needs and assist families to access
9 resources to meet needs, including court ordered families to facilitate family
10 reunification; case planning; present cases at CMT meetings; compile and
11 maintain records; prepare reports; complete FaCT-approved assessment tools;
12 data entry into FaCT-approved database; and attend all required FaCT meetings
13 and trainings.

14 14.15.2 Qualifications Option One (1): Bachelor's degree in
15 human services or related field from an accredited university; knowledge of
16 the child welfare system; and two (2) years of experience working directly
17 with families in crisis and the community. Proficiency in English and
18 bilingual in English/Vietnamese or English/Spanish, based on community
19 language need, is required.

20 14.15.3 Qualifications Option Two (2): A minimum of five (5)
21 years of experience working directly with families in crisis and the community
22 and knowledge of the child welfare system. Proficiency in English and
23 bilingual, based on community language need, is required.

24 14.16 Foster and Adoptive Parent Recruiter (FC):

25 14.16.1 Duties: Responsibilities include speaking at service
26 clubs, school district collaborative meetings, local school parent meetings,
27 and churches. Distribute print media at community events, collaborative
28 meetings, and corporate events.

1 14.16.2 Qualifications: High school diploma or equivalent, one
2 (1) year community experience working directly with families in crisis and
3 community, knowledge of local resources, excellent customer service skills,
4 and computer competency (i.e. knowledge and ability to use computers and
5 related technology). Proficiency in English and bilingual, based on community
6 language need, is required.

7 14.17 FRC CMT Clinical Supervisor (WYS):

8 14.17.1 Duties: Facilitate case management team group process,
9 ensure thorough assessment and linkages for families to resources, and ensure
10 team and/or staff members follow up on all mandated reporting requirements.
11 Responsibilities include, but are not limited to: verify and track attendance
12 of required FRC CMT members; ensure PARTICIPANT confidentiality/release forms
13 are signed by PARTICIPANT and FRC CMT members; review the laws of
14 confidentiality and child, elder/dependent adult abuse reporting on an annual
15 basis and ensure compliance for each case presented; ensure all FRC CMT cases
16 conferenced are multiple needs cases (i.e., not just information and
17 referral); facilitate weekly review of FRC CMT cases, including a thorough
18 assessment of needs, treatment plan, follow up plan, and termination; provide
19 and coordinate ongoing cross-training to FRC CMT on clinical training needs;
20 ensure families are invited to the FRC CMT meetings; maintain a binder of
21 weekly case logs and registration forms for each case conferenced at FRC CMT;
22 complete standardized FRC CMT assessment tools, ensuring COUNTY required FRC
23 CMT data is accurately entered into FaCT database; and actively engage new
24 collaborative partners and/or other COUNTY agency representatives to
25 conference cases that would benefit families.

26 14.17.2 Qualifications: Licensed Clinical Social Worker,
27 Marriage and Family Therapist, or Licensed Clinical Psychologist. A minimum
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1 of one (1) year of group/meeting facilitation experience is preferred.
2 Proficiency in English is required.

3 14.18 FRC Coordinator (FC):

4 14.18.1 Duties: Perform a variety of administrative functions
5 including: coordinate service providers; supervise FRC staff; oversee the day-
6 to-day operation of the FRC; compile statistical and financial data for
7 various reports; facilitate community involvement in the CEAC; coordinate
8 governance and policy procedure development; coordinate staff training
9 opportunities; prepare and monitor program budget; perform outreach to
10 community businesses and schools; market FRC services within the community;
11 initiate outreach to new partners and service providers; address public
12 inquiries regarding services, procedures, operations, and regulations;
13 facilitate Contractor Partner Agencies and staff meetings and ensure
14 completion of meeting minutes; complete all required documentation;
15 collaborate with ADMINISTRATOR in promoting Foster/Adoptive Parent Recruitment
16 Services, at community events/workshops and other local community events as
17 needed, for foster and adoptive resources for children in need of a permanent
18 home; attend all required FaCT meetings and trainings; and perform related
19 duties as assigned.

20 14.18.2 Qualifications Option One (1): Bachelor's degree (or
21 Master's degree preferred) in social work, sociology, psychology, or related
22 field from an accredited university and two (2) years of experience working
23 with at-risk families and the community; knowledge of the child welfare
24 system; capable of relating well to individuals from diverse backgrounds,
25 cultures, varied income, and education levels; supervisory experience in
26 management; ability to work successfully in a collaborative environment;
27 attention to detail; and computer competency. Proficiency in English is
28 required and bilingual, based on community language need, is preferred.

1 14.18.3 Qualifications Option Two (2): A minimum of five (5)
2 years of experience working with at-risk families and the community; knowledge
3 of the child welfare system; capable of relating well to individuals from
4 diverse backgrounds, cultures, varied income, and education levels;
5 supervisory experience; ability to work successfully in a collaborative
6 environment; attention to detail; and computer competency. Proficiency in
7 English is required and bilingual, based on community language need, is
8 preferred.

