

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 INSTITUTE FOR HEALTHCARE ADVANCEMENT
6 AND
7 BOYS AND GIRLS CLUBS OF LA HABRA
8 AND
9 WOMEN'S TRANSITIONAL LIVING CENTER, INC.
10 AND
11 PUBLIC LAW CENTER
12 AND
13 WESTERN YOUTH SERVICES
14 FOR THE PROVISION OF
15 SERVICES PROMOTING SAFE AND STABLE FAMILIES,
16 DIFFERENTIAL RESPONSE AND FAMILY STABILIZATION
17

18 THIS AGREEMENT, entered into this 1st day of July 1, 2015, which date is
19 particularized for purpose of reference only, is by and between the COUNTY OF
20 ORANGE, hereinafter referred to as "COUNTY," and Institute for Healthcare
21 Advancement, a California non-profit corporation; Boys and Girls Clubs of La
22 Habra, a California non-profit corporation; Women's Transitional Living
23 Center, Inc., a California non-profit corporation; Public Law Center, a
24 California non-profit corporation, and Western Youth Services, a California
25 non-profit corporation; hereinafter collectively referred to as "LA HABRA
26 FAMILY RESOURCE CENTER" or "CONTRACTOR." Institute for Healthcare
27 Advancement, Boys and Girls Clubs of La Habra, Women's Transitional Living
28 Center, Inc., Public Law Center, and Western Youth Services, may each also be

1 referred to as "Contractor Partner Agencies." This Agreement shall be
2 administered by the County of Orange Social Services Agency Director or
3 designee, hereinafter referred to as "ADMINISTRATOR."
4

5 W I T N E S S E T H:
6

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

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

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

21 WHEREAS, such services are authorized and provided for pursuant to the
22 Adoptions and Safe Families Act of 1997 (Public Law 105-89), California
23 Welfare and Institutions Code Sections 16600-16605, All County Letters (ACL)
24 No. 01-20, ACL No. 03-12, ACL No. 14-21, and the Child and Family Services
25 Improvement and Innovation Act;

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

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Exhibit A

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1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

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1 4. DESCRIPTION OF SERVICES, STAFFING

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

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

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

17 5. LICENSES AND STANDARDS

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

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

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

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

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

16 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

17 6.1 Delegation and Assignment:

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

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1 6.2 Subcontracts:

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

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

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

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

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

1 subcontractor's performance until completion of services.

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

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

16 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

17 7.1 Form of Business Organization:

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

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

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

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

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

3 7.2 Change in Form of Business Organization:

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

11 7.3 Real Property Disclosure:

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

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

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

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

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

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

1 agreement;

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

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

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

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

1 describing such changes.

2 8. NON-DISCRIMINATION

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

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

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

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

23 8.5 Non-Discrimination in Employment:

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

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

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

8 California Department of Social Services

9 Public Inquiry and Response Bureau

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

11 Sacramento, CA 94244-2430

12 Telephone: (800) 952-5253

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

14 8.6 Non-Discrimination in Service Delivery:

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

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

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

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

13 8.6.2.2 Discrimination Complaint Form

14 8.6.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

26 Sacramento, CA 94244-2430

27 Federal Civil Rights Contact:

28 U.S. Department of Health and Human Services

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

9. NOTICES

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

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

CONTRACTOR: La Habra Family Resource Center
c/o Institute for Healthcare Advancement
501 S. Idaho Street, Suite 300
La Habra, CA 90631

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

10. NOTICE OF DELAYS

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

///

11. INDEMNIFICATION

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

12. INSURANCE

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

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

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

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

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

18 12.5 Qualified Insurer:

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

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

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

Coverage	Minimum Limits	Responsible Contractor Partner Agencies
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Institute for Healthcare Advancement (IHA), Boys and Girls Clubs of La Habra (B&GCLH), Women's Transitional Living Center, Inc. (WTLC); Public Law Center (PLC); and Western Youth Services (WYS)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	IHA, B&GCLH, WTLC, PLC, and WYS
Workers' Compensation	Statutory	IHA, B&GCLH, WTLC, PLC, and WYS
Employer's Liability Insurance	\$1,000,000 per occurrence	IHA, B&GCLH, WTLC, PLC, and WYS
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	PLC, and WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	IHA, B&GCLH, WTLC, PLC, and WYS

12.8 Required Coverage Forms:

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

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

12.9 Required Endorsements:

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

1 12.9.1.1 An Additional Insured endorsement using ISO
2 form CG 2010 or CG 2033 or a form at least as broad naming the County of
3 Orange, its elected and appointed officials, officers, employees, agents as
4 Additional Insureds.

5 12.9.1.2 A primary non-contributing endorsement
6 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
7 insurance maintained by the County of Orange shall be excess and non-
8 contributing.

9 12.10 All insurance policies required by this Agreement shall waive all
10 rights of subrogation against the County of Orange, its elected and appointed
11 officials, officers, agents and employees when acting within the scope of
12 their appointment or employment.

13 12.11 Contractor shall notify County in writing within thirty (30) days
14 of any policy cancellation and ten (10) days for non-payment of premium and
15 provide a copy of the cancellation notice to County. Failure to provide
16 written notice of cancellation may constitute a material breach of the
17 contract, upon which the County may suspend or terminate this Agreement.

18 12.12 If CONTRACTOR's Professional Liability policy is a "claims made"
19 policy, CONTRACTOR shall agree to maintain professional liability coverage for
20 two (2) years following completion of this Agreement.

21 12.13 The Commercial General Liability policy shall contain a
22 severability of interests clause also known as a "separation of insureds"
23 clause (standard in the ISO CG 0001 policy).

24 12.14 Insurance certificates should be mailed to COUNTY at the address
25 indicated in Paragraph 9 of this Agreement.

26 12.15 If CONTRACTOR fails to provide the insurance certificates and
27 endorsements within seven (7) days of notification by CEO/County Procurement
28 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

1 12.16 COUNTY expressly retains the right to require CONTRACTOR to
2 increase or decrease insurance of any of the above insurance types throughout
3 the term of this Agreement. Any increase or decrease in insurance will be as
4 deemed by County of Orange Risk Manager as appropriate to adequately protect
5 COUNTY.

6 12.17 COUNTY shall notify CONTRACTOR in writing of changes in the
7 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
8 certificates of insurance and endorsements with COUNTY incorporating such
9 changes within thirty (30) days of receipt of such notice, this Agreement may
10 be in breach without further notice to CONTRACTOR, and COUNTY shall be
11 entitled to all legal remedies.

12 12.18 The procuring of such required policy or policies of insurance
13 shall not be construed to limit CONTRACTOR's liability hereunder nor to
14 fulfill the indemnification provisions and requirements of this Agreement, nor
15 act in any way to reduce the policy coverage and limits available from the
16 insurer.

17 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

18 CONTRACTOR shall report to COUNTY:

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

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

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

1 hours of occurrence.

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

6 14. CONFLICT OF INTEREST

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

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

17 15. ANTI-PROSELYTISM PROVISION

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

22 16. SUPPLANTING GOVERNMENT FUNDS

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

1 directly or indirectly, as a contribution or compensation for purposes of
2 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
3 program without prior written approval of ADMINISTRATOR.

4 17. EQUIPMENT

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

14 CONTRACTOR further agrees to the following:

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

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

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

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

1 protection against the classification of fire, extended coverage, vandalism,
2 malicious mischief and special extended perils (all risks) covering the
3 parties' interests as they appear.

4 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
5 requested in writing, shall require the prior written approval of
6 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
7 appropriate and directly related to CONTRACTOR's service or activity under the
8 terms of this Agreement. COUNTY may refuse reimbursement for any costs
9 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
10 if prior written approval has not been obtained from ADMINISTRATOR.

11 17.3 Personal Computer Equipment:

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

20 18. BREACH SANCTIONS

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

26 18.1 Afford CONTRACTOR a time period within which to cure the breach,
27 which period shall be established by ADMINISTRATOR; and/or

28 18.2 Discontinue reimbursement to CONTRACTOR for and during the period

1 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
2 later recovery; and/or

3 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
4 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

7 19. DESIGNATED LEAD AGENCY

8 19.1 Each of the Contractor Partner Agencies agrees that Institute for
9 Healthcare Advancement (IHA) shall serve as the designated lead agent on
10 behalf of the CONTRACTOR, with authority to present claims to COUNTY on behalf
11 of each of the Contractor Partner Agencies for services delivered by each of
12 them pursuant to this Agreement. As designated fiscal agent, IHA, shall
13 receive the claims from each of the other Contractor Partner Agencies on a
14 monthly basis and shall submit these claims, along with its own monthly claim,
15 pursuant to Paragraph 20 herein. Claims submitted to COUNTY by the designated
16 lead agent shall clearly identify the services that were performed by
17 Contractor Partner Agencies. Any and all payments to be made by COUNTY
18 pursuant to this Agreement shall be made payable to the designated lead agent.
19 The designated lead agent shall thereafter disburse payment as appropriate to
20 the Contractor Partner Agencies. Each of the Contractor Partner Agencies
21 agrees that COUNTY's disbursement of payment to the designated lead agent
22 shall satisfy COUNTY's payment obligation under this Agreement.

