

1 shall be administered by the County of Orange Social Services Agency Director
2 or designee, hereinafter referred to as "ADMINISTRATOR."

3
4 W I T N E S S E T H:

5
6 WHEREAS, Federal legislation has provided funding under the Promoting
7 Safe and Stable Families Program (formerly known as the "Family Preservation
8 and Support Program" and currently known in the COUNTY as Families and
9 Communities Together [FaCT] Program) and other funding sources for the
10 provision of services intended to maintain the safety of children in their
11 homes; help families through crises that might lead to the removal of children
12 from their homes or speed the return of children to their homes; alleviate
13 stress and promote parental competencies; and to provide family stabilization
14 services to increase success in achieving self-sufficiency; and

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

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

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

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

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Exhibit A

1.	POPULATION TO BE SERVED	1
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1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

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

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

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

17 5. LICENSES AND STANDARDS

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

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

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

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

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

16 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

17 6.1 Delegation and Assignment:

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

27 6.2 Subcontracts:

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

8 6.2.1 Subcontracts of \$25,000 or less:

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

17 6.2.2 Subcontracts in excess of \$25,000:

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

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

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

15 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

16 7.1 Form of Business Organization:

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

21 7.1.1 The form of CONTRACTOR's business organization, i.e.,
22 proprietorship, partnership, corporation, etc.

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

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

5 7.2 Change in Form of Business Organization:

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

13 7.3 Real Property Disclosure:

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

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

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

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

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

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

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

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

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

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

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

4 8. NON-DISCRIMINATION

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

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

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

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

25 8.5 Non-Discrimination in Employment:

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

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

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

10 California Department of Social Services

11 Public Inquiry and Response Bureau

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

13 Sacramento, CA 94244-2430

14 Telephone: (800) 952-5253

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

16 8.6 Non-Discrimination in Service Delivery:

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

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

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

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

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

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

9. NOTICES

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

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

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

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

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

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

12. INSURANCE

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

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

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

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

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

18 12.5 Qualified Insurer:

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

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

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

Coverage	Minimum Limits	Responsible Contractor Partner Agencies
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Children's Bureau of Southern California (CB); Interval House (IH); Ocean View School District (OVSD); The Raise Foundation (RF); and Western Youth Services (WYS)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	CB, IH, OVSD, RF, and WYS
Workers' Compensation	Statutory	CB, IH, OVSD, RF, and WYS
Employer's Liability Insurance	\$1,000,000 per occurrence	CB, IH, OVSD, RF, and WYS
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	CB, IH, RF, and WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	CB, IH, OVSD, RF, and WYS

12.8 Required Coverage Forms:

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

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

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1 12.9 Required Endorsements:

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

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

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

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

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

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

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

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

1 12.15 If CONTRACTOR fails to provide the insurance certificates and
2 endorsements within seven (7) days of notification by CEO/County Procurement
3 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

4 12.16 COUNTY expressly retains the right to require CONTRACTOR to
5 increase or decrease insurance of any of the above insurance types throughout
6 the term of this Agreement. Any increase or decrease in insurance will be as
7 deemed by County of Orange Risk Manager as appropriate to adequately protect
8 COUNTY.

9 12.17 COUNTY shall notify CONTRACTOR in writing of changes in the
10 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
11 certificates of insurance and endorsements with COUNTY incorporating such
12 changes within thirty (30) days of receipt of such notice, this Agreement may
13 be in breach without further notice to CONTRACTOR, and COUNTY shall be
14 entitled to all legal remedies.

15 12.18 The procuring of such required policy or policies of insurance
16 shall not be construed to limit CONTRACTOR's liability hereunder nor to
17 fulfill the indemnification provisions and requirements of this Agreement, nor
18 act in any way to reduce the policy coverage and limits available from the
19 insurer.

20 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

21 CONTRACTOR shall report to COUNTY:

22 13.1 Any accident or incident relating to services performed under this
23 Agreement which involves injury or property damage which may result in the
24 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
25 shall be made in writing within twenty-four (24) hours of occurrence.

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

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

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

12 14. CONFLICT OF INTEREST

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

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

23 15. ANTI-PROSELYTISM PROVISION

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

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1 16. SUPPLANTING GOVERNMENT FUNDS

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

11 17. EQUIPMENT

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

21 CONTRACTOR further agrees to the following:

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

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

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

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

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

18 17.3 Personal Computer Equipment:

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

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1 18. BREACH SANCTIONS

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

7 18.1 Afford CONTRACTOR a time period within which to cure the breach,
8 which period shall be established by ADMINISTRATOR; and/or

9 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
10 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
11 later recovery; and/or

12 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
13 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

16 19. DESIGNATED LEAD AGENCY

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

1 the Contractor Partner Agencies. Each of the Contractor Partner Agencies
2 agrees that COUNTY's disbursement of payment to the designated lead agent
3 shall satisfy COUNTY's payment obligation under this Agreement.

4 19.2 As the designated lead Agency, CB shall also be responsible for
5 activities that include but are not limited to the following:

6 19.2.1 Oversight of FRC services;

7 19.2.2 Employment and supervision of the FRC Coordinator;

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

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

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

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

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

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

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

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

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

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1 19.2.12 Ensuring all Contractor Partner Agencies are current on
2 required documentation (e.g., insurance certificates, copies of
3 resumes/applications, independent audits);

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

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

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

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

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

15 20. PAYMENTS

16 20.1 Maximum Contractual Obligation:

17 The maximum obligation of COUNTY under this Agreement shall not
18 exceed the amount of \$2,806,240: The amount of \$561,248 for July 1, 2015
19 through June 30, 2016; the amount of \$561,248 for July 1, 2016 through June
20 30, 2017; the amount of \$561,248 for July 1, 2017 through June 30, 2018; the
21 amount of \$561,248 for July 1, 2018 through June 30, 2019; and the amount of
22 \$561,248 for July 1, 2019 through June 30, 2020 or actual allowable costs,
23 whichever is less.

24 20.2 Allowable Costs:

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

1 for anticipated allowable costs that will be incurred by CONTRACTOR for the
2 months of May and June in 2016, 2017, 2018, 2019, and 2020, during the month
3 of such anticipated expenditure.

4 20.3 Claims:

5 20.3.1 CONTRACTOR shall submit monthly claims to be received by
6 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
7 expenses incurred in the preceding month. In the event the twentieth (20th)
8 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
9 claim the next business day. COUNTY holidays include New Year's Day, Martin
10 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
11 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
12 Friday after Thanksgiving, and Christmas Day.

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

22 20.3.3 Payments should be released by COUNTY within a reasonable
23 time period of approximately thirty (30) days after receipt of a correctly
24 completed claim form and required supporting documentation.

25 20.3.4 Year End and Final Claims:

26 20.3.4.1 CONTRACTOR shall submit a final claim for each
27 COUNTY fiscal year, July 1 through June 30, covered under the term of this
28 Agreement as stated in Paragraph 1, by no later than August 30th of each

1 corresponding COUNTY fiscal year. Claims received after August 30th of each
2 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
3 be reimbursed. ADMINISTRATOR may modify the date that which the final claim
4 per each COUNTY fiscal year must be received, upon written notice to
5 CONTRACTOR.

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

15 21. OVERPAYMENTS

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

1 22. OUTSTANDING DEBT

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

5 23. FINAL REPORT

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

11 24. INDEPENDENT AUDIT

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

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

3 25. RECORDS, INSPECTIONS AND AUDITS

4 25.1 Financial Records:

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

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

15 25.2 Client Records:

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

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

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

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

3 25.3 Public Records:

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

9 25.4 Inspections and Audits:

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

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

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

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1 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
2 COUNTY's liability to the State or Federal government or any agency thereof
3 resulting from any disallowances or other audit exceptions to the extent that
4 such liability is attributable to CONTRACTOR's failure to perform under this
5 Agreement.

6 25.5 Evaluation Studies:

7 25.5.1 CONTRACTOR shall participate as requested by COUNTY in
8 research and/or evaluative studies designed to show the effectiveness and/or
9 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
10 project.

11 26. PERSONNEL DISCLOSURE

12 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
13 all personnel providing services hereunder, including résumés and job
14 applications. Changes to the list will be immediately provided to
15 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
16 application. The list shall include:

17 26.1.1 Names of all full or part-time personnel by title,
18 including volunteer personnel, whose direct services are required to provide
19 the programs described herein;

20 26.1.2 A brief description of the functions of each position and
21 the hours each person works each week; or for part-time personnel, each day or
22 month, as appropriate;

23 26.1.3 The professional degree, if applicable, and experience
24 required for each position; and

25 26.1.4 The language skill, if applicable, for all personnel.

26 26.2 CONTRACTOR's employment applications shall require applicants to
27 provide detailed information regarding the conviction of a crime by any court,
28 for offenses other than minor traffic offenses. Information not disclosed in

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

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

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

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

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

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

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

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

12 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

3 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

31. CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

3 32. COPYRIGHT ACCESS

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

8 33. WAIVER

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

17 34. PETTY CASH

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

20 35. PUBLICITY

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

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

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

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

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

10 36. COUNTY RESPONSIBILITIES

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

13 37. REFERRALS

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

16 38. REPORTS

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

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

25 39. ENERGY EFFICIENCY STANDARDS

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

40. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

5 42. POLITICAL ACTIVITY

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

9 43. TERMINATION PROVISIONS

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

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

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

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

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

5 44. GOVERNING LAW AND VENUE

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

15 45. SIGNATURE IN COUNTERPARTS

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

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

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

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

Dated: _____

Dated: _____

By: _____
CAROL WILLIAMS
EXECUTIVE DIRECTOR
INTERVAL HOUSE

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: _____
GUSTAVO BALDERAS
SUPERINTENDENT
ADMINISTRATIVE SERVICES
OCEAN VIEW SCHOOL DISTRICT

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

Dated: _____

Dated: _____

By: _____
ELDON BABER
EXECUTIVE DIRECTOR
THE RAISE FOUNDATION

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: anniedoo
DEPUTY

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

Dated: 4/30/15

Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
8 AND
9 INTERVAL HOUSE
10 AND
11 OCEAN VIEW SCHOOL DISTRICT
12 AND
13 THE RAISE FOUNDATION
14 AND
15 WESTERN YOUTH SERVICES
16 FOR THE PROVISION OF
17 SERVICES PROMOTING SAFE AND STABLE FAMILIES,
18 DIFFERENTIAL RESPONSE, AND FAMILY STABILIZATION
19

20 1. POPULATION TO BE SERVED

21 1.1 CONTRACTOR shall provide services Promoting Safe and Stable
22 Families to birth, kinship, blended, adoptive, and foster families with
23 children, ages birth through eighteen (0-18) years, who are at risk and/or
24 experiencing child abuse and/or neglect, families living in poverty or
25 economic hardships, domestic violence, unemployment, teen pregnancy, and
26 unhealthy parenting; families receiving child welfare services, including
27 families in the Family Reunification and/or adoption process; homeless
28 families, unaccompanied homeless youth, and those at risk of homelessness;

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

7 1.2 CONTRACTOR shall provide Family Resource Center (FRC) services
8 primarily to those PARTICIPANTS residing in the city of Huntington Beach and
9 surrounding communities.

