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AGREEMENT

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COUNTY OF ORANGE

AND

CITY OF STANTON

AND

CAMP FIRE ORANGE COUNTY

AND

FRIENDLY CENTER, INC.

AND

INTERVAL HOUSE

AND

WESTERN YOUTH SERVICES

FOR THE PROVISION OF

SERVICES PROMOTING SAFE AND STABLE FAMILIES

THIS AGREEMENT, entered into this 1st day of July 1, 2015, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and City of Stanton, a duly incorporated general law city in the County of Orange, in the State of California; Camp Fire Orange County, a California non-profit corporation; Friendly Center Inc., a California non-profit corporation; Interval House, a California non-profit corporation; and Western Youth Services, a California non-profit corporation; hereinafter collectively referred to as "STANTON FAMILY RESOURCE CENTER" or "CONTRACTOR." City of Stanton, Camp Fire Orange County, Friendly Center Inc., Interval House, and Western Youth Services, may each also be referred to individually as "Contractor Partner Agencies." This

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

WITNESSETH:

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

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

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

2. ALTERATION OF TERMS

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

3. <u>STATUS OF CONTRACTOR</u>

- 3.1 CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.
- 3.2 CONTRACTOR, its agents, employees and volunteers shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

4. <u>DESCRIPTION OF SERVICES, STAFFING</u>

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment and supplies as described in the Exhibit "A" to the Agreement between County of Orange and Stanton Family Resource Center (FRC), for the Provision of Services Promoting Safe and Stable Families Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum obligation as set forth in this Agreement is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior.
- 5.2 In the performance of this Agreement, CONTRACTOR shall comply, unless waived in whole or in part by ADMINISTRATOR, with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); Federal Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all

applicable laws and regulations of the United States, State of California, County of Orange Social Services Agency and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereafter amended.

- 5.2.1 For Federally funded Agreements in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from Federal financial assistance programs and/or activities.
- 5.3 CONTRACTOR shall cooperate with the California Department of Social Services (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all reporting and evaluation requirements established by CDSS.

6. <u>DELEGATION AND ASSIGNMENT/SUBCONTRACTS</u>

6.1 Delegation and Assignment:

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

6.2 <u>Subcontracts</u>:

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any

way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

6.2.1 Subcontracts of \$25,000 or less:

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

6.2.2 Subcontracts in excess of \$25,000:

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

Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of twenty-five thousand

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

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

7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

7.1 Form of Business Organization:

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

- 7.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 7.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.
- 7.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.

7.2 <u>Change in Form of Business Organization</u>:

If during the term of this Agreement the form of ${\tt CONTRACTOR}$'s

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

7.3 Real Property Disclosure:

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

- 7.3.1 The location by street address and city of any such real property.
- 7.3.2 The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- 7.3.3 A detailed description of all existing and pending agreements, with respect to the use or occupation of any such real property. Such description shall include, but not be limited to:
- 7.3.3.1 The term duration of any rental, lease or license agreement;
- 7.3.3.2 The amount of monetary consideration to be paid to the lessor or licensor over the term of the rental, lease or license agreement;
- 7.3.3.3 The type and dollar value of any other consideration to be paid to the lessor or licensor; and
 - 7.3.3.4 The full names and addresses of all parties to

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

- 7.3.4 A listing by full names of all of CONTRACTOR's officers, directors and/or partners, members of its administrative and advisory boards, staff and consultants, who have any family relationship by marriage or blood with a party to any agreement concerning real property referred to in Subparagraph 7.3.3, immediately above, or who have any present or future financial interest in such person's business, whether the entity concerned is a corporation or partnership. Such listing shall also include the full names of all of CONTRACTOR's officers, directors, partners and those holding a financial interest. Included are members of its advisory boards, members of its staff and consultants, who have any family relationship by marriage or blood to an officer, director, or stockholder of the corporation or to any partner of the partnership. In preparing the latter listing, CONTRACTOR shall also indicate the names of the officers, directors, stockholders, or partner(s), as appropriate, and the family relationship which exists between such person(s) and CONTRACTOR's representatives listed.
- 7.3.5 True and correct copies of all agreements with respect to any such real property shall be appended to the affidavit described above and made a part thereof. If, during the term of this Agreement, there is a change in the agreement(s) with respect to real property where persons receive services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, describing such changes.

8. NON-DISCRIMINATION

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

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

- 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.
- 8.3 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 8 et seq.
- 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

8.5 Non-Discrimination in Employment:

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

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and job applicants.

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

California Department of Social Services

Public Inquiry and Response Bureau

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

Sacramento, CA 94244-2430

Telephone: (800) 952-5253

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

8.6 <u>Non-Discrimination in Service Delivery</u>:

CONTRACTOR shall comply with Titles VI and VII of the 8.6.1 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977. as amended. and in particular Section 272.6: Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seg., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR Section 3105A(e): the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8): Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their 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,

L	CDSS shall have the right to invoke fiscal sanctions or other legal remedies
2	in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
3	other laws, or the issue may be referred to the appropriate Federal agency for
1	further compliance action and enforcement of Subparagraph 8.6 et seq.
5	8.6.2 CONTRACTOR shall provide any and all clients desirous of
5	filing a formal complaint any and all information as appropriate:
7	8.6.2.1 Pamphlet: "Your Rights Under California Welfare
3	Programs" (PUB 13)
9	8.6.2.2 Discrimination Complaint Form
LO	8.6.2.3 Civil Rights Contacts:
11	<u>County Civil Rights Contact</u> :
L2	Orange County Social Services Agency
13	Program Integrity
L4	Attn: Civil Rights Coordinator
L5	P.O. Box 22001
L6	Santa Ana, CA 92702-2001
L7	Telephone: (714) 438-8877
L8	<u>State Civil Rights Contact</u> :
L9	California Department of Social Services
20	Civil Rights Bureau
21	P.O. Box 944243, M.S. 15-70
22	Sacramento, CA 94244-2430
23	<u>Federal Civil Rights Contact</u> :
24	U.S. Department of Health and Human Services
25	Office of Civil Rights
26	50 U.N. Plaza, Room 322
27	San Francisco, CA 94102
28	9. <u>NOTICES</u>

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9.1 <u>All</u> 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: Stanton Family Resource Center

c/o City of Stanton

7800 Katella Avenue

Stanton, CA 90680-3123

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

12.2 CONTRACTOR shall ensure that all subcontractors performing work on

behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

- 12.3 All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of CONTRACTOR's current audited financial report.
- 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

12.5 Qualified Insurer:

- 12.5.1 The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 12.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial rating.
- 12.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	Responsible Contractor Partner Agencies
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	City of Stanton (STN); Camp Fire Orange County (CFOC); Friendly

		Center, Inc. (FC);
		Interval House (IH);
		and Western Youth
		Services (WYS)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	STN, CFOC, FC, IH, and WYS
Workers' Compensation	Statutory	STN, CFOC, FC, IH, and WYS
Employer's Liability Insurance	\$1,000,000 per occurrence	STN, CFOC, FC, IH, and WYS
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	Stanton, IH, and WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	STN, CFOC, FC, IH, and WYS
Employee Dishonesty	n/a	Stanton

12.8 <u>Required Coverage Forms</u>:

- 12.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.
- 12.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

12.9 <u>Required Endorsements</u>:

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

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

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Insureds.

12.9.1.2 A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or selfinsurance maintained by the County of Orange shall be excess and noncontributing.

- 12.10 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 12.11 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.
- 12.12 CONTRACTOR shall notify County in writing within thirty (30) days' of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this Agreement.
- 12.13 If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following completion of this Agreement.
- 12.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 12.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 9 of this Agreement.
- 12.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement

Office or ADMINISTRATOR, award may be made to the next qualified proponent.

- 12.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 12.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

CONTRACTOR shall report to COUNTY:

- 13.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.
 - 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY

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

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

14. CONFLICT OF INTEREST

- 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR's employees, agents, relatives, subcontractors, and third parties associated with accomplishing the work hereunder.
- 14.2 CONTRACTOR's efforts shall include, but not be limited to. establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.

15. ANTI-PROSELYTISM PROVISION

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

16. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR

agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of ADMINISTRATOR.

17. <u>EQUIPMENT</u>

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

CONTRACTOR further agrees to the following:

- 17.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
- 17.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.
- 17.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.
- 17.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this

Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

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

17.3 <u>Personal Computer Equipment</u>:

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

18. BREACH SANCTIONS

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

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

- 18.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or
- 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

19. DESIGNATED LEAD AGENCY

- 19.1 Each of the Contractor Partner Agencies agrees that the City of Stanton (STN) shall serve as the designated lead agent on behalf of the CONTRACTOR, with authority to present claims to COUNTY on behalf of each of the Contractor Partner Agencies for services delivered by each of them pursuant to this Agreement. As designated lead agent, STN, shall receive the claims from each of the other Contractor Partner Agencies on a monthly basis and shall submit these claims, along with its own monthly claim, pursuant to Paragraph 20 herein. Claims submitted to COUNTY by the designated lead agent shall clearly identify the services that were performed by Contractor Partner Agencies. Any and all payments to be made by COUNTY pursuant to this Agreement shall be made payable to the designated lead agent. The designated lead agent shall thereafter disburse payment as appropriate to the Contractor Each of the Contractor Partner Agencies agrees that Partner Agencies. COUNTY's disbursement of payment to the designated lead agent shall satisfy COUNTY's payment obligation under this Agreement.
- 19.2 As the designated lead agent, STN shall also be responsible for at a minimum facilitating CONTRACTOR meetings, collecting documentation for invoices, and outcome measurements from each CONTRACTOR Partner Agency, and maintaining complete and accurate records of all financial and outcome measurement data on behalf of CONTRACTOR activities that include but are not

1	limited to the following:
2	19.2.1 Oversight of FRC services;
3	19.2.2 Employment and supervision of the FRC Coordinator;
4	19.2.3 Facilitating established meetings for Contractor Partner
5	Agencies and generating meeting minutes;
6	19.2.4 Coordinating a minimum of weekly case management
7	meetings;
8	19.2.5 Collecting and maintaining complete documentation for
9	invoices from Contractor Partner Agencies;
10	19.2.6 Overseeing the collection, maintenance, and management o
11	FRC data including outcome measurements from Contractor Partner Agencies;
12	19.2.7 Generating monthly reports (i.e. Service Grids) in
13	accordance with Paragraph 38 of this Agreement and Exhibit Paragraph 9 for
14	submission to COUNTY;
15	19.2.8 Reimbursing FaCT-funded Contractor Partner Agencies for
16	FaCT-funded services rendered prior to invoicing COUNTY;
17	19.2.9 Generating modification requests on the FRC's behalf for
18	submission to COUNTY;
19	19.2.10 Collecting information from Contractor Partner Agencies
20	and generating a monthly FRC activity calendar;
21	19.2.11 Coordinating FRC sustainability efforts referenced in
22	Exhibit "A", Subparagraph 11 of this Agreement;
23	19.2.12 Ensuring all Contractor Partner Agencies are current or
24	required documentation (e.g., insurance certificates, copies o
25	resumes/applications, independent audits);
26	19.2.13 Ensuring all Non-FaCT Funded Partner Agencies have a
27	current agreement with the FRC and provide copies of agreements to COUNTY upon
28	request;

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- 19.2.14 Facilitating collaborative activities, services, and programs to ensure effective service delivery;
- 19.2.15 Maintaining complete and accurate records of all financial and outcome measurement data for the FRC;
- 19.2.16 Attending required FaCT meetings and mandatory trainings; and
- 19.2.17 Maintaining the integrity of the FaCT database and other reports as necessary.

20. PAYMENTS

20.1 Maximum Contractual Obligation:

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

20.2 <u>Allowable Costs</u>:

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

20.3 Advance Payment:

ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR an amount not in excess of 16.66 percent (16.66%) of the maximum obligation of

COUNTY for the first twelve-month period of the Agreement, upon receipt of a written request. The request shall be accompanied by such justification as ADMINISTRATOR may require. ADMINISTRATOR may deduct any such advances from any one or more payments owed to CONTRACTOR prior to March 31, 2016. If, at the conclusion of this Agreement, there is a balance owing COUNTY, CONTRACTOR shall immediately refund said monies to COUNTY.

20.4 Claims:

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

ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, <u>inter alia</u>, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 25 (Records, Inspections, and Audits) of this Agreement.

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

20.4.4 <u>Year End and Final Claims</u>:

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

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

21. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR

shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

22. OUTSTANDING DEBT

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

23. FINAL REPORT

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

24. INDEPENDENT AUDIT

- 24.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. The audit must be performed in accordance with generally accepted government auditing standards and OMB Circular A-122. CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.
- 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to

comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

25. RECORDS, INSPECTIONS AND AUDITS

25.1 Financial Records:

- 25.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.
- 25.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

25.2 Client Records:

- 25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.
- 25.2.2 All client records related to services provided under the terms of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to client records to COUNTY in accordance with Subparagraph 43.2.
 - 25.2.3 COUNTY may refuse payment for a claim if client records

are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Agreement.