23 19.2 As the designated lead agent IHA shall also be responsible for
24 activities that include, but are not limited to, the following:

25 19.2.1 Oversight of FRC services;

26 19.2.2 Employment and supervision of the FRC Coordinator;

27 19.2.3 Facilitating established meetings for Contractor Partner
28 Agencies and generating meeting minutes;

1 19.2.4 Coordinating a minimum of weekly case management
2 meetings;

3 19.2.5 Collecting and maintaining complete documentation for
4 invoices from Contractor Partner Agencies;

5 19.2.6 Overseeing the collection, maintenance, and management of
6 FRC data including outcome measurements from Contractor Partner Agencies;

7 19.2.7 Generating monthly reports (i.e. Service Grids) in
8 accordance with Paragraph 38 of this Agreement and Exhibit Paragraph 9 for
9 submission to COUNTY;

10 19.2.8 Reimbursing FaCT-funded Contractor Partner Agencies for
11 FaCT-funded services rendered prior to invoicing COUNTY;

12 19.2.9 Generating modification requests on the FRC's behalf for
13 submission to COUNTY;

14 19.2.10 Collecting information from Contractor Partner Agencies
15 and generating a monthly FRC activity calendar;

16 19.2.11 Coordinating FRC sustainability efforts referenced in
17 Exhibit "A", Subparagraph 11 of this Agreement;

18 19.2.12 Ensuring all Contractor Partner Agencies are current on
19 required documentation (e.g., insurance certificates, copies of
20 resumes/applications, independent audits);

21 19.2.13 Ensuring all Non-FaCT Funded Partner Agencies have a
22 current agreement with the FRC and provide copies of agreements to COUNTY upon
23 request;

24 19.2.14 Facilitating collaborative activities, services, and
25 programs to ensure effective service delivery;

26 19.2.15 Maintaining complete and accurate records of all
27 financial and outcome measurement data for the FRC;

28 19.2.16 Attending required FaCT meetings and mandatory trainings;

1 and

2 19.2.17 Maintaining the integrity of the FaCT database and other
3 reports as necessary.

4 20. PAYMENTS

5 20.1 Maximum Contractual Obligation:

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

13 20.2 Allowable Costs:

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

21 20.3 Claims:

22 20.3.1 CONTRACTOR shall submit monthly claims to be received by
23 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
24 expenses incurred in the preceding month. In the event the twentieth (20th)
25 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
26 claim the next business day. COUNTY holidays include New Year's Day, Martin
27 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
28 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,

1 Friday after Thanksgiving, and Christmas Day.

2 20.3.2 All claims must be submitted on a form approved by
3 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
4 source documents with the monthly claim, including, inter alia, a monthly
5 statement of services, general ledgers, supporting journals, time sheets,
6 invoices, canceled checks, receipts, and receiving records, some of which may
7 be required to be copied. Source documents that CONTRACTOR must submit shall
8 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
9 shall retain all financial records in accordance with Paragraph 25 (Records,
10 Inspections, and Audits) of this Agreement.

11 20.3.3 Payments should be released by COUNTY within a reasonable
12 time period of approximately thirty (30) days after receipt of a correctly
13 completed claim form and required supporting documentation.

14 20.3.4 Year End and Final Claims:

15 20.3.4.1 CONTRACTOR shall submit a final claim for
16 each COUNTY fiscal year, July 1 through June 30, covered under the term of
17 this Agreement as stated in Paragraph 1, by no later than August 30th of each
18 corresponding COUNTY fiscal year. Claims received after August 30th of each
19 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
20 be reimbursed. ADMINISTRATOR may modify the date that which the final claim
21 per each COUNTY fiscal year must be received, upon written notice to
22 CONTRACTOR.

23 20.3.4.2 The basis for final settlement shall be the
24 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or 48
25 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to
26 this Agreement; limited, however, to the maximum obligation of COUNTY. In the
27 event that any overpayment has been made, COUNTY may offset the amount of the
28 overpayment against the final payment. In the event overpayment exceeds the

1 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)
2 business days of notice from COUNTY. Nothing herein shall be construed as
3 limiting the remedies of COUNTY in the event an overpayment has been made.

4 21. OVERPAYMENTS

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

18 22. OUTSTANDING DEBT

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

22 23. FINAL REPORT

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

28 ///

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 AUDITS25.1 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

1 with generally accepted accounting principles established by the American
2 Institute of Certified Public Accountants and to the satisfaction of
3 ADMINISTRATOR.

4 25.2 Client Records:

5 25.2.1 CONTRACTOR shall prepare and maintain accurate and
6 complete records of clients served and dates and type of services provided
7 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

8 25.2.2 All client records related to services provided under the
9 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
10 (5) years from the date of final payment under this Agreement or until all
11 pending COUNTY, State and Federal audits are completed, whichever is later.
12 Notwithstanding anything to the contrary, upon termination of this Agreement,
13 CONTRACTOR shall relinquish control with respect to client records to COUNTY
14 in accordance with Subparagraph 43.2.

15 25.2.3 COUNTY may refuse payment for a claim if client records
16 are determined by COUNTY to be incomplete or inaccurate. In the event client
17 records are determined to be incomplete or inaccurate after payment has been
18 made, COUNTY may treat such payment as an overpayment within the provisions of
19 this Agreement.

20 25.3 Public Records:

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

26 25.4 Inspections and Audits:

27 25.4.1 The U.S. Department of Health and Human Services,
28 Comptroller General of the United States, Director of CDSS, State Auditor-

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

9 25.4.2 CONTRACTOR shall make its books and financial records
10 available within the borders of Orange County within ten (10) days of receipt
11 of written demand by ADMINISTRATOR.

12 25.4.3 In the event CONTRACTOR does not make available its books
13 and financial records within the borders of Orange County, CONTRACTOR agrees
14 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
15 designee, necessary to obtain CONTRACTOR's books and financial records.

16 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
17 COUNTY's liability to the State or Federal government or any agency thereof
18 resulting from any disallowances or other audit exceptions to the extent that
19 such liability is attributable to CONTRACTOR's failure to perform under this
20 Agreement.

21 25.5 Evaluation Studies:

22 25.5.1 CONTRACTOR shall participate as requested by COUNTY in
23 research and/or evaluative studies designed to show the effectiveness and/or
24 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
25 project.

26 26. PERSONNEL DISCLOSURE

27 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
28 all personnel providing services hereunder, including résumés and job

1 applications. Changes to the list will be immediately provided to
2 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
3 application. The list shall include:

4 26.1.1 Names of all full or part-time personnel by title,
5 including volunteer personnel, whose direct services are required to provide
6 the programs described herein;

7 26.1.2 A brief description of the functions of each position and
8 the hours each person works each week; or for part-time personnel, each day or
9 month, as appropriate;

10 26.1.3 The professional degree, if applicable, and experience
11 required for each position; and

12 26.1.4 The language skill, if applicable, for all personnel.

13 26.2 CONTRACTOR's employment applications shall require applicants to
14 provide detailed information regarding the conviction of a crime by any court,
15 for offenses other than minor traffic offenses. Information not disclosed in
16 the employment application discovered subsequent to the hiring or promotion of
17 any applicant shall be cause for termination of that employee from the
18 performance of services under this Agreement.

19 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
20 COUNTY, criminal record background checks on all employees and/or volunteers
21 who will provide services under this Agreement. Candidates will satisfy
22 background checks consistent with and comparable to those required for COUNTY
23 employees.

24 26.4 CONTRACTOR warrants that all persons employed or otherwise
25 assigned by CONTRACTOR to provide services under this Agreement have
26 satisfactory past work records and/or reference checks indicating their
27 ability to perform the required duties and accept the kind of responsibility
28 anticipated under this Agreement. CONTRACTOR shall maintain records of

1 background investigations and reference checks undertaken and coordinated by
2 CONTRACTOR for each employee and/or volunteer assigned to provide services
3 under this Agreement for a minimum of five (5) years from the date of final
4 payment under this Agreement or until all pending COUNTY, State and Federal
5 audits are completed, whichever is later, in compliance with all applicable
6 laws.

7 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
8 arrest and/or subsequent conviction, for offenses other than minor traffic
9 offenses, of any paid employee and/or volunteer staff performing services
10 under this Agreement, when such information becomes known to CONTRACTOR.
11 ADMINISTRATOR may determine whether such employee and/or volunteer may
12 continue to provide services under this Agreement and shall provide notice of
13 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
14 with ADMINISTRATOR's decision shall be deemed a material breach of this
15 Agreement, pursuant to Paragraph 18 above.

16 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
17 staff performing work hereunder and any proposed changes in CONTRACTOR's
18 staff.

