

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND  
5 FRIENDLY CENTER, INC.  
6 AND  
7 CITY OF PLACENTIA  
8 AND  
9 WESTERN YOUTH SERVICES  
10 AND  
11 WOMEN'S TRANSITIONAL LIVING CENTER, INC.  
12 FOR THE PROVISION OF  
13 SERVICES PROMOTING SAFE AND STABLE FAMILIES  
14

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

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## 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

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of services Promoting Safe and Stable Families 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, and the Child and Family Services Improvement and Innovation Act (2001);

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

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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 Placentia Family Resource Center (FRC), for the  
5     Provision of Services Promoting Safe and Stable Families Services, attached  
6     hereto and incorporated herein by reference.     CONTRACTOR shall operate  
7     continuously throughout the term of this Agreement with the number and type of  
8     staff described and as required for provision of services hereunder.

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

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

16          5.     LICENSES AND STANDARDS

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

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

(OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange Social Services Agency and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereafter amended.

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

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

#### 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

##### 6.1 Delegation and Assignment:

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

##### 6.2 Subcontracts:

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents

1 in writing to a subcontract, in no event shall the subcontract alter, in any  
2 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
3 be in writing and copies of same shall be provided to ADMINISTRATOR.  
4 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
5 require.

6 6.2.1 Subcontracts of \$25,000 or less:

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

15 6.2.2 Subcontracts in excess of \$25,000:

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

27 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed  
28 procurement system, CONTRACTOR shall comply with such procurement system in



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

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

13 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

14 7.1 Form of Business Organization:

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

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

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

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

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1           7.2   Change in Form of Business Organization:

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

9           7.3   Real Property Disclosure:

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

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

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

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

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

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

28    ///

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

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

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

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

8. NON-DISCRIMINATION

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

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

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

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

8.5 Non-Discrimination in Employment:

8.5.1 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran

1 status or any other protected group in accordance with the requirements of all  
2 applicable Federal or State laws. Notices describing the provisions of the  
3 equal opportunity clause shall be posted in a conspicuous place for employees  
4 and job applicants.

5 8.5.2 CONTRACTOR shall refer any and all employees desirous of  
6 filing a formal discrimination complaint to:

7 California Department of Social Services

8 Public Inquiry and Response Bureau

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

10 Sacramento, CA 94244-2430

11 Telephone: (800) 952-5253

12 (800) 952-8349 (For the hard of hearing)

13 8.6 Non-Discrimination in Service Delivery:

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

administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 8.6 et seq.

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

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

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

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

9. NOTICES

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

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

CONTRACTOR: Friendly Center Placentia 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

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

12 12. INSURANCE

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



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

3 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
4 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
5 to the same terms and conditions as set forth herein for CONTRACTOR.

6 12.3 All self-insured retentions (SIRs) and deductibles shall be  
7 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
8 apply, indicate this on the Certificate of Insurance with a zero (0) by the  
9 appropriate line of coverage. Any self-insured retention (SIR) or deductible  
10 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall  
11 specifically be approved by the County Executive Office (CEO)/Office of Risk  
12 Management upon review of CONTRACTOR's current audited financial report.

13 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
14 the full term of this Agreement, COUNTY may terminate this Agreement.

15 12.5 Qualified Insurer:

16 12.5.1 The policy or policies of insurance required herein must  
17 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's  
18 Rating) and VIII (Financial Size Category as determined by the most current  
19 edition of the Best's Key Rating Guide/Property-Casualty/United States or  
20 ambest.com). It is preferred, but not mandatory, that the insurer be licensed  
21 to do business in the state of California (California Admitted Carrier).

22 12.5.2 If the insurance carrier does not have an A.M. Best  
23 Rating of A-/VIII, the CEO/Office of Risk Management retains the right to  
24 approve or reject a carrier after a review of the company's performance and  
25 financial rating.

26 12.6 The policy or policies of insurance maintained by CONTRACTOR shall  
27 provide the minimum limits and coverage as set forth below:

28 ///

Coverage	Minimum Limits	Responsible Contractor Partner Agencies
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Friendly Center, Inc.(FC); City of Placentia (CP); Western Youth Services (WYS); and Women's Transitional Living Center, Inc. (WTLC)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	FC, CP, WYS, and WTLC
Workers' Compensation	Statutory	FC, CP, WYS, and WTLC
Employer's Liability Insurance	\$1,000,000 per occurrence	FC, CP, WYS, and WTLC
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	FC, CP, WYS, and WTLC

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

14. CONFLICT OF INTEREST

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

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

15. ANTI-PROSELYTISM PROVISION

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

16. SUPPLANTING GOVERNMENT FUNDS

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

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

17. EQUIPMENT

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

CONTRACTOR further agrees to the following:

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

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

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

17.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing 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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19.2.15 Maintaining complete and accurate records of all financial and outcome measurement data for the FRC;

19.2.16 Attending required FaCT meetings and mandatory trainings; and

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

## 20. PAYMENTS

### 20.1 Maximum Contractual Obligation:

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

### 20.2 Allowable Costs:

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

### 20.3 Claims:

20.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) 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 30<sup>th</sup> of each  
21 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> 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](http://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 32. COPYRIGHT ACCESS

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

28 ///

33. WAIVER

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

34. PETTY CASH

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

35. PUBLICITY

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

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

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

35.2.2 During the term of this Agreement, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the

1 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
2 unreasonably withhold written consent.

3 36. COUNTY RESPONSIBILITIES

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

6 37. REFERRALS

7 37.1 CONTRACTOR shall provide services to individuals referred by  
8 ADMINISTRATOR.

9 38. REPORTS

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

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

18 39. ENERGY EFFICIENCY STANDARDS

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

22 40. ENVIRONMENTAL PROTECTION STANDARDS

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

1           40.1 No facility to be utilized in the performance of the proposed  
2 grant has been listed on the EPA List of Violating Facilities;

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

7           40.3 It will notify COUNTY and EPA about any known violation of the  
8 above laws and regulations.