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

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

22 1.5 CONTRACTOR shall provide DR and FS services to PARTICIPANTS
23 residing in the following cities: Costa Mesa, Cypress, Fountain Valley,
24 Huntington Beach, La Palma, Los Alamitos, Newport Beach, Rossmoor, Seal Beach,
25 Stanton and surrounding unincorporated areas.

26 2. PSSF & CBCAP FUNDING REQUIREMENTS

27 2.1 CONTRACTOR shall provide services/activities as described in
28 Paragraph 5 below to address one (1) or more of the seven (7) Promoting Safe

1 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,
2 and addressing all four (4) of the PSSF service categories defined in
3 Subparagraphs 2.3.1 through 2.3.4 below.

4 2.2 PSSF Outcomes: Services must meet a minimum of one (1) of the
5 following PSSF outcomes:

6 2.2.1 Children are, first and foremost, protected from abuse
7 and neglect.

8 2.2.2 Children are safely maintained in their own homes
9 whenever possible and appropriate.

10 2.2.3 Children have permanency and stability in their living
11 situations.

12 2.2.4 The continuity of family relationships and connections is
13 preserved for children.

14 2.2.5 Families have enhanced capacity to provide for their
15 children's needs.

16 2.2.6 Children receive appropriate services to meet educational
17 needs.

18 2.2.7 Children receive adequate services to meet physical and
19 mental health needs.

20 2.3 The four (4) PSSF service categories are as follows:

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

26 2.3.2 Family Support: Family Support services are primarily
27 community-based preventive activities designed to alleviate stress and promote
28 parental competencies and behaviors that will increase the ability of families

1 to successfully nurture their children; enable families to use other resources
2 and opportunities available in the community; and create supportive networks
3 to enhance child-rearing abilities of parents and help compensate for the
4 increased social isolation and vulnerability of families.

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

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

21 2.4 Unless specified otherwise, the services described below in
22 Subparagraphs 5.1 through 5.16 addresses each of the four (4) PSSF categories
23 described above in Subparagraphs 2.3.1 through 2.3.4.

24 2.5 Community-Based Child Abuse Prevention (CBCAP): Services shall
25 align with the California Department of Social Services (CDSS) Community-Based
26 Child Abuse Prevention (CBCAP) program which supports efforts to develop,
27 operate, expand, enhance, and coordinate initiatives, programs and activities
28 to prevent child abuse and neglect. In addition, CBCAP supports the

1 coordination of resources to better strengthen and support families as well as
2 foster understanding, appreciation and knowledge of diverse populations in
3 order to effectively prevent and treat child abuse and neglect.

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

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

20 3. HOURS OF OPERATION

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

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

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

15 4. FaCT GENERAL REQUIREMENTS

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

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

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

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1 4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of
2 understanding or agreement specifying their commitment to provide services
3 throughout the term of this Agreement.

4 4.4 Designate CB to function as both the designated lead agency and
5 the program management lead agency. The fiscal and program management
6 responsibilities shall include those referenced in Paragraph 19 of this
7 Agreement.

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

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

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

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

21 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT
22 Funded Partner Agency(ies) to ensure participants complete FaCT required
23 registration, consent, sign-in forms, satisfaction surveys, and/or complete
24 assessment tools referenced in Subparagraph 8.5 when receiving services
25 requiring an assessment.

26 4.10 Collaborate with COUNTY staff and COUNTY'S contracted DR and FS
27 services staff who provide services to SSA clients residing in the DR and FS
28 Service Region as referenced in Subparagraph 1.5.

1 4.11 Collaborate with SSA DR Social Workers in engaging families in
2 services to improve child safety and provide DR services, described in
3 Subparagraphs 5.13 through 5.16, to clients residing in all cities within the
4 DR Service Region as referenced in Subparagraph 1.5. For the purpose of
5 expanding service accessibility to DR services for clients, and where
6 possible, the FRC will outstation DR staff at other FaCT FRCs or facilities
7 approved by ADMINISTRATOR.

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

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

16 4.12 Collaborate with COUNTY's CalWORKs WTW FS Program workers to
17 increase client success in program participation and provide FS services,
18 described in Subparagraph 5.17 to clients residing in FS Service Region as
19 referenced in Subparagraph 1.5. For the purpose of expanding service
20 accessibility to FS service for clients, and where possible, the FRC will
21 outstation FS staff at other FaCT FRCs or facilities approved by
22 ADMINISTRATOR.

23 4.12.1 FS is designed to ensure a basic level of stability
24 within a family prior to, or concurrently with, participation in WTW
25 activities. Regulations require that counties inform CalWORKs applicants and
26 recipients that short-term FS services are available to assist individuals and
27 their families who are experiencing a crisis or situation that destabilizes
28 ///

1 the family and impairs the client's ability to meet WTW participation
2 requirements.

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

6 5. SERVICES

7 Throughout this Exhibit, the Contractor Partner Agencies shall
8 hereinafter be referred to as: Children's Bureau of Southern California (CB),
9 Interval House (IH), Ocean View School District (OVSD), The Raise Foundation
10 (RF), and Western Youth Services (WYS).

11 5.1 Clinical Supervision (WYS):

12 5.1.1 WYS shall provide Clinical Supervision services to ensure
13 the quality of counseling services provided at the FRC.

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

19 5.1.3 Clinical Supervision services shall be provided for a
20 minimum of two (2) hours per week and shall be based on the CONTRACTOR's
21 counseling agency supervision requirements.

22 5.1.4 Clinical Supervision shall be offered continuously
23 throughout the term of this Agreement.

24 5.1.5 WYS shall provide qualified licensed Clinical Supervisor
25 as specified in Subparagraph 14.5 of this Exhibit.

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1 5.2 Counseling Services (WYS):

2 5.2.1 The objectives of Counseling Services are as follows:

3 5.2.1.1 Increase the availability of counseling services
4 for appropriate non Medi-Cal clients, underinsured clients, and clients
5 experiencing barriers to accessing mental health services;

6 5.2.1.2 Increase participant’s coping skills in dealing
7 with stress;

8 5.2.1.3 Increase access to social support systems;

9 5.2.1.4 Facilitate linkages to appropriate and needed
10 treatment programs (e.g., domestic violence, substance abuse, mental health,
11 etc.);

12 5.2.1.5 Reduce risk of violence in the home; and

13 5.2.1.6 Improve individual and family functioning.

14 5.2.2 WYS shall provide Crisis, Group, and Individual
15 Counseling services for a minimum of one hundred and thirty-five (135)
16 unduplicated PARTICIPANTS annually consisting of: thirty (30) individuals for
17 crisis counseling; fifteen (15) individuals for individual counseling; and
18 ninety (90) individuals for group counseling. Counseling services shall
19 include, but are not limited to; providing emotional support; stabilizing
20 immediate crisis; and developing goals for PARTICIPANTS who are experiencing a
21 crisis due to interpersonal conflicts, family crisis, difficult parenting
22 issues, challenging child needs, and/or traumatic loss. Services shall
23 address parenting issues, cycle of abuse, victimization, enhance family
24 dynamic and make appropriate linkages to all needed treatment programs and
25 social support systems. WYS shall utilize “Seeking Safety” evidence based
26 curriculum for the Women’s Group Counseling services. The Counselor and/or
27 designee, as approved by ADMINISTRATOR, shall attend the FRC Case Management
28 Team meetings.

1 5.2.3 WYS shall provide Crisis, Group, and Individual
2 Counseling Services continuously throughout the term of this Agreement by
3 appointment during FRC operating hours. WYS may also schedule evening hours
4 at the request of PARTICIPANTS.

5 5.2.4 WYS shall offer Crisis Counseling services for a minimum
6 of one (1) session and not exceed four (4) sessions per PARTICIPANT.
7 Counseling sessions shall be a minimum of fifty (50) minutes in duration, or
8 as clinically indicated by the clinician, and offered to PARTICIPANTS on a
9 weekly basis.

10 5.2.5 WYS' Group Counseling sessions shall be a minimum of
11 fifty (50) minutes in duration, or as clinically indicated by the clinician,
12 and offered to PARTICIPANTS on a weekly basis. PARTICIPANTS are invited to
13 join ongoing group(s) appropriate for their age, gender, and role after an
14 initial welcome meeting with the assigned counselor. WYS shall offer eight
15 (8) annual group counseling series each comprised of six (6) weekly stand-
16 alone sessions. Group Counseling topics will address common concerns for the
17 PARTICIPANTS served, do not build upon one another, and shall include, but are
18 not limited to, seeking safety and self-care. PARTICIPANTS may join at any
19 point in time and considered as having successfully completed group counseling
20 after having attended six (6) sessions.

21 5.2.6 WYS shall offer Individual Counseling services for a
22 minimum of four (4) and not exceed twenty (20) sessions per PARTICIPANT.
23 Counseling sessions shall be a minimum of fifty (50) minutes in duration, or
24 as clinically indicated by the clinician, and offered to PARTICIPANTS on a
25 weekly basis.

26 5.2.7 WYS shall provide qualified, bilingual licensed/license-
27 eligible Counselor, staff as specified in Subparagraph 14.7 of this Exhibit.

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1 5.3 Family Support Services (CB):

2 5.3.1 The objectives of Family Support Services are as follows:

3 5.3.1.1 Increase families' follow-through with service
4 providers.

5 5.3.1.2 Increase access to resources.

6 5.3.1.3 Increase effective coordination of services
7 among providers.

8 5.3.1.4 Assist in accessing resources so families may
9 achieve economic self-sufficiency.

10 5.3.2 CB shall provide Family Support Services for a minimum of
11 one hundred and ten (110) unduplicated FAMILIES annually. Family Support
12 Services are those services employing a case manager (e.g., Family Support
13 Specialist) responsible for assessing the strengths and meeting the multiple
14 needs of a PARTICIPANT and family; arranging, coordinating, monitoring,
15 evaluating, and advocating for multiple services for families. The primary
16 goal of case management shall be to link PARTICIPANTS with multiple needs to
17 resources, services, and opportunities. The Family Support Specialist shall
18 also teach and empower PARTICIPANTS to access community resources and
19 strengthen problem solving skills.

20 5.3.3 CB shall provide Family Support Services continuously
21 throughout the term of this Agreement during FRC operating hours or at dates
22 and times convenient for PARTICIPANTS. CB shall provide Family Support
23 Services for a minimum of thirty (30) days.

24 5.3.4 CB shall primarily provide Family Support Services in
25 family's home, at the FRC, or at other community locations as needed with
26 advance written approval by ADMINISTRATOR.

27 5.3.5 CB shall provide qualified, bilingual Family Support
28 Specialist, staff as specified in Subparagraph 14.12 of this Exhibit.