19 26.7 COUNTY shall have the right to require CONTRACTOR to remove any
20 employee from the performance of services under this Agreement. At the
21 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

22 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
23 terminated for cause from working on this Agreement.

24 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
25 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
26 work in accordance with the terms and conditions of this Agreement.

27 27. EMPLOYMENT ELIGIBILITY VERIFICATION

28 As applicable, CONTRACTOR warrants that it fully complies with all

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

17 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

18 28.1 In order to comply with child support enforcement requirements of
19 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
20 of the award of this Agreement:

- 21 (a) in the case of an individual contractor, his/her name, date of
22 birth, Social Security number, and residence address;
- 23 (b) in the case of a contractor doing business in a form other than as
24 an individual, the name, date of birth, Social Security number,
25 and residence address of each individual who owns an interest of
26 ten percent (10%) or more in the contracting entity;
- 27
28

1 (c) a certification that CONTRACTOR has fully complied with all
2 applicable Federal and State reporting requirements regarding its
3 employees; and

4 (d) a certification that CONTRACTOR has fully complied with all
5 lawfully served Wage and Earnings Assignment Orders and Notices of
6 Assignment, and will continue to so comply.

7 28.2 The failure of CONTRACTOR to timely submit the data or
8 certifications required by subsections (a), (b), (c), or (d), or to comply
9 with all Federal and State employee reporting requirements for child support
10 enforcement or to comply with all lawfully served Wage and Earnings Assignment
11 Orders and Notices of Assignment shall constitute a material breach of this
12 Agreement, and failure to cure such breach within sixty (60) calendar days of
13 notice from COUNTY shall constitute grounds for termination of this Agreement.

14 28.3 It is expressly understood that this data will be transmitted to
15 governmental agencies charged with the establishment and enforcement of child
16 support orders, and for no other purpose.

17 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

18 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
19 ensure that all employees, volunteers, consultants, or agents performing
20 services under this Agreement report child abuse or neglect to one of the
21 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
22 abuse as defined in Section 15610.07 of the WIC to one of the agencies
23 specified in WIC Section 15630. CONTRACTOR shall require such employee,
24 volunteer, consultant or agent to sign a statement acknowledging the child
25 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
26 Penal Code and the dependent adult and elder abuse reporting requirements as
27 set forth in Section 15630 of the WIC and will comply with the provisions of
28 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.

1 31.3 CONTRACTOR shall inform all of its employees, agents,
2 subcontractors, volunteers and partners of this provision and that any person
3 violating the provisions of said State law may be guilty of a crime.

4 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
5 be subject to the confidentiality requirements of this Agreement.

6 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
7 with respect to Juvenile Court matters, in accordance with WIC Section 827,
8 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
9 regarding Confidentiality, as it now exists or may hereafter be amended.

10 31.5.1 No access, disclosure or release of information regarding
11 a child who is the subject of Juvenile Court proceedings shall be permitted
12 except as authorized. If authorization is in doubt, no such information shall
13 be released without the written approval of a Judge of the Juvenile Court.

14 31.5.2 CONTRACTOR must receive prior written approval of the
15 Juvenile Court before allowing any child to be interviewed, photographed or
16 recorded by any publication or organization or to appear on any radio,
17 television or internet broadcast or make any other public appearance. Such
18 approval shall be requested through child's Social Worker.

19 31.5.3 Attorney Client Confidentiality Requirements: In the
20 event Contractor Partner Agency is a legal assistance provider, nothing in
21 this Agreement shall allow COUNTY or the State of California to engage in any
22 conduct that would impair the attorney-client relationship between CONTRACTOR
23 and its clients, as that relationship is customarily defined in the legal
24 community; and, in particular, nothing herein shall require CONTRACTOR to
25 reveal attorney-client privileged information, nor allow COUNTY or the State
26 to interfere with any other legal and ethical duties CONTRACTOR owes to its
27 clients. To the extent COUNTY, in fulfilling its contractual obligations
28 and/or its obligations under State or Federal law, finds it necessary to

1 examine documents or files prepared by CONTRACTOR in the course of its
2 confidential relationship with its clients, CONTRACTOR may delete information
3 which would identify clients from such documents or files before they are
4 examined by COUNTY.

5 32. COPYRIGHT ACCESS

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

10 33. WAIVER

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

19 34. PETTY CASH

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

22 35. PUBLICITY

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

27 35.2 CONTRACTOR shall not disclose any details in connection with this
28 Agreement to any person or entity except as may be otherwise provided

1 hereunder or required by law. However, in recognizing CONTRACTOR's need to
2 identify its services and related clients to sustain itself, COUNTY shall not
3 inhibit CONTRACTOR from publishing its role under this Agreement within the
4 following conditions:

5 35.2.1 CONTRACTOR shall develop all publicity material in a
6 professional manner; and

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

12 36. COUNTY RESPONSIBILITIES

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

15 37. REFERRALS

16 37.1 CONTRACTOR shall provide services to individuals referred by
17 ADMINISTRATOR.

18 38. REPORTS

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

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

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1 39. ENERGY EFFICIENCY STANDARDS

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

5 40. ENVIRONMENTAL PROTECTION STANDARDS

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

12 40.1 No facility to be utilized in the performance of the proposed
13 grant has been listed on the EPA List of Violating Facilities;

14 40.2 It will notify COUNTY prior to award of the receipt of any
15 communication from the Director, Office of Federal Activities, U.S. EPA,
16 indicating that a facility to be utilized for the grant is under consideration
17 to be listed on the EPA List of Violating Facilities; and

18 40.3 It will notify COUNTY and EPA about any known violation of the
19 above laws and regulations.

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

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

1 following:

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

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

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

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

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

28

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

7 42. POLITICAL ACTIVITY

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

11 43. TERMINATION PROVISIONS

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

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

22 43.3 The obligations of COUNTY under this Agreement are contingent upon
23 the availability of Federal and/or State funds, as applicable, for the
24 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
25 for the services hereunder in the budget approved by the Orange County Board
26 of Supervisors each fiscal year this Agreement remains in effect or operation.
27 In the event that such funding is terminated or reduced, ADMINISTRATOR may
28 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or

1 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
2 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
3 notification of such determination. CONTRACTOR shall immediately comply with
4 ADMINISTRATOR's decision.

5 43.4 If any provision of this Agreement or the application thereof is
6 held invalid, the remainder of this Agreement shall not be affected thereby.

7 44. GOVERNING LAW AND VENUE

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

17 45. SIGNATURE IN COUNTERPARTS

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

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

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28 ///

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

By: _____
MICHAEL VILLAIRE
CHIEF EXECUTIVE OFFICER
INSTITUTE FOR HEALTHCARE
ADVANCEMENT

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

Dated: _____

Dated: _____

By: _____
MARK CHAVEZ
EXECUTIVE DIRECTOR
BOYS AND GIRLS CLUBS OF
LA HABRA

By: _____
GIGI TSONTOS
EXECUTIVE DIRECTOR
Women's Transitional Living
Center, Inc.

Dated: _____

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

Dated: _____

By: _____
KENNETH W. BABCOCK
EXECUTIVE DIRECTOR
PUBLIC LAW CENTER

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

Dated: _____

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

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

By: Ann [Signature]
DEPUTY

Dated: 5/5/15

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 INSTITUTE FOR HEALTHCARE ADVANCEMENT
8 AND
9 BOYS AND GIRLS CLUBS OF LA HABRA
10 AND
11 Women's Transitional Living Center, Inc.
12 AND
13 PUBLIC LAW CENTER
14 AND
15 WESTERN YOUTH SERVICES
16 FOR THE PROVISION OF
17 SERVICES PROMOTING SAFE AND STABLE FAMILIES,
18 DIFFERENTIAL RESPONSE AND FAMILY STABILIZATION
19

20 1. POPULATION TO BE SERVED

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

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

6 1.2 CONTRACTOR shall provide Family Resource Center (FRC) services
7 primarily to those PARTICIPANTS residing in the city of La Habra and
8 surrounding communities.

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

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

21 1.5 CONTRACTOR shall provide DR and FS services to PARTICIPANTS
22 residing in the following cities: Anaheim, Buena Park, Fullerton, La Habra,
23 Placentia and surrounding unincorporated areas.

24 2. PSSF & CBCAP FUNDING REQUIREMENTS

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

1 Subparagraphs 2.3.1 through 2.3.4, below.

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

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

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

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

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

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

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

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

18 2.3 The four (4) PSSF service categories are as follows:

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

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

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

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

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

19 2.4 Unless specified otherwise, the services described below in
20 Subparagraphs 5.1 through 5.12 addresses each of the four (4) PSSF categories
21 described above in Subparagraphs 2.3.1 through 2.3.4.

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

1 effectively prevent and treat child abuse and neglect.