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

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

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

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

25               1) No Federal appropriated funds have been paid or will  
26 be paid to any person for influencing or attempting to influence an officer or  
27 employee of any agency, a Member of Congress, an officer or employee of  
28 Congress, or an employee of a Member of Congress on his or her behalf in



1 connection with the awarding of any Federal contract, the making of any  
2 Federal grant, the making of any Federal loan, the entering into of any  
3 cooperative agreement, and the extension, continuation, renewal, amendment or  
4 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

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

23 42. POLITICAL ACTIVITY

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

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1       43.    TERMINATION PROVISIONS

2           43.1 ADMINISTRATOR may terminate this Agreement without penalty  
3 immediately with cause or after thirty (30) days written notice without cause,  
4 unless otherwise specified. Notice shall be deemed served on the date of  
5 mailing. Cause shall be defined as any breach of contract, any  
6 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
7 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
8 all further obligations under this Agreement.

9           43.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
10 cooperate with ADMINISTRATOR in the orderly transfer of service  
11 responsibilities, active case records, and pertinent documents.

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

23           43.4 If any provision of this Agreement or the application thereof is  
24 held invalid, the remainder of this Agreement shall not be affected thereby.

25       44.    GOVERNING LAW AND VENUE

26           This Agreement has been negotiated and executed in the State of  
27 California and shall be governed by and construed under the laws of the State  
28 of California. In the event of any legal action to enforce or interpret this

1 Agreement, the sole and exclusive venue shall be a court of competent  
2 jurisdiction located in Orange County, California, and the parties hereto  
3 agree to and do hereby submit to the jurisdiction of such court,  
4 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties  
5 specifically agree to waive any and all rights to request that an action be  
6 transferred for trial to another county.

7 45. SIGNATURE IN COUNTERPARTS

8 The parties agree that separate copies of this Agreement may be signed  
9 by each of the parties, and this Agreement will have the same force and effect  
10 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: \_\_\_\_\_  
 GIGI TSONTOS  
 EXECUTIVE DIRECTOR  
 WOMEN'S TRANSITIONAL LIVING CENTER, INC.

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

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: \_\_\_\_\_  
 DAMIEN R. ARRULA  
 ACTING CITY ADMINISTRATOR  
 CITY OF PLACENTIA

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

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

APPROVED AS TO FORM  
 COUNTY COUNSEL  
 COUNTY OF ORANGE, CALIFORNIA

By: Annio Loo  
 DEPUTY

Dated: 4/30/15

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
FRIENDLY CENTER, INC.  
AND  
CITY OF PLACENTIA  
AND  
WESTERN YOUTH SERVICES  
AND  
WOMEN'S TRANSITIONAL LIVING CENTER, INC.  
FOR THE PROVISION OF  
SERVICES PROMOTING SAFE AND STABLE FAMILIES

1. POPULATION TO BE SERVED

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

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

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

## 2. PSSF & CBCAP FUNDING REQUIREMENTS

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

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

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

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

2.2.3 Children have permanency and stability in their living situations.

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

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

2.2.6 Children receive appropriate services to meet educational needs.

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

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

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

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

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

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

3 2.4 Unless specified otherwise, the services described below in  
4 Subparagraphs 5.1 through 5.16 addresses each of the four (4) PSSF categories  
5 described above in Subparagraphs 2.3.1 through 2.3.4.

6 2.5 Community-Based Child Abuse Prevention (CBCAP): Services shall  
7 align with the California Department of Social Services Community-Based Child  
8 Abuse Prevention (CBCAP) program which supports efforts to develop, operate,  
9 expand, enhance, and coordinate initiatives, programs and activities to  
10 prevent child abuse and neglect. In addition, CBCAP supports the coordination  
11 of resources to better strengthen and support families as well as foster  
12 understanding, appreciation and knowledge of diverse populations in order to  
13 effectively prevent and treat child abuse and neglect.

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

26 2.7 CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload  
27 standards as set forth in this Paragraph and as authorized by COUNTY, without  
28 ///



1 reducing the level of service to be provided by CONTRACTOR. This agreement  
2 must be in writing.

3 3. HOURS OF OPERATION

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

17 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday  
18 schedule which is as follows: New Year's Day, Martin Luther King Day,  
19 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
20 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
21 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written  
22 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday  
23 schedule. Any unauthorized closure shall be deemed a material breach of this  
24 Agreement, pursuant to Paragraph 18, and shall not be reimbursed. CONTRACTOR  
25 is encouraged to provide contracted services on holidays, whenever possible.

26 4. FaCT GENERAL REQUIREMENTS

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

28 ///

1           4.1 Maintain a community facility that offers multiple programs  
2 including, but not limited to the following core services: a case management  
3 team, counseling, family support services, parenting education, domestic  
4 violence prevention and treatment (Personal Empowerment Program), out-of-  
5 school-time youth program, TLFR family fun activities, foster/adoptive parent  
6 recruitment, and information and referral services in support of achieving  
7 FaCT goals.

8           4.2 Operate as a collaborative that includes Contractor Partner  
9 Agencies, which are FaCT-Funded, and a minimum of two (2) Non-FaCT Funded  
10 Partner Agency(ies) who are providing onsite services at the FRC.

11           4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of  
12 understanding or agreement specifying their commitment to provide services  
13 throughout the term of this Agreement.

14           4.4 Designate Friendly Center, Inc. to function as both the designated  
15 lead agency and the program management lead agency. The fiscal and program  
16 management responsibilities shall include those referenced in Paragraph 19 of  
17 this Agreement.

18           4.5 Provide bilingual staff responsible for direct services that are  
19 language appropriate.

20           4.6 Provide services that are cultural responsive to the needs of the  
21 community to be served.

22           4.7 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network  
23 Administrative Services (FNAS) provider, by attending required meetings,  
24 trainings, completing data entry into FaCT database system, and engaging with  
25 the FaCT Network in activities related to the FaCT mission and vision.

26           4.8 Provide all services at the FRC. Services may also be offered in-  
27 home, at schools, and other community locations as needed as mutually agreed  
28 upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all

Clinical Supervision, Family Support Services, Counseling, and Case Management Team services.

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

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

## 5. SERVICES

Throughout this Exhibit, the Contractor Partner Agencies shall hereinafter be referred to as: Friendly Center, Inc. (FC), City of Placentia (CP), Western Youth Services (WYS), and Women's Transitional Living Center, Inc., (WTLC).