25.3 <u>Public Records</u>:

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

25.4 Inspections and Audits:

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

- 25.4.2 CONTRACTOR shall make its books and financial records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.
- 25.4.3 In the event CONTRACTOR does not make its books and financial records available within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and financial

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records.

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

25.5 Evaluation Studies:

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

26. <u>PERSONNEL DISCLOSURE</u>

- 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR in writing, along with a copy of a résumé and/or job application. The list shall include:
- 26.1.1 Names of all full or part-time personnel by title, including volunteer personnel, whose direct services are required to provide the programs described herein;
- 26.1.2 A brief description of the functions of each position and the hours each person works each week; or for part-time personnel, each day or month, as appropriate;
- 26.1.3 The professional degree, if applicable, and experience required for each position; and
 - 26.1.4 The language skill, if applicable, for all personnel.
- 26.2 CONTRACTOR's employment applications shall require applicants to provide detailed information regarding the conviction of a crime by any court,

for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of any applicant shall be cause for termination of that employee from the performance of services under this Agreement.

- 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, criminal record background checks on all employees and/or volunteers who will provide services under this Agreement. Candidates will satisfy background checks consistent with and comparable to those required for COUNTY employees.
- 26.4 CONTRACTOR warrants that all persons employed or otherwise assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for each employee and/or volunteer assigned to provide services under this Agreement for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later, in compliance with all applicable laws.
- 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses other than minor traffic offenses, of any paid employee and/or volunteer staff performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such employee and/or volunteer may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this

Agreement, pursuant to Paragraph 18 above.

- 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff.
- 26.7 COUNTY shall have the right to require CONTRACTOR to remove any employee from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said personnel.
- 26.8 CONTRACTOR shall notify COUNTY immediately when staff is terminated for cause from working on this Agreement.
- 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 28.1 In order to comply with child support enforcement requirements of COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:
 - (a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
 - (b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
 - (c) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and
 - (d) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.
- 28.2 The failure of CONTRACTOR to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.
- 28.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

- 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision and that any person violating the provisions of said State law may be guilty of a crime.
- 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.
- 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.
- 31.5.1 No access, disclosure or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.
- 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed or recorded by any publication or organization or to appear on any radio,

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

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

32. COPYRIGHT ACCESS

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

33. WAIVER

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

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breach thereof or of any other covenant, condition or agreement herein contained.

34. PETTY CASH

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

35. PUBLICITY

- 35.1 Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement shall state that the program, wholly or in part, is funded through COUNTY, State and Federal government funds.
- 35.2 CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Agreement within the following conditions:
- 35.2.1 CONTRACTOR shall develop all publicity material in a professional manner; and
- 35.2.2 During the term of this Agreement, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY. COUNTY shall not unreasonably withhold written consent.

36. <u>COUNTY RESPONSIBILITIES</u>

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

37. <u>REFERRALS</u>

37.1 CONTRACTOR shall provide services to individuals referred by

ADMINISTRATOR.

38. REPORTS

- 38.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.
- 38.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

39. ENERGY EFFICIENCY STANDARDS

As applicable, CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (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. <u>CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN</u> 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:

- A. The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Paragraph (B) of this certification.
- B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that
- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
- 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

- 3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

42. <u>POLITICAL ACTIVITY</u>

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

43. <u>TERMINATION PROVISIONS</u>

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

cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, and pertinent documents.

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

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

44. GOVERNING LAW AND VENUE

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

45. SIGNATURE IN COUNTERPARTS

The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect

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as if the original had been signed by all the parties.
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1	WHEREFORE, the parties hereto have	execute	ed this Agreement in the County
2	of Orange, California.		
3 4	By: JAMES A. BOX CITY MANAGER	В	HAIRMAN OF THE OARD OF SUPERVISORS
5	CITY OF STANTON	С	OUNTY OF ORANGE, CALIFORNIA
7	Dated:	Dated:	
8			
9			OHN BOEZINGER NTERIM EXECUTIVE DIRECTOR
11		С	AMP FIRE ORANGE COUNTY
12		Dated:	
13	SIGNED AND CERTIFIED THAT A COPY OF THIS		
14 15	AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC 25103, RESO 79-1535	C	ATHY SEELIG XECUTIVE DIRECTOR
16	ATTEST:		RIENDLY CENTER, INC.
17	By:	Dated:	
18	ROBIN STIELER Interim Clerk of the Board		
19	Orange County, California	By:	ADOL UTILITANG
20		_	AROL WILLIAMS XECUTIVE DIRECTOR
21		Ι	NTERVAL HOUSE
22		Dated:	
23	APPROVED AS TO FORM COUNTY COUNSEL		
24	COUNTY OF ORANGE, CALIFORNIA	Ву: _	
2526	By:	С	ORRAYNE LEIGH BELHUMEUR, Ph.D. HIEF EXECUTIVE OFFICER
27			ESTERN YOUTH SERVICES
28	Dated:	Dated:	

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EXHIBIT A

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AGREEMENT

BFTWFFN

COUNTY OF ORANGE

AND

CITY OF STANTON

AND

CAMP FIRE ORANGE COUNTY

AND

FRIENDLY CENTER, INC.

AND

INTERVAL HOUSE

AND

WESTERN YOUTH SERVICES

FOR THE PROVISION OF

SERVICES PROMOTING SAFE AND STABLE FAMILIES

1. POPULATION TO BE SERVED

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

homeless youth, and those at risk of homelessness; non-minor dependents ages eighteen through twenty-one (18-21), who are being served by child welfare or probation agencies and who are under the jurisdiction of the Orange County Juvenile Court; military families (active and veteran); and persons with disabilities. The population to be served as defined in this Paragraph reside in the city of Stanton, California, and surrounding communities within Orange County. The population to be served as defined in this paragraph shall hereinafter be referred to as "PARTICIPANTS" or "FAMILIES."

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

2. PSSF & CBCAP FUNDING REQUIREMENTS WORKLOAD STANDARDS

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

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institute any modification without prior, written approval of ADMINISTRATOR. The PSSF service categories are as follows:

- PSSF Outcomes: Services must meet a minimum of one (1) of the 2.2 following PSSF outcomes for each contracted service:
- 2.2.1 Children are, first and foremost, protected from abuse and neglect.
- 2.2.2 Children are safely maintained in their own homes whenever possible and appropriate.
- 2.2.3 Children have permanency and stability in their living situations.
- 2.2.4 The continuity of family relationships and connections is preserved for children.
- 2.2.5 Families have enhanced capacity to provide for their children's needs.
- 2.2.6 Children receive appropriate services to meet educational needs.
- 2.2.7 Children receive adequate services to meet physical and mental health needs.
 - 2.3 The four (4) PSSF service categories are as follows:
- 2.3.1 Family Preservation: Family Preservation (FP) services typically are designed to help families alleviate crises that might lead to out-of-home placement of children; maintain the safety of children in their own homes; and assist families in obtaining services and other supports necessary to address their multiple needs in a culturally responsive manner. FP services should comprise approximately twenty-five (25) percent of the budget for total services. Services must address a minimum of one (1) of the PSSF outcomes for each contracted service (as specified in Subparagraph 2.2 below).

- 2.3.2 <u>Family Support</u>: Family Support (FS) services are primarily community-based preventive activities designed to alleviate stress and promote parental competencies and behaviors that will increase the ability of families to successfully nurture their children; enable families to use other resources and opportunities available in the community; and create supportive networks to enhance child-rearing abilities of parents and help compensate for the increased social isolation and vulnerability of families. FS services should comprise approximately thirty-five (35) percent of the budget for total services. Services must address a minimum of one (1) of the PSSF outcomes for each contracted service (as specified in Subparagraph 2.2 below).
- 2.3.3 Time-Limited Family Reunification: Time-Limited Family Reunification (TLFR) are services and activities provided to a child who is removed from the child's home and placed in a foster family home or a childcare institution. These services are also for the parents or primary caregiver for the child, in order to facilitate the reunification of the child safely and appropriately during the court ordered family reunification period. TLFR services include individual, group, and family counseling; inpatient, residential, or outpatient substance abuse treatment services; mental health services; assistance to address domestic violence; temporary childcare and therapeutic services for families, including crisis nurseries; transportation to and from any of the above services. TLFR services should comprise approximately twenty (20) percent of the budget for total services. Services must address a minimum of one (1) of the PSSF outcomes for each contracted service (as specified in Subparagraph 2.2 below).
- 2.3.4 <u>Adoption Promotion and Support</u>: Adoption Promotion and Support (APS) services are designed to encourage more adoptions out of the foster care system when adoptions promote the best interest of children, and

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include such activities as pre- and post-adoptive services designed to expedite the adoption process and support adoptive families. APS services should comprise approximately twenty (20) percent of the budget for total services. Services must address a minimum of one (1) of the PSSF outcomes for each contracted service (as specified in Subparagraph 2.2 below).

- Unless specified otherwise, the services described below in Subparagraphs 5.1 through 5.12 addresses each of the four (4) PSSF categories described above in Subparagraphs 2.3.1 through 2.3.4.
- 2.5 Outcomes: Services must meet a minimum of one (1) of the following PSSF outcomes for each contracted service:
- 2.4.1 Children are, first and foremost, protected from abuse and neglect.
- 2.4.2 Children are safely maintained in their own homes whenever possible and appropriate.
- 2.4.3 Children have permanency and stability in their living situations.
- 2.4.4 The continuity of family relationships and connections is preserved for children.
- 2.4.5 Families have enhanced capacity to provide for their children's needs.
- Children receive appropriate services to meet educational 2.4.6 needs.
- 2.4.7 Children receive adequate services to meet physical and mental health needs.
- 2.5 Community-Based Child Abuse Prevention (CBCAP): Services shall align with the California Department of Social Services (CDSS) Community-Based Child Abuse Prevention (CBCAP) program which supports efforts to develop, operate, expand, enhance, and coordinate initiatives, programs and activities

to prevent child abuse and neglect. In addition CBCAP supports the coordination of resources to better strengthen and support families as well as foster understanding, appreciation and knowledge of diverse populations in order to effectively prevent and treat child abuse and neglect.

- ADMINISTRATOR may, in its sole discretion and upon written notice to CONTRACTOR, modify: the terms or definitions, the particular type of services/activities to be provided, the time-of-day and day-of-week services/activities are to be provided, the locations(s) where services/activities shall be provided, the date(s) services/activities shall begin and end, the service goal(s), measurement tools and outcome indicators. and the number of participants to be provided services/activities as described in Paragraph 5, below, without changing COUNTY's maximum obligation as set forth in this Agreement. Any modification of services/activities shall remain within the scope of defined PSSF service categories and PSSF outcomes and shall promote community participation. CONTRACTOR shall not institute any modification without prior written approval of ADMINISTRATOR.
- 2.7 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify workload standards as set forth in this Paragraph and as authorized by COUNTY, without reducing the level of service to be provided by CONTRACTOR. This agreement must be in writing.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of PARTICIPANTS the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 9:00 a.m. to 6:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. Weekly hours shall include a minimum of two (2) weeknights until 8:00 p.m. or one (1) weekend day for a minimum of four (4) hours to meet community needs. FRC operating hours must be submitted

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

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

4. FaCT GENERAL REQUIREMENTS

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

- 4.1 Maintain a community facility that offers multiple programs including, but not limited to the following core services: a case management team, counseling, family support services, parenting education, domestic violence prevention and treatment (Personal Empowerment Program), out-of-school-time youth program, TLFR family fun activities, foster/adoptive parent recruitment, and information and referral services in support of achieving FaCT goals.
- 4.2 Operate as a collaborative that includes Contractor Partner Agencies, which are FaCT-Funded and a minimum of two (2) Non-FaCT Funded Partner Agency(ies) who are providing onsite services at the FRC.

- 4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of understanding or agreement specifying their commitment to provide services throughout the term of this Agreement.
- 4.4 Designate STN to function as both the designated lead agency and the program management lead agency. The fiscal and program management responsibilities shall include those referenced in Paragraph 19 of this Agreement.
- 4.5 Provide bilingual staff responsible for direct services that are language appropriate.
- 4.6 Provide services that are culturally responsive to the needs of the community to be served.
- 4.7 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network Administrative Services (FNAS) provider, by attending required meetings, trainings, completing data entry into FaCT database system, and engaging with the FaCT Network in activities related to the FaCT mission and vision.
- 4.8 Provide all services at the FRC. Services may also be offered inhome, at schools, and other community locations as needed and as mutually agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all Clinical Supervision, Family Support Services, Counseling, and Case Management Team services.
- 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT Funded Partner Agency(ies) to ensure participants complete FaCT required registration, consent, sign-in forms, satisfaction surveys, and/or complete assessment tools referenced in Subparagraph 8.5 of this Exhibit when receiving services requiring an assessment.
- 4.10 Collaborate with COUNTY staff and COUNTY'S contracted Differential Response (DR) and Family Stabilization (FS) services staff who provide services to Social Services Agency (SSA) clients.

5. SERVICES

Throughout this Exhibit, the Contractor Partner Agencies shall hereinafter be referred to as: City of Stanton (STN), Camp Fire Orange County (CFOC), Friendly Center, Inc. (FC), Interval House (IH), and Western Youth Services (WYS).