2 2.6 ADMINISTRATOR may, in its sole discretion and upon written notice
3 to CONTRACTOR, modify: the terms or definitions, the particular type of
4 services/activities to be provided, the time-of-day and day-of-week
5 services/activities are to be provided, the location(s) where
6 services/activities shall be provided, the date(s) services/activities shall
7 begin and end, the service goal(s), measurement tools and outcome indicators,
8 and the number of participants to be provided services/activities as described
9 in Paragraph 5, below, without changing COUNTY'S maximum obligation as set
10 forth in this Agreement. Any modification of services/activities shall remain
11 within the scope of defined PSSF service categories and PSSF outcomes and
12 shall promote community participation. CONTRACTOR shall not institute any
13 modification without prior, written approval of ADMINISTRATOR.

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

18 3. HOURS OF OPERATION

19 3.1 CONTRACTOR shall provide services during hours that are responsive
20 to the needs of PARTICIPANT. At a minimum, CONTRACTOR shall provide services
21 Monday through Friday from 9:00 a.m. to 6:00 p.m., except COUNTY holidays as
22 established by the Orange County Board of Supervisors. Weekly hours shall
23 include a minimum of two (2) weeknights until 8:00 p.m. or one (1) weekend day
24 for a minimum of four (4) hours to meet community needs. CONTRACTOR may off-
25 set regular hours based on the FRC being open for services evenings and/or
26 weekends. For example, service hours on Tuesday and Thursday may be adjusted
27 to 11:00 a.m. to 8:00 p.m. FRC operating hours must be submitted to
28 ADMINISTRATOR for approval. Any changes to the regular schedule must be pre-

1 approved, in writing, by ADMINISTRATOR. FRC shall provide a phone messaging
2 system to record messages and post a sign with an emergency contact name and
3 telephone number for PARTICIPANTS who may call or visit the FRC after hours.

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

13 4. FACT GENERAL REQUIREMENTS

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

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

22 4.2 Operate as a collaborative that includes Contractor Partner
23 Agencies, which are FaCT-Funded and a minimum of two (2) Non-FaCT Funded
24 Partner Agency(ies) who are providing onsite services at the FRC.

25 4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of
26 understanding or agreement specifying their commitment to provide services
27 throughout the term of this Agreement.

28 4.4 Designate Institute for Health Advancement to function as both the

1 designated lead agency and the program management lead agency. The fiscal and
2 program management responsibilities shall include those referenced in
3 Paragraph 19 of this Agreement.

4 4.5 Provide bilingual staff responsible for direct services that are
5 language appropriate.

6 4.6 Provide services that are culturally responsive to the needs of
7 the community to be served.

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

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

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

22 4.10 Collaborate with COUNTY staff and COUNTY'S contracted DR and FS
23 services staff who provide services to SSA clients.

24 4.11 Collaborate with SSA DR Social Workers in engaging families in
25 services to improve child safety and provide DR services, described in
26 Subparagraphs 5.13 through 5.18, to clients residing in all cities within the
27 DR Service Region as referenced in Subparagraph 1.5. For the purpose of
28 expanding service accessibility to DR services for clients, and where

1 possible, the FRC will outstation DR staff at other FaCT FRCs or facilities
2 approved by ADMINISTRATOR.

3 4.11.1 DR services are appropriate when reported allegations
4 meet statutory definitions of abuse or neglect at low to moderate risk and an
5 initial assessment made by SSA's CFS Division determines that with targeted
6 services a family is likely to make needed changes to improve child safety.

7 4.11.2 The County's DR primary goal is to engage a greater
8 number of families in services within the community without bringing them into
9 the child welfare system and, at the same time, reduce the recurrence of child
10 abuse.

11 4.12 Collaborate with COUNTY's CalWORKs WTW FS Program workers to
12 increase client success in program participation and provide FS services,
13 described in Subparagraph 5.19 to clients residing in FS Service Region as
14 referenced above in Subparagraph 1.5. For the purpose of expanding service
15 accessibility to FS service for clients, and where possible, the FRC will
16 outstation FS staff at other FaCT FRCs or facilities approved by
17 ADMINISTRATOR.

18 4.12.1 FS is designed to ensure a basic level of stability
19 within a family prior to, or concurrently with, participation in WTW
20 activities. Regulations require that counties inform CalWORKs applicants and
21 recipients that short-term FS services are available to assist individuals and
22 their families who are experiencing a crisis or situation that destabilizes
23 the family and impairs the client's ability to meet WTW participation
24 requirements.

25 4.12.2 The goal of FS is to increase client success in the WTW
26 program through intensive case management and the assignment of participants
27 to additional barrier-removal services and activities.

28 ///

1 5. SERVICES

2 Throughout this Exhibit, the Contractor Partner Agencies shall
3 hereinafter be referred to as: Institute for Healthcare Advancement (IHA),
4 Boys and Girls Clubs of La Habra (B&GCLH), Women's Transitional Living Center,
5 Inc. (WTLC), Public Law Center (PLC) and Western Youth Services (WYS).

6 5.1 Clinical Supervision (WYS):

7 5.1.1 WYS shall provide Clinical Supervision services
8 continuously throughout the term of this Agreement to ensure the quality of
9 counseling services provided at the FRC.

10 5.1.2 Clinical Supervision services shall include, but are not
11 limited to: individual and group clinical supervision for counselor(s) at the
12 FRC, recruitment and supervision of Master's level counseling interns, case
13 consultation, verification of laws of confidentiality, and ensuring that child
14 and elder/dependent adult abuse reporting requirements are followed.

15 5.1.3 Clinical Supervision services shall be provided for a
16 minimum of two (2) hours per week and shall be based on the CONTRACTOR's
17 counseling agency supervision requirements.

18 5.1.4 WYS shall provide qualified Licensed Clinical Supervisor
19 as specified in Subparagraph 14.6 of this Exhibit.

20 5.2 Counseling Services (WYS):

21 5.2.1 The objectives of Counseling Services are as follows:

22 5.2.1.1 Increase the availability of counseling
23 services for appropriate non Medi-Cal clients, underinsured clients, and
24 clients experiencing barriers to accessing mental health services;

25 5.2.1.2 Increase participant's coping skills in
26 dealing with stress;

27 5.2.1.3 Increase access to social support systems;

28 5.2.1.4 Facilitate linkages to appropriate and needed

1 treatment programs (e.g., domestic violence, substance abuse, mental health,
2 etc.);

3 5.2.1.5 Reduce risk of violence in the home; and

4 5.2.1.6 Improve individual and family functioning.

5 5.2.2 WYS shall provide Crisis, Family, Group, and Individual
6 counseling services for a minimum of seventy-four (74) unduplicated
7 PARTICIPANTS annually. Counseling services shall include, but are not be
8 limited to: assess PARTICIPANT's needs, provide emotional support, stabilize
9 immediate crisis, develop goals for PARTICIPANTS, address parenting issues,
10 cycle of abuse, victimization, enhance family dynamics, and make appropriate
11 linkages to all needed treatment programs and social support systems. The
12 Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the FRC
13 Case Management Team (CMT) meetings.

14 5.2.3 WYS shall provide Crisis, Family, Group, and Individual
15 counseling services continuously throughout the term of this Agreement by
16 appointment during FRC operating hours. WYS may also schedule evening hours
17 at the request of PARTICIPANTS.

18 5.2.4 WYS shall provide Crisis counseling to a minimum of six
19 (6) individuals for a minimum of one (1) session per PARTICIPANT and a maximum
20 of four (4) sessions. Each session shall be a minimum of fifty (50) minutes
21 in duration or as clinically indicated by the clinician and offered to
22 PARTICIPANTS one (1) to three (3) times weekly. Crisis counseling services
23 shall address single or recurrent problem(s) which is overwhelming or
24 traumatic to the PARTICIPANT. Crisis counseling services shall include, but
25 are not be limited to: providing psychoeducation, helping PARTICIPANTS gain a
26 better understanding of their problem(s), challenging PARTICIPANTS irrational
27 thoughts/beliefs about the crisis situation, and encouraging PARTICIPANTS to
28 use adaptive coping skills.

1 5.2.5 WYS shall provide Family counseling to a minimum of ten
2 (10) unduplicated PARTICIPANTS for a minimum of six (6) sessions of counseling
3 and a maximum of twenty (20) sessions for each PARTICIPANT. Each session
4 shall be a minimum of fifty (50) minutes in duration or as clinically
5 indicated by the clinician and offered to families on a weekly basis. Family
6 counseling shall focus on improving communication between family members,
7 learning new ways to manage anger and resolve problems, and strengthening
8 relationships between family members. Counseling sessions shall be tailored
9 to meet the needs of each individual family utilizing an evidence-based
10 treatment model such as Functional Family Therapy, trauma-focused cognitive
11 behavioral therapy (TF-CBT) or other evidence-based or evidence-informed
12 treatment models.