9 14.19 FS Family Support Specialist (FC):

10 14.19.1 Duties: Provide FS Family Support Services; assess
11 PARTICIPANT's needs; provide one-on-one support; assist families in crisis to
12 access resources to meet needs; attend and participate in CMT meetings; assist
13 PARTICIPANTS with the completion of necessary paperwork or forms; coordinate
14 information for PARTICIPANTS referrals; ensure PARTICIPANTS are able to access
15 services; follow up with PARTICIPANTS as needed; perform home, school, or
16 other community site visits as needed; work closely with Contractor Partner
17 Agencies and CalWORK's Case Managers; coordinate with other service providers
18 providing services to PARTICIPANTS; compile, prepare, and submit data and
19 reports as required by COUNTY; maintain records; and attend all required
20 meetings and trainings as needed.

21 14.19.2 Qualifications: Bachelor's degree in human services or
22 related field from an accredited university, knowledge of the child welfare
23 system, and two (2) years of experience working directly with families in
24 crisis and the community is preferred. Proficiency in English is required and
25 bilingual, based on community language need, is preferred.

26 14.20 FS Program Assistant (FC):

27 14.20.1 Duties: Provide assistance and support for the FS
28 Program; act as a liaison between FS Family Support Specialist and FC

1 Accounting for processing of client related checks (i.e. rental assistance,
2 motel assistance, utility assistance and other types of assistance as needed);
3 support FS Family Support Specialist scheduling of classes/workshops as
4 required for clients; attend meetings and other duties as assigned.

5 14.20.2 Qualifications: Bachelor's degree in social work or
6 related field from an accredited university and two (2) years' experience in
7 the non-profit field. Proficiency in English is required.

8 14.21 Information and Referral Specialist (FC):

9 14.21.1 Duties: Respond to walk-in, call-in, and referred
10 PARTICIPANTS seeking community resources. Assess PARTICIPANT's immediate
11 needs and make referrals to appropriate resources; administer FaCT-approved
12 measurement tools and enter results into the FaCT database.

13 14.21.2 Qualifications: High school diploma or equivalent, one
14 (1) year community experience working directly with families in crisis and
15 community, knowledge of local resources, excellent customer service skills,
16 and computer competency (i.e., knowledge and ability to use computers and
17 related technology). Proficiency in English and bilingual, based on community
18 language need, is required.

19 14.22 Out-of-School-Time Leader (FC):

20 14.22.1 Duties: Provide supervision and Out-of-School-Time
21 activities to children and youth based on community need, monitor attendance,
22 and ensure the health and safety of the children is maintained at all times.
23 Coordinate and communicate with FRC Coordinator, attend all required meetings,
24 administer FaCT-approved measurement tools, and enter results into the FaCT
25 database.

26 14.22.2 Qualifications: High school diploma or equivalent,
27 twelve (12) units of child development or related course work, and one (1)

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1 year of experience working with children is required. Proficiency in English
2 is required, and bilingual, based on community language need, is preferred.

3 14.23 Parenting Educator (WYS):

4 14.23.1 Duties: Teach Parenting Education classes and workshop;
5 improve parent skills and family functioning; monitor attendance and
6 participation; provide written reports; administer FaCT-approved pre/post
7 measurement tools; and enter the results into the FaCT database.

8 14.23.2 Qualifications: Possess a minimum of twelve (12) units
9 of college education in child development, psychology, sociology, social work,
10 or a related field; one (1) year of experience working in the human services
11 field; and trained and/or certified to provide the chosen evidence-based or
12 evidence-informed curriculum and bilingual, based on community language need,
13 is required.

14 14.24 Personal Empowerment Program Instructor (IH):

15 14.24.1 Duties: Provide and instruct Personal Empowerment
16 Program (PEP) services, administer FaCT-approved pre/post measurement tools,
17 and enter results into the FaCT database. Duties for TLFR PARTICIPANTS
18 include, but are not limited to: verify attendance, issue certificates of
19 completion, and provide verbal and/or written reports to County social
20 workers.

21 14.24.2 Qualifications: Possess a minimum of two (2) years of
22 experience working with domestic violence families, forty (40) hours of
23 Domestic Violence Prevention training, eight (8) hours of Child Abuse
24 Prevention and Reporting Training, and completion of Personal Empowerment
25 Program Training. A valid Domestic Violence Advocate Certificate is required.
26 Proficiency in English and bilingual, based on community language need, is
27 required.

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14.25 Program Director (WYS):

14.25.1 Duties: Oversee all WYS services contracted with FaCT, supervise FaCT-contracted staff; complete required reports and documents; and attend all required meetings.

14.25.2 Qualifications: Licensed clinician (i.e., LCSW, MFT, or Psychologist); a minimum of two (2) years post licensure experience; and abide by ethical standards as set forth by the Board of Behavioral Sciences and the professional association to which Program Director belongs. Proficiency in English is required.

14.26 TLFR Family Fun Activities Leader (FC):

14.26.1 Duties: Responsible for providing supervision and TLFR Family Fun Activities to children and youth in the reunification process, monitor attendance, and ensure the health and safety of the children is maintained at all times.

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

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