5.1 <u>Clinical Supervision (WYS)</u>:

- 5.1.1 WYS shall provide Clinical Supervision services to ensure the quality of counseling services provided at the FRC.
- 5.1.2 WYS' Clinical Supervision services shall include, but are not limited to: individual and group clinical supervision for counselor(s) at the FRC, recruitment and supervision of Master's level counseling interns, case consultation, verification of laws of confidentiality, and ensuring that child and elder/dependent adult abuse reporting requirements are followed.
- 5.1.3 WYS' Clinical Supervision services shall be provided for a minimum of two (2) hours per week and shall be based on the CONTRACTOR's counseling agency supervision requirements.
- 5.1.4 WYS' Clinical Supervision shall be offered continuously throughout the term of this Agreement.
- 5.1.5 WYS shall provide a qualified licensed Clinical Supervisor as specified in Subparagraph 14.4 of this Exhibit.

5.2 <u>Individual</u> Counseling Services (WYS):

5.2.1 WYS shall provide Individual Counseling services to children ages birth to eighteen (0-18) years who are at-risk of abuse or neglect, and/or their parents, foster parents (and their children), adoptive families (and their children), and/or caregivers (and their children). Individuals may include: those who are low-income; coming from intact families; individuals in the process of reunification; those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting

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issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.2). These individuals are not Medi-Cal eligible; and/or do not meet the Medi-Cal eligibility requirements for medical necessity

The objectives of Counseling Services are as follows:

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

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

- 5.2.1.3 Increase access to social support systems.
- 5.2.1.4 Facilitate linkages to appropriate and needed treatment programs (e.g., domestic violence, substance abuse, mental health, etc.).
 - 5.2.1.5 Reduce risk of violence in the home.
 - 5.2.1.6 Improve individual and family functioning.
- 5.2.2 shall WYS provide Crisis. Group. and Individual Counseling services for a minimum of twelve (12) one hundred and thirty-five (135) unduplicated PARTICIPANTS annually. Counseling services shall include. but are not be limited to; assess PARTICIPANT's needs; providing emotional support; stabilizing immediate crisis; developing goals for PARTICIPANTS who are experiencing a crisis due to interpersonal conflicts, family crisis, difficult parenting issues, challenging child needs, and/or traumatic loss. Counseling services will address independent living skills; self-control; parenting issues; cycle of abuse; victimization; enhance family dynamics; modify dysfunctional behaviors: incorporate appropriate family roles: develop time limited goals for the family and child in placement that are targeted to PARTICIPANTS' particular reunification plans if applicable; and make

appropriate linkages to all needed treatment programs and social support systems. The Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the FRC Comprehensive Case Management Team meetings. Individual Counseling services shall be provided in a culturally responsive manner in English and Spanish as needed by PARTICIPANT.

- 5.2.3 WYS shall provide Crisis, Group, and Individual Counseling Services continuously throughout the term of this Agreement by appointment Monday through Friday during FRC operating hours. WYS may also schedule evening hours at the request of PARTICIPANTS.
- 5.2.4 WYS shall provide Individual Counseling services in a private office space at the FRC, or other community locations, with advance written approval by ADMINISTRATOR, provided location can accommodate the confidentiality of the service. WYS shall provide Crisis Counseling for a minimum of thirty (30) Individuals annually. WYS shall offer Crisis Counseling services for a minimum of one (1) and not exceed four (4) sessions per PARTICIPANT. Crisis Counseling sessions shall be based on motivational interviewing and solution focused intervention. Counseling sessions shall be a minimum of fifty (50) minutes in duration, or as clinically indicated by the clinician, and offered to PARTICIPANTS on a weekly basis.
- 5.2.5 WYS shall provide Group Counseling for a minimum of ninety (90) individuals for Group Counseling. WYS shall offer a minimum of eight (8) Group Counseling series annually. Each series shall consist of six (6) weekly stand-alone sessions. Group Counseling sessions shall be a minimum of fifty (50) minutes in duration. PARTICIPANTS are invited to join ongoing group(s) appropriate for their age, gender, and role after an initial welcome meeting with the assigned counselor. Group Counseling topics will address common concerns for the PARTICIPANTS served, do not build upon one another, and shall include, but are not limited to, seeking safety and self-care.

PARTICIPANTS may join at any point in time and considered as having successfully completed group counseling after having attended six (6) sessions.

- 5.2.6 WYS shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form, FaCT consent form, and FaCT approved assessment tools. WYS shall provide Individual Counseling for a minimum of fifteen (15) individuals annually. WYS shall provide offer Individual Counseling sessions for a minimum of six (6) weeks of counseling four (4) sessions per individual and not exceed twenty (20) sessions in duration for each per PARTICIPANT. Individual Counseling will utilize cognitive behavioral therapy, a trauma-focused model. FRC shall provide a phone messaging system to record messages and post a sign with an emergency contact name and telephone number for PARTICIPANTS who may call or visit the FRC after hours.
- 5.2.7 WYS's Individual Counseling services shall address the following PSSF service categories: FP, FS, TLFR, and APS.
- 5.2.8 WYS shall provide qualified, bilingual licensed clinician or license-eligible Counselor, staff as specified in Subparagraph 14.6 of this Exhibit.

5.3 Closed Group Counseling:

5.2.9 WYS shall provide Closed Group Counseling services to children ages birth to eighteen (0-18) years, who are at-risk of abuse or neglect, and/or their parents, foster parents (and their children), and/or caregivers (and their children). Individuals may include: those who are low-income: coming from intact families; individuals in the process of reunification; those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.4). These individuals are not Medi-Cal eligible: and/or do not

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meet the Medi-Cal eligibility requirements for medical necessity.

5.2.10 WYS shall provide Closed Group Counseling services for a minimum of twenty (20) unduplicated PARTICIPANTS who otherwise qualify to receive counseling services. Closed groups are those in which members begin the group at the same time and no new members can join after the first session. Closed Group Counseling services shall include, but not be limited to: assessing PARTICIPANT's needs; provide emotional support; stabilize immediate crisis; develop goals for PARTICIPANTS; address independent living skills; self-control; parenting issues; cycle of abuse; victimization; enhance family dynamics: modify dysfunctional behaviors: incorporate appropriate family roles: develop time limited goals for the family and child in placement that are targeted to PARTICIPANTS' particular reunification plans, if applicable; and make appropriate linkages to all needed treatment programs and social support systems. The Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team meetings. Closed Group Counseling services shall be provided in a culturally responsive manner in English and Spanish as needed by PARTICIPANTS.

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

5.2.12 WYS shall provide Closed Group Counseling services in a

private office space at the FRC, or other community locations, with advance written approval by ADMINISTRATOR, provided location can accommodate the confidentiality of the service.

- 5.2.13 WYS shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form, FaCT consent form, and FaCT approved assessment tools.
- 5.2.14 WYS's Closed Group Counseling services shall address the following PSSF service categories: FP, FS, TLFR, and APS.
- 5.2.15 WYS shall provide qualified licensed Counselor or license-eligible Counselor staff as specified in Subparagraph 11.9 of this Exhibit.

5.3 Group Counseling:

- 5.2.16 WYS shall provide Group Counseling services to children ages six to eighteen (6-18) years, who are at-risk of abuse or neglect. Individuals may include: those who are low-income; coming from intact families, individuals in the process of reunification; those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.4). These individuals are not Medi-Cal eligible: and/or do not meet the Medi-Cal eligibility requirements for medical necessity.
- 5.2.17 WYS shall provide Group Counseling services for a minimum of twenty-six (26) unduplicated PARTICIPANTS. Group Counseling services shall include, but not be limited to, assess PARTICIPANT's needs; provide emotional support; stabilize immediate crisis; develop goals for PARTICIPANTS; address independent living skills; self-control; parenting issues; cycle of abuse; victimization; enhance family dynamics; modify dysfunctional behaviors; incorporate appropriate family roles; develop time limited goals for the

family and child in placement that are targeted to PARTICIPANTS' particular reunification plans, if applicable; and make appropriate linkages to all needed treatment programs and social support systems. Group Counseling topics shall focus on improving communication and social functioning; managing emotions and/or behaviors; developing stronger interpersonal relationships with family and peers; and building age appropriate independent living skills. The Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team meetings. Services shall be provided in a culturally responsive manner in English and Spanish as needed by PARTICIPANTS.

5.2.18 WYS shall provide Group Counseling services continuously throughout the term of this Agreement Monday through Friday during FRC operating hours to PARTICPANTS who otherwise qualify to receive counseling services. WYS may also schedule evening hours at the request of PARTICIPANTS. WYS shall provide a minimum of five (5) Group Counseling series at a minimum of sixty (60) minutes each session with an eight (8) week session minimum per series. Each session shall include a minimum of five (5) PARTICIPANTS per group session. FRC shall provide a phone messaging system to record messages and post a sign with an emergency contact name and telephone number for PARTICIPANTS who may call or visit the FRC after hours.

- 5.2.19 WYS shall provide Group Counseling services in a private office space at the FRC, or other community locations, with advance written approval by ADMINISTRATOR, provided location can accommodate the confidentiality of the service.
- 5.2.20 WYS shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form, FaCT consent form, and FaCT approved assessment tools.
 - 5.2.21 WYS' Group Counseling services shall address the

following PSSF service categories: FP, FS, TLFR, and APS.

5.2.22 WYS shall provide qualified licensed Counselor or license-eligible Counselor staff as specified in Subparagraph 11.9 of this Exhibit.

5.3 Family Advocacy/Case Management Support Services (FC):

- 5.3.1 The objectives of Family Support Services are as follows: 5.3.1.1 Increase families' follow-through with service
 - 5.3.1.2 Increase access to resources.
 - 5.3.1.3 Increase effective coordination of services

among providers.

providers.

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

- 5.3.2 The Raise Foundation (RF) shall provide Family Advocacy/Case Management Support services to children ages birth to eighteen (0-18) years who are at-risk of abuse or neglect, and/or their parents, foster parents (and their children), caregivers (and their children), and/or pre- and post-adoptive families. Families may include: those who are low-income; unemployed; underemployed; coming from intact families; homeless families: those receiving child welfare services; families in the process of reunification; families in the process of COUNTY adoption; or those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.5).
- 5.3.3 RF FC shall provide Family Advocacy/Case Management Support Services for a minimum of one hundred and twenty-five (100) (125) unduplicated PARTICIPANTS FAMILIES annually. Family Advocacy/Case Management Support Services are those services employing a case manager (e.g., Family

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Support Specialist) responsible for assessing shall include, but not be limited to, the following: assess the strengths and meeting the multiple needs of a client PARTICIPANT and family; arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families. The primary goal of case management shall be to link clients PARTICIPANTS with multiple needs to resources, and services, and opportunities; The Family Support Specialist shall also teach and empower clients PARTICIPANTS to access community resources and to strengthen problem solving skills; build on family strengths; case planning; follow up with families; assess if services meet family's need: empower families: teach problem solving skills and how to access resources: and office and in-home visits: Family Advocacy/Case Management Support services shall be provided in a family friendly, culturally responsive manner in English and Spanish as needed by PARTICIPANT.

- RF FC shall provide Family Advocacy/Case Management Support Services continuously throughout the term of this Agreement Monday through Friday during FRC operating hours or at dates and times convenient for PARTICIPANTS. RF FC shall provide short-term Family Advocacy/Case Management Support Services for a minimum of thirty (30) days or long-term Family Advocacy/Case Management Support services for a minimum of sixty (60) days for each PARTICIPANT.
- 5.3.5 RE FC shall primarily provide Family Advocacy/Case Management Support Services in family's home, at the FRC, or at other community locations as needed with advance written approval by ADMINISTRATOR.
- 5.3.6 RF shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form, FaCT consent form, and FaCT approved assessment tools.
- 5.3.6 RF's Family Advocacy/Case Management Support services shall address the following PSSF service categories: FP. FS. TLFR. and APS.

5.3.6 RF FC shall provide qualified, bilingual Family Advocate/Individual Case Manager Support Specialist, staff as specified in Subparagraph 14.9 of this Exhibit.

5.4 <u>Foster and Adoptive Parent Recruitment (STN)</u>:

- 5.4.1 The objective of Foster and Adoptive Parent Recruitment Services is to increase foster/adoptive awareness to prospective caregivers.
- 5.4.2 STN shall help promote, in collaboration with ADMINISTRATOR, the need for foster and adoptive resources for children in need of a permanent home. Promotional activities may include, but are not limited to: displaying media or printed material at the FRC, promotion at community events/workshops, and distribution of flyers and other marketing materials to local community residents.
- 5.4.3 STN shall refer a minimum of four (4) unduplicated PARTICIPANTS annually to become foster/adoptive parents. STN shall provide outreach and marketing to local colleges offering foster parenting and adoptive parenting classes.
- 5.4.4 STN's Foster and Adoptive Parent Recruitment Services shall be offered continuously throughout the term of this Agreement during FRC hours. Foster and Adoptive Parent Recruitment shall be offered at the FRC and other community locations as needed and approved by ADMINISTRATOR.
- 5.4.5 STN's Foster and Adoptive Parent Recruitment Services shall address only the following PSSF service category: APS
- 5.4.6 STN, through its Community Services Department and on an in-kind basis, shall provide qualified Foster and Adoptive Parent Recruiter staff as specified in Subparagraph 14.10 of this Exhibit.
 - 5.5 <u>Comprehensive FRC Case Management Team (WYS)</u>:
- 5.5.1 The objectives of FRC Case Management Team (CMT) services are as follows:

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

- 5.5.1.2 Improve resource linkages.
- 5.5.1.3 Improve individual and family functioning.
- 5.5.1.4 Decrease duplication of services.
- 5.5.1.5 Build the capacity of communities and FRC to address the needs of children and families.