1 5.4 Foster and Adoptive Parent Recruitment (CB):

2 5.4.1 The objective of Foster and Adoptive Parent Recruitment
3 services is to increase foster/adoptive awareness to prospective caregivers.

4 5.4.2 CB shall help promote, in collaboration with
5 ADMINISTRATOR, the need for foster and adoptive resources for children in need
6 of a permanent home. Promotional activities may include, but are not limited
7 to: displaying media or printed material at the FRC; promotion at community
8 events/workshops; and distribution of flyers and other marketing materials to
9 local community residents.

10 5.4.3 CB shall distribute Foster and Adoptive Parent
11 Recruitment flyers to a minimum of five hundred (500) unduplicated
12 PARTICIPANTS annually.

13 5.4.4 Foster and Adoptive Parent Recruitment services shall be
14 offered continuously throughout the term of this Agreement during FRC hours.
15 Foster and Adoptive Parent Recruitment shall be offered at the FRC and other
16 community locations as needed and approved by ADMINISTRATOR.

17 5.4.5 CB's Foster and Adoptive Parent Recruitment Services
18 shall address only the following PSSF service category: APS

19 5.4.6 CB shall provide a qualified Foster and Adoptive Parent
20 Recruiter (i.e., Family Support Specialist and Information and Referral
21 Specialist) staff as specified in Subparagraph 14.13 of this Exhibit.

22 5.5 FRC Case Management Team (WYS):

23 5.5.1 The objectives of FRC Case Management Team (CMT) services
24 are as follows:

25 5.5.1.1 Increase collaboration among Contractor Partner
26 Agencies to effectively coordinate services.

27 5.5.1.2 Improve resource linkages.

28 5.5.1.3 Improve individual and family functioning.

1 5.5.1.4 Decrease duplication of services.

2 5.5.1.5 Build the capacity of communities and FRC to
3 address the needs of children and families.

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

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

22 5.5.3.1 Assessment: The FRC CMT Clinical Supervisor,
23 based on input from the CMT, shall complete an assessment of PARTICIPANTS'
24 strengths and needs and community resources available to PARTICIPANT.

25 5.5.3.2 Individualized Treatment Plan: On the basis of
26 the assessment in Subparagraph 5.5.3.1 the FRC CMT shall develop an
27 individualized treatment plan with the PARTICIPANT that identifies priorities.

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1 desired outcomes, the strategies and resources to be used in attaining the
2 outcomes, follow up, and termination.

3 5.5.3.3 Reassessment: The FRC CMT Clinical Supervisor
4 and FRC CMT shall reassess the PARTICIPANT's status, with input from
5 Contractor Partner Agencies, in a weekly clinical review of cases. FRC CMT
6 meetings shall provide weekly evaluations and assessment for PARTICIPANTS.

7 5.5.3.4 Termination: The FRC CMT Clinical Supervisor
8 and FRC CMT shall jointly terminate the case from the FRC CMT when the desired
9 outcomes have been attained, the PARTICIPANT is non-compliant, or the
10 PARTICIPANT withdraws.

11 5.5.4 WYS in coordination with Contractor Partner Agencies
12 shall provide FRC CMT services continuously throughout the term of this
13 Agreement during FRC hours of operation. FRC CMT meetings shall be scheduled
14 a minimum of one (1) day per week for a minimum of one (1) hour in duration.
15 The FRC CMT Clinical Supervisor shall facilitate FRC CMT meetings.

16 5.5.5 WYS shall complete the required forms referenced in
17 Subparagraph 4.9 and also the FRC CMT Tracking and Outcomes Log specified in
18 Subparagraph 8.5.

19 5.5.6 WYS shall provide qualified FRC CMT Clinical Supervisor
20 staff to facilitate FRC CMT meetings as specified in Subparagraph 14.14 of
21 this Exhibit.

22 5.6 Information and Referral Services (RF):

23 5.6.1 The objective of Information and Referral Services is to
24 increase access to community resources for families in need.

25 5.6.2 RF shall provide Information and Referral Services for a
26 minimum of two thousand (2,000) unduplicated PARTICIPANTS annually.
27 Information and Referral Services shall include, but are not limited to the
28 following: an assessment of need and referral to services emergency housing;

1 emergency food; family counseling; childcare; substance abuse counseling and
2 treatment; parenting education; utility assistance; health and mental health
3 treatment; education and job training; legal aid; and youth academic and
4 recreation services. Information and Referral Specialist shall collaborate
5 with other community agencies by receiving and referring clients, which may
6 include, but are not limited to 2-1-1 Orange County, Help Me Grow, etc.

7 5.6.3 Information and Referral Specialist shall be stationed at
8 the FRC reception area as the first point of contact for walk-in and
9 telephone/email inquiries during FRC operating hours. Information and
10 Referral Services shall be offered during FRC operating hours.

11 5.6.4 RF shall provide qualified, bilingual Information and
12 Referral Specialist, staff as specified in Subparagraph 14.16 of this Exhibit.

13 5.7 Other Services - Life Skills Workshops (CB):

14 5.7.1 The objectives for Life Skills Workshops are as follows:

15 5.7.1.1 Improve self-esteem.

16 5.7.1.2 Increase coping skills.

17 5.7.1.3 Improve family bonding.

18 5.7.2 CB shall utilize Life Skills Workshops curriculum. Life
19 Skills Workshops services shall include, but not be limited to, the following:
20 improve self-esteem character building; increased coping skills and family
21 coherence; family building and bonding; children and teen issues facing youth;
22 stress management, and impact of family trauma, child abuse and domestic
23 violence.

24 5.7.3 CB shall provide Life Skills Workshops services for a
25 minimum of twenty (20) unduplicated PARTICIPANTS annually during the term of
26 this Agreement.

27 5.7.4 Life Skills Workshops Services shall offer a minimum of
28 two (2) workshops annually and be a minimum of ninety (90) minutes in

1 duration. Services shall be provided during FRC operating hours at dates and
2 times convenient for PARTICIPANTS.

3 5.7.5 CB shall provide qualified Life Skills Consultant(s) with
4 expertise in the Life Skills Workshop subject matter.

5 5.8 Other Services - Student Recognition Program (OVSD):

6 5.8.1 The objectives for Student Recognition Program are as
7 follows:

8 5.8.1.1 Reinforce positive social culture.

9 5.8.1.2 Improve student academic achievement.

10 5.8.1.3 Improve good citizenship.

11 5.8.1.4 Increase overall student learning.

12 5.8.2 OVSD shall provide, under the direct supervision of the
13 Oak View Elementary School Principal, Student Recognition Program Services to
14 children in kindergarten, and grades one through five (1-5), who are at risk
15 of child abuse or neglect.

16 5.8.3 OVSD shall provide Student Recognition Program Services
17 for a minimum of two hundred (200) unduplicated PARTICIPANTS annually during
18 the term of this Agreement. Student Recognition Program Services shall
19 include, but not be limited to, the following: reinforcing a positive social
20 culture that leads to student academic achievement, good citizenship, improved
21 student behavior and social-emotional skills, and increase overall student
22 learning.

23 5.8.4 OVSD's Student Recognition Program Services shall provide
24 a minimum of ten (10) Student Recognition activities annually. Services shall
25 be provided during the school year at dates and times convenient for
26 PARTICIPANTS.

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1 5.8.5 OVSD shall provide Student Recognition Program Services
2 at Oak View Elementary, the FRC, and/or at other community locations to be
3 approved in advance and in writing by ADMINISTRATOR.

4 5.8.6 OVSD shall provide, at no cost to COUNTY, qualified
5 Student Recognition Liaison staff as specified in Subparagraph 14.27 of this
6 Exhibit.

7 5.9 Out-of-School-Time Youth Program (OVSD):

8 5.9.1 The objectives of Out-of-School Time Youth Program are as
9 follows:

10 5.9.1.1 Increase social connection amongst peers.

11 5.9.1.2 Provide a safe place for school-aged children.

12 5.9.1.3 Increase enrichment opportunities to enhance
13 academic achievement and healthy social behavior.

14 5.9.2 OVSD, under the direct supervision of the Oak View
15 Elementary School Principal, shall provide Out-of-School-Time Youth Program
16 Services for a minimum of forty (40) unduplicated PARTICIPANTS annually. Out-
17 of-School-Time Youth Program will provide PARTICIPANTS with a safe and
18 nurturing place during after school and non-school hours. Activities may
19 include, but are not limited to: recreation, education, healthy development,
20 artistic and cultural enrichment, and leadership development.

21 5.9.3 During the academic school year, OVSD shall provide
22 enrichment and academic activities through a weekly four (4) hour Saturday
23 program designed to provide students lessons and activities to develop
24 reading, writing, and science skills.

25 5.9.4 OVSD shall provide qualified Out-of-School-Time Youth
26 Leader staff as specified in Subparagraph 14.20 of this Exhibit.

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1 5.10 Parenting Education (WYS):

2 5.10.1 The objectives for Parent Education are as follows:

3 5.10.1.1 Increase social support.

4 5.10.1.2 Enhance coping skills.

5 5.10.1.3 Improve knowledge of child development.

6 5.10.1.4 Improve knowledge of appropriate and effective
7 discipline.

8 5.10.2 WYS shall provide Parenting Education services for a
9 minimum of sixty (60) unduplicated PARTICIPANTS annually. WYS shall utilize
10 only an evidence-based or evidence-informed Parenting Education curriculum.
11 Elements of an effective parenting education program shall improve parenting
12 skills and family functioning by teaching parents/caregivers about child
13 development (e.g., developmental expectations), behavior management (e.g.,
14 discipline techniques), and coping skills (e.g., communication and stress
15 management). As applicable, parenting education emphasis shall be placed on
16 the prevention of recurrence of child abuse and/or shall address attachment,
17 bonding, and traumatic loss issues.

18 5.10.3 Parenting Education series shall be a minimum of six (6)
19 weeks in duration, one per week with a minimum of ten (10) PARTICIPANTS per
20 class and shall be offered continuously with a minimum of six (6) parenting
21 education series annually during the term of this Agreement.

22 5.10.4 Parenting Education services shall be provided during
23 operating FRC hours or at dates and times convenient for PARTICIPANTS.

24 5.10.5 WYS shall ensure completion of required paperwork when
25 providing parenting education to PARTICIPANTS receiving child welfare
26 services, including, but not limited to, verification of attendance, issuance
27 of certificates of completion, and verbal and/or written reports to COUNTY
28 Social Workers.

1 5.10.6 WYS shall provide qualified, bilingual Parenting
2 Educator, staff as specified in Subparagraph 14.21 of this Exhibit.

3 5.11 Personal Empowerment Program (Certified Domestic Violence
4 Prevention and Treatment Education Program) - General and Time-Limited Family
5 Reunification Participants (IH):

6 5.11.1 The objectives of Personal Empowerment Program (PEP) are
7 as follows:

8 5.11.1.1 Increase victim's awareness of the threat of
9 domestic violence and its short/long term effects.

10 5.11.1.2 Develop or enhance safety plan for domestic
11 violence victims.