13 5.2.6 WYS shall provide Group counseling services to a minimum
14 of thirty (30) PARTICIPANTS. WYS shall provide eight (8) Group counseling
15 series on a weekly basis for a minimum of six (6) sessions each series. Each
16 Group counseling session shall be ninety (90) minutes in duration. Group
17 sessions shall focus on specific topics based on community input and will
18 utilize elements of TF-CBT including use of psychoeducation (e.g., teaching
19 relaxation skills, affect expression/regulation skills, and cognitive coping
20 skills) or other evidence-based or evidence-informed modalities that apply to
21 the community needs.

22 5.2.7 WYS shall provide Individual counseling services to a
23 minimum of twenty-eight (28) PARTICIPANTS. Individual counseling sessions
24 shall be: a minimum of four (4) sessions and a maximum of twenty (20) sessions
25 for each PARTICIPANT. Each session shall be a minimum of fifty (50) minutes
26 in duration or as clinically indicated by the clinician and offered to
27 PARTICIPANTS on a weekly basis. Individual counseling sessions shall ensure
28 that PARTICIPANTS learn new skills to help process thoughts and feelings

1 related to traumatic life events; manage and resolve distressing thoughts,
2 feelings, and behaviors related to life events; and enhance safety, growth,
3 and parenting skills. WYS shall use a model based on TF-CBT and/or other
4 evidence-based or evidence-informed model to provide counseling services.

5 5.2.8 WYS shall provide qualified, bilingual licensed/licensed-
6 eligible Counselor staff as specified in Subparagraph 14.9 of this Exhibit.

7 5.3 Family Support Services (IHA):

8 5.3.1 The objectives of FRC Family Support Services are as
9 follows:

10 5.3.1.1 Increase families' follow-through with
11 service providers.

12 5.3.1.2 Increase access to resources.

13 5.3.1.3 Increase effective coordination of services
14 among providers.

15 5.3.1.4 Assist in accessing resources so families may
16 achieve economic self-sufficiency.

17 5.3.2 IHA shall provide Family Support Services for a minimum
18 of one hundred eighty (180) unduplicated FAMILIES annually. Family Support
19 Services are those services employing a case manager (e.g., Family Support
20 Specialist) responsible for assessing the strengths and meeting the multiple
21 needs of a client and family; arranging, coordinating, monitoring, evaluating,
22 and advocating for multiple services for families; and linking clients to
23 resources and services and opportunities. The Family Support Specialist shall
24 also teach and empower families to access community resources and strengthen
25 problem solving skills.

26 5.3.3 IHA shall provide Family Support Services continuously
27 throughout the term of this Agreement during FRC operating hours or on
28 evenings as required by families. IHA shall provide Family Support Services

1 for a minimum of thirty (30) days.

2 5.3.4 IHA shall primarily provide Family Support Services in
3 family's home, at the FRC, or at other community locations as needed with
4 advance written approval by ADMINISTRATOR.

5 5.3.5 IHA shall provide qualified, bilingual Family Support
6 Specialist staff as specified in Subparagraph 14.14 of this Exhibit.

7 5.4 Foster and Adoptive Parent Recruiter (IHA):

8 5.4.1 The objective of Foster and Adoptive Parent Recruitment
9 services is to increase foster/adoptive awareness to prospective caregivers.

10 5.4.2 IHA shall help promote, in collaboration with
11 ADMINISTRATOR, the need for foster and adoptive resources for children in need
12 of a permanent home. Promotional activities may include, but are not limited
13 to: displaying media or printed material at the FRC, promotion at community
14 events/workshops, and distribution of flyers and other marketing materials to
15 local community residents.

16 5.4.3 IHA shall distribute Foster and Adoptive Parent
17 Recruitment flyers to a minimum of two-thousand (2,000) unduplicated
18 PARTICIPANTS annually.

19 5.4.4 Foster and Adoptive Parent Recruitment services shall be
20 offered at a minimum of four (4) recruitment events annually and throughout
21 the term of this Agreement at the FRC's ongoing classes and workshops.

22 5.4.5 IHA's Foster and Adoptive Parent Recruitment Services
23 shall address only the following PSSF service category: APS.

24 5.4.6 IHA shall provide qualified Foster and Adoptive Parent
25 Recruiter staff (i.e., FRC Coordinator and Information and Referral
26 Specialist) as specified in Subparagraph 14.15 of this Exhibit.

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1 5.5 FRC Case Management Team (WYS):

2 5.5.1 The objectives of FRC Case Management Team (FRC CMT)
3 services are as follows:

4 5.5.1.1 Increase collaboration among Contractor
5 Partner Agencies to effectively coordinate services.

6 5.5.1.2 Improve resource linkages.

7 5.5.1.3 Improve individual and family functioning.

8 5.5.1.4 Decrease duplication of services.

9 5.5.1.5 Build the capacity of communities and FRC to
10 address the needs of children and families.

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

25 5.5.3 WYS, in coordination with Contractor Partner Agencies,
26 shall provide FRC CMT services for a minimum of one hundred (100) unduplicated
27 FAMILIES annually. FRC CMT services include, but are not limited to:
28 identifying the educational, health, or social service needs of a child and

1 child's family; developing a plan to address these multiple needs; weekly
2 reviews; team assessment; arranging and coordinating appropriate services;
3 monitoring effectiveness of services; and evaluating the outcome of services.
4 FRC CMT services shall include, but not be limited to, the following
5 components:

6 5.5.3.1 Assessment: The FRC CMT Clinical Supervisor,
7 based on input from the CMT, shall complete an assessment of families'
8 strengths and needs and community resources available to PARTICIPANT.

9 5.5.3.2 Individualized Treatment Plan: On the basis
10 of the assessment in 5.5.3.1, the FRC CMT shall develop an individualized
11 treatment plan with the PARTICIPANT that identifies priorities, desired
12 outcomes, the strategies and resources to be used in attaining the outcomes,
13 follow up, and termination.

14 5.5.3.3 Reassessment: The FRC CMT Clinical
15 Supervisor and CMT shall reassess the PARTICIPANT's status, with input from
16 Contractor Partner Agencies, in a weekly clinical review of cases. FRC CMT
17 meetings shall provide weekly evaluations and assessment for families.

18 5.5.3.4 Termination: The FRC CMT Clinical Supervisor
19 and CMT shall jointly terminate the case from the CMT when the desired
20 outcomes have been attained, the PARTICIPANT is non-compliant, or the
21 PARTICIPANT withdraws.

22 5.5.4 WYS and Contractor Partner Agencies shall provide FRC CMT
23 services during FRC operating hours continuously throughout the term of this
24 Agreement. FRC CMT meetings shall be scheduled a minimum of one (1) day per
25 week for a minimum of one (1) hour in duration. WYS' CMT Clinical Supervisor,
26 or licensed designee, shall facilitate FRC CMT meetings.

27 5.5.5 WYS shall complete the FRC CMT Tracking and Outcomes Log
28 and the required forms referenced in Subparagraph 4.8.

1 5.5.6 WYS shall provide qualified FRC CMT Clinical Supervisor
2 staff as specified in Subparagraph 14.16 of this Exhibit.

3 5.6 Information and Referral Services (IHA):

4 5.6.1 The objective of Information and Referral Services is to
5 increase access to community resources for families in need.

6 5.6.2 IHA shall provide Information and Referral Services for a
7 minimum of twelve hundred (1,200) unduplicated PARTICIPANTS annually.
8 Services include an assessment of need and referral services including, but
9 not limited to, the following: emergency housing, emergency food, family
10 counseling and treatment, childcare, substance abuse counseling and treatment,
11 parenting education, utility assistance, health and mental health treatment,
12 education and job training, legal aid, and youth academic and recreation
13 services. Information and Referral Specialist shall collaborate with other
14 community agencies by receiving and referring clients, which may include, but
15 not limited to 2-1-1 Orange County, Help Me Grow, etc.

16 5.6.3 Information and Referral Specialist shall be stationed at
17 the FRC reception area as the first point of contact for walk-in and
18 telephone/email inquiries during FRC operating hours. Information and
19 Referral Services shall be offered during FRC operating hours.

20 5.6.4 IHA shall provide qualified, bilingual Information and
21 Referral Specialist staff as specified in Subparagraph 14.19 of this Exhibit.

22 5.7 Other: Legal Clinics (PLC):

23 5.7.1 The objective for Legal Clinics is to provide legal
24 services to FRC PARTICIPANTS.

25 5.7.2 PLC shall provide Legal Clinic services for a minimum of
26 one hundred eighteen (118) unduplicated PARTICIPANTS annually. Legal Clinic
27 services shall include, but not be limited to: legal advice, assistance,
28 counsel, intake and assessment, preparation and filing of legal documents such

1 as Violence Against Women Act (VAWA), housing rights, immigration law,
2 advocacy, and representation at court hearings.

3 5.7.3 PLC shall provide a minimum of sixteen (16) Legal
4 Clinics. Each clinic shall be a minimum of three (3) hours in duration and
5 shall be offered continuously throughout the term of this Agreement during FRC
6 operating hours at dates and times convenient for PARTICIPANTS.