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

5.7.3 Western Youth Services (WYS) shall provide Comprehensive Case Management Teams services for families with and/or caregivers of children ages birth to eighteen (0-18) years, who are at-risk of abuse or neglect. These include low-income families, intact families, foster families, and/or families in the process of reunification (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.1).

5.5.3 WYS, in coordination with Contractor Partner Agencies, shall provide Comprehensive Case Management Team FRC CMT services for a minimum of one hundred (100) seventy-five (75) unduplicated PARTICIPANTS FAMILIES annually. Comprehensive Case Management Team services include, but are not limited to: identifying the educational, health, or social service needs of a child, and child's family; developing a plan to address these multiple needs; weekly reviews; team assessment; arranging and coordinating appropriate services; monitoring effectiveness of services; and evaluating the outcome of services. Comprehensive Case Management Team FRC CMT services shall include, but are not limited to, the following components:

5.5.3.1 <u>Assessment</u>: The <u>Program Coordinator/</u>
Comprehensive Case <u>Management Team Facilitator and Comprehensive Case</u>

<u>Management Team FRC CMT Clinical Supervisor</u>, based on input from the CMT,
shall complete an <u>comprehensive</u> assessment of PARTICIPANTS' strengths and
needs, <u>treatment plan</u>, <u>follow-up</u>, and community resources available to
PARTICIPANT. <u>The Program Coordinator/Comprehensive Case Management Team</u>
<u>Facilitator shall ensure the completion of a FaCT registration form, FaCT consent form, and referral form.</u>

5.5.3.2 <u>Individualized Treatment Plan</u>: On the basis of the assessment in Subparagraph 5.5.3.1 the <u>Program Coordinator/Comprehensive Case Management Team Facilitator</u>, and <u>Comprehensive Case Management Team FRC CMT Clinical Supervisor</u> shall <u>jointly</u> develop an individualized treatment plan with the PARTICIPANT that identifies priorities, desired outcomes, the strategies and resources to be used in attaining the outcomes, follow up, and termination.

5.5.3.3 <u>Reassessment</u>: The <u>Program Coordinator/</u>
<u>Comprehensive Case Management Team Facilitator and Comprehensive Case</u>
<u>Management Team FRC CMT Clinical Supervisor and CMT shall reassess the</u>

PARTICIPANT's status, with input from Contractor Partner Agencies, in a weekly clinical review of cases. Comprehensive Case Management Team meetings FRC CMT shall provide weekly evaluations and assessment for PARTICIPANTS.

- 5.5.3.4 <u>Termination</u>: The <u>Comprehensive Case Management</u>

 Team FRC CMT Clinical Supervisor and FRC CMT shall terminate the case from FRC CMT when the desired outcomes have been attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.
- 5.5.4 WYS shall provide Comprehensive Case Management Team FRC CMT services Monday through Friday during Family Resource Center (FRC) operating hours continuously throughout the term of this Agreement. Comprehensive Case Management Team meetings FRC CMT shall be scheduled a minimum of one (1) day per week for a minimum of one (1) hour in duration. WYS's Comprehensive Case Management Team Facilitator FRC CMT Clinical Supervisor shall facilitate Comprehensive Case Management Team FRC CMT meetings.
- 5.5.5 WYS shall provide Comprehensive Case Management Team services at FRC locations.
- 5.5.5 WYS shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form and a FaCT consent form. Additionally, WYS shall complete the FaCT standardized Assessment Tool. the required forms referenced in Subparagraph 4.9 and the FRC CMT Tracking and Outcomes Log specified in Subparagraph 8.5.
- 5.5.6 WYS's Comprehensive Case Management Team services shall address the following PSSF service categories: FP, FS, TLFR, and APS.
- 5.5.6 WYS shall provide qualified Comprehensive Case Management

 Team Facilitator/Program Coordinator FRC CMT Clinical Supervisor staff to facilitate Comprehensive Case Management Team FRC CMT meetings as specified in Subparagraphs 14.11 of this Exhibit.

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5.6 <u>Community Resource Information and Referral Services (STN)</u>:

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

5.6.2 City of Stanton (Stanton) shall provide Community Resource Services to the following: parents and/or caregivers and their children ages birth to eighteen (0-18) years who are at-risk of abuse or neglect. Individuals may include: those who are or low-income or dealing with poverty issues (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.11).

5.6.2 STN shall provide Community Resource Information and Referral Services for a minimum of nine hundred (900) one thousand (1,000) unduplicated PARTICIPANTS annually. Community Resource Information and Referral Services shall include, but not be limited to the following: an assessment of need and referral to services including, but are not limited to the following: emergency housing, emergency food, family counseling, childcare, substance abuse counseling and treatment, parenting training, utility assistance, health and mental health treatment, education and job training, legal aid, youth academic and recreation services; linkages to a wide range of community services: general family support: family advocacy: case management team; parenting services; treatment services; domestic violence; basic needs; and many other services based on client needs. The FRC Information and Referral Specialist shall be required to partner collaborate with other County and local community agencies by receiving and referring PARTICIPANTS which may include, but not limited to 2-1-1 Orange County, Help Me Grow, etc. resource services providers. Community Resource Services shall be provided in a family friendly, culturally responsive manner in English and Spanish as needed by PARTICIPANT.

5.6.3 5.6.3 Stanton shall provide Community Resource

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

- 5.6.3 Stanton shall provide Community Resource Services at FRC locations.
- 5.6.3 Stanton shall measure progress by completing FaCT measurement tools.
- 5.6.3 Stanton's Community Resource Services shall address the following PSSF service categories: FP, FS, TLFR, and APS.
- 5.6.4 STN shall provide qualified, bilingual Community Resource Services Information and Referral Specialist, staff as specified in Subparagraph 14.13 of this Exhibit.

5.7 Other Services - Emergency Assistance (FC):

- 5.7.1 FC shall provide Emergency Assistance services to a minimum of four hundred (400) unduplicated PARTICIPANTS annually. Emergency Assistance services shall include, but are not limited to, the following: emergency food, utility assistance (e.g., Southern California Edison and Southern California Gas Company), hygiene items (e.g., soap, shampoo, toothbrush/paste, and feminine products), diapers, laundry detergent, and clothing as needed. PARTICIPANTS may receive Emergency Assistance services once a year and shall be referred to FC's supplemental food program for ongoing food assistance and Family Support Services for additional assistance needs.
- 5.7.2 FC shall provide Emergency Assistance services continuously throughout the term of this Agreement during FRC operating hours

at dates and times convenient for PARTICIPANTS.

5.7.3 FC shall provide qualified Family Services Assistant staff as specified in Subparagraph 14.8 of this Exhibit.

5.8 Other Services - Food Distribution (FC):

- 5.8.1 FC shall provide Food Distribution services to a minimum of three thousand (3,000) duplicated PARTICIPANTS annually. PARTCIPANTS may access food as often as needed. Food Distribution services shall include food distributions (e.g., produce, dairy, meats, and bread) from local markets and monthly food distributions from Food Banks.
- 5.8.2 FC shall provide Food Distribution services continuously throughout the term of this Agreement during FRC operating hours at dates and times convenient for PARTICIPANTS.
- 5.8.3 FC shall provide qualified Family Services Assistant staff as specified in Subparagraph 14.8 of this Exhibit.
 - 5.9 Out-of-School-Time Youth Program (STN and CFOC):
- 5.9.1 The objectives of Out-of-School Time Youth Program are as follows:
 - 5.9.1.1 Increase social connection amongst peers.
 - 5.9.1.2 Provide a safe place for school-aged children.
- 5.9.1.3 Increase enrichment opportunities to enhance academic achievement and healthy social behavior.
- 5.9.2 STN, in coordination with CFOC, shall jointly provide Out-of-School-Time Youth Program Services for a minimum of forty (40) unduplicated PARTICIPANTS annually. Out-of-School-Time Youth Program will provide PARTICIPANTS with a safe and nurturing place during after school and non-school hours. Activities may include, but are not limited to: recreation, education, healthy development, artistic and cultural enrichment, and leadership development.

- 5.9.3 STN in coordination with CFOC shall jointly offer Out-of-School-Time Youth Program services during spring, summer, and winter school breaks to fill the gaps with morning and afternoon activity sessions, and weekend excursions and events.
- 5.9.4 STN shall provide qualified Out-of-School-Time Youth Leader staff as specified in Subparagraph 14.14 of this Exhibit. CFOC shall provide qualified Site Coordinator staff as specified in Subparagraph 14.18 of this Exhibit.

5.10 Parenting Education (WYS):

5.10.1 The objectives for Parent Education are as follows:

5.10.1.1 Increase social support.

5.10.1.2 Enhance coping skills.

5.10.1.3 Improve knowledge of child development.

5.10.1.4 Improve knowledge of appropriate and effective

discipline.

5.10.2 WYS shall provide Parenting Education services to parents, foster parents, and/or caregivers of children ages birth to eighteen (0-18) years who are at-risk of abuse or neglect. Parents may include: those who are low-income; coming from intact families; dealing with poverty issues, child abuse, domestic violence, teen parent, adoption; individuals in the process of reunification; those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.6).

5.10.2 WYS shall provide Parenting Education services for a minimum of ten (10) sixty (60) unduplicated PARTICIPANTS annually. Parenting Education services shall utilize only an evidence-based or evidence-informed curriculum. Elements of an effective parenting education program shall:

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improve parenting skills and family functioning by teaching parents/caregivers about child development (e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g., communication and stress management). As applicable, parenting education emphasis shall be placed on the prevention of recurrence of child abuse and/or shall address attachment, bonding, and traumatic loss issues. Education topics shall include, but not be limited to the following: address parent responsibilities, provide psychologically based behavior principles, stress importance of appropriate discipline and support, self-control, emotional regulation, attachment and bonding from birth throughout childhood. difficulties inherent throughout childhood, open and honest communication, praise and acknowledgement, disruptive cycles of inappropriate parenting and replacing them with healthy and supportive parenting. WYS will use the Love and Logic curriculum, an evidence-based program. Parenting Education services shall be provided in a family friendly, culturally responsive manner in English and Spanish as needed by PARTICIPANT.

5.10.3 WYS shall provide a minimum of one (1) six (6) Parenting Education series annually comprised of six (6) weekly classes sessions, each with ten (10) PARTICIPANTS per class session. Each session shall be a minimum of two (2) hours in duration. Parenting Education services shall be provided during the term of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday, during operating FRC hours or at dates and times convenient for PARTICIPANTS. WYS shall offer Parenting Education services at additional times based on PARTICIPANT availability.

5.10.4 WYS shall provide Parenting Education services at the FRC and/or at other community locations, to be approved in advance and in writing by ADMINISTRATOR.

5.10.4 WYS shall ensure completion of required paperwork when

providing parenting education to PARTICIPANTS receiving child welfare services, including, but not limited to, verification of attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY Social Workers. WYS shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved assessment tools.

5.10.5 WYS' Parenting Education services shall address the following PSSF service categories: FP and FS.

5.10.5 WYS shall provide qualified, bilingual Parenting Educator, staff as specified in Subparagraph 14.15 of this Exhibit.

5.11 Parenting Education TLFR:

5.10.6 WYS shall provide Parenting Education TLFR services to parents including caregivers of children ages birth to eighteen (0-18) years who are in the family reunification process. TLFR parents may include: those who are low-income; dealing with poverty issues, domestic violence, teen parent; those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.7).

5.10.7 WYS shall provide Parenting Education TLFR services for a minimum of ten (10) unduplicated PARTICIPANTS. Parenting Education TLFR services shall emphasize prevention of recurrence of maltreatment. Parenting Education TLFR topics shall include, but not be limited to the following: address parent responsibilities; provide psychologically based behavior principles; stress importance of appropriate discipline and support; self-control; emotional regulation; attachment and bonding from birth throughout childhood; difficulties inherent throughout childhood; open and honest communication; praise and acknowledgement; disruptive cycles of inappropriate parenting; healthy and supportive parenting; monitor attendance and participation; written report to County social workers; completion of pre-and-

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

- 5.10.8 WYS shall provide a minimum of one (1) Parenting Education TLFR series comprised of a minimum of four (4) weekly classes. Parenting Education TLFR services shall be offered during the term of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times convenient for PARTICIPANTS. WYS shall offer Parenting Education TLFR services at additional times based on PARTICIPANT availability.
- 5.10.9 WYS shall provide Parenting Education TLFR services at the FRC and/or at other community locations, to be approved in advance and in writing by ADMINISTRATOR.
- 5.10.10 WYS shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved assessment tools.
- 5.10.11 WYS' Parenting Education TLFR services shall address the following PSSF service categories: TLFR.
- 5.10.12 WYS shall provide qualified Parenting Educator staff as specified in Subparagraph 11.10 of this Exhibit.