12 5.11.1.3 Increase victim's understanding of the effects
13 domestic violence has on children.

14 5.11.1.4 Increase victim's awareness on the various types
15 of abuse.

16 5.11.1.5 Promote safety and permanency in homes and
17 communities through prevention efforts aimed at child abuse and domestic
18 violence.

19 5.11.2 PEP services shall be comprised of a ten (10) week group
20 educational support program designed to help victims break the cycle of
21 domestic violence through education on the dynamics of domestic violence,
22 effect of violence on victims and their children, and to help victims protect
23 children who live in domestic violence homes. Topics shall include, but not
24 limited to, safety planning, boundaries, anger management, legal aspects of
25 domestic violence, working through denial, and maintaining healthy
26 relationships. Services shall target the general community as well as
27 COUNTY's TLFR population.

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1 5.11.3 IH shall provide PEP services to a minimum of forty (40)
2 unduplicated PARTICIPANTS annually.

3 5.11.4 IH shall provide PEP series a ten (10) week educational
4 support programs shall be offered continuously during the term of this
5 Agreement with a minimum of six (6) groups annually. Each group shall meet
6 weekly for a minimum of two (2) hours in duration. IH shall provide PEP
7 services during FRC operating hours or at dates and times convenient for
8 PARTICIPANTS.

9 5.11.5 When providing PEP services TLFR, IH shall also be
10 required to include, but not be limited to, verification of attendance,
11 issuance of certificates of completion, and verbal and/or written reports to
12 COUNTY Social Workers.

13 5.11.6 IH shall provide qualified, bilingual, PEP Instructor
14 staff as specified in Subparagraph 14.22 of this Exhibit. During the entire
15 term of this Agreement, PEP providers must be approved by the PEP Program
16 Collaborative of Orange County.

17 5.12 Time-Limited Family Reunification Family Fun Activities (CB):

18 5.12.1 The objectives of Time-Limited Family Reunification
19 (TLFR) Family Fun Activities are as follows:

20 5.12.1.1 Increase parent-child bonding.

21 5.12.1.2 Provide a safe and enriching, interactive
22 environment for TLFR families.

23 5.12.2 CB shall provide TLFR Family Fun Activities services to
24 PARTICIPANTS. In addition to PARTICIPANTS referenced in Paragraph 1, TLFR
25 Family Fun Activities may also include: children that are removed from their
26 home and placed in a foster family home or a childcare institution and parents
27 or primary caregiver of such a child, in order to facilitate the reunification
28 of the child, safely and appropriately.

1 5.12.3 CB shall provide TLFR Family Fun Activities services for
2 a minimum of ten (10) unduplicated families annually. TLFR Family Fun
3 Activities shall include supervised and organized activities and events for
4 children of parents and/or caregivers in the reunification process.
5 Activities can include arts and cultural enrichment, education, and recreation
6 to promote healthy parent-child bonding, quality time, and communication. In
7 the event a parent is participating in monitored/supervised visitation while
8 simultaneously participating in a Family Fun Activity, the SSA approved
9 monitor or supervised visitation specialist must be present during the entire
10 length of the Family Fun Activity.

11 5.12.4 CB shall provide a minimum of two (2) TLFR Family Fun
12 Activities (events) annually; topics may include, but are not limited to the
13 following: Halloween Party; Holiday Adopt-a-Family; Spring Celebration; Movie
14 Night; and Family Bonding Day. Events shall occur during evening or weekend
15 hours.

16 5.12.5 CB's TLFR Family Fun Activities services shall address
17 only the following PSSF category: TLFR.

18 5.12.6 CB shall provide qualified TLFR Family Fun Activities
19 Leader staff (e.g., subcontractor) as referenced in Subparagraph 14.28 of this
20 Exhibit.

21 5.13 Differential Response Case Management Team (CB and WYS):

22 5.13.1 The objectives of Differential Response Case Management
23 Team (DR CMT) services are as follows:

24 5.13.1.1 Increase collaboration among Contractor Partner
25 Agencies on a weekly basis to effectively coordinate DR services.

26 5.13.1.2 Improve resource linkages for DR PARTICIPANTS.

27 5.13.1.3 Improve individual and family functioning for DR
28 PARTICIPANTS.

1 5.13.1.4 Decrease duplication of DR services.

2 5.13.2 The DR CMT, which can be combined with FRC CMT, consists
3 of an integrated multidisciplinary team comprised of three (3) or more persons
4 trained and knowledgeable in providing DR CMT services. The DR CMT is
5 responsible for identifying the educational, health, or social service needs
6 of a child and child's family and for developing a plan to address these
7 multiple needs as identified in WIC section 18986.40. Participants of the DR
8 CMT shall include Contractor Partner Agencies and Non-FaCT Funded Partner
9 Agency(ies) representatives that would benefit the family. In addition to the
10 participation of the Contractor Partner Agencies, local Miscellaneous Order
11 Number 534.3 specifies that multidisciplinary services team composition
12 include at least two (2) members from the following: Orange County Probation
13 Department; Orange County Health Care Agency; Orange County Department of
14 Education; Regional Center of Orange County; North Orange County Regional
15 Occupational Program; and Orange County Social Services Agency.

16 5.13.3 CB in coordination with WYS shall jointly coordinate with
17 Contractor Partner Agencies to provide DR CMT services for families who have
18 been referred for DR services by SSA. Families referred were reported to SSA
19 with allegations that meet statutory definitions of child abuse or neglect at
20 low to moderate risk and have been assessed as likely to make needed changes
21 to improve child safety if provided targeted services.

22 5.13.4 CB and WYS in coordination with Contractor Partner
23 Agencies shall jointly provide DR CMT services for a minimum of seventy-five
24 (75) unduplicated FAMILIES annually.

25 5.13.5 CB and WYS in coordination with Contractor Partner
26 Agencies shall jointly provide DR CMT services continuously throughout the
27 term of this Agreement. DR CMT meetings shall be scheduled a minimum of one
28 (1) day per week for a minimum of one (1) hour in duration. If the DR CMT

meeting is combined with the FRC CMT meeting, the minimum combined duration of the meeting shall be no less than two (2) hours. The DR CMT Clinical Supervisor shall facilitate DR CMT meetings.

5.13.6 CB in coordination with WYS shall complete the FaCT standardized DR CMT Tracking and Outcomes Log as well as the required forms referenced in Subparagraph 4.9.

5.13.7 WYS shall provide a qualified DR CMT Clinical Supervisor staff, as specified in Subparagraph 14.8 of this Exhibit, to facilitate DR CMT meetings. CB shall provide a qualified FRC Coordinator staff as specified in Subparagraph 14.15, to encourage CMT attendance and maintain open communication with COUNTY Social Workers and involved community stakeholders.

5.14 DR CMT Clinical Supervision (WYS):

5.14.1 The objective of DR CMT Clinical Supervision is to ensure the quality of DR CMT services at the FRC.

5.14.2 WYS shall provide DR CMT Clinical Supervision services which shall include, but are not limited to: oversight and clinical supervision for DR CMT meetings at the FRC, case consultation, verification of laws of confidentiality, and ensuring that child and elder/dependent adult abuse reporting requirements are followed.

5.14.3 WYS shall provide a qualified licensed DR CMT Clinical Supervisor as specified in Subparagraph 14.8 of this Exhibit.

5.15 DR Family Support Services (CB):

5.15.1 The objectives of DR Family Support Services are as follows:

5.15.1.1 Maintain children safely in the home.

5.15.1.1 Reduce entry into the child welfare system.

5.15.1.2 Support families in crisis.

///

1 5.15.1.3 Work with SSA DR Social Workers and families in
2 identifying resources which will protect children and preserve the family.

3 5.15.2 CB shall provide DR Family Support Services to
4 PARTICIPANTS referred by SSA.

5 5.15.3 CB shall provide DR Family Support Services for a minimum
6 of seventy-five (75) unduplicated FAMILIES annually. DR Family Support
7 Services are those services employing a case manager (e.g., Family Support
8 Specialist) responsible for assessing the strengths and meeting the multiple
9 needs of a PARTICIPANT and family, arranging, coordinating, monitoring,
10 evaluating, and advocating for multiple services for families.

11 5.15.4 CB shall provide DR Family Support Services for a minimum
12 of thirty (30) days per family. Services shall be provided during FRC
13 operating hours at dates and times convenient for PARTICIPANTS.

14 5.15.5 CB shall primarily provide DR Family Support Services in
15 the family's home, at the FRC, or at other community locations as needed with
16 advance written approval by ADMINISTRATOR.

17 5.15.6 CB shall provide qualified, bilingual DR Family Support
18 Specialist, staff as specified in Subparagraph 14.9 of this Exhibit.

19 5.16 DR In-Home Family Support (CB):

20 5.16.1 The objectives of DR In-Home Family Support Services are
21 as follows:

22 5.16.1.1 Address positive parenting skills, discipline,
23 child development, and child health and safety.

24 5.16.1.2 Assess family needs, stabilize immediate crisis,
25 increase coping skills and family cohesiveness, reduce exposure to violence,
26 and improve communication skills.

27 5.16.1.3 Coordinate resources and multiple service
28 providers to help prevent abuse and out-of-home placement.

1 5.16.2 CB shall provide DR In-Home Family Services for a minimum
2 of sixty (60) unduplicated FAMILIES annually.

3 5.16.3 DR In-Home Family Support services shall be offered for a
4 minimum of four (4) weeks and a maximum of six (6) weeks per family.

5 5.16.4 CB shall primarily provide DR Family Support Services in
6 the family's home, at the FRC, or at other community locations as needed with
7 advance written approval by ADMINISTRATOR.

8 5.16.5 CB shall provide qualified, bilingual DR In-Home Family
9 Support Specialist, staff as specified in Subparagraph 14.10 of this Exhibit.

10 5.17 FS Family Support Services (CB):

11 5.17.1 CB shall provide FS Family Support Services to the
12 following: individuals and their families who are participating in the
13 California Work Opportunity and Responsibility to Kids (CalWORKs) FS Program
14 and are experiencing a crisis or situation that destabilizes the family and
15 impairs the Welfare-to-Work (WTW) client's ability to meet WTW participation
16 requirements.

17 5.17.2 CB shall provide FS Family Support Services for a minimum
18 of fifty (50) unduplicated FAMILIES annually. FS Family Support Services
19 shall focus on a family centered approach to address crisis issues causing
20 barriers to WTW participation activities; serve as a support to families while
21 in crisis; and provide assistance to PARTICIPANTS in accessing community
22 resources.

23 5.17.3 CB shall provide FS Family Support Services continuously
24 throughout the term of this Agreement during FRC operating hours or at dates
25 and times convenient for PARTICIPANTS. CB shall provide FS Family Support
26 Services for a minimum of thirty (30) days.

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1 5.17.4 CB shall primarily provide FS Family Support Services in
2 family's home, at the FRC, or at other community locations as needed with
3 advance written approval by ADMINISTRATOR.