7 5.7.4 PLC shall provide qualified, bilingual Administrative
8 Assistant and Attorney staff as specified in Subparagraphs 14.3 and 14.4 of
9 this Exhibit.

10 5.8 Other: Legal Education Forums (PLC):

11 5.8.1 The objective for Legal Education Forums is to address
12 topics of concern (e.g., immigration, domestic violence, protection issues) to
13 FRC PARTICIPANTS. Topics of concern shall be assessed by conducting outreach
14 and education on these services as part of a comprehensive marketing plan
15 developed and implemented by FRC staff.

16 5.8.2 PLC shall provide Legal Education Forum services for a
17 minimum of one hundred ten (110) unduplicated PARTICIPANTS annually. Legal
18 Education Forum services shall include, but not be limited to, group education
19 on legal topics such as the following: Violence Against Women Act
20 applications, housing rights, immigration law, US court system, and how to
21 effectively use the legal system for personal protection.

22 5.8.3 PLC shall provide a minimum of three (3) Legal Education
23 Forums annually. Each clinic shall be a minimum of two (2) hours in duration
24 and shall be offered during FRC operating hours and on evenings as required by
25 PARTICIPANTS, throughout the term of this Agreement.

26 5.8.4 PLC shall provide qualified, bilingual Administrative
27 Assistant and Attorney staff as specified in Subparagraphs 14.3 and 14.4 of
28 this Exhibit.

1 5.9 Out-of-School-Time Youth Program (B&GCLH):

2 5.9.1 The objectives of Out-of-School Time (OST) Youth Program
3 are as follows:

4 5.9.1.1 Increase social connection amongst peers.

5 5.9.1.2 Provide a safe place for school-aged
6 children.

7 5.9.1.3 Increase enrichment opportunities to enhance
8 academic achievement and healthy social behavior.

9 5.9.2 B&GCLH shall provide OST Youth Program Services employing
10 an evidence-based curriculum known as Skills, Mastery, and Resistance Training
11 (SMART) Moves Program for a minimum of seventy (70) unduplicated PARTICIPANTS
12 annually. SMART Moves Program services provides adolescents the tools needed
13 to resist activities that could negatively impact their education and
14 wellbeing using a team approach involving club staff, peer leaders, parents,
15 and community representatives. SMART Moves Program services shall include,
16 but not be limited to: discussion, role playing, practicing resistance and
17 refusal skills, assertiveness development, strengthening decision making
18 skills, analyzing media, peer influence, promoting abstinence from substance
19 abuse and sexual involvement through the practice of responsible behavior, and
20 providing refreshments and incentives (e.g., movie tickets, gift cards, etc.)
21 to encourage attendance and participation.

22 5.9.3 B&GCLH shall provide shall provide SMART Moves Program
23 services continuously throughout the term of this Agreement to children ages
24 twelve to eighteen (12-18) during each academic school year and during FRC
25 operating hours. B&GCLH shall provide a minimum of ten (10) one (1) hour
26 weekly classes per series for a minimum four (4) series during each academic
27 school year.

28 5.9.4 B&GCLH shall provide qualified OST Youth Program/Teen

1 Coordinator staff as specified in Subparagraph 14.20 of this Exhibit.

2 5.10 Parenting Education (WYS):

3 5.10.1 The objectives for Parent Education are as follows:

4 5.10.1.1 Increase social support.

5 5.10.1.2 Enhance coping skills.

6 5.10.1.3 Improve knowledge of child development.

7 5.10.1.4 Improve knowledge of appropriate and
8 effective discipline.

9 5.10.2 WYS shall utilize only an evidence-based or evidence-
10 informed Parenting Education curriculum (e.g., Systematic Training for
11 Effective Parenting and Love and Logic). Elements of an effective parenting
12 education program shall improve parenting skills and family functioning by
13 teaching parents/caregivers about child development (e.g., developmental
14 expectations), behavior management (e.g., discipline techniques), and coping
15 skills (e.g., communication and stress management). As applicable, parenting
16 education emphasis shall be placed on the prevention of recurrence of child
17 abuse and/or shall address attachment, bonding, and traumatic loss issues.
18 Other Parent Education topics may include: parent responsibilities,
19 psychologically based behavior principles, importance of appropriate
20 discipline and support, self-control, emotional regulation, difficulties
21 inherent in co-parenting, child development, open and honest communication,
22 praise and acknowledgement, disruptive cycles of inappropriate parenting, and
23 healthy and supportive parenting.

24 5.10.3 WYS shall provide Parenting Education services for a
25 minimum of sixty (60) unduplicated PARTICIPANTS annually.

26 5.10.4 WYS shall provide a minimum of six (6) Parenting
27 Education series annually comprised of six (6) weekly classes with a maximum
28 of ten (10) PARTICIPANTS per class. Parenting Education services shall be

1 provided continuously during the term of this Agreement at dates and times
2 convenient for PARTICIPANTS.

3 5.10.5 WYS shall ensure completion of required paperwork when
4 providing parenting education to PARTICIPANTS receiving child welfare
5 services, including, but not limited to, verification of attendance, issuance
6 of certificates of completion, and verbal and/or written reports to COUNTY
7 Social Workers.

8 5.10.6 WYS shall provide qualified, bilingual Parenting Educator
9 staff as specified in Subparagraph 14.21 of this Exhibit.

10 5.11 Personal Empowerment Program (Certified Domestic Violence
11 Prevention and Treatment Education Program) - General and TLFR Participants
12 (WTLC):

13 5.11.1 The objectives of Personal Empowerment Program (PEP) are
14 as follows:

15 5.11.1.1 Increase victim's awareness of the threat of
16 domestic violence and its short/long term effects.

17 5.11.1.2 Develop or enhance safety plan for domestic
18 violence victims.

19 5.11.1.3 Increase victim's understanding of the
20 effects domestic violence has on children.

21 5.11.1.4 Increase victim's awareness on the various
22 types of abuse.

23 5.11.1.5 Promote safety and permanency in homes and
24 communities through prevention efforts aimed at child abuse and domestic
25 violence.

26 5.11.2 PEP services shall be a ten (10) week educational support
27 program designed to help victims break the cycle of domestic violence through
28 education on the dynamics of domestic violence, effects of violence on victims

1 and their children, and to help victims protect children who live in domestic
2 violence homes. Topics shall include, but not be limited to, safety planning,
3 boundaries, anger management, legal aspects of domestic violence, working
4 through denial, and maintaining healthy relationships. Services shall target
5 the general community as well as COUNTY's TLFR population.

6 5.11.3 WTLC shall provide PEP services to a minimum of forty
7 (40) unduplicated FRC PARTICIPANTS annually.

8 5.11.4 WTLC shall provide PEP services continuously during the
9 term of this Agreement. Each class shall be a minimum of two (2) hours in
10 duration. WTLC shall provide PEP services at dates and times convenient for
11 PARTICIPANTS.

12 5.11.5 When providing PEP services to COUNTY's TLFR population,
13 WTLC shall also be required to include, but not be limited to, verification of
14 attendance, issuance of certificates of completion, and verbal and/or written
15 reports to COUNTY Social Workers.

16 5.11.6 WTLC shall provide qualified, bilingual PEP Instructor
17 staff as specified in Subparagraph 14.22 of this Exhibit. During the entire
18 term of this agreement, PEP providers must be approved by the PEP Program
19 Collaborative of Orange County.

20 5.12 Time-Limited Family Reunification Family Fun Activities (IHA):

21 5.12.1 The objectives of TLFR Family Fun Activities are as
22 follows:

23 5.12.1.1 Increase parent-child bonding.

24 5.12.1.2 Provide a safe and enriching interactive
25 environment for TLFR families.

26 5.12.2 In addition to PARTICIPANTS referenced in Paragraph 1,
27 TLFR Family Fun Activities may also include children that are removed from
28 their home and placed in a foster family home or a childcare institution and

1 parents or primary caregiver of such a child, in order to facilitate the
2 reunification of the child, safely and appropriately.

3 5.12.3 IHA shall provide TLFR Family Fun Activities services for
4 a minimum of sixteen (16) unduplicated families annually. TLFR Family Fun
5 Activities shall include supervised and organized activities and events for
6 children of parents and/or caregivers in the reunification process.
7 Activities can include arts and cultural enrichment, education, and recreation
8 to promote healthy parent-child bonding, quality time, and communication. In
9 the event a parent is participating in monitored/supervised visitation while
10 simultaneously participating in a Family Fun Activity, the SSA approved
11 monitor or supervised visitation specialist must be present during the entire
12 length of the Family Fun Activity.

13 5.12.4 IHA shall provide a minimum of two (2) TLFR Family Fun
14 Activities (events) annually including, but not be limited to, the following:
15 Halloween Party, Holiday Adopt-a-Family, Spring Celebration, Movie Night, and
16 Family Bonding Day. Events shall occur during evening or weekend hours.