5.11 Adoptive Parenting Education Workshop:

5.10.13 WYS shall provide Adoptive Parenting Education Workshop services to parents, adoptive parents including caregivers of children ages birth to eighteen (0-18) years who are at-risk of abuse or neglect. Parents may include: those who are low-income; dealing with poverty issues, domestic violence, teen parent; those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, traumatic loss; and/or those in the adoption process (hereinafter referred to

as "PARTICIPANTS" for purposes of Subparagraph 5.8).

5.10.14 WYS shall provide Adoptive Parenting Education Workshop services for a minimum of ten (10) unduplicated PARTICIPANTS. Adoptive Parenting Education Workshop services shall address attachment, bonding, and traumatic loss issues. Adoptive Parenting Education Workshop topics shall include, but not be limited to: address parent responsibilities; provide psychologically based behavior principles; stress importance of appropriate discipline and support; self-control; emotional regulation; attachment and bonding from birth throughout childhood; difficulties inherent throughout childhood; open and honest communication; praise and acknowledgement; disruptive cycles of inappropriate parenting; healthy and supportive parenting. Adoptive Parenting Education Workshop services shall be provided in a family friendly, culturally responsive manner in English and Spanish as needed by PARTICIPANT.

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

- 5.10.16 WYS shall provide Adoptive Parenting Education Workshop services at the FRC and/or at other community locations, to be approved in advance and in writing by ADMINISTRATOR.
- 5.10.17 WYS shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved assessment tools.
- 5.10.18 WYS' Adoptive Parenting Education Workshop services shall address the following PSSF service categories: APS.
 - 5.10.19 WYS shall provide qualified Parenting Educator staff as

specified in Subparagraph 11.10 of this Exhibit.

- 5.11 <u>Personal Empowerment Program (Certified Domestic Violence Prevention and Treatment Education Program) General and Time-Limited Family Reunification Participants (IH):</u>
- 5.11.1 The objectives of Personal Empowerment Program (PEP) are as follows:
- 5.11.1.1 Increase victim's awareness of the threat of domestic violence and its short/long term effects.
- 5.11.1.2 Develop or enhance safety plan for domestic violence victims.
- 5.11.1.3 Increase victim's understanding of the effects domestic violence has on children.
- 5.11.1.4 Increase victim's awareness on the various types of abuse.
- 5.11.1.5 Promote safety and permanency in homes and communities through prevention efforts aimed at child abuse and domestic violence.
- 5.11.2 Interval House (IH) shall provide Personal Empowerment Program services to parents and/or caregivers of children ages birth to eighteen (0-18) years who are at-risk of abuse or neglect. Individuals may include: those who are low-income; dealing with poverty issues, child abuse, domestic violence; individuals in the COUNTY adoption process; or those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.9).
- 5.11.2 IH shall provide Personal Empowerment Program PEP services for a minimum of twenty-seven (27) forty (40) unduplicated PARTICIPANTS annually. Personal Empowerment Program series PEP services shall

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

5.11.3 IH shall provide Personal Empowerment Program PEP groups continuously throughout the term of this Agreement. Each Personal Empowerment Program PEP group shall be a minimum of two (2) hours in duration. IH shall provide Personal Empowerment Program PEP services during FRC operating hours from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times convenient for PARTICIPANTS. IH shall offer Personal Empowerment Program services at additional times based on PARTICIPANT availability.

5.11.4 IH shall provide Personal Empowerment Program services at the FRC and/or at other community locations, to be approved in advance and in writing by ADMINISTRATOR.

5.11.4 When providing PEP services to COUNTY's TLFR population, IH shall also be required to include, but not be limited to, verification of attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY Social Workers. IH shall measure progress by ensuring PARTICIPANTS complete FaCT measurement tools.

5.11.5 IH's Personal Empowerment Program services shall address the following PSSF service categories: FP and FS.

5.11.5 IH shall provide qualified Personal Empowerment Program PEP Instructor staff as specified in Subparagraph 14.16 of this Exhibit. During the entire term of this Agreement, PEP providers must be approved by the PEP Program Collaborative of Orange County.

5.12 PEP TLFR:

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

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

5.11.8 IH shall provide Personal Empowerment Program TLFR groups continuously throughout the term of this Agreement. Each group shall be a minimum of two (2) hours in duration. IH shall provide Personal Empowerment Program TLFR services from 8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times convenient for PARTICIPANTS. PEP TLFR services shall be offered at additional times based on PARTICIPANT availability.

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

5.11.10 IH shall measure progress by ensuring PARTICIPANTS complete FaCT measurement tools.

5.11.11 IH's Personal Empowerment Program TLFR services shall address the following PSSF service categories: TLFR.

5.11.12 IH shall provide qualified Personal Empowerment Program Instructor staff as specified in Subparagraph 11.4 of this Exhibit.

5.12 Kids Night Out:

5.11.13 Stanton shall provide Kids Night Out events to children ages six to fourteen (6-14) years who are at-risk of abuse or neglect, and/or their parents, adoptive parents (and their children), foster parents (and their children), non-relative extended family members, and/or relative caregivers (and their children) (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.12).

5.11.14 Stanton shall provide Kids Night Out events for a minimum of one hundred (100) unduplicated PARTICIPANTS. Kids Night Out events shall include, but not be limited to the following: provide parents with "kid free" time for rest and recreation while their children attend an event; engage children in fun; recreational activities; games; movies; crafts; and dinner. Kids Night Out services shall be provided in a family friendly, culturally

responsive manner in English and Spanish as needed by PARTICIPANT.

- 5.11.15 Stanton shall provide a minimum of four (4) Kids Night Out events during the term of this Agreement. Kids Night Out services shall be offered evenings, weekends, and/or other dates and times convenient for PARTICIPANTS, based on PARTICIPANT availability.
- 5.11.16 Stanton shall provide Kids Night Out events services at FRC locations.
- 5.11.17 Stanton shall measure progress by completing FaCT measurement tools.
- 5.11.18 Stanton's Kids Night Out services shall address the following PSSF service categories: FP, FS, TLFR, and APS.
- 5.11.19 Stanton shall provide qualified FRC Coordinator staff as specified in Subparagraph 11.1 of this Exhibit.

5.12 Family Fridays:

- 5.11.20 Stanton shall provide Family Fridays events to children ages birth to eighteen (0-18) years who are at-risk of abuse or neglect, and/or their parents, adoptive parents (and their children), foster parents (and their children), non-relative extended family members, and relative caregivers (and their children) (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.13).
- 5.11.21 Stanton shall provide Family Fridays events for a minimum of three hundred (300) unduplicated PARTICIPANTS. Family Fridays events shall include, but not be limited to the following: live music; arts; crafts; game booths; contests; prizes; food; provide parents with a night off from their routine; foster positive fun; and family interactions. Family Fridays services shall be provided in a family friendly, culturally responsive manner in English and Spanish as needed by PARTICIPANT.
 - 5.11.22 Stanton shall provide a minimum of three (3) Family

Fridays events during the term of this Agreement. Family Fridays services shall be offered, evenings, weekends, and/or other dates and times convenient for PARTICIPANTS, based on PARTICIPANT availability.

- 5.11.23 Stanton shall provide Family Fridays services at FRC locations.
- 5.11.24 Stanton shall measure progress by completing FaCT measurement tools.
- 5.11.25 Stanton's Family Fridays services shall address the following PSSF service categories: FP, FS, TLFR, and APS.
- 5.11.26 Stanton shall provide qualified FRC Coordinator staff as specified in Subparagraph 11.1 of this Exhibit.

5.12 Homework Help:

- 5.11.27 Boys and Girls Club of Stanton (B&GCS) shall provide Homework Help services to children ages six to eighteen (6-18) years who are at-risk of abuse or neglect including those who are low-income (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.14).
- 5.11.28 B&GCS shall provide Homework Help services to a minimum of seventy-five (75) unduplicated PARTICIPANTS. Homework Help services shall include, but not be limited to the following: assistance in all school based curriculum subjects; provide educational support to achieve school success; set goals for higher education; homework assistance; reading club; writing club; reading encouragement; completing assignments; and summer tutorial program. Homework Help services shall be provided in a family friendly, culturally responsive manner in English, Spanish, and Vietnamese as needed by PARTICIPANT.
- 5.11.29 B&GCS shall provide Homework Help services Monday through Friday from 1:00 to 6:30 p.m., continuously throughout the term of this Agreement.

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- 5.11.30 B&GCS shall provide Homework Help services at FRC and/or B&GCS locations.
- 5.11.31 <u>B&GCS shall measure progress by completing FaCT</u> measurement tools.
- 5.11.32 B&GCS's Homework Help services shall address the following PSSF service categories: FP, FS, TLFR, and APS.
- 5.11.33 <u>B&GCS shall provide qualified Education Director staff as specified in Subparagraph 11.3 of this Exhibit.</u>

5.12 Healthy Girls Program:

- 5.11.34 B&GCS shall provide Healthy Girls Program services to girls ages nine to eighteen (9-18) years who are at risk of abuse or neglect including those who are low-income (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.15).
- 5.11.35 B&GCS shall provide Healthy Girls Program services for a minimum of thirty (30) unduplicated PARTICIPANTS. Healthy Girls Program services shall include, but not be limited to the following: address issues of healthy lifestyle behaviors including, but not limited to; discussion; exercise; attitude; nutrition; taking care of body, strengthen decision making skills; analyze media; peer influence; and provide incentives for completing the program. Healthy Girls Program services shall be provided in a family friendly, culturally responsive manner in English and Spanish as needed by PARTICIPANT.
- 5.11.36 B&GCS shall provide a minimum of ten (10) weekly Healthy Girls Program services sessions, one (1) hour in duration each, Monday through Friday from 1:00 to 6:30 p.m., during the term of this Agreement.
- 5.11.37 B&GCS shall provide Healthy Girls Program services at FRC and/or B&GCS locations.
 - 5.11.38 B&GCS shall measure progress by completing FaCT

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measurement tools.

- 5.11.39 B&GCS's Healthy Girls Program services shall address the following PSSF service categories: FP, FS.
- 5.11.40 B&GCS shall provide qualified Education Director staff as specified in Subparagraph 11.3 of this Exhibit.

5.12 SMART Moves:

- 5.11.41 B&GCS shall provide Skills. Mastery, and Resistance Training (SMART) Moves services for to children ages six to twelve (6-12) years who are at risk of abuse or neglect including those who are low-income (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.16).
- 5.11.42 B&GCS shall provide SMART Moves services for a minimum of forty-five (45) unduplicated PARTICIPANTS. SMART Moves services shall include, but not be limited to the following: provide skills; mastery; resistance training; address issues of drug and alcohol use; discussion; role play; practice resistance and refusal skills; assertiveness development; strengthen decision making skills; analyze media; peer influence; and incentives for completing the program. SMART Moves services shall be provided in a family friendly, culturally responsive manner in English and Spanish as needed by PARTICIPANT.
- 5.11.43 B&GCS shall provide a minimum of one (1) SMART Moves series, consisting of seventeen (17) weekly sessions, one (1) hour in duration each, Monday through Friday from 1:00 to 6:30 p.m., during the term of this Agreement.
- 5.11.44 B&GCS shall provide SMART Moves services at FRC and/or B&GCS locations.
- 5.11.45 B&GCS shall measure progress by completing FaCT measurement tools.
 - 5.11.46 B&GCS's SMART Moves services shall address the following

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PSSF service categories: FP. FS.

5.11.47 B&GCS shall provide qualified Education Director staff as specified in Subparagraph 11.3 of this Exhibit.

5.12 Tutoring:

- 5.11.48 B&GCS shall provide Tutoring services to children ages six to eighteen (6-18) years who are at-risk of abuse or neglect including those who are low-income (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.18).
- 5.11.49 B&GCS shall provide Tutoring services for a minimum of twenty-five (25) unduplicated PARTICIPANTS. Tutoring services shall include. but not be limited to assistance in math and reading. Tutoring services shall be provided in a family friendly, culturally responsive manner in English, Spanish, and Vietnamese as needed by PARTICIPANT.
- 5.11.50 B&GCS shall provide Tutoring services Monday through Friday from 1:00 to 6:30 p.m., during the school year (i.e., September through June).
- 5.11.51 B&GCS shall provide Tutoring services at FRC and/or B&GCS locations.
- 5.11.52 B&GCS shall measure progress by completing FaCT measurement tools
- 5.11.53 B&GCS's Tutoring services shall address the following PSSF service categories: FP, FS, TLFR, and APS.
- 5.11.54 B&GCS shall provide qualified Education Director staff as specified in Subparagraph 11.3 of this Exhibit.

5.12 Summer Learning Program:

5.11.55 B&GCS shall provide Summer Learning Program services to children ages six to eighteen (6-18) years who are at-risk of abuse or neglect including those who are low-income (hereinafter referred to as "PARTICIPANTS"

for purposes of Subparagraph 5.19).