4 5.17.5 PSSF categories referenced in Subparagraphs 2.3.1 through
5 2.3.4 are not applicable to FS Family Support Services.

6 5.17.6 CB shall provide qualified, bilingual FS Family Support
7 Specialist, staff as specified in Subparagraph 14.16 of this Exhibit.

8 5.18 FS Life Skills Workshops (CB):

9 5.18.1 The objectives for FS Life Skills Workshops are as
10 follows:

11 5.18.1.1 Improve self-esteem.

12 5.18.1.2 Increase coping skills.

13 5.18.1.3 Improve family bonding.

14 5.18.2 CB shall provide FS Life Skills Workshops to PARTICIPANTS
15 who receive CalWORKs FS Program services that reside in the FS Service Region
16 as referenced in Subparagraph 1.5.

17 5.18.3 CB shall utilize FS Life Skills Workshops curriculum. FS
18 Life Skills Workshops services shall include, but not be limited to, the
19 following: improve self-esteem character building; increased coping skills and
20 family coherence; family building and bonding; children and teen issues facing
21 youth; stress management, and impact of family trauma, child abuse and
22 domestic violence.

23 5.18.4 CB shall provide FS Life Skills Workshops services for a
24 minimum of fifty (50) unduplicated PARTICIPANTS annually during the term of
25 this Agreement.

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2 5.18.5 FS Life Skills Workshops Services shall offer a minimum
3 of eight (8) workshops annually and be a minimum of ninety (90) minutes in
4 duration. Services shall be provided during FRC operating hours or at dates
5 and times convenient for PARTICIPANTS.

6 5.18.6 PSSF categories referenced in Subparagraphs 2.3.1 through
7 2.3.4 are not applicable to FS Life Skills Workshop services.

8 5.18.7 CB shall provide FS Life Skills Consultant(s) with
9 expertise in the Life Skills Workshop Subject Matter.

10 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

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

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

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

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

1 FRC will maintain a roster and a copy of minutes for all CEAC meetings. The
2 composition of CONTRACTOR's CEAC shall vary depending on the specific goals
3 of, and the services to be provided by the FRC. The CEAC shall consist of
4 community members such as parents, youths, teachers, school community
5 liaisons, business professionals, religious community leaders, law
6 enforcement, human and health service professionals, and city representatives.
7 On an annual basis, CEAC shall assess, survey, and identify community
8 strengths and needs to advocate for FRC services to meet community needs;
9 develop parent and youth leadership; and engage business community to provide
10 tangible support and leadership. CEAC shall enlist broad community support
11 and advocacy for the FRC by fundraising for the FRC and hosting events. A
12 minimum of one thousand dollars (\$1,000) shall be allocated to the CEAC within
13 the FRC budget for the purposes of its members to use for planning events, and
14 other activities as deemed necessary by the CEAC committee. CB shall provide
15 a qualified Community Engagement Volunteer Coordinator staff as specified in
16 Subparagraph 14.6 of this Exhibit.

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

21 6.2 RF shall provide a minimum of two-hundred and sixty (260) hours
22 annually to childcare services at the FRC to children of parents attending FRC
23 programs during FRC operating hours, continuously throughout the term of this
24 Agreement at dates and times convenient for PARTICIPANTS. Allowable costs
25 include direct childcare services and purchases of cleaning supplies, snacks
26 directly related to childcare services, activities, age appropriate toys,
27 crafts, and games. Childcare services shall be reimbursed based on actual
28 ///

1 hours worked. RF shall provide qualified Childcare Worker staff as specified
2 in Subparagraph 14.4 of this Exhibit.

3 6.3 CONTRACTOR shall use Emergency Assistance Funds to meet the basic
4 needs of clients in support of services as described herein. Allowable costs
5 include emergency food, emergency clothing, diapers, medicine, bus tickets to
6 access services, safety items, one-time rent payment assistance, and one-time
7 utility payment assistance. Other allowable costs are to be approved in
8 advance and in writing by ADMINISTRATOR. All purchases from FRC Emergency
9 Assistance Funds in excess of one hundred (\$100) dollars per client shall be
10 requested in advance and in writing for approval by ADMINISTRATOR. CONTRACTOR
11 shall research available community resource options prior to approving
12 expenditures.

13 7. FACILITIES

14 7.1 Oak View Family Resource Center is located at:

15 17261 Oak Lane

16 Huntington Beach, CA 92705-5820

17 7.2 Administrative services under this Agreement shall be provided at
18 Oak View Family Resource Center and:

19 Children's Bureau of Southern California

20 50 South Anaheim Blvd. Suite 241

21 Anaheim, CA 92805-2900

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

25 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

26 8.1 CONTRACTOR shall electronically track the type and amount of
27 services provided to each PARTICIPANT by Contractor Partner Agencies and a
28 minimum of two (2) required Non-FaCT Funded Partner Agency(ies). The FRC

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

8 8.2 FaCT utilizes a model developed by the Center for the Study of
9 Social Policy called "Strengthening Families" to frame outcomes and evaluation
10 data. This model, which has been identified as preventing child abuse and
11 neglect identifies the following five (5) protective factors.

12 8.2.1 Provide concrete support in times of need.

13 8.2.2 Increase parental resilience.

14 8.2.3 Increase knowledge of parenting and child development.

15 8.2.4 Support the social and emotional competence of children,

16 and

17 8.2.5 Build parents' social connections.

18 8.3 Services provided at the FRC fall under one or more of the
19 protective factors. FaCT core services have their own measurement tool that
20 shall be administered and used to collect data and entered into the FaCT
21 database. The current FaCT database system is a Web-based client management
22 system, managed by FaCT and its administrative contractor, which provides
23 contractual and outcome based reporting for each FRC. FRCs shall work closely
24 with ADMINISTRATOR to maximize utility and adhere to confidentiality within
25 the data system. FaCT shall provide technical assistance and training to the
26 FRCs to ensure strong data collection and outcome reporting.

27 8.4 FRC direct services staff (e.g., Information and Resource
28 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:

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

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

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

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

8.4.5 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.

8.5 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

8.6 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 8.7 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 8.8 The COUNTY measurement tools, referenced in Subparagraph 8.5 are
8 subject to change based on program and evaluation needs as defined by
9 ADMINISTRATOR.

10 9. REPORTS

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

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

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

4 10.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
5 differences of opinion regarding the necessity, appropriateness, and length of
6 services provided, the dispute shall be submitted to COUNTY's Director of
7 Children and Family Services (CFS) for final resolution.

8 11. SUSTAINABILITY

9 11.1 CONTRACTOR agrees to demonstrate, throughout the term of this
10 Agreement, the ability to integrate multiple public, private, and
11 collaborative partner funding sources.

12 11.2 CONTRACTOR must provide measureable goals that demonstrate
13 resource leveraging and in-kind partnerships and/or grants based on service
14 gaps and identified needs, specific to the community.

15 11.3 CONTRACTOR agrees to work with ADMINISTRATOR in order to pursue
16 long-term sustainability of CONTRACTOR's FaCT collaborative programs. This
17 includes, but is not limited to, participation in the following:

18 11.3.1 Assessment of long-term need for and reasonableness of
19 FaCT collaborative programs;

20 11.3.2 Training programs developed by or for FaCT;

21 11.3.3 Outreach activities initiated by FaCT staff or FaCT
22 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

23 11.3.4 Research of other public/private funding sources and
24 opportunities;

25 11.3.5 Pursuit of linkages with other partners as appropriate;
26 and

27 11.3.6 Development of marketing and community education
28 materials as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

1 11.4 CONTRACTOR agrees to cooperate in these efforts as well as
2 independently pursue opportunities to improve sustainability of their
3 collaborative program. Independent activities may include activities
4 identified above as well as grant writing and engaging in collaborative
5 agreements with other integrated service initiatives.

6 12. MEETINGS AND TRAININGS:

7 12.1 CONTRACTOR shall ensure the FRC Coordinator participates in
8 meetings of all FaCT FRC Coordinators for the purpose of information sharing,
9 joint problem solving, identification of Best Practices, development of common
10 approaches to case management and intake, training, and other related matters.
11 Meetings will occur a minimum of one per month. ADMINISTRATOR will provide
12 CONTRACTOR with detailed information regarding meeting date(s) and
13 location(s).

14 12.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates
15 in all required trainings and/or meetings as identified by ADMINISTRATOR.
16 ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
17 training/meeting date(s) and location(s).

18 12.3 Trainings eligible for reimbursement through this Agreement must
19 be approved in advance, in writing, by ADMINISTRATOR.

20 12.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings
21 presented or sponsored by COUNTY.

22 13. BUDGET

23 13.1 For each of the five (5) COUNTY fiscal years (July 1 through June
24 30) included during the term of this Agreement, the maximum annual budget for
25 services provided pursuant to Exhibit A of this Agreement shall not exceed
26 \$561,248.

27 13.2 ADMINISTRATOR and CONTRACTOR may agree, subject to advance written
28 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 13.11, without reducing the level of services to be provided or
3 exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this
4 Agreement.

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

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

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

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

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

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

20 13.8.1 Consideration for an exception to the provision described
21 in Subparagraph 13.8 will be considered on a case-by-case basis and shall be
22 approved at the sole discretion of COUNTY.

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

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

one percent (51%) of the total collaborative FRC budget. Exception to the fifty-one percent (51%) maximum may include:

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

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

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

<u>LINE ITEMS</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Budget</u>
<u>SALARIES</u>			
<u>Children's Bureau of Southern California (CB) ⁽⁵⁾</u>			
Community Engagement Volunteer Coordinator (Service 6.1.4)	0.50	\$20.85	\$ 17,680
Family Support Specialist (Services 5.3 and 5.4)	1.00	20.55	36,212
FRC Coordinator (Admin.)	1.00	28.75	56,500
Program Manager (Admin.)	0.041	44.70	<u>3,812</u>
SUBTOTAL CB SALARIES:			\$114,204
CB Benefits (28%) ^(3 and 4)			<u>31,977</u>
SUBTOTAL CB SALARIES AND BENEFITS:			\$146,181
<u>Interval House (IH) ⁽⁵⁾</u>			
Personal Empowerment Program Instructor (Service 5.11)	0.225	\$22.75	<u>\$ 9,674</u>
SUBTOTAL IH SALARIES:			\$ 9,674
IH Benefits (22%) ^(3 and 4)			<u>2,128</u>
SUBTOTAL IH SALARIES AND BENEFITS:			\$ 11,802
<u>Ocean View School District (OVSD) ⁽⁵⁾</u>			
Out-of-School-Time Youth Leader (Service 5.9) ⁽⁷⁾	0.056	\$35.00	<u>\$ 3,500</u>
SUBTOTAL OVSD SALARIES:			\$ 3,500
SUBTOTAL OVSD SALARIES AND BENEFITS ⁽³⁾ :			\$ 3,500
<u>The Raise Foundation (RF) ⁽⁵⁾</u>			
Accountant/Bookkeeper (Admin.)	0.05	\$33.76	\$ 3,120
Childcare Worker (Service 6.2)	0.125	13.25	4,992
Information and Referral Specialist (Service 5.6)	1.00	16.48	31,824