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

19 5.12.6 IHA shall provide qualified TLFR Family Fun Activities
20 Leader staff (e.g., FRC Coordinator and Information and Referral Specialist)
21 as referenced in Subparagraph 14.24 of this Exhibit.

22 5.13 DR Alcohol and Drug Counseling Service (IHA):

23 5.13.1 The objective of DR Alcohol and Drug Counseling Services
24 is to ensure resources are available when alcohol and/or drug abuse are
25 identified as impacting the safety of a child(ren) in the home and the
26 PARTICIPANT is willing to accept help with the problem.

27 5.13.2 IHA, through a subcontract with The Gary Center (TGC),
28 shall provide DR Alcohol and Drug Counseling services for a minimum of thirty

1 (30) unduplicated PARTICIPANTS annually. DR Alcohol and Drug Counseling
2 services is an all-inclusive program and shall include, but is not limited to:
3 DR Individual Alcohol and Drug Counseling; DR Relapse Prevention Group
4 Counseling and/or DR Group Alcohol and Drug Education; comprehensive
5 development of needs based, individualized treatment plan; and/or tools to
6 maintain sobriety.

7 5.13.3 IHA, through a subcontract with TGC, shall provide a
8 minimum of twelve (12) Individual DR Alcohol and Drug Counseling sessions
9 fifty (50) minutes in duration each and thirty-eight (38) DR Alcohol and Drug
10 Group counseling sessions ninety (90) minutes in duration each. DR Alcohol
11 and Drug Counseling services shall include a minimum of six (6) random drug
12 tests for each PARTICIPANT. DR Alcohol and Drug Counseling services shall be
13 offered continuously throughout the term of this Agreement during FRC
14 operating hours or at dates and times convenient for PARTICIPANTS.

15 5.13.4 IHA, through a subcontract with TGC, shall provide
16 qualified Alcohol and Drug Counselor staff as specified in Subparagraph 14.10
17 of this Exhibit.

18 5.14 DR Case Management Team (WYS):

19 5.14.1 The objectives of DR CMT services are as follows:

20 5.14.1.1 Increase collaboration among Contractor
21 Partner Agencies on a weekly basis to effectively coordinate DR services.

22 5.14.1.2 Improve resource linkages for DR families.

23 5.14.1.3 Improve individual and family functioning for
24 DR families.

25 5.14.1.4 Decrease duplication of DR services.

26 5.14.2 The DR CMT, which can be combined with FRC CMT, consists
27 of an integrated multidisciplinary team comprised of three (3) or more persons
28 trained and knowledgeable in providing DR CMT services. The DR CMT is

1 responsible for identifying the educational, health, or social service needs
2 of a child, and child's family; and for developing a plan to address these
3 multiple needs as identified in WIC section 18986.40. Participants of the DR
4 CMT shall include all Contractor Partner Agencies and Non-FaCT Funded
5 Contractor Partner Agency(ies) representatives that would benefit the family.
6 In addition to the participation of the Contractor Partner Agencies, local
7 Miscellaneous Order Number 534.3 specifies that multidisciplinary services
8 team composition include at least two (2) members from the following: Orange
9 County Probation Department, Orange County Health Care Agency, Orange County
10 Department of Education, Regional Center of Orange County, North Orange County
11 Regional Occupational Program, and Orange County SSA.

12 5.14.3 WYS shall coordinate with Contractor Partner Agencies to
13 provide DR CMT services for families who have been referred for DR services by
14 SSA. Families referred were reported to SSA with allegations that meet
15 statutory definitions of child abuse or neglect at low to moderate risk and
16 have been assessed as likely to make needed changes to improve child safety if
17 provided targeted services.

18 5.14.4 WYS and Contractor Partner Agencies shall jointly provide
19 DR CMT services for a minimum of seventy-five (75) unduplicated FAMILIES
20 annually.

21 5.14.5 WYS and Contractor Partner Agencies shall jointly provide
22 DR CMT services continuously throughout the term of this Agreement. DR CMT
23 meetings shall be scheduled a minimum of one (1) day per week for a minimum of
24 one (1) hour in duration. If the DR CMT meeting is combined with the FRC CMT
25 meeting, the minimum combined duration of the meeting shall be no less than
26 two (2) hours. The DR CMT Clinical Supervisor shall facilitate DR CMT
27 meetings.

28 5.14.6 WYS shall complete the DR CMT Tracking and Outcomes Log

1 as well as the required forms referenced in Subparagraph 4.8

2 5.14.7 WYS shall provide qualified DR CMT Clinical Supervisor
3 staff, as specified in Subparagraph 14.11 of this Exhibit.

4 5.15 DR CMT Clinical Supervision (WYS):

5 5.15.1 The objective of DR CMT Clinical Supervision is to ensure
6 the quality of DR CMT services at the FRC.

7 5.15.2 WYS shall provide DR CMT Clinical Supervision services
8 which shall include, but are not limited to: oversight and clinical
9 supervision for DR CMT meetings at the FRC, case consultation, verification of
10 laws of confidentiality, and ensuring that child and elder/dependent adult
11 abuse reporting requirements are followed.

12 5.15.3 WYS shall provide qualified licensed DR CMT Clinical
13 Supervisor staff as specified in Subparagraph 14.11 of this Exhibit.

14 5.16 DR Family Support Services (IHA):

15 5.16.1 The objectives of DR Family Support Services are as
16 follows:

17 5.16.1.1 Maintain children safely in the home.

18 5.16.1.2 Reduce entry into the child welfare system.

19 5.16.1.3 Support families in crisis.

20 5.16.1.4 Work with SSA DR Social Workers and families
21 in identifying resources which will protect children and preserve the family.

22 5.16.2 IHA shall provide DR Family Support Services to
23 PARTICIPANTS referred by SSA.

24 5.16.3 IHA shall provide DR Family Support Services for a
25 minimum of seventy-five (75) unduplicated FAMILIES annually. DR Family
26 Support Services are those services employing a case manager (e.g., Family
27 Support Specialist) responsible for assessing the strengths and meeting the
28 multiple needs of a PARTICIPANT and family; arranging, coordinating,

1 monitoring, evaluating, and advocating for multiple services for families.
2 Services shall focus on a family centered approach to maintain children safely
3 in the home, reduce entry into the child welfare system, serve as a support to
4 families while in crisis, assess safety concerns and family's willingness to
5 participate, team home visit, comprehensive family assessment, develop and
6 implement an individualized, needs based, collaborative service plan,
7 referrals to community resources as appropriate, linkage to assistance with
8 service receipt, ongoing support, advocacy, case management, ongoing tracking,
9 follow up with family, provide assistance in accessing community resources,
10 work with County social worker(s) to ensure appropriateness of service plan in
11 meeting goals while protecting children, refer to DR CMT, facilitate
12 attendance, and include, at the family's request, extended family, non-family,
13 and community leaders such as pastors/religious leaders as a long term support
14 for family.

15 5.16.4 DR Family Support Services shall be provided continuously
16 throughout the term of this Agreement during FRC operating hours and on
17 evenings as required by PARTICIPANTS. IHA shall provide DR Family Support
18 Services for a minimum of thirty (30) days per family.

19 5.16.5 IHA shall primarily provide DR Family Support Services in
20 family's home, at FRC locations, and/or at other community locations, to be
21 approved in advance and in writing by ADMINISTRATOR.

22 5.16.6 IHA shall provide qualified, bilingual DR Family Support
23 Specialist staff as specified in Subparagraph 14.12 of this Exhibit.

24 5.17 DR In-Home Family Support (IHA):

25 5.17.1 The objectives of DR In-Home Family Support Services are
26 as follows:

27 5.17.1.1 Address positive parenting skills,
28 discipline, child development, and child health and safety.

1 5.17.1.2 Assess family needs, stabilize immediate
2 crisis, increase coping skills and family cohesiveness, reduce exposure to
3 violence, and improve communication skills.

4 5.17.1.3 Coordinate resources and multiple service
5 providers to help prevent abuse and out-of-home placement.

6 5.17.2 IHA shall provide DR In-Home Family Support services for
7 a minimum of sixty (60) unduplicated FAMILIES annually. DR In-Home Family
8 Support services shall address: positive parenting skills, discipline, child
9 development, child health and safety, assessment of family needs, immediate
10 crisis, increasing coping skills and family cohesiveness, reducing exposure to
11 violence, improving communication skills, parenting education, assistance with
12 receipt of identified needed services, effective communication skills, crisis
13 stabilization, Public Health nursing services as appropriate, information on
14 safe harbors and emergency self/child protection as appropriate, and working
15 with County Social Worker(s) to ensure appropriateness of service plan in
16 meeting goals while protecting children.

17 5.17.3 IHA shall provide a minimum of four (4) weeks and maximum
18 of six (6) weeks of DR In-Home Family Support per family DR In-Home Family
19 Support services shall be provided during FRC operating hours and on evenings
20 as required by PARTICIPANTS, during the term of this Agreement.