### 5.1 Clinical Supervision (WYS):

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

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

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

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

1                   5.1.5    WYS shall provide qualified licensed Clinical Supervisor  
2 as specified in Subparagraph 14.5 of this Exhibit.

3           5.2    Counseling Services (WYS):

4                   5.2.1    The objectives of Counseling Services are as follows:

5                           5.2.1.1    Increase the availability of counseling  
6 services for appropriate non Medi-Cal clients, underinsured clients, and  
7 clients experiencing barriers to accessing mental health services.

8                           5.2.1.2    Increase participant's coping skills in  
9 dealing with stress.

10                           5.2.1.3    Increase access to social support systems.

11                           5.2.1.4    Facilitate linkages to appropriate and needed  
12 treatment programs (e.g., domestic violence, substance abuse, mental health,  
13 etc.).

14                           5.2.1.5    Reduce risk of violence in the home.

15                           5.2.1.6    Improve individual and family functioning.

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

27                   5.2.3    WYS shall provide Crisis, Individual, and Group  
28 Counseling services during the term of this Agreement by appointment during

1 FRC operating hours. WYS may also schedule evening hours at the request of  
2 PARTICIPANTS.

3 5.2.4 WYS shall provide Crisis Counseling for a minimum of  
4 thirty (30) individuals annually. WYS shall offer Crisis Counseling services  
5 for a minimum of one (1) session and not exceed four (4) sessions per  
6 PARTICIPANT. WYS shall offer Crisis Counseling on a weekly basis, once a  
7 week, for a minimum of four (4) sessions and a maximum of twenty (20) sessions  
8 per PARTICIPANT. Crisis Counseling sessions shall be a minimum of fifty (50)  
9 minutes in duration. Crisis counseling shall be based on motivational  
10 interviewing and solution focused crisis intervention.

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

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

28 ///

1                   5.2.7    WYS shall provide qualified, bilingual licensed/licensed  
2 eligible Counselor staff as specified in Subparagraph 14.9 of this Exhibit.

3           5.3    Family Support Services (FC):

4                   5.3.1    The objectives of Family Support Services are as follows:

5                           5.3.1.1    Increase families' follow-through with  
6 service providers.

7                           5.3.1.2    Increase access to resources.

8                           5.3.1.3    Increase effective coordination of services  
9 among providers.

10                          5.3.1.4    Assist in accessing resources so families may  
11 achieve economic self-sufficiency.

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

22                   5.3.3    FC shall provide Family Support Services continuously  
23 throughout the term of this Agreement during FRC operating hours, or at dates  
24 and times convenient for PARTICIPANTS. FC shall provide Family Support  
25 Services for a minimum of thirty (30) days.

26                   5.3.4    FC shall primarily provide Family Support Services in  
27 family's home, at the FRC, or at other community locations as needed with  
28 advance written approval by ADMINISTRATOR.

1           5.3.5 FC shall provide qualified, bilingual Family Support  
2 Specialist staff as specified in Subparagraph 14.13 of this Exhibit.

3           5.4 Foster and Adoptive Parent Recruitment (FC):

4           5.4.1 The objective of Foster and Adoptive Parent Recruitment  
5 services is to increase foster/adoptive awareness to prospective caregivers.

6           5.4.2 FC shall help promote, in collaboration with  
7 ADMINISTRATOR, the need for foster and adoptive resources for children in need  
8 of a permanent home. Promotional activities may include, but are not limited  
9 to: displaying media or printed material at the FRC, promotion at community  
10 events/workshops, and distribution of flyers and other marketing materials to  
11 local community residents. The FRC Coordinator shall coordinate the delivery  
12 of this service.

13           5.4.3 FC shall refer a minimum of ten (10) prospective  
14 Foster/Adoptive parents to SSA annually, contact a minimum of two hundred and  
15 fifty (250) participants annually through outreach speaking engagements, and  
16 distribute Foster and Adoptive Parent Recruitment flyers to a minimum of two  
17 thousand (2,000) unduplicated PARTICIPANTS annually.

18           5.4.4 Foster and Adoptive Parent Recruitment services shall be  
19 offered continuously throughout the term of this Agreement.

20           5.4.5 FC's Foster and Adoptive Parent Recruitment Services  
21 shall address only the following PSSF service category: APS

22           5.4.6 FC shall provide qualified Foster and Adoptive Parent  
23 Recruiter staff (e.g., FRC Coordinator) to provide this service as specified  
24 in Subparagraph 14.14 of this Exhibit.

25           5.5 FRC Case Management Team (WYS):

26           5.5.1 The objectives of FRC Case Management Team (FRC CMT)  
27 services are as follows:

28       ///

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

5.5.1.2 Improve resource linkages.

5.5.1.3 Improve individual and family functioning.

5.5.1.4 Decrease duplication of services.

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

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

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

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



1                   5.5.3.2    Individualized Treatment Plan: On the basis  
2 of the assessment in 5.5.3.1, the FRC CMT shall develop an individualized  
3 treatment plan with the PARTICIPANT that identifies priorities, desired  
4 outcomes, the strategies and resources to be used to attain the outcomes,  
5 follow up, and termination.

6                   5.5.3.3    Reassessment:       The FRC CMT Clinical  
7 Supervisor and CMT shall reassess the PARTICIPANT's status, with input from  
8 Contractor Partner Agencies, in a weekly clinical review of cases. FRC CMT  
9 meetings shall provide weekly evaluations and assessment for PARTICIPANTS.

10                  5.5.3.4    Termination: The FRC Clinical Supervisor and  
11 CMT shall jointly terminate the case when the desired outcomes have been  
12 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

13                  5.5.4    WYS in coordination with Contractor Partner Agencies  
14 shall provide FRC CMT services continuously throughout the term of this  
15 Agreement during FRC hours of operation. FRC CMT meetings shall be scheduled  
16 a minimum of one (1) day per week for a minimum of one (1) hour in duration.  
17 The FRC CMT Clinical Supervisor shall facilitate FRC CMT meetings.

18                  5.5.5    WYS shall complete the required forms referenced in  
19 Subparagraph 4.9 and also the FRC CMT Tracking and Outcomes Log specified in  
20 Subparagraph 8.4.

21                  5.5.6    WYS shall provide qualified CMT Clinical Supervisor staff  
22 to facilitate FRC CMT meetings, as specified in Subparagraph 14.6 of this  
23 Exhibit.