1	Operation Manager (Admin.)	0.025	30.00	1,352
	Program Manager (Admin.)	0.05	27.86	<u>2,600</u>
2	SUBTOTAL RF SALARIES:			\$ 43,888
3	RF Benefits (19%) ^(3 and 4)			<u>8,312</u>
4	SUBTOTAL RF SALARIES AND BENEFITS:			\$ 52,200
	<u>Western Youth Services (WYS)⁽⁵⁾</u>			
5	Clinical Supervisor (Service 5.1)	0.05	\$34.85	\$ 3,624
6	Counselor (Service 5.2)	0.50	26.44	27,498
7	FRC CMT Clinical Supervisor (Service 5.5)	0.10	34.85	7,248
8	Parenting Educator (Service 5.10)	0.375	26.44	2,062
9	Program Director (Admin.)	0.125	34.85	<u>906</u>
	SUBTOTAL WYS SALARIES:			\$ 41,338
10	WYS Benefits (21%) ^(3 and 4)			<u>8,681</u>
11	SUBTOTAL WYS SALARIES AND BENEFITS:			\$ 50,019
12	SUBTOTAL ALL FRC SALARIES AND BENEFITS:			\$263,702
13	<u>PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
14	CB CEAC (Service 6.1.4)			\$ 1,000
15	CB Direct Service Expense			1,350
16	CB Emergency Assistance Fund (Service 6.3)			1,000
17	CB Life Skills Workshops (Service 5.7)			1,000
18	CB TLFR Family Fun Activities (Service 5.12)			500
19	IH Direct Service Expense			1,198
20	OVSD Student Recognition Program (Service 5.8)			1,500
21	RF Childcare (Service 6.2)			600
22	RF Emergency Assistance Fund (Service 6.3)			890
23	WYS Direct Service Expense			<u>150</u>
24	SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES:			\$ 9,188
25	<u>ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁵⁾</u>			
26	<u>SERVICES:</u>			
27	RF Independent Audit			\$ 900
28	WYS Independent Audit			180
29	<u>SUPPLIES:</u>			
30	CB Office Supplies			1,000
31	CB Printing/Marketing Materials (Service 5.4)			100
32	CB Postage			100
33	RF Office Supplies			800
34	RF Program Expense			500
35	WYS Office Supplies			75
36	WYS Program Expense			<u>75</u>
37	SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:			\$ 3,730
38	<u>OPERATING EXPENSES⁽⁵⁾</u>			
39	CB Staff Training			\$ 100

1	CB Mileage ⁽⁶⁾			1,069
	CB Equipment Purchase/Lease/Maintenance			1,500
2	CB Program Expense/Set-Up Costs			800
3	CB Telephone/Internet			2,500
	RF Mileage ⁽⁶⁾			625
4	RF Telephone/DSL/Internet/Technical Support			1,275
5	RF Insurance			900
	RF Staff Training			100
6	WYS Staff Training			150
7	WYS Mileage ⁽⁶⁾			300
	WYS Insurance			<u>225</u>
8	SUBTOTAL OPERATING EXPENSES:			\$ 9,544
9	<u>INDIRECT COSTS ⁽⁵⁾</u>			
	CB Indirect Cost			\$ 9,276
10	RF Indirect Cost			210
11	WYS Indirect Cost			<u>4,350</u>
	SUBTOTAL INDIRECT COSTS:			\$ 13,836
12	SUBTOTAL FRC SALARIES AND BENEFITS, PARTICIPANT RELATED			
13	SERVICES AND EXPENSE, ADMINISTRATIVE SERVICES AND SUPPLIES,			\$300,000
	OPERATING EXPENSES AND INDIRECT COSTS:			
14	<u>DIFFERENTIAL RESPONSE (DR) PROGRAM ⁽⁵⁾:</u>			
15	<u>CB DR SALARIES</u>			
	CB DR Family Support Specialist (Service 5.15)	1.00	\$24.00	\$ 46,545
16	CB DR In-Home Family Support Specialist (Service			
	5.16)	1.00	22.56	46,545
17	CB DR Program Manager (Admin.)	0.041	44.70	<u>3,556</u>
18	SUBTOTAL CB DR SALARIES:			\$ 96,646
19	CB DR Benefits (28%) ^(3 and 4)			<u>21,263</u>
	SUBTOTAL CB DR SALARIES AND BENEFITS:			\$117,909
20	<u>WYS DR SALARIES</u>			
21	WYS DR CMT Clinical Supervisor (Services 5.13 and			
	5.14)	0.05	\$34.85	<u>\$ 3,624</u>
22	SUBTOTAL WYS DR SALARIES:			\$ 3,624
23	WYS DR Benefits (21%) ^(3 and 4)			<u>761</u>
	SUBTOTAL WYS DR SALARIES AND BENEFITS:			\$ 4,385
24	SUBTOTAL ALL DR SALARIES AND BENEFITS:			\$122,294
25	<u>DR PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
	CB DR Emergency Assistance Funds (Service 6.3)			\$ 537
26	CB DR Direct Service Expense (Subparagraph 13.6)			<u>150</u>
	SUBTOTAL DR PARTICIPANTS RELATED SERVICES AND EXPENSE:			\$ 687
27	<u>DR ADMINISTRATIVE SERVICES AND SUPPLIES ⁽⁵⁾</u>			
28	CB DR Office Supplies			\$ 200
	CB DR Postage			50

1	CB DR Program Expense/Set-Up Costs			150
	WYS DR Program Expense			75
2	WYS DR Office Supplies			<u>125</u>
3	SUBTOTAL DR ADMINISTRATIVE SERVICES AND SUPPLIES:		\$	600
	<u>DR OPERATING EXPENSES</u> ⁽⁵⁾			
4	CB DR Staff Training		\$	100
5	CB DR Mileage ⁽⁶⁾			490
	CB DR Equipment Purchase/Lease/Rental			189
6	CB DR Telephone/Internet			200
7	WYS DR Staff Training			100
	WYS DR Mileage ⁽⁶⁾			240
8	WYS DR Insurance			<u>100</u>
9	SUBTOTAL DR OPERATING EXPENSES:		\$	1,419
10	SUBTOTAL DR PROGRAM SALARIES AND BENEFITS, PARTICIPANTS RELATED			
	SERVICES AND EXPENSE, ADMINISTRATIVE SERVICES AND SUPPLIES AND		\$	125,000
11	OPERATING EXPENSES:			
	SUBTOTAL FRC AND DR PROGRAMS:			\$425,000
12	<u>FAMILY STABILIZATION (FS) PROGRAM</u> ⁽⁵⁾ :			
	<u>CB FS SALARIES</u>			
13	CB FS Family Support Specialist (Service 5.17)	1.00	\$22.94	\$ 41,600
14	CB FS Program Manager (Admin.)	0.10	44.70	<u>9,297</u>
15	SUBTOTAL FS SALARIES:			\$ 50,897
	CB FS BENEFITS (28%) ^(3 & 4)			<u>14,251</u>
16	SUBTOTAL CB FS SALARIES AND BENEFITS:			\$ 65,148
17	<u>FS PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
	CB FS Direct Service Expense (Subparagraph 13.6)		\$	5,454
18	CB FS Emergency Assistance Fund (Service 6.3)			27,696
19	CB FS Life Skills Workshop (Service 5.18)			<u>10,475</u>
	SUBTOTAL CB FS PARTICIPANT RELATED SERVICES AND EXPENSE:		\$	43,625
20	<u>FS ADMINISTRATIVE SERVICES AND SUPPLIES</u> ⁽⁵⁾			
21	CB FS Laptop/Computer/Printer		\$	2,000
22	CB FS Office Supplies			2,000
	CB FS Postage			200
23	CB FS Program Expense/Set-Up Costs			<u>5,800</u>
	SUBTOTAL CB FS ADMINISTRATIVE SERVICES AND SUPPLIES:		\$	10,000
24	<u>FS OPERATING EXPENSES</u> ⁽⁴⁾			
25	CB FS Equipment Purchase/Lease/Rental		\$	1,000
	CB FS Facility Use/Janitorial Service and Supplies Expense			3,000
26	CB FS Internet/Telephone Expense			1,200
27	CB FS Mileage ⁽⁶⁾			2,000
	CB FS Staff Training			<u>300</u>
28	SUBTOTAL CB FS OPERATING EXPENSES:		\$	7,500
	<u>FS INDIRECT COSTS</u> ⁽⁵⁾			

1	CB FS Indirect Cost	\$ 9,975
2	SUBTOTAL CB FS INDIRECT COST:	\$ 9,975
3	SUBTOTAL ALL FS PROGRAM SALARIES AND BENEFITS, PARTICIPANTS	
4	RELATED SERVICES AND EXPENSE, ADMINISTRATIVE SERVICES AND	
5	SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:	\$136,248
6	SUBTOTAL ALL FRC, DR AND FS PROGRAMS:	\$561,248
7	MAXIMUM COUNTY OBLIGATION	<u>\$561,248</u>

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

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

(³) Employee Benefits may include contributions to 401k or retirement plans; health insurance; dental insurance; life, vision insurance; long-term/short-term disability insurance; life and disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, and vacation/sick time accrual as specified in footnote four (4) below. CB's overall benefit rate shall not exceed twenty-eight percent (28%) of actual salary expense claimed. IH's overall benefit rate shall not exceed twenty-two percent (22%) of actual salary expense claimed. OVSD shall not claim any benefits for actual salary expense claimed. RF's overall benefit rate shall not exceed nineteen percent (19%) of actual salary expense claimed. WYS' overall benefit rate shall not exceed twenty-one percent (21%) of actual salary expense claimed.

(⁴) Actual expenses for a vacation/sick time accrual, paid to an employee upon separation in accordance with Contractor's established policy, will be included as an itemized amount on the Salary and Benefit Worksheet submitted

1 as part of Contractor's monthly invoice packet. The expense shall be limited
2 to the amount of vacation/sick time earned by the employee during the County
3 fiscal year in which the claim is made, minus any vacation/sick time the
4 employee used during the same fiscal year. For example, if an employee
5 separates on February 15, 2016, the vacation/sick time accrual amount eligible
6 for reimbursement through the Agreement shall be based upon the period of July
7 1, 2015 through February 15, 2016 only.

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

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

13 ⁽⁷⁾ OVSD shall provide an Out-of-School-Time Youth Leader staff. This
14 position is a non-benefit position within OVSD. No benefit costs for the Out-
15 of-School Time Youth Leader will be claimed to this Agreement.

16 14. STAFF

17 14.1 Recruitment Practices:

18 14.1.1 CONTRACTOR shall use a formal recruitment plan, which
19 complies with Federal and State employment and labor regulations. CONTRACTOR
20 shall hire staff with the education, language skills, and experience necessary
21 to appropriately perform all functions as described in this Agreement.