- 5.11.56 B&GCS shall provide Summer Learning Program services for a minimum of fifty (50) unduplicated PARTICIPANTS. Summer Learning Program services shall include, but not be limited to the following: math, reading and science enrichment curriculum; provide educational support to achieve school success; completing assignments; designed to keep PARTICIPANTS on track for the upcoming school year. Summer Learning Program services shall be provided in a family friendly, culturally responsive manner in English, Spanish, and Vietnamese as needed by PARTICIPANT.
- 5.11.57 B&GCS shall provide Summer Learning Program services Monday through Friday from 1:00 to 6:30 p.m., during the school summer break (i.e., June through September).
- $5.11.58 \quad {\tt B\&GCS~shall~provide~Summer~Learning~Program~services~at} \\ {\tt FRC~and/or~B\&GCS~locations.}$
- B&GCS shall measure progress by completing FaCT measurement tools.
- 5.11.59 B&GCS's Summer Learning Program services shall address the following PSSF service categories: FP, FS, TLFR, and APS.
- 5.11.60 B&GCS shall provide qualified Education Director staff as specified in Subparagraph 11.3 of this Exhibit.
 - 5.12 <u>Time-Limited Family Reunification Family Fun Activities (STN)</u>:
- 5.12.1 The objectives of Time-Limited Family Reunification (TLFR) Family Fun Activities are as follows:
 - 5.12.1.1 Increase parent-child bonding.
- 5.12.1.2 Provide a safe and enriching, interactive environment for TLFR families.
- 5.12.2 STN shall provide in-kind TLFR Family Fun Activities services to PARTICIPANTS. In addition to PARTICIPANTS referenced in Paragraph 1, TLFR Family Fun Activities may also include: children that are removed from

their home and placed in a foster family home or a childcare institution and parents or primary caregiver of such a child, in order to facilitate the reunification of the child, safely and appropriately.

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

5.12.4 STN shall provide a minimum of four (4) in-kind TLFR Family Fun Activities (events) annually; topics may include, but are not limited to the following: Cinco de Mayo, Easter Egg Hunt, Kids Night Out, Halloween Fun with Family and Friends, and Santa's Siren.

- 5.12.5 STN's TLFR Family Fun Activities services shall address only the following PSSF category: TLFR.
- 5.12.6 STN, on an in-kind basis, shall provide qualified TLFR Family Fun Activities Leader staff through its Community Services Department as referenced in Subparagraph 14.20 of this Exhibit.

6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

- 6.1 In addition to providing the services described in Paragraph 2.3 of this Exhibit A, CONTRACTOR agrees to:
- 6.1.1 Provide ADMINISTRATOR a bi-annual detailed marketing plan for each contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

- 6.1.2 Actively engage the community including local residents, faith-based groups, businesses, public and private organizations, civic groups, and others in the planning and implementation of services that promote the well-being, safety, and permanency of children, families and communities.
- 6.1.3 Demonstrate the ability, now and in the future, to integrate multiple public, private, and collaborative partner funding sources.
- 6.1.3 <u>CONTRACTOR shall</u> Develop and maintain a Governance Structure document outlining resource sharing, accountability, decision-making strategies, and a conflict resolution plan. The Governance Structure shall include, but not be limited to, the addition and/or deletion of any Contractor Partner Agencies, change of designated lead agent, ongoing community input and involvement, principles of collaboration, and voting quorum (including what constitutes a quorum).
- 6.1.4 CONTRACTOR's FRC Coordinator shall participate in meetings, to be held not more than once per month, of all FaCT FRC Program Coordinators for the purpose of information sharing, joint problem solving, identification of Best Practices, development of common approaches to case management and intake, training, and other related matters. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding meeting date(s) and location(s).
- 6.1.4 CONTRACTOR shall Develop a Community Engagement Advisory Committee (CEAC) that shall meet a minimum of quarterly during the term of this Agreement. CEAC shall develop and advance a community agenda to affect community level change. The FRC will maintain a roster and a copy of minutes for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary, depending on the specific goals of, and the services to be provided by the FRC. The CEAC shall consist of community members such as parents, youths, teachers, school community liaisons, businesses professionals, religious

community leaders, law enforcement, human and health service professionals, and city representatives. On an annual basis, CEAC shall assess, survey, and identify community strengths and needs to advocate for FRC services to meet community need on an annual basis; develop parent and youth leadership; and engage business community to provide tangible support and leadership. The FRC shall provide staff and volunteer coordination to develop and support CEAC. CEAC shall enlist broad community support and advocacy for the FRC by fundraising for the FRC and hosting events. A minimum of one thousand dollars (\$1,000) shall be allocated to the CEAC within the FRC budget for the purposes of its members to use for planning events, and other activities as deemed necessary by the CEAC committee. FC shall provide a qualified Community Engagement Volunteer Coordinator staff as specified in Subparagraph 14.5 of this Exhibit.

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

- 6.1.5 <u>CONTRACTOR shall</u> Follow procedures provided by ADMINISTRATOR's <u>established</u> for reporting any special incidents that occur during CONTRACTOR's performance of duties under this Agreement, involving CONTRACTOR's staff, participants, and/or property.
- 6.2 STN shall provide a minimum of four hundred eighteen (418) hours annually to childcare services at the FRC to children of parents attending FRC programs during FRC operating hours, continuously throughout the term of this Agreement or at dates and times convenient for PARTICIPANTS. Allowable costs include direct childcare services and purchases of cleaning supplies, snacks

directly related to childcare services, activities, age appropriate toys, crafts, and games. Childcare services shall be reimbursed based on actual hours worked. STN shall provide qualified Childcare Worker staff as specified in Subparagraph 14.3 of this Exhibit.

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

7. <u>FACILITIES</u>

7.1 Stanton Family Resource Center is located at:

11822 Santa Paula Street

Stanton, CA 90680-3529

7.2 Administrative services under this Agreement shall be provided at Stanton Family Resource Center and:

City of Stanton

7800 Katella Avenue

Stanton. CA 90680-3123

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

- 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS
 - 8.1 CONTRACTOR shall electronically track the type and amount of

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

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

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

and

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

- 8.4 FRC direct services staff (e.g., Information and Resource Specialist, Family Support Specialist, etc.) shall be responsible for entering client service and outcome data for FaCT funded and a minimum of two (2) required non-FaCT funded services into the FaCT data system. These include, but are not limited to, the following:
- 8.4.1 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 CMT	FRC CMT Tracking & Outcomes Log
Information & Referral Services	Information & Referral Tracking Log
Family Support Services	Family Development Matrix
Counseling Services	Protective Factors Counseling Survey
Parenting Education	Protective Factors Parenting Survey
Personal Empowerment Program	PEP Pre/Post Test
Out-of-School-Time Youth Program	To be determined (TBD)
TLFR Family Fun Activities	TBD
Foster & Adoptive Parent Recruitment	Large Group Tracking Log

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

- 8.7 FRCs can administer COUNTY-approved measurement tools (e.g., tracking logs, pre/post-tests, satisfaction surveys, etc.) to collect data on other services. ADMINISTRATOR shall provide CONTRACTOR a minimum of ten (10) business day notice in the event a measurement tool is changed.
- 8.8 The COUNTY measurement tools, referenced in Subparagraph 8.5, are subject to change based on program and evaluation needs as defined by ADMINISTRATOR.

9. REPORTS

CONTRACTOR shall prepare and submit written reports regarding each participant to in a format approved in writing by ADMINISTRATOR. Written reports include the Quarterly Assessment Report and the Monthly Service Grid. FaCT Program Coordinator including, but not limited to, the following information:

- 9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the twentieth (20^{th}) day of each month for the preceding month of services. In the event the twentieth (20^{th}) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph 3.2 of this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day.
 - 9.2 Family identifier;
 - 9.3 Family member identifier;
 - 9.4 Ethnicity;
 - 9.5 Date of birth;
 - 9.6 Sex;
 - 9.7 Referral reason(s):

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- 9.8 Services recommended:
- 9.9 Services provided:
- 9.10 Date services delivery begins;
- 9.11 Date service delivery ends;
- 9.12 Status indicators (e.g., previous abuse reports, existing health problems, etc.);
 - 9.13 Primary language spoken;
- 9.14 <u>PSSF</u> service outcomes as identified in <u>Paragraph 2 of this</u> Exhibit; and,
- 9.15 <u>PSSF</u> service category as identified in Paragraph 2 of this <u>Exhibit</u>.
- 9.16 Reports shall be prepared in a format approved in writing by ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and Social Services Agency (SSA) Contract Administrator by the twentieth (20th) day of each month for the preceding month of services.
- 9.17 CONTRACTOR shall complete registration forms and attendance sheets for every service delivered to participant(s) unless specifically exempted by ADMINISTRATOR.
- 9.18 CONTRACTOR shall complete the FaCT standardized Marketing Outreach Log and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days following the end of each quarter.
- 9.19 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any state-required reports related to the services provided under this Agreement.

10. UTILIZATION REVIEW

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

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

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

11. SUSTAINABILITY

- 11.1 CONTRACTOR agrees to demonstrate, now and in the future throughout the term of this Agreement, the ability to integrate multiple public, private, and collaborative partner funding sources.
- 11.2 CONTRACTOR must provide measureable goals that demonstrate resource leveraging and in-kind partnerships and/or grants based on service gaps and identified needs, specific to the community.
- 11.3 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order to pursue long-term sustainability of CONTRACTOR's FaCT collaborative programs. This includes, but is not limited to, participation in the following:
- 11.3.1 Assessment of long-term need for and reasonableness of FaCT collaborative programs;
 - 11.3.2 Training programs developed by or for FaCT;
- 11.3.3 Outreach activities initiated by FaCT staff or FaCT committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;
- 11.3.4 Research of other public/private funding sources and opportunities;
- 11.3.5 Pursuit of linkages with other partners, as appropriate; and.
 - 11.3.6 Development of marketing and community education

materials as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

- 11.4 CONTRACTOR agrees to cooperate in these efforts, as well as independently pursue opportunities to improve sustainability of their collaborative program. Independent activities may include activities identified above as well as grant writing, and engaging in collaborative agreements with other integrated service initiatives.
- 11.5 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain CONTRACTOR's FaCT collaborative program by including written progress reports in FaCT measurement tools reports.

12. MEETINGS AND TRAININGS:

- 12.1 CONTRACTOR shall ensure the FRC Coordinator participates in meetings of all FaCT FRC Coordinators for the purpose of information sharing, joint problem solving, identification of Best Practices, development of common approaches to case management and intake, training, and other related matters. Meetings will occur a minimum of one per month. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding meeting date(s) and location(s).
- 12.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates in all required trainings and/or meetings as identified by ADMINISTRATOR. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding training/meeting date(s) and location(s).
- 12.3 Trainings eligible for reimbursement through this Agreement must be approved in advance, in writing, by ADMINISTRATOR.
- 12.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings presented or sponsored by COUNTY.

13. <u>BUDGET</u>

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

services provided pursuant to Exhibit A of this Agreement shall not exceed \$300.000.

- 13.2 The ADMINISTRATOR and CONTRACTOR may agree, subject to advance written notice, to add, delete, modify, line item and/or amounts, and/or the number and type of FTE positions, specified in the annual budget included in Subparagraph 13.11, without reducing the level of services to be provided or exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this Agreement.
- 13.3 For the purpose of meeting specific program needs, CONTRACTOR may request to reallocate funds between budgeted line items by utilizing a Budget Modification Request form provided by ADMINISTRATOR, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance written approval from ADMINISTRATOR for any Budget Modification Request prior to implementation. Failure to obtain advance written notice approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.
- 13.4 In the event the budget shown in Subparagraph 13.11 is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on March 15, 2016, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget beginning on July $1^{\rm st}$ of each fiscal year shall be identical to the most recently modified annual budget. Under no circumstances shall funds unspent in one fiscal year carry over to another fiscal year.
 - 13.5 It is anticipated multiple budget modifications will occur during

the term of this Agreement. When appropriate, CONTRACTOR will delay submitting a Budget Modification Request until multiple changes can be incorporated into a single Budget Modification Request versus submitting several Budget Modification Requests that include a single line item change.

- 13.6 For purposes of this Agreement, Direct Services Expense is defined as a non-administrative expense required to provide goods or services for the direct benefit of PARTICIPANTS. Examples include, but are not limited to: parent education handbooks, chore charts, art materials, water and snacks for PARTICIPANT consumption, incentives for clients to attend events, etc.
- 13.7 For purposes of this Agreement, Program Expense is defined as an administrative expense required for overall service delivery rather than an expense benefitting an individual PARTICIPANT. Examples include, but are not limited to: marketing materials, display boards, educational DVDs and video equipment to broadcast, parent education curriculums, educational books/reference material to be used by CONTRACTOR's staff, furniture, volunteer staff recognition events, etc.
- 13.8 Budget Modification Requests will be considered for approval when such requests are to reallocate funds within a similar category such as reallocating unused funds from a direct service salary position to a new direct participant service (i.e., Life Skills Workshop) or reallocating unused Office Supply funds to increase an Insurance line item. Funds may not shift from a direct service line item to an administrative line item.
- 13.8.1 Consideration for an exception to the provision described in Subparagraph 13.7 will be considered on a case-by-case basis and shall be approved at the sole discretion of COUNTY.
- 13.9 In the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this

Exhibit.