24           5.6    Information and Referral Services (CP):

25                  5.6.1    The objective of Information and Referral Services is to  
26 increase access to community resources for families in need.

27                  5.6.2    CP shall provide Information and Referral Services for a  
28 minimum of two thousand (2,000) PARTICIPANTS annually. Information and

Referral Services shall include an assessment of need and referral services including, but not limited to the following: assessment of needs, referral to emergency housing, emergency food, family counseling, childcare, substance abuse counseling and treatment, parent education, utility assistance, health and mental health treatment, education and job training, legal aid, and youth academic and recreation services. Information and Referral Specialist shall collaborate with other community agencies by receiving and referring clients, which may include, but not limited to 2-1-1 Orange County, Help Me Grow, etc.

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

5.6.4 CP shall provide qualified, bilingual Information and Referral Specialist staff as specified in Subparagraph 14.16 of this Exhibit.

5.7 Other Services - Afterschool Academic Assistance (FC):

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

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

5.7.1.2 Assist PARTICIPANTS increase their academic performance.

5.7.2 FC shall provide Afterschool Academic Assistance services to a minimum of one hundred (100) unduplicated PARTICIPANTS annually. Afterschool Academic Assistance service is comprised of three components: Tutoring for Youth, Tutoring for Middle School, and Tutoring for High School students. Afterschool Academic Assistance services includes, but are not limited to, the following: after school homework tutoring, development of

1 academic skills and responsibilities, computer lab research, word processing,  
2 literature and science curriculum, and academic enrichment. Tutoring for  
3 Youth includes, but is not limited to, the following: building study skills,  
4 homework assistance, and remedial assistance. Tutoring for Middle School  
5 includes, but is not limited to, the following: homework assistance, study  
6 and computer skills, and encouragement of lifelong learning. Tutoring for  
7 High School includes, but is not limited to, the following: homework  
8 assistance, subject tutoring, enrichment, application assistance and  
9 preparation to pass the California High School Exit Exam, career exploration,  
10 and college preparation and support.

11 5.7.3 FC shall provide Afterschool Academic Assistance services  
12 on a drop-in basis from Monday through Thursday during the academic school  
13 year and for six (6) weeks during the summer. Afterschool Academic Assistance  
14 services shall be offered from 3:00 p.m. to 6:00 p.m. for PARTICIPANTS in  
15 elementary and middle schools, and from 6:00 p.m. to 8:00 p.m. on Mondays and  
16 Wednesdays for PARTICIPANTS in middle and high school.

17 5.7.4 FC shall provide qualified Education Site Manager staff  
18 as specified in Subparagraph 14.11 of this Exhibit.

19 5.8 Other Services - Emergency Assistance (FC):

20 5.8.1 FC shall provide Emergency Assistance services to a  
21 minimum of four hundred (400) unduplicated PARTICIPANTS annually. Emergency  
22 Assistance services shall include, but is not limited to, the following:  
23 assistance with emergency food; rent; utilities; clothing; and supportive food  
24 programs comprised of the following: commodities; Senior Brown Bag; Mobile  
25 Pantry; Kids Café; Food Rescue; Daily Food; and Women, Infants, and Children  
26 food voucher program.

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1                   5.8.2 FC shall provide Emergency Assistance services  
2 continuously throughout the term of this Agreement, during FRC operating  
3 hours.

4                   5.8.3 FC shall provide qualified Family Services Assistant  
5 staff as specified in Subparagraph 14.12 of this Exhibit.

6           5.9 Other Services - Family Fun Events (FC):

7                   5.9.1 FC shall provide Family Fun Events services to a minimum  
8 of four hundred (400) PARTICIPANTS annually. Family Fun Events services shall  
9 include, but is not limited to, the following: "Spring Fun Day" and "Holiday  
10 Outreach." Family Fun Events services shall be comprised of games,  
11 activities, and holiday crafts.

12                  5.9.2 FC shall provide two (2) Family Fun Events annually.

13                  5.9.3 FC shall provide qualified FRC Coordinator staff as  
14 specified in Subparagraph 14.15 of this Exhibit.

15           5.10 Other Services - Father Events (FC):

16                  5.10.1 The objectives for Father Events are as follows:

17                          5.10.1.1 Encourage father-child bonding.

18                          5.10.1.2 Encourage positive interaction for fathers  
19 and their children.

20                  5.10.2 In addition to PARTICIPANTS referenced in Paragraph 1,  
21 Father Events may also include: relative caregivers, adoptive fathers, and  
22 military fathers.

23                  5.10.3 FC shall provide Father Events for a minimum of forty  
24 (40) PARTICIPANTS annually. Father Events activities shall include cultural  
25 enrichment, education, and recreation to promote healthy father-child bonding,  
26 quality time, and communication.

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1           5.10.4 FC shall provide a minimum of four (4) Father Events  
2 annually, one (1) each quarter, including, but not limited to, the following:  
3 Dinner with Dad Movie Night, Story time with Dad, and themed sports nights.

4           5.10.5 FC shall provide qualified FRC Coordinator staff as  
5 referenced in Subparagraph 14.15 of this Exhibit.

6           5.11 Other Services - Food Distributions (FC):

7           5.11.1 The objectives for Food Distribution services are to  
8 provide healthy supplemental food for families to ensure they have a stable  
9 food supply for their children.

10          5.11.2 FC shall provide Food Distributions for a minimum of  
11 three thousand (3,000) individuals annually.

12          5.11.3 FC shall provide weekly and monthly Food Distributions.

13          5.11.4 FC shall provide qualified Family Services Assistant  
14 staff as referenced in Subparagraph 14.12 of this Exhibit.

15          5.12 Other Services - Health and Resource Fair (FC):

16          5.12.1 FC shall provide Health and Resource Fair services to a  
17 minimum of two hundred (200) unduplicated PARTICIPANTS annually. FC shall  
18 provide a minimum of one (1) Health and Resource Fair event annually for a  
19 minimum of three (3) hours in duration. Health and Resource Fair services  
20 include, but is not limited to the following: community resources, linkage and  
21 information on health insurance, dental care, immunization, nutrition, foster  
22 and adoption, health assessments, voter registration, school readiness, and  
23 domestic violence intervention.