22 14.1.2 The number of direct service bilingual staff shall meet
23 the needs of the community to be served.

24 14.1.3 CONTRACTOR may be required to submit employer's bilingual
25 certification criteria and/or test results.

26 14.2 CONTRACTOR shall specify the FTE percentage for each service for
27 staff that provides more than one service. The combined FTE for any
28 individual staff may not exceed a 1.0 maximum.

1 CONTRACTOR shall provide the following described staff positions:

2 14.3 Accountant/Bookkeeper (RF):

3 14.3.1 Duties: Responsible for ensuring accurate and timely
4 submittal of invoices document expenditures for audit purposes, attending FaCT
5 required trainings, providing financial reports as required or requested by
6 Partner Agencies and/or ADMINISTRATOR.

7 14.3.2 Qualifications: Bachelor's degree in accounting,
8 business, finance, or related field from an accredited university and two (2)
9 years of accounting experience. Proficiency in English is required.

10 14.4 Childcare Worker (RF):

11 14.4.1 Duties: Provide childcare activities at the FRC to
12 children of PARTICIPANTS attending FRC services, including childcare for DR
13 and FS services if applicable; communicate with FRC Coordinator and agency
14 supervisor; attend all required meetings and trainings; and complete required
15 documents.

16 14.4.2 Qualifications: High school diploma or equivalent and
17 one (1) year of childcare experience, including working with infants; ability
18 to deal with stressful situations; and be creative and energetic. Proficiency
19 in English is required, and bilingual, based on community language need, is
20 preferred.

21 14.5 Clinical Supervisor (WYS):

22 14.5.1 Duties: Provide individual and group supervision, as
23 applicable; clinical supervision for counseling services; case consultation to
24 FRC staff, as needed; monitor cases; be available for crisis and clinical
25 consultation, as needed; review documents for clinical content; verify the
26 laws of confidentiality; and ensure that child and elder/dependent adult abuse
27 reporting are followed-up on every case consult. Ensure accuracy of paperwork

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1 and data entered into the FaCT-approved database and attend all required
2 meetings and trainings.

3 14.5.2 Qualifications: Licensed Clinical Social Worker (LCSW),
4 Licensed Marriage and Family Therapist (MFT), or Licensed Clinical
5 Psychologist and a minimum of two (2) years of clinical supervision
6 experience. Proficiency in English is required.

7 14.6 Community Engagement Volunteer Coordinator (CB):

8 14.6.1 Duties: Assist in advocacy for the expansion of the FRC
9 CEAC, programs, and activities focusing on issues that affects the health,
10 well-being, and public safety of residents in the FRC community. Oversee
11 community organizing, volunteer recruitment and training, problem solving, and
12 developing and implementing an outreach plan. Support the efforts of local
13 programs to explore donation and service opportunities for the FRC, develop
14 and promote FRC volunteer project activities, develop and maintain regular
15 contact with community organizations, coordinate and communicate with FRC
16 Coordinator, attend all required meetings and trainings, administer FaCT-
17 approved measurement tools, and enter results into the FaCT database.

18 14.6.2 Qualifications Option One (1): Bachelor's degree in
19 human services or related field from an accredited university; two (2) years
20 of experience working with at-risk families and the community, including one
21 (1) year supervisory experience; knowledge of public and private social
22 services agencies, community resources, including Federal and State programs;
23 capable of relating well to individuals from diverse backgrounds, cultures,
24 varied income, and education levels; and computer competency. Proficiency in
25 English is required, and bilingual, based on community language need, is
26 preferred.

27 14.6.3 Qualifications Option Two (2): A minimum of five (5)
28 years of experience working with at-risk families and the community, including

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

7 14.7 Counselor (WYS):

8 14.7.1 Duties: Provide therapy including assessment treatment
9 planning, termination, and documentation. Administer FaCT-approved pre/post
10 measurement tools and enter results into the FaCT-approved database.

11 14.7.2 Qualifications: Licensed clinician, or under the
12 supervision of a licensed clinician or a qualified mental health professional
13 including Marriage and Family Therapist Intern, or Masters in Social Work
14 Intern enrolled in an accredited graduate program under clinical supervision.
15 Proficiency in English and bilingual, based on community language need, is
16 required.

17 14.8 DR CMT Clinical Supervisor (WYS):

18 14.8.1 Duties: Facilitate case management team group process,
19 ensure thorough assessment and linkages for families to resources, and ensure
20 team and/or staff members follow up on all mandated reporting requirements.
21 Responsibilities include, but are not limited to:

22 14.8.1.1 Verify and track attendance of required DR CMT
23 members;

24 14.8.1.2 Ensure PARTICIPANT confidentiality/release forms
25 are signed by PARTICIPANT and DR CMT members;

26 14.8.1.3 Review the laws of confidentiality and child,
27 elder/dependent adult abuse reporting on an annual basis and ensure compliance
28 for each case presented;

1 14.8.1.4 Ensure all DR CMT cases conferenced are multiple
2 needs cases (i.e., not just information and referral);

3 14.8.1.5 Facilitate weekly review of DR CMT cases,
4 including a thorough assessment of needs, treatment plan, and termination;

5 14.8.1.6 Provide and coordinate ongoing cross-training to
6 DR CMT on clinical training needs;

7 14.8.1.7 Ensure families are invited to the DR CMT
8 meetings;

9 14.8.1.8 Maintain a binder of weekly case logs and
10 registration forms for each case conferenced at DR CMT;

11 14.8.1.9 Complete standardized DR CMT assessment tools,
12 ensuring COUNTY required DR CMT data is accurately entered into FaCT database;
13 and

14 14.8.1.10 Actively engage new collaborative partners
15 and/or other COUNTY agency representatives to conference cases that would
16 benefit families.

17 14.8.2 Qualifications: LCSW, MFT, or Licensed Clinical
18 Psychologist. A minimum of one (1) year of group/meeting facilitation
19 experience is preferred. Proficiency in English is required.

20 14.9 DR Family Support Specialist (CB):

21 14.9.1 Duties: Provide DR Family Support Services; assess
22 PARTICIPANT's needs; provide one-on-one support; assist families in crisis to
23 access resources to meet needs; attend and participate in DR CMT meetings;
24 assist PARTICIPANTS with the completion of necessary paperwork or forms;
25 coordinate information for PARTICIPANTS referrals; ensure PARTICIPANTS are
26 able to access services; follow up with PARTICIPANTS, as needed; perform home,
27 school, or other community site visits as needed; work closely with Contractor
28 Partners Agencies and SSA Social Workers; coordinate with other service

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

4 14.9.2 Qualifications: Bachelor's degree in, human services or
5 related field from an accredited university, knowledge of the child welfare
6 system, and two (2) years of experience working directly with families in
7 crisis and the community is preferred. Proficiency in English and bilingual,
8 based on community language need, is required.

9 14.10 DR In-Home Family Support Specialist (CB):

10 14.10.1 Duties: Provide DR In-Home Family Support Services,
11 parenting education, and resource brokering; coordinate with multiple service
12 providers to prevent abuse and out-of-home placement; provide DR crisis
13 intervention, including assessment and stabilization of immediate crisis and
14 resource linkages; prepare and submit data and reports as required by
15 ADMINISTRATOR; and attend required meetings and training as needed.

16 14.10.2 Qualifications: Bachelor's degree (Master's degree
17 preferred) in social work or related field from an accredited university. Two
18 (2) years of experience working with children and families, possess excellent
19 verbal and written communications skills, and ability to work in a
20 multicultural environment. Proficiency in English, and bilingual based on
21 community language need is required.

22 14.11 DR Program Manager (CB):

23 14.11.1 Duties: Provide general oversight of and responsibility
24 for COUNTY/FaCT contract at designated site, supervise FRC coordinator and FRC
25 projects, integrate new and existing FRC programs, collaborate with FaCT
26 staff, attend FaCT committee meetings and forums, and provide local and
27 regional FRC advocacy.

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1 14.11.2 Qualifications: Master's degree in social work or
2 related field, five (5) years of social services experience, a minimum of
3 three (3) years supervision experience, and a minimum of two (2) years of
4 experience in more than one child welfare service (e.g., foster care,
5 residential care, in-home services, wraparound services, family preservation,
6 or other child abuse prevention). Proficiency in English is required.

7 14.12 Family Support Specialist (CB):

8 14.12.1 Duties: Responsible for assessing needs and assisting
9 families to access resources to meet those needs, including court ordered
10 families to facilitate family reunification; case planning; compiling and
11 maintaining records; preparing reports; attending and presenting cases at CMT
12 meetings; completing FaCT-approved assessment tools; data entry into FaCT-
13 approved database; collaborate with the COUNTY, in promoting Foster and
14 Adoptive Parent Recruitment Services at community events/workshops and other
15 local community events, the need for foster and adoptive resources for
16 children in need of a permanent home; and attending all required FaCT meetings
17 and trainings.

18 14.12.2 Qualifications Option One (1): Bachelor's degree in
19 human services or related field from an accredited university, knowledge of
20 the child welfare system, and two (2) years of experience working directly
21 with families in crisis and the community. Proficiency in English is
22 required, and bilingual, based on community language need, is required.

23 14.12.3 Qualifications Option Two (2): A minimum of five (5)
24 years of experience working directly with families in crisis and the community
25 and knowledge of the child welfare system. Proficiency in English and
26 bilingual, based on community language need, is required.

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1 14.13 Foster and Adoptive Parent Recruiter (CB):

2 14.13.1 Duties: Responsible for promoting, at community
3 events/workshops and other local community events in collaboration with
4 ADMINISTRATOR, the need for foster and adoptive resources for children in need
5 of a permanent home.

6 14.13.2 Qualifications: High school diploma or equivalent, one
7 (1) year of experience working directly with families in crisis and community,
8 knowledge of local resources, excellent customer service skills, and computer
9 competency (i.e., knowledge and ability to use computers and related
10 technology). Proficiency in English and bilingual, based on community
11 language need, is required.

12 14.14 FRC CMT Clinical Supervisor (WYS):

13 14.14.1 Duties: Facilitate case management team group process,
14 ensure thorough assessment and linkages for families to resources, and ensure
15 team and/or staff members follow up on all mandated reporting requirements.
16 Responsibilities include, but are not limited to:

17 14.14.1.1 Verify and track attendance of required FRC
18 CMT members;

19 14.14.1.2 Ensure PARTICIPANT confidentiality/release
20 forms are signed by PARTICIPANT and FRC CMT members;

21 14.14.1.3 Review the laws of confidentiality and child,
22 elder/dependent adult abuse reporting on an annual basis and ensure compliance
23 for each case presented;

24 14.14.1.4 Ensure all FRC CMT cases conferenced are
25 multiple needs cases (i.e., not just information and referral);

26 14.14.1.5 Facilitate weekly review of FRC CMT cases,
27 including a thorough assessment of needs, treatment plan, and termination;

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1 14.14.1.6 Provide and coordinate ongoing cross-training
2 to FRC CMT on clinical training needs;

3 14.14.1.7 Ensure families are invited to the FRC CMT
4 meetings;

5 14.14.1.8 Maintain a binder of weekly case logs and
6 registration forms for each case conferenced at FRC CMT;

7 14.14.1.9 Complete standardized FRC CMT assessment
8 tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT
9 database; and

10 14.14.1.10 Actively engage new collaborative partners
11 and/or other COUNTY agency representatives to conference cases that would
12 benefit families.