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

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

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

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

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

LINE ITEMS		<u>Hourly</u>	
CALADIC	FTE ⁽¹⁾	Maximum Rate ⁽²⁾	Dudaat
SALARIES City of Stanton (STN) (6 and 8)	LIE	Kale '	<u>Budget</u>
FRC Coordinator (Admin.)	1.00	\$29.00	\$ 52,728
Childcare Worker (Service 6.2)	0.21	15.00	5,009
Information and Referral Specialist (Se	rvice 5.6) 1.00	20.00	33,946
Out-of-School-Time Youth Leader (Service	e 5.9) 0.50	15.00	20,000
SUBTOTAL STN SALARIES:			\$111,683
STN Benefits (29%) (3 and 5)			31,197
SUBTOTAL STN SALARIES AND BENEFITS	:		\$142,880
Camp Fire Orange County (CFOC) (6)	0.05	+0= 00	
Executive Director (Admin.)	0.05	\$25.00	ŕ
Site Coordinator (Service 5.9)	0.25	16.00	8,320
SUBTOTAL CFOC SALARIES:			\$ 10,920
CFOC Benefits (18%) (3 and 5)			1,966
SUBTOTAL CFOC SALARIES AND BENEFITS	S:		\$ 12,886
Friendly Center, Inc. (FC) (6)			
Community Engagement Volunteer Coordinate	tor (Service		
6.1.4)	0.50	\$13.00	\$ 12,480
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Family Service Assistant (Services 5.7 and 5.8) Family Support Specialist (Service 5.3) Site Coordinator (Admin.) SUBTOTAL FC SALARIES: FC Benefits (14%) (3 and 5) SUBTOTAL FC SALARIES AND BENEFITS: Interval House (IH) (6)	0.25 1.00 0.25	15.00	
Personal Empowerment Program Instructor (Service 5.11) SUBTOTAL IH SALARIES: IH Benefits (22%) (3 and 5) SUBTOTAL IH SALARIES AND BENEFITS: Western Youth Services (WYS) (6)	0.225	\$22.75	\$ <u>10,296</u> \$ 10,296 <u>2,161</u> \$ 12,457
Clinical Supervisor (Service 5.1) Counselor (Service 5.2) FRC CMT Clinical Supervisor (Service 5.5) Parenting Educator (Service 5.10) Program Director (Admin.) SUBTOTAL WYS SALARIES: WYS Benefits (21%) (3 and 5) SUBTOTAL WYS SALARIES AND BENEFITS: SUBTOTAL ALL SALARIES AND BENEFITS: PARTICIPANT RELATED SERVICES AND EXPENSES STN Direct Service Expense STN Emergency Assistance Fund (Service 6.3) STN Participant Services/Childcare Expense CFOC Direct Service Expense FC CEAC (Service 6.1.6) FC Direct Service Expense IH Direct Service Expense WYS Direct Service Expense SUBTOTAL PARTICIPANT RELATED SERVICES AND EXP ADMINISTRATIVE SERVICES AND SUPPLIES (6)	0.10 0.0375 0.0125	26.44	27,497 7,248
SERVICES: FC Independent Audit WYS Independent Audit			\$ 200 180
SUPPLIES: CFOC Office Supplies CFOC Postage CFOC Printing/Marketing Materials CFOC Program Expenses FC Office Supplies			45 25 175 150 1,371

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FC Postage 200 FC Program Expense - Food Pick-Up/Delivery 2,700 WYS Offices Supplies 75 WYS Program Expense 75 SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES: \$ 5.196 OPERATING EXPENSES (6) CFOC Staff Training \$100 CFOC Telephone Expense 120 FC Insurance 1,000 WYS Insurance 225 WYS Mileage (7) 300 WYS Staff Training 150

INDIRECT COSTS (6)

SUBTOTAL OPERATING EXPENSES:

WYS Indirect Cost \$ 4,350 SUBTOTAL INDIRECT COSTS: \$ 4.350

SUBTOTAL ALL SALARIES, BENEFITS, PARTICIPANT RELATED SERVICES AND EXPENSES, ADMINISTRATIVE SERVICES AND SUPPLIES, OPERATING

EXPENSES, AND INDIRECT COSTS: \$300,000

MAXIMUM COUNTY OBLIGATION \$300,000

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

- (2) Maximum hourly rate permitted during the term of this Agreement; employees may be paid at less than maximum rate.
- ⁽³⁾ Medical, long-term disability, retirement, pension, employee assistance, FICA, SUI, Workers' Compensation and vacation accrual Employee Benefits may include contributions to 401k or retirement plans; health insurance; dental insurance; life, vision insurance; long-term/short-term disability insurance; life and disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, and vacation/sick

Attachment GG

\$ 1.895

time accrual as specified in footnotes four (4) and/or five (5) below. STN's overall benefit rate shall not exceed twenty-nine percent (29%) of actual salary expense claimed. CFOC's overall benefit rate shall not exceed eighteen percent (18%) of actual salary expense claimed. FC's overall benefit rate shall not exceed fourteen percent (14%) of actual salary expense claimed. IH's overall benefit rate shall not exceed twenty-two percent (22%) of actual salary expense claimed. WYS' overall benefit rate shall not exceed twenty-one percent (21%) of actual salary expense claimed.

- Option One: The Salary and Benefit Worksheet submitted as part of the monthly invoice packet will include an amount contributed to Contractor's liability account established specifically for the purpose of funding vacation/sick time accrual payouts. Actual vacation/sick time expenses will be paid from the aforementioned liability account and will not be claimed through the Agreement.
- Option Two: 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 as part of Contractor's monthly invoice packet. The expense shall be limited to the amount of vacation/sick time earned by the employee during the County fiscal year in which the claim is made, minus any vacation/sick time the employee used during the same fiscal year. For example, if an employee separates on February 15, 2016, the vacation/sick time accrual amount eligible for reimbursement through the Agreement shall be based upon the period of July 1, 2015 through February 15, 2016 only.
- Administrative costs are defined as those costs not solely related to direct services to clients, supervision, and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs.

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

(8) STN shall provide in-kind Foster and Adoptive Parent Recruitment and TLFR Family Fun Activities Services and Foster and Adoptive Parent Recruiter and TLFR Family Fun Activities Leader staff at no cost to COUNTY through its Community Services Department.

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⁽⁸⁾ WYS' include professional dues, subscriptions, business license fees, utilities, copy lease, recruitment, training, IT maintenance, office supplies, and allocated administrative overhead expenses.

(76) parenting education hours throughout the term of this Agreement. Monthly reimbursement is based on actual hours worked

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 20.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually

agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

14. STAFF

14.1 Recruitment Practices:

- 14.1.1 CONTRACTOR shall use a formal recruitment plan, which complies with Federal and State employment and labor regulations. CONTRACTOR shall hire staff with the education, language skills, and experience necessary to appropriately perform all functions as described in this Agreement.
- 14.1.2 The number of direct service bilingual staff shall meet the needs of the community to be served.
- 14.1.3 CONTRACTOR may be required to submit employer's bilingual certification criteria and/or test results.
- 14.2 CONTRACTOR shall specify the FTE percentage for each service for staff that provides more than one service. The combined FTE for any individual staff may not exceed a 1.0 maximum.

CONTRACTOR shall provide the following described staff positions:

Stanton shall provide the following described staff positions:

14.3 <u>Childcare Worker (STN)</u>:

14.3.1 <u>Duties</u>: Provide childcare activities at the FRC to children of PARTICIPANTS attending FRC services, observe and monitor children's play activities, record daily observations and information about activities, meals provided, medications administered, provide general health and hygiene instruction such as eating, resting, and toilet habits, read to children, teach arts and crafts (e.g., painting, drawing, handicraft, and songs), organize and participate in recreational activities and games, assist in preparing food for children, serve meals and refreshments to children, regulate rest periods, communicate with FRC Coordinator and agency supervisor, attend all required meetings and trainings, and complete required documents.

14.3.2 <u>Qualifications</u>: High school diploma or equivalent and one (1) year of childcare experience, including working with infants. Experience working with school age children in an academic or recreational setting is preferred. Possess the ability to deal with stressful situations, be creative and energetic, knowledge and understanding of services provided at the FRC, and the ability to relate well to individuals from diverse backgrounds, cultures, varied incomes, and education levels. Proficiency in English is required, and bilingual, based on community language need, is preferred.

14.4 Clinical Supervisor (WYS):

- applicable, clinical supervision for counseling services, case consultation to FRC staff as needed, monitor cases, be available for crisis and clinical consultation as needed, review documents for clinical content, verify the laws of confidentiality, and ensure that child and elder/dependent adult abuse reporting are followed-up on every case consult. Ensure accuracy of paperwork and data entered into the FaCT-approved database and attend all required meetings and trainings.
- 14.4.2 <u>Qualifications:</u> Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist and a minimum of two (2) years of clinical supervision experience. Proficiency in English is required.

14.5 Community Engagement Volunteer Coordinator (FC):

14.5.1 <u>Duties</u>: Assist in advocacy for the expansion of the FRC CEAC, programs, and activities focusing on issues that affects the health, well-being, and public safety of residents in the FRC community. Oversee community organizing, volunteer recruitment and training, problem solving, and developing and implementing an outreach plan. Support the efforts of local

programs to explore donation and service opportunities for the FRC, develop and promote FRC volunteer project activities, develop and maintain regular contact with community organizations, coordinate and communicate with FRC Coordinator, attend all required meetings and trainings, administer FaCT-approved measurement tools, and enter results into the FaCT database.

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

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

14.6 Bilingual Counselor (WYS):

planning, termination, and documentation individual, family, group, and crisis counseling services for children, parents, and/or caregivers who are experiencing a crisis due to interpersonal conflicts, family crisis, difficult parenting issues, challenging child needs, and/or traumatic loss; provide

emotional support; stabilize immediate crisis; develop goals for the family; maintain records; prepare reports; collect and input data into FaCT database; and attend all required meetings and trainings Administer FaCT-approved pre/post measurement tools and enter results into the FaCT-approved database.

14.6.2 <u>Qualifications</u>: Licensed clinician, license eligible clinician from an accredited university, or a qualified professional including student trainee and interns enrolled in an accredited graduate program under clinical supervision. Associate Clinical Social Worker (ACSW), Marriage and Family Therapist (MFT) Intern, or Masters in Social Work (MSW) Intern enrolled in an accredited graduate program under clinical supervision. Proficiency in English and bilingual, in English/Spanish or English/Vietnamese and based on community language need, is required.

14.7 Executive Director (CFOC):

- 14.7.1 <u>Duties</u>: Responsible for providing the following: oversight of CFOC's FaCT funded services, program, and operations; evaluation and fiscal management; supervision of CFOC's Site Coordinator.
- 14.7.2 <u>Qualifications</u>: Bachelor's degree from an accredited university and a minimum of five (5) years of experience leading youth development organization(s) and planning and fund development. Possess a collaborative and team-oriented approach to programming, excellent written and verbal communication skills, strong organizational skills, and the ability to manage multiple tasks. Proficiency in English is required.

14.8 Family Service Assistant (FC):

14.8.1 <u>Duties</u>: Responsible for overseeing FC programs at the FRC; training and supervising volunteers; monitoring, administering, compiling, and recording data on number of participants served and products received into FaCT approved database; assessing food needs in the community and linking families to food programs; compiling reports to collaborate food

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partnerships; and communicating food needs to the FRC Coordinator.

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

14.9 Family Advocate/Individual Case Manager Support Specialist (FC):

Responsible for assessing needs and assisting 14.9.1 Duties: families in crisis to access resources to meet those needs, including court ordered families to facilitate family reunification; case planning; compiling and maintain records; preparing reports; attending and participating in Comprehensive Case Management Team CMT meetings; completing FaCT approved assessment tools; collect and input data entry into FaCT-approved database; coordinate information for PARTICIPANT referrals: follow up on progress of families; help alleviate barriers to accessing services; link families to resources, services, and opportunities; teach and empower families to access community resources; strengthen problem solving skills; provide assessment; follow up: documentation: and attending all required FaCT meetings and trainings.

14.9.2 Qualifications Option One (1): Bachelor's degree in human services or related field from an accredited university; knowledge of the child welfare system; and one (1) two (2) years of community experience working directly with families in crisis and the community is preferred. Possess the ability to relate well to individuals from diverse backgrounds, cultures, income, and education levels. A minimum of three (3) years of experience may substitute for the required Bachelor's degree and one (1) year of experience. Proficiency in English and bilingual, in English/Spanish or

English/Vietnamese based on community language need, is required.

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

14.10 Foster and Adoptive Parent Recruiter (STN):

14.10.1 <u>Duties</u>: Responsible for promoting at community events/workshops and other local community events, in collaboration with ADMINISTRATOR, the need for foster and adoptive resources for children in need of a permanent home.