24          5.12.2 FC shall provide qualified FRC Coordinator staff as  
25 specified in Subparagraph 14.15 of this Exhibit.

26          5.13 Out-of-School-Time Youth Program (CP):

27          5.13.1 The objectives of Out-of-School-Time Youth Program are as  
28 follows:

5.13.1.1 Increase social connection amongst peers.

5.13.1.2 Provide a safe place for school-aged children.

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

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

5.13.3 CP shall offer Out-of-School-Time activities from Monday through Friday, during the academic school year, from 3:00 p.m. to 6:00 p.m. CP shall offer Out-of-School-Time activities from Monday through Friday, during the summer, from 11:30 a.m. to 4:30 p.m.

5.13.4 CP shall provide qualified Out-of-School-Time Leader staff as specified in Subparagraph 14.17 of this Exhibit.

5.14 Parenting Education (WYS):

5.14.1 The objectives for Parent Education are as follows:

5.14.1.1 Increase social support.

5.14.1.2 Enhance coping skills.

5.14.1.3 Improve knowledge of child development.

5.14.1.4 Improve knowledge of appropriate and effective discipline.

5.14.2 WYS shall utilize the Love and Logic curriculum or other evidence-based or evidence-informed parenting education curriculum. Elements of an effective parenting education program shall improve parenting skills and family functioning by teaching parents/caregivers about child development

(e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g., communication and stress management). As applicable, parenting education emphasis shall be placed on the prevention of recurrence of child abuse and/or shall address attachment, bonding, and traumatic loss issues.

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

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

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

5.14.6 WYS shall provide qualified, bilingual Parenting Educator staff as specified in Subparagraph 14.19 of this Exhibit.

5.15 Personal Empowerment Program (Certified Domestic Violence Prevention and Treatment Education Program) - General and TLFR Participants (WTLC):

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

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

5.15.1.2 Develop or enhance safety plan for domestic violence victims.

1                   5.15.1.3   Increase victim's understanding of the  
2 effects domestic violence has on children.

3                   5.15.1.4   Increase victim's awareness on the various  
4 types of abuse.

5                   5.15.1.5   Promote safety and permanency in homes and  
6 communities through prevention efforts aimed at child abuse and domestic  
7 violence.

8                   5.15.2   Personal Empowerment Program services shall be a ten (10)  
9 week educational support program to help victims break the cycle of domestic  
10 violence through education on the dynamics of domestic violence, effects of  
11 violence on victims and their children, and to help victims protect children  
12 who live in domestic violence homes. Topics shall include, but are not  
13 limited to: safety planning, boundaries, anger management, legal aspects of  
14 domestic violence, work through denial, and maintain healthy relationships.  
15 Services shall target the general community as well as COUNTY's TLFR  
16 population.

17                  5.15.3   WTLC shall provide PEP services to a minimum of forty  
18 (40) unduplicated PARTICIPANTS annually.

19                  5.15.4   WTLC shall provide a minimum of ten (10) weeks of  
20 educational support programs that shall be offered continuously during the  
21 term of this Agreement. Each class shall be a minimum of two (2) hours in  
22 duration, at dates and times convenient for PARTICIPANTS.

23                  5.15.5   When providing PEP services to COUNTY's TLFR population,  
24 WTLC shall also be required to include, but not be limited to: verification of  
25 attendance, issuance of certificates of completion, and verbal and/or written  
26 reports to COUNTY Social Workers.

27                  5.15.6   WTLC shall provide qualified, bilingual Personal  
28 Empowerment Program Instructor/Community Education Advocate staff as specified



1 in Subparagraph 14.20 of this Exhibit. During the entire term of this  
2 Agreement, PEP providers must be approved by the PEP Program Collaborative of  
3 Orange County.

4 5.16 Time-Limited Family Reunification Family Fun Activities (FC):

5 5.16.1 The objectives of Time-Limited Family Reunification  
6 (TLFR) Family Fun Activities are to increase parent-child bonding and provide  
7 a safe and enriching interactive environment for TLFR families.

8 5.16.2 FC shall provide TLFR Family Fun Activities to  
9 PARTICIPANTS. In addition to participants referenced in Paragraph 1, TLFR  
10 Family Fun Activities may also include children that are removed from their  
11 home and placed in a foster family home or a childcare institution and parents  
12 or primary caregiver of such a child, in order to facilitate the reunification  
13 of the child, safely and appropriately.

14 5.16.3 FC shall provide TLFR Family Fun Activities services for  
15 a minimum of fifteen (15) unduplicated FAMILIES annually. TLFR Family Fun  
16 Activities shall include supervised and organized activities and events for  
17 children of parents and/or caregivers in the reunification process.  
18 Activities can include arts and cultural enrichment, education, and recreation  
19 to promote healthy parent-child bonding, quality time, and communication. In  
20 the event a parent is participating in monitored/supervised visitation while  
21 simultaneously participating in a Family Fun Activity, the SSA approved  
22 monitor or supervised visitation specialist must be present during the entire  
23 length of the Family Fun Activity.

24 5.16.4 FC shall provide a minimum of two (2) TLFR Family Fun  
25 Activities (events) annually; topics may include, but are not limited to, the  
26 following: Halloween event, Holiday Outreach event in December, and Spring  
27 Fun Day. Events shall occur during evening or weekend hours.

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1                   5.16.5 FC shall provide TLFR Family Fun Activities services at  
2 FRC locations or at other community locations as needed with advance written  
3 approval by ADMINISTRATOR.

4                   5.16.6 FC's TLFR Family Fun Activities services shall address  
5 the following PSSF service category: TLFR.

6                   5.16.7 FC shall provide qualified TLFR Family Fun Activities  
7 Leader staff (e.g., FRC Coordinator) as specified in Subparagraph 14.22 of  
8 this Exhibit.

9                   6.    ADDITIONAL CONTRACTOR RESPONSIBILITIES

10                  6.1   In addition to providing the services described in Paragraph 5 of  
11 this Exhibit A, CONTRACTOR agrees to:

12                  6.1.1   Provide ADMINISTRATOR a bi-annual detailed marketing plan  
13 for each contracted service, and revise, if necessary, as requested by  
14 ADMINISTRATOR.