13 14.14.2 Qualifications: LCSW, Licensed MFT, or Licensed Clinical
14 Psychologist. A minimum of one (1) year of group/meeting facilitation
15 experience is preferred. Proficiency in English is required.

16 14.15 FRC Coordinator (CB):

17 14.15.1 Duties: Perform a variety of administrative functions
18 including: coordinate service providers; supervise FRC and DR staff; oversee
19 the day-to-day operation of the FRC; compile statistical and financial data
20 for various reports; facilitate community involvement in the CEAC; coordinate
21 governance and policy procedure development; coordinate training opportunities
22 for staff; prepare and monitor program budget; perform outreach to community
23 businesses and schools; market FRC services within the community; initiate
24 outreach to new partners and service providers; address public inquiries
25 regarding services, procedures, operations, and regulations; facilitate
26 Contractor Partner Agencies and staff meetings ensure completion of meeting
27 minutes; complete all required documentation; attend all required FaCT
28 meetings and trainings; and perform related duties as assigned.

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

10 14.15.3 Qualifications Option Two (2): A minimum of five (5)
11 years of experience working with at-risk families and the community; knowledge
12 of the child welfare system; capable of relating well to individuals from
13 diverse backgrounds, cultures, varied income, and education levels;
14 supervision experience; ability to work successfully in a collaborative
15 environment; attention to detail; and computer competency. Proficiency in
16 English is required and bilingual, based on community language need, is
17 preferred.

18 14.16 FS Family Support Specialist (CB):

19 14.16.1 Duties: Provide FS Family Support Services; assess
20 PARTICIPANT's needs; provide one-on-one support; assist families in crisis to
21 access resources to meet needs; attend and participate in CMT meetings; assist
22 PARTICIPANTS with the completion of necessary paperwork or forms; coordinate
23 information for PARTICIPANTS referrals; ensure PARTICIPANTS are able to access
24 services; follow up with PARTICIPANTS, as needed; perform home, school, or
25 other community site visits, as needed; work closely with Contractor Partner
26 Agencies and SSA Social Workers; coordinate with other service providers
27 providing services to PARTICIPANTS; compile, prepare, and submit data and
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1 reports as required by COUNTY; maintain records; and attend all required
2 meetings and trainings, as needed.

3 14.16.2 Qualifications: Bachelor's degree in human services or
4 related field from an accredited university, knowledge of the child welfare
5 system, and two (2) years of experience working directly with families in
6 crisis and the community is preferred. Proficiency in English and bilingual,
7 based on community language need, is required.

8 14.17 FS Program Manager (CB):

9 14.17.1 Duties: Responsible for providing general oversight of
10 and responsibility for COUNTY/FaCT contract at designated site, supervising FS
11 Family Support Specialist and FS projects at the FRC, integrating new and
12 existing FRC programs, collaborating with COUNTY FS and FaCT staff, attending
13 FaCT committee meetings and forums, and providing local and regional FRC
14 advocacy.

15 14.17.2 Qualifications: Master's degree in social work or
16 related field from an accredited university, five (5) years of social services
17 experience, three (3) years of supervision experience, and two (2) years of
18 experience in more than one child welfare service (e.g., family stabilization,
19 foster care, residential care, in-home services, Wraparound services, family
20 preservation, or other child abuse prevention). Proficiency in English is
21 required.

22 14.18 Information and Referral Specialist (RF):

23 14.18.1 Duties: Responsible for responding to walk-in, call-in,
24 and referred PARTICIPANTS seeking community resources. Assess PARTICIPANT's
25 immediate needs and make referrals to appropriate resources. Administer FaCT-
26 approved measurement tools and enter results into the FaCT database.

27 14.18.2 Qualifications: High school diploma or equivalent, one
28 (1) year of experience working directly with families in crisis and community,

1 knowledge of local resources, excellent customer service skills, and computer
2 competency (i.e., knowledge and ability to use computers and related
3 technology). Proficiency in English and bilingual, based on community
4 language need, is required.

5 14.19 Operations Manager (RF):

6 14.19.1 Duties: Administer all human resource functions,
7 including administration of benefits; manage insurance renewals; maintain
8 accounts receivable and accounts payable functions; and oversee payroll.

9 14.19.2 Qualifications Option One (1): Bachelor's Degree in
10 business management or related field from an accredited university.
11 Proficiency in English is required and bilingual, based on the community need,
12 is preferred.

13 14.19.3 Qualifications Option Two (2): A minimum of five (5)
14 years of experience in office management, including knowledge of QuickBooks
15 and Microsoft Office computer programs; detail oriented; ability to work in a
16 collaborative environment; and computer competency. Proficiency in English is
17 required and bilingual, based on the community need, is preferred.

18 14.20 Out-of-School-Time Youth Leader (OVSD):

19 14.20.1 Duties: Provide supervision and Out-of-School-Time
20 activities to children and youth based on community need, monitor attendance,
21 and ensure the health and safety of the children is maintained at all times.
22 Coordinate and communicate with FRC Coordinator, attend all required meetings,
23 administer FaCT-approved measurement tools, and enter results into the FaCT-
24 approved database.

25 14.20.2 Qualifications: Master's degree and a valid California
26 teaching credential or equivalent, meet OVSD substitute teacher eligibility
27 requirements and three (3) years of experience working with children in an
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1 educational setting is required. Proficiency in English is required, and
2 bilingual, based on community language need, is preferred.

3 14.21 Parenting Educator (WYS):

4 14.21.1 Duties: Responsible for teaching parenting education
5 classes and workshops for child development, behavior management, coping
6 skills, prevention of recurrence of maltreatment and attachment, bonding, and
7 traumatic loss; improve parenting skills and family functioning; monitoring
8 attendance and participation; providing written reports; administering FaCT-
9 approved pre/post-tests measurement tools; and entering results into the FaCT-
10 approved database.

11 14.21.2 Qualifications: Possess twelve (12) units of college
12 education in child development, psychology, sociology, social work, or related
13 field; one (1) year of experience working in the human services field; and
14 trained and/or certified to provide the CONTRACTOR's chosen evidence-based or
15 evidence-informed curriculum. Proficiency in English and bilingual, based on
16 community language need, is required.

17 14.22 PEP Instructor (IH):

18 14.22.1 Duties: Provide and instruct Personal Empowerment
19 Program (PEP) services, administer FaCT-approved pre/post measurement tools,
20 and enter results into the FaCT database.

21 14.22.2 Qualifications: PEP certified instructor shall possess a
22 minimum of two (2) years of experience working with domestic violence
23 families, forty (40) hours of Domestic Violence Prevention training, eight (8)
24 hours of Child Abuse Prevention and Reporting training, and completion of PEP
25 training. A valid Domestic Violence Advocate Certificate is required.
26 Proficiency in English and bilingual, based on community language need, is
27 required.

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1 14.23 Program Director (WYS):

2 14.23.1 Duties: Responsible for overseeing all WYS services
3 contracted with FaCT, supervising FaCT-contracted staff, completing required
4 reports and documentation, and attending all required meetings.

5 14.23.2 Qualifications: Licensed clinician (i.e., LCSW, MFT, or
6 Psychologist) with a minimum of two (2) years post licensure experience is
7 required. Maintain current California licensure and abide by ethical
8 standards promoted by the Board of Behavioral Sciences (BBS) and professional
9 association to which Program Director belongs. Proficiency in English is
10 required.

11 14.24 Program Manager (CB):

12 14.24.1 Duties: Provide general oversight of and responsibility
13 for COUNTY/FaCT contract at designated site, supervise FRC Coordinator and FRC
14 projects, integrate new and existing FRC programs, collaborate with FaCT
15 staff, attend FaCT committee meetings and forums, and provide local and
16 regional FRC advocacy.

17 14.24.2 Qualifications: Master's degree in social work or
18 related field from an accredited university, five (5) years of social services
19 experience, a minimum of three (3) years of supervision experience, and a
20 minimum of two (2) years of experience in more than one child welfare service
21 (i.e., foster care, residential care, in-home services, wraparound services,
22 family preservation, or other child abuse prevention). Proficiency in English
23 is required.

24 14.25 Program Manager (RF):

25 14.25.1 Duties: Provide oversight and supervision of RF's staff
26 in Agreement; attend meetings (i.e., Steering Committee, case management, and
27 other partner related meetings) as contractually required; act as liaison
28 between Contractor Partner Agencies, RF accounting department, and FaCT to

1 ensure accurate and timely invoicing to the Designated Lead Agency; ensure
2 accuracy of billings; and maintain complete and accurate records of all
3 financial and outcome measurement data.

4 14.25.2 Qualifications Option One (1): Bachelor's degree in
5 social work, psychology, or a related field from an accredited university; two
6 (2) years of experience working with at-risk families and the community;
7 knowledge of the child welfare system; supervisory experience; ability to work
8 successfully in a collaborative environment; attention to detail; computer
9 competency; ability to facilitate meetings; excellent speaking and writing
10 skills; and excellent organizational skills. Proficiency in English is
11 required.

12 14.25.3 Qualifications Option Two (2): A minimum of five (5)
13 years of supervisory experience, a minimum of five (5) years of experience
14 working with at-risk families and the community, knowledge of the child
15 welfare system, ability to work successfully in a collaborative environment,
16 attention to detail, computer competency, ability to facilitate meetings,
17 excellent speaking and writing skills, and excellent organizational skills.

18 14.26 School Principal (OVSD):

19 14.26.1 Duties: At no cost to COUNTY, oversee contracted
20 regulations and OVSD responsibilities including allocation of resources and
21 data collection; attend partner meetings; make contract decisions; manage and
22 oversee OST Youth Leader, OST and Student Recognition Program services; and
23 ensure data collection for both Out-of-School-Time Youth and Student
24 Recognition Program services.

25 14.26.2 Qualifications: Meet the minimum requirements for the
26 Principal position (e.g., Administrative Services credential) as set forth by
27 the OVSD. Proficiency in English is required.

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14.27 Student Recognition Liaison (OVSD):

14.27.1 Duties: Facilitate the Student Recognition Program services for children in kindergarten through fifth grades.

14.27.2 Qualifications: High school diploma or equivalent and a minimum of one (1) year of experience working with children. Proficiency in English is required and bilingual, based on community language need, is required.

14.28 TLFR Family Fun Activities Leader (CB):

14.28.1 Duties: Provide supervision and Time Limited Family Reunification 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. Coordinate events with FRC Coordinator, attend all required meetings, administer FaCT-approved measurement tools, and enter results into the FaCT-approved database.

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

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