14.10.2 <u>Qualifications</u>: High school diploma or equivalent, one (1) year of experience working directly with families in crisis and community, knowledge of local resources, excellent customer service skills, and computer competency. Proficiency in English and bilingual, based on community language need, is required.

14.11 <u>Comprehensive Case Management Team Facilitator/Program Coordinator</u>
FRC CMT Clinical Supervisor (WYS):

Comprehensive Case Management Team and/or staff members follow up on all mandated reporting requirements; check attendance of required Comprehensive Case Management Team; ensure confidentiality and/or release forms are signed and maintained; possess a thorough understanding of the laws of confidentiality, child, elder, and dependent adult abuse reporting; facilitate weekly Comprehensive Case Management Team cases including a thorough assessment of needs, treatment plan, follow up plan, and termination; document and maintain case management team records; collect and input data into the FaCT database; and attend all required meetings and trainings Facilitate case management team group process, ensure thorough assessment and linkages for

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families to resour	rces, and ensur	re team an	d/or staff m	embers fo	llow up on	all
mandated reportin	ng requirements	s. Respo	onsibilities	include,	but are	not
limited to:						
	14.11.1.1	Verify ar	nd track atte	endance o	f required	FRC
CMT members;						
	14.11.1.2	Ensure F	PARTICIPANT	confident	tiality/rel	ease
forms are signed b	y PARTICIPANT	and FRC CM	T members;			
	14.11.1.3	Review th	e laws of co	nfidentia [°]	lity and ch	ild,
elder/dependent ac	dult abuse repo	rting on a	n annual bas	is and ens	sure compli	ance
for each case pres	sented;					
	14.11.1.4	Ensure a	11 FRC CMT	cases c	onferenced	are
multiple needs cas	ses (i.e., not	just infor	mation and r	eferral);		
	14.11.1.5	Facilitat	e weekly re	view of N	FRC CMT ca	ses,
including a thorou	ıgh assessment	of needs,	treatment pl	an, and te	ermination;	
	14.11.1.6	Provide a	nd coordinate	e ongoing	cross-trai	ning
to FRC CMT on clir	nical training	needs;				
	14.11.1.7	Ensure fa	amilies are	invited t	to the FRC	CMT
meetings;						
	14.11.1.8	Maintain	a binder of	f weekly	case logs	and
registration forms	for each case					

14.11.1.9 Complete standardized FRC CMT assessment tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT database; and

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

14.11.2 <u>Qualifications</u>: <u>Licensed clinician or license-eligible</u> <u>clinician (registered with the Board of Behavioral Science [BBS] and assigned</u>

an intern number or an Associate Clinical Social Worker [ACSW] number) such as a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist. Bilingual in English/Spanish or English/Vietnamese and proficiency in English is required LCSW, MFT, or Licensed Clinical Psychologist. A minimum of one (1) year of group/meeting facilitation experience is preferred. Proficiency in English is required.

14.12 FRC Coordinator (STN):

14.12.1 <u>Duties</u>: Perform a variety of administrative functions; coordinate service providers; supervise FRC staff; oversee day-to-day FRC operations; compile statistical and financial data for various reports; facilitate community involvement in the CEAC; coordinate governance and policy procedure development; coordinate staff training opportunities; prepare and monitor program budget; perform outreach to community businesses and schools; market FRC services within the community; initiate outreach to new partners and service providers; respond to address public inquires on regarding FRC services, procedures, operations, and regulations; facilitate FRC Contractor Partner Agencies and staff meetings, and ensure completion of meeting minutes; complete all required documentation; attend all required FaCT meetings and trainings; and perform related duties as assigned.

Master's degree preferred) in social work, sociology, psychology, or related field from an accredited university; two (2) years of experience working with at-risk families and the community; knowledge of the child welfare system; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; supervisory experience in management; ability to work successfully in a collaborative environment; attention to detail; proficient written and verbal English skills—and computer competency. A minimum of four (4) years of experience working with at-risk families and

the community may substitute for the required Bachelor's degree and two years (2) of experience. Proficiency in English is required and bilingual, English/Spanish or English/Vietnamese is required based on community language need, is preferred.

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

14.13 <u>Community Resource Services</u> <u>Information and Referral Specialist</u> (STN):

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

14.13.2 <u>Qualifications</u>: High school diploma or equivalent GED, knowledge and understanding of services provided at the FRC; ability to relate well to individuals from diverse backgrounds, cultures, varied income levels, and educational levels one (1) year of experience working directly with

families in crisis and community, knowledge of local resources, excellent customer service skills, and computer competency (i.e., knowledge and ability to use computers and related technology). Proficiency in English and bilingual, in English/Spanish or English/Vietnamese based on community language need, is required.

B&GCS shall provide the following described staff position:

14.14 Education Director:

14.13.3 <u>Duties</u>: Work with youth and teens ages six through eighteen (6-18) years in all educational services; provide homework help; tutoring in all school curriculum subjects; teach B&GCS Programs; SMART Moves, and Healthy Girls to youth and teens; collect data for the FRC and B&GCS; and maintain required documentation and reports.

14.13.4 <u>Qualifications</u>: Bachelor's degree preferred; high school diploma or GED required; one (1) year experience working with youth, teens, and families; excellent verbal and written communication skills; proficient in English and bilingual in Spanish; some computer skills in Microsoft; maintain records; collect data as needed; relate well with individuals from a diverse background and cultures.

IH shall provide the following described staff position:

14.14 <u>Out-of-School-Time Youth Leader (STN)</u>:

14.14.1 <u>Duties</u>: Provide supervision and Out-of-School-Time activities to children and youth based on community need, monitor attendance, and ensure the health and safety of the children is maintained at all times. Under the direction of the FRC Coordinator provide a positive role model to youth and teens within the philosophy of the FRC standards and expectations with emphasis on youth leadership development. Coordinate and communicate with FRC Coordinator, attend all required meetings, administer FaCT-approved measurement tools, and enter results into the FaCT-approved database.

14.14.2 Qualifications: High school diploma or equivalent, twelve (12) units of child development or related course work, one (1) year of experience working with children, CPR/First Aid and Automated External Defibrillator (AED) certified, knowledge and understanding of services provided at the FRC, and ability to relate well to individuals from diverse backgrounds, cultures, and varied income and education levels is required. Experience working with school age children in an academic or recreational setting, and supervising groups of children is preferred. Proficiency in English is required and bilingual, based on community language need, is preferred.

14.15 <u>Parenting Educator (WYS)</u>:

14.15.1 <u>Duties</u>: <u>Improve parenting skills and family functioning</u> by teaching parent/caregivers about child development (e.g., developmental expectations); behavior management (e.g., discipline techniques); coping skills (e.g., communication and stress management); prevention of recurrence of maltreatment; attachment; bonding; traumatic loss issues; monitor attendance and participation; provide written report(s); complete FaCT approved assessment tools; compile and maintain records; collect and input data into FaCT database; and attend all required meetings and trainings Responsible for teaching parenting education classes, administering FaCT-approved pre/post-tests measurement tools, and entering results into the FaCT-approved database.

14.15.2 <u>Qualifications</u>: Twelve (12) units of college education in child development, psychology, sociology, social work, or a related field; one (1) year of experience working in the human services field; and trained and/or certified to provide the chosen evidence-based or evidence-informed curriculum one (1) year of experience working with public speaking or teaching; or two (2) years of experience working in the human services field;

certificate of completion in child development or parenting curriculum, and one (1) year experience with public speaking or teaching. Proficiency in English and bilingual, in English/Spanish or English/Vietnamese based on community language need, is required.

14.16 Personal Empowerment Program PEP Instructor (IH):

14.16.1 <u>Duties</u>: Provide and instruct <u>Personal Empowerment Program</u> (PEP) services, educational support to victims to break the cycle of domestic violence by increasing knowledge of the dynamics of domestic violence; effect of violence on victims and their children; help battered victims protect children who live in violent homes; increase family functioning by teaching coping skills; prevention recurrence of maltreatment; provide emotional support; stabilize immediate crisis; develop goals for the families; monitor attendance, issue certificates of completion, and participation; provide written report(s) to County Social Worker, compile and maintain records; collect administer FaCT-approved pre/post measurement tools, and input data enter results into FaCT database, and attend all required meetings and trainings.

14.16.2 <u>Qualifications</u>: PEP certified instructor shall possess a minimum of two (2) years of experience working with domestic violence families, forty (40) hours of Domestic Violence Prevention training, eight (8) hours of Child Abuse Prevention and Reporting Training, completion of <u>Personal Empowerment Program PEP Training</u>, and a valid Domestic Violence Advocate Certificate is required. Proficiency in English and bilingual, in <u>English/Spanish or English/Vietnamese</u> based on community language need is required.

RF shall provide the following described staff position:

WYS shall provide the following described staff position:

14.17 Program Director (WYS):

14.17.1 <u>Duties</u>: <u>Legally</u> Responsible for overseeing all WYS' contracted FaCT services at the FRC supervising, FaCT contracted staff, completing required documentation <u>ensuring the team and/or staff members</u> follow up on all mandated reporting requirements; check attendance of required Comprehensive Case Management Team; ensure confidentiality and/or release forms are signed and maintained; possess a thorough understanding of the laws of confidentiality, child, elder, and dependent adult abuse reporting; facilitate weekly Comprehensive Case Management Team cases including a thorough assessment of needs, treatment plan, follow up plan, and termination; document and maintain case management team records; collect and input data into the FaCT database; and attending all required meetings.

14.17.2 <u>Qualifications</u>: Licensed clinician or license-eligible clinician (registered with the Board of Behavioral Science [BBS] and assigned an intern number or an Associate Clinical Social Worker [ACSW] number) such as a LCSW. MFT, or Licensed Clinical Psychologist with a minimum of two (2) years post licensure experience; maintain a current licensure and abide by ethical standards promoted by the California Board of Behavioral Sciences (BBS) and professional association to which the Program Director belongs; experience in the administration of mental health services (with strong multidisciplinary experience preferred) and working with allied professionals; ability to interface with County and School District staff; extensive working knowledge of clinical standards of Child Abuse Reporting (CAR) and program development; and ability to provide competent and clear direction/leadership to mental health team. Proficiency in English is required.

14.18 <u>Site Coordinator (CFOC)</u>:

14.18.1 <u>Duties</u>: In coordination with STN, responsible for providing on-site supervision of FRC program staff, OST activities, evaluation and data collection, designing and implementing OST curriculum, marketing,

training staff, and attending program related meetings with Contractor Partner Agencies.

14.18.2 <u>Qualifications</u>: Bachelor's degree from an accredited university and a minimum of three (3) years of experience serving youth and teens in out of school time settings. Proficiency in English is required.

14.19 Site Coordinator (FC):

14.19.1 <u>Duties</u>: Responsible for providing supervision of FC staff at the FRC, reviewing client files, attending CMT meetings, outreach to participants, and filling in for FC's direct service staff as needed.

14.19.2 <u>Qualifications Option One (1)</u>: Bachelor's degree in human services or related field from an accredited university; two (2) years of experience working with at-risk families and the community, including one (1) year of supervision experience, knowledge of public and private social service agencies, community resources, including federal and state programs; ability to relate well to individuals from diverse backgrounds, cultures, varied incomes, and education levels; and computer competency. Proficiency in English is required and bilingual based on community language need, is preferred.

14.19.3 <u>Qualifications Option Two (2)</u>: Five (5) years of experience working with at-risk families and the community, including one (1) year of supervision experience, knowledge of public and private social service agencies, community resources, including federal and state programs; ability to relate well to individuals from diverse backgrounds, cultures, varied incomes, and education levels; and computer competency. Proficiency in English is required, and bilingual based on community language need, is preferred.

14.20 TLFR Family Fun Activities Leader (STN):

14.20.1 Duties: Responsible for providing in-kind TLFR Family

Fun Activities to children and youth in the reunification process, monitoring attendance, and ensuring the health and safety of the children is maintained, administering FaCT-approved measurement tools, and entering results into the FaCT-approved database.

14.20.2 <u>Qualifications</u>: High school diploma or equivalent and one (1) year of experience working with children and at-risk families, organizing activities and events (e.g., arts and culture enrichment, education, recreation), ability to deal with stressful situations, and be creative and energetic. Proficiency in English and bilingual, based on community language need, is required.

14.21 Supervisor:

- 14.21.1 <u>Duties</u>: Responsible for overseeing the administration of services provided by the Community Resource Services Specialist and the Accountant Positions; ensuring staff are provided with adequate training, ensuring the accuracy of financial records; and attending FRC Partner Meetings and trainings as required.
- 14.21.2 <u>Qualifications</u>: Bachelor's Degree in human services or a related field from an accredited university; five years of management and supervisory experience in the social service field; and possess excellent written and verbal skills.

14.22 Accountant/Bookkeeper:

- payment of FRC partner agency invoices; timely billing to ADMINISTRATOR; documenting expenditures for audit purposes; attending FaCT-required training; providing financial reports as required or requested by FRC partner agencies and/or ADMINISTRATOR.
- 14.22.2 <u>Qualifications</u>: Bachelor's degree in accounting or in a business or finance related field from an accredited university; two (2) years

Attachment GG

of experience working as an accountant. Proficiency in English is required.

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