15                  6.1.2   Actively engage the community including local residents,  
16 faith-based groups, businesses, public and private organizations, civic  
17 groups, and others in the planning and implementation of services that promote  
18 the well-being, safety, and permanency of children, families and communities.

19                  6.1.3   Develop and maintain a Governance Structure document  
20 outlining resource sharing, accountability, decision-making strategies, and  
21 conflict resolution plan. The Governance Structure shall include, but not be  
22 limited to: the addition and/or deletion of any Contractor Partner Agencies,  
23 change of designated lead agent, ongoing community input, and involvement,  
24 principles of collaboration, and voting quorum (including what constitutes a  
25 quorum).

26                  6.1.4   Develop a Community Engagement Advisory Committee (CEAC)  
27 that shall meet a minimum of quarterly during the term of this Agreement. The  
28 FRC will maintain a roster and a copy of minutes for all CEAC meetings. The

1 composition of CONTRACTOR's CEAC shall vary depending on the specific goals  
2 of, and the services to be provided by the FRC. The CEAC shall consist of  
3 community members such as parents, youths, teachers, school community  
4 liaisons, business professionals, religious community leaders, law  
5 enforcement, human and health service professionals, and city representatives.  
6 On an annual basis, CEAC shall assess, survey, and identify community  
7 strengths and needs to advocate for FRC services to meet community needs;  
8 develop parent and youth leadership; and engage business community to provide  
9 tangible support and leadership. CEAC shall enlist broad community support  
10 and advocacy for the FRC by fundraising for the FRC and hosting events. A  
11 minimum of one thousand dollars (\$1,000) shall be allocated to the CEAC within  
12 the FRC budget for the purposes of its members to use for planning events, and  
13 other activities as deemed necessary by the CEAC committee. FC shall provide  
14 qualified Community Engagement Volunteer Coordinator staff as specified in  
15 Subparagraph 14.8 of this Exhibit.

16 6.1.5 Follow procedures provided by ADMINISTRATOR for reporting  
17 any special incidents that occur during CONTRACTOR's performance of duties  
18 under this Agreement involving CONTRACTOR's staff, PARTICIPANTS, and/or  
19 property.

20 6.2 City of Placentia shall provide a minimum of two hundred ninety-  
21 six (296) hours annually to Childcare services at the FRC to children of  
22 parents attending FRC programs during FRC operating hours, continuously  
23 throughout the term of this Agreement, or at dates and times convenient for  
24 PARTICIPANTS. Allowable costs include direct child care services and  
25 purchases of cleaning supplies, snacks directly related to child care  
26 services, activities, age appropriate toys, crafts, and games. Child Care  
27 services shall be reimbursed based on actual hours worked. City of Placentia  
28 ///

shall provide qualified Childcare Worker(s) staff as specified in Subparagraph 14.4 of this Exhibit.

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

#### 7. FACILITIES

7.1 Friendly Center Placentia Family Resource Center is located at:  
900 S. Melrose Street  
Placentia, CA 92870-7117

7.2 Administrative services under this Agreement shall be provided at Friendly Center Placentia Family Resource Center and:  
Friendly Center  
P.O. Box 706  
Orange, CA 92856-6706

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

#### 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

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

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

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

8.2.1 Provide concrete support in times of need;

8.2.2 Increase parental resilience;

8.2.3 Increase knowledge of parenting and child development;

8.2.4 Support the social and emotional competence of children;

and

8.2.5 Build parents’ social connections.

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

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

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

8.3.1 FRC CMT Clinical Supervisor 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 entered correctly into the FaCT data system and within timelines required by ADMINISTRATOR. Contractor Partner Agencies are responsible for their own

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

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

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

## 10 9. REPORTS

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

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

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

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

## 25 10. UTILIZATION REVIEW

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

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

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

#### 11. SUSTAINABILITY

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

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

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

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

11.3.2 Training programs developed by or for FaCT;

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

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

11.3.5 Pursuit of linkages with other partners as appropriate;  
and

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



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

12. MEETINGS AND TRAININGS:

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

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

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

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

13. BUDGET

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

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

1 and type of FTE positions, specified in the annual budget included in  
2 Subparagraph 13.1, without reducing the level of services to be provided or  
3 exceeding COUNTY's maximum obligation as stated in Subparagraph 20.1 of this  
4 Agreement.

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

15 13.4 In the event the budget shown in Subparagraph 13.1 is modified,  
16 the modified budget shall remain in effect for the remainder of the contract  
17 term, unless superseded by subsequent budget modification(s) that have been  
18 approved in writing by ADMINISTRATOR. For example, if Budget Modification #1  
19 is approved on March 15, 2016, the modified budget will remain in effect until  
20 Budget Modification #2 is requested and approved in writing. The annual  
21 budget beginning on July 1<sup>st</sup> of each fiscal year shall be identical to the  
22 most recently modified annual budget. Under no circumstances shall funds  
23 unspent in one fiscal year carry over to another fiscal year.

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

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

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

13           13.8 Budget Modification Requests will be considered for approval when  
14 such requests are to reallocate funds within a similar category such as  
15 reallocating unused funds from a direct service salary position to a new  
16 direct participant service (i.e., Life Skills Workshop) or reallocating unused  
17 Office Supply funds to increase an Insurance line item. Funds may not shift  
18 from a direct service line item to an administrative line item.

19           13.8.1 Consideration for an exception to the provision described  
20 in Subparagraph 13.7 will be considered on a case-by-case basis and shall be  
21 approved at the sole discretion of COUNTY.

22           13.9 In the event ADMINISTRATOR reduces the maximum obligation as  
23 stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree  
24 in writing to proportionately reduce the service goals as set forth in this  
25 Exhibit.

26           13.10 To ensure a meaningful collaboration among Contractor Partner  
27 Agencies and decision-making, no single CONTRACTOR shall have more than fifty-  
28 ///

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> <sup>(1)</sup>	<u>Maximum Hourly Rate</u> <sup>(2)</sup>	<u>Budget</u>
<u>Friendly Center, Inc. (FC)</u> <sup>(5)</sup>			
Accounting Coordinator (Admin.)	0.125	\$20.00	\$5,200
Community Engagement Volunteer Coordinator (Service 6.1.4)	0.50	\$13.00	12,480
Education Site Manager (Service 5.7)	0.75	\$15.00	20,280
Family Services Assistant (Service 5.8 and 5.11)	0.50	\$13.00	12,480
Family Support Specialist (Service 5.3)	1.00	\$15.00	29,120
FRC Coordinator (Service 5.4, 5.9, 5.10, 5.12, 5.16)	1.00	\$20.00	41,600
Tutor Lead (Service 5.7)	0.25	\$12.00	<u>5,200</u>
SUBTOTAL FC SALARIES:			\$126,360
FC Benefits (14%) <sup>(3 and 4)</sup>			<u>17,690</u>
SUBTOTAL FC SALARIES AND BENEFITS:			\$144,050
<u>City of Placentia (CP)</u> <sup>(5)</sup>			
Childcare Worker (Service 6.2)	0.14	\$11.43	\$3,046
Information and Referral Specialist (English/Spanish) (Service 5.6)	1.00	\$16.18	33,655
OST Leader (Service 5.13)	0.32	\$12.60	7,757
OST Leader Aide (Service 5.13)	0.48	\$11.43	<u>10,039</u>
SUBTOTAL CP SALARIES:			\$54,497

CP Benefits (35.35%) <sup>(3 and 4)</sup>			<u>19,264</u>
SUBTOTAL CP SALARIES AND BENEFITS:			\$73,761
<u>WOMEN'S TRANSITIONAL LIVING CENTER (WTLC) <sup>(5)</sup></u>			
Community Education Supervisor (Admin)	0.10	\$22.00	\$2,112
Director (Admin.)	0.05	\$26.00	1,248
Personal Empowerment Program Instructor/Community Education Advocate (Service 5.15)	0.20	\$16.00	<u>6,144</u>
SUBTOTAL WTLC SALARIES:			\$9,504
WTLC Benefits (22 %) <sup>(3 and 4)</sup>			<u>1,943</u>
SUBTOTAL WTLC SALARIES AND BENEFITS:			\$11,447
<u>Western Youth Services (WYS) <sup>(5)</sup></u>			
Clinical Supervisor (Service 5.1)	0.05	\$34.85	\$3,624
CMT Clinical Supervisor (Service 5.5)	0.10	\$34.85	7,248
Counselor (Service 5.2)	0.50	\$26.44	27,498
Parenting Educator (Service 5.14)	0.0375	\$26.44	2,062
Program Director (Admin.)	0.0125	\$34.85	<u>906</u>
SUBTOTAL WYS SALARIES:			\$41,338
WYS Benefits (21%) <sup>(3 and 4)</sup>			<u>8,681</u>
SUBTOTAL WYS SALARIES AND BENEFITS:			\$50,019
<u>PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
FC CEAC (Service 6.1.4)			\$1,000
WYS Direct Service Expense			150
WTLC Direct Service Expense			<u>2253</u>
SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES:			\$3,403
<u>ADMINISTRATIVE SERVICES AND SUPPLIES <sup>(5)</sup></u>			
<u>SERVICES</u>			
FC Independent Audit			\$500
FC Program Expense			\$4,015
WYS Independent Audit			<u>180</u>
<u>SUPPLIES</u>			
FC Office Supplies			\$200
FC Postage			200
CP Office Supplies			250
WYS Office Supplies			<u>150</u>
SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:			\$5,495

OPERATING EXPENSES <sup>(5)</sup>

FC Insurance	\$4,000
CP Equipment Lease/ Rental Copy Machine	1,500
CP Telephone/Internet	1,000
WYS Insurance	225
WYS Mileage <sup>(6)</sup>	300
WYS Staff Training	150
WTLC Mileage <sup>(6)</sup>	<u>300</u>
SUBTOTAL OPERATING EXPENSES:	\$7,475

INDIRECT COSTS <sup>(5)</sup>

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

<sup>(1)</sup> 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.

<sup>(2)</sup> Maximum hourly rate permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

<sup>(3)</sup> 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. CP's overall benefit rate shall not exceed 35.35% of actual

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

5 <sup>(4)</sup> An actual expenditure for a vacation/sick time accrual payment, paid  
 6 to an employee upon separation in accordance with CONTRACTOR's established  
 7 policy, will be included as an itemized amount on the Salary and Benefit  
 8 Worksheet submitted as part of CONTRACTOR's monthly invoice packet. The  
 9 amount eligible for reimbursement shall be limited to the amount of  
 10 vacation/sick time earned by the employee during the COUNTY fiscal year in  
 11 which the claim is made, minus any vacation/sick time the employee used during  
 12 the same fiscal year. For example, if an employee separates on February 15,  
 13 2016, the vacation/sick time accrual amount eligible for reimbursement through  
 14 the Agreement shall be based upon the period of July 1, 2015 through February  
 15 15, 2016 only.

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

21 <sup>(6)</sup> Mileage is limited to the amount allowed by Internal Revenue Service.

## 22 14. STAFF

### 23 14.1 Recruitment Practices:

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

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

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

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

CONTRACTOR shall provide the following described staff positions:

14.3 Accounting Coordinator (FC):

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

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

14.4 Childcare Worker (CP):

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

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

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14.5 Clinical Supervisor (WYS):

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

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

14.6 CMT Clinical Supervisor (WYS):

14.6.1 Duties: Facilitate case management team group process, ensure thorough assessment and linkages for families to resources, and ensure team and/or staff members follow up on all mandated reporting requirements. Responsibilities include, but are not limited to: verify and track attendance of required FRC CMT members; ensure PARTICIPANT confidentiality/release forms are signed by PARTICIPANT and FRC CMT members; review the laws of confidentiality and child, elder/dependent adult abuse reporting on an annual basis and ensure compliance for each case presented; ensure all FRC CMT cases conferenced are multiple needs cases (i.e., not just information and referral); facilitate weekly review of FRC CMT cases, including a thorough assessment of needs, treatment plan, follow up plan, and termination; provide and coordinate ongoing cross-training to FRC CMT on clinical training needs; ensure families are invited to the FRC CMT meetings; maintain a binder of weekly case logs and registration forms for each case conferenced at FRC CMT;

complete standardized FRC CMT assessment tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT database; and actively engage new collaborative partners and/or other COUNTY agency representatives to conference cases that would benefit families.

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

14.7 Community Education Supervisor (WTLC):

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

14.7.2 Qualifications: Minimum of four (4) years of supervisory experience, completion and certification of mandated 40-hour domestic violence training, completion of Child Abuse Prevention and Reporting training, and completion of PEP training. Proficiency in English and Spanish is required.

14.8 Community Engagement Volunteer Coordinator (FC):

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

14.8.2 Qualifications: Option One (1): Bachelor's degree in human services or related field from an accredited university; two (2) years of experience working with at-risk families and the community, including one (1) year supervisory experience; knowledge of public and private social services agencies, community resources, including Federal and State programs; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; and computer competency. Proficiency in English is required, and bilingual, based on community language need, is preferred.

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

14.9 Counselor (WYS):

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

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

1           14.10 Director (WTLC):

2           14.10.1 Duties: Responsible for attending FRC collaborative  
3 meetings, oversight and training of staff, supporting the development of PEP.  
4 Clinical supervision of direct services staff.

5           14.10.2 Qualifications: Master's degree in human services or  
6 related field from an accredited university and five (5) years of experience  
7 of management experience working with at risk families and the community.

8           14.11 Education Site Manager (FC):

9           14.11.1 Duties: Oversee tutoring programs for students grades  
10 kindergarten through high school; supervise work-study students, volunteers,  
11 and interns; train tutors on common core curriculum; monitor attendance and  
12 participation; administer, compile, and record student assessment data; and  
13 collect and input data into FaCT database.

14           14.11.2 Qualifications: High school diploma or equivalent,  
15 twelve (12) units of child development or related course work, and one (1)  
16 years of experience working with school age children is required; strong  
17 organizational, communication and computer skills; ability to communicate with  
18 school staff, parents, and students. Proficiency in English is required and  
19 bilingual, based on community language need, is preferred.

20           14.12 Family Services Assistant (FC):

21           14.12.1 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.

14.12.2 Qualifications Option One (1): 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.

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

14.13 Family Support Specialist (FC):

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

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

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

3 14.14 Foster and Adoptive Parent Recruiter (FC):

4 14.14.1 Duties: Responsibilities include speaking at service  
5 clubs, school district collaborative meetings, local school parent meetings,  
6 and churches. Distribute print media at community events, collaborative  
7 meetings, and corporate events.

8 14.14.2 Qualifications: High school diploma or equivalent, one  
9 (1) year community experience working directly with families in crisis and  
10 community, knowledge of local resources, excellent customer service skills,  
11 and computer competency (i.e. knowledge and ability to use computers and  
12 related technology). Proficiency in English and bilingual, based on community  
13 language need, is required.

14 14.15 FRC Coordinator (FC):

15 14.15.1 Duties: Perform a variety of administrative functions  
16 including; coordinate service providers; supervise FRC staff; oversee the day-  
17 to-day operation of the FRC; compile statistical and financial data for  
18 various reports; facilitate community involvement in the CEAC; coordinate  
19 governance and policy procedure development; coordinate staff training  
20 opportunities; prepare and monitor program budget; perform outreach to  
21 community businesses and schools; market FRC services within the community;  
22 initiate outreach to new partners and service providers; address public  
23 inquires regarding services, procedures, operations, and regulations;  
24 facilitate Contractor Partner Agencies and staff meetings and ensure  
25 completion of meeting minutes; complete all required documentation;  
26 collaborate with the COUNTY in promoting Foster/Adoptive Parent Recruitment  
27 Services, at community events/workshops and other local community events as  
28 needed, for foster and adoptive resources for children in need of a permanent

home; attend all required FaCT meetings and trainings; and perform related duties as assigned.

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

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

14.16 Information and Referral Specialist (CP):

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

14.16.2 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.

14.17 Out-of-School-Time Leader (CP):

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

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

14.18 Out-of-School-Time Leader Aide (CP):

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

14.18.2 Qualifications: High school diploma or equivalent and six (6) months of experience working with children is required. Six (6) units of child development or related course work is preferred. Proficiency in English is required, and bilingual, based on community language need, is preferred.

14.19 Parenting Educator (WYS):

14.19.1 Duties: Teach Parenting Education classes and workshop; improve parent skills and family functioning; monitor attendance and



1 participation; provide written reports; administer FaCT-approved pre/post  
2 measurement tools; and enter the results into the FaCT database.

3 14.19.2 Qualifications: Possess a minimum of twelve (12) units  
4 of college education in child development, psychology, sociology, social work,  
5 or a related field; one (1) year of experience working in the human services  
6 field; and trained and/or certified to provide the chosen evidence-based or  
7 evidence-informed curriculum. Proficiency in English and bilingual, based on  
8 community language need, is required.

9 14.20 Personal Empowerment Program Instructor/Community Education  
10 Advocate (WTLC):

11 14.20.1 Duties: Provide and instruct Personal Empowerment  
12 Program (PEP) services, administer FaCT-approved pre/post measurement tools,  
13 and enter results into the FaCT database. Duties for TLFR PARTICIPANTS  
14 include, but are not limited to: verify attendance, issue certificates of  
15 completion, and provide verbal and/or written reports to County social  
16 workers.

17 14.20.2 Qualifications: Possess a minimum of two (2) years of  
18 experience working with domestic violence families, forty (40) hours of  
19 Domestic Violence Prevention training, eight (8) hours of Child Abuse  
20 Prevention and Reporting Training, and completion of Personal Empowerment  
21 Program Training. A valid Domestic Violence Advocate Certificate is required.  
22 Proficiency in English and bilingual, based on community language need, is  
23 required.

24 14.21 Program Director (WYS):

25 14.21.1 Duties: Oversee all WYS services contracted with FaCT,  
26 supervise FaCT-contracted staff, complete required reports and documents, and  
27 attend all required meetings.

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14.21.2 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.

14.22 TLFR Family Fun Activities Leader (FC):

14.22.1 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.

14.22.2 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.

14.23 Tutor Lead (FC):

14.23.1 Duties: Assist with tutoring programs for students' grades kindergarten through high school. Provide support for the Education Site Manager. Assist students with homework, projects and enrichment. Monitor attendance and participation, administer, compile, and record student assessment data. Collect and input data into the FaCT data base.

14.23.2 Qualifications: High school diploma or equivalent, some college coursework preferred, strong organizational, communication and computer skills. Proficiency in English is required and bilingual, based on community language need, is preferred.

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