21 5.17.4 IHA shall primarily provide DR In-Home Family Support
22 Services in family's home, at the FRC, or at other community locations as
23 needed with advance written approval by ADMINISTRATOR.

24 5.17.5 IHA shall provide qualified, bilingual DR In-Home Family
25 Specialist staff as specified in Subparagraph 14.13 of this Exhibit.

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1 5.18 DR PEP (Certified Domestic Violence Prevention and Treatment
2 Education Program) (WTLC):

3 5.18.1 The objectives of DR PEP are as referenced in
4 Subparagraph 5.11.1.

5 5.18.2 WTLC shall provide DR PEP services to PARTICIPANTS
6 receiving DR services at the FRC.

7 5.18.3 WTLC shall provide DR PEP services to a minimum of twenty
8 (20) unduplicated PARTICIPANTS annually. DR PEP services shall meet the same
9 criteria referenced in subparagraph 5.11.2.

10 5.18.4 WTLC shall provide DR PEP services during the term of
11 this Agreement at dates and times convenient for PARTICIPANTS.

12 5.18.5 When providing DR PEP services, WTLC shall also be
13 required to include, but not be limited to, verification of attendance,
14 issuance of certificates of completion, and verbal and/or written reports to
15 COUNTY Social Workers.

16 5.18.6 WTLC shall provide qualified, bilingual PEP Instructor
17 staff as specified in Subparagraph 14.22 of this Exhibit. During the entire
18 term of this agreement, DR PEP providers must be approved by the PEP Program
19 Collaborative of Orange County.

20 5.19 FS Family Support Services (IHA):

21 5.19.1 IHA shall provide FS Family Support Services to the
22 following: individuals and their families who are participating in the
23 California Work Opportunity and Responsibility to Kids (CalWORKs) FS Program
24 and are experiencing a crisis or situation that destabilizes the family and
25 impairs the Welfare-to-Work (WTW) client's ability to meet WTW participation
26 requirements.

27 5.19.2 IHA shall provide FS Family Support Services for a
28 minimum of fifty (50) unduplicated FAMILIES annually. FS Family Support

1 Services shall focus on a family centered approach to address crisis issues
2 causing barriers to WTW participation activities; serve as a support to
3 families while in crisis; and provide assistance to PARTICIPANTS in accessing
4 community resources.

5 5.19.3 IHA shall provide FS Family Support Services continuously
6 throughout the term of this Agreement during FRC operating hours or at dates
7 and times convenient for PARTICIPANTS. IHA shall provide FS Services for a
8 minimum of thirty (30) days.

9 5.19.4 IHA shall provide Family Support Services in family's
10 home, at the FRC, or at other community locations with advance written
11 approval by ADMINISTRATOR.

12 5.19.5 IHA shall provide qualified, bilingual FS Family Support
13 Specialist staff as specified in Subparagraph 14.18 of this Exhibit.

14 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

15 6.1 In addition to providing the services described in Paragraph 5 of
16 this Exhibit A, CONTRACTOR agrees to:

17 6.1.1 Provide ADMINISTRATOR a bi-annual detailed marketing plan
18 for each contracted service, and revise, if necessary, as requested by
19 ADMINISTRATOR;

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

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

1 principles of collaboration, and voting quorum (including what constitutes a
2 quorum).

3 6.1.4 Develop a Community Engagement Advisory Committee (CEAC)
4 that shall meet a minimum of quarterly during the term of this Agreement.
5 CEAC shall develop and advance a community agenda to affect community level
6 change. The FRC will maintain a roster and a copy of minutes for all CEAC
7 meetings. The composition of CONTRACTOR's CEAC shall vary, depending on the
8 specific goals of, and the services to be provided by the FRC. CEAC shall
9 consist of community members such as parents, youths, teachers, school
10 community liaisons, businesses professionals, religious community leaders, law
11 enforcement, human and health service professionals, and city representatives.
12 On an annual basis, CEAC shall assess, survey, and identify community
13 strengths and needs to advocate for FRC services to meet community need on an
14 annual basis; develop parent and youth leadership; and engage business
15 community to provide tangible support and leadership. CEAC shall enlist broad
16 community support and advocacy for the FRC by fundraising for the FRC and
17 hosting events. A minimum of one thousand dollars (\$1,000) shall be allocated
18 to the CEAC within the FRC budget for the purposes of its members to use for
19 planning events, and other activities as deemed necessary by the CEAC
20 committee. IHA shall provide a qualified Community Engagement Volunteer
21 Coordinator staff as specified in Subparagraph 14.8 of this Exhibit.

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

26 6.2 B&GCLH shall provide a minimum of four hundred sixteen (416) hours
27 annually to child care services at the FRC to children of parents attending
28 FRC programs during FRC operating hours, continuously throughout the term of

1 this Agreement, at dates and times convenient for PARTICIPANTS. Allowable
2 costs include direct childcare services and purchases of cleaning supplies,
3 snacks directly related to childcare services, activities, age appropriate
4 toys, crafts, and games. Childcare services shall be reimbursed based on
5 actual hours worked. B&GCLH shall provide qualified Childcare Worker staff as
6 specified in Subparagraph 14.5 of this Exhibit.

7 6.3 CONTRACTOR shall use Emergency Assistance Funds to meet the basic
8 needs of a minimum of twenty (20) PARTICIPANTS annually in support of services
9 as described herein. Allowable costs include emergency food, emergency
10 clothing, diapers, medicine, bus tickets to access services, safety items,
11 one-time rent payment assistance, and one-time utility payment assistance.
12 Other allowable costs are to be approved in advance and in writing by
13 ADMINISTRATOR. All purchases from Emergency Assistance Funds in excess of one
14 hundred (\$100) dollars per PARTICIPANT must be requested in advance and in
15 writing for approval by ADMINISTRATOR. CONTRACTOR shall research available
16 community resource options prior to approving expenditures.

17 7. FACILITIES

18 7.1 La Habra FRC is located at:

19 301 W. Las Lomas Drive

20 La Habra, CA 90631

21 7.2 Administrative services under this Agreement shall be provided at
22 La Habra FRC and:

23 Institute for Healthcare Advancement

24 501 S. Idaho Street, Suite 300

25 La Habra, CA 90631

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

1 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

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

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

16 8.2.1 Provide concrete support in times of need.

17 8.2.2 Increase parental resilience.

18 8.2.3 Increase knowledge of parenting and child development.

19 8.2.4 Support the social and emotional competence of children,

20 and

21 8.2.5 Build parents' social connections.

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

1 data system. FaCT shall provide technical assistance and training to the FRCs
2 to ensure strong data collection and outcome reporting.

3 8.3 FRC direct services staff (e.g., Information and Resource
4 Specialist, Family Support Specialist, etc.) shall be responsible for entering
5 client service and outcome data for FaCT funded and a minimum of two (2)
6 required non-FaCT funded services into the FaCT data system. These include,
7 but are not limited to, the following:

8 8.3.1 FRC CMT Clinical Supervisor shall administer, collect,
9 and enter the FRC CMT tracking and assessment tool;

10 8.3.2 Family Support Specialist shall administer, collect, and
11 enter the Family Development Matrix Tool(s);

12 8.3.3 Parenting Educator shall administer, collect, and enter
13 the Parenting Education Survey;

14 8.3.4 OST Leader shall administer, collect, and enter FaCT
15 Measurement tools; and,

16 8.3.5 Direct service staff shall enter specific data collection
17 information and complete standardized assessment forms, FaCT Registration
18 Form, attendance sheets, and other documents required by ADMINISTRATOR.

19 8.4 In addition to the FaCT Registration form and/or FaCT Large Group
20 Tracking form, the following assessment tool(s) required for each core service
21 includes:

22 Core Service	Required Assessment Tool(s)
23 FRC & DR CMT	FRC & DR CMT Tracking & Outcomes Log
24 Information & Referral Services	Information & Referral Tracking Log
25 Family Support Services	Family Development Matrix
26 Counseling Services	Protective Factors Counseling Survey
27 Parenting Education	Protective Factors Parenting Survey
28 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

1 8.5 The FRC Coordinator is responsible for ensuring data integrity and
2 accurate data collection. FRC Coordinator shall also ensure that the data is
3 entered correctly into the FaCT data system and within timelines required by
4 ADMINISTRATOR. Contractor Partner Agencies are responsible for their own
5 staff data collection, ensuring data integrity, and accurate submission to the
6 FRC Coordinator.

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

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

14 9. REPORTS

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

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

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

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

1 10. UTILIZATION REVIEW

2 10.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's
3 request at CONTRACTOR's facility identified in Paragraph 7 of this Exhibit A
4 to review and evaluate a random selection of PARTICIPANT case records. The
5 review shall include, but is not limited to, an evaluation of the necessity,
6 appropriateness, and length of services provided. PARTICIPANT cases to be
7 reviewed shall be randomly selected by COUNTY.

8 10.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
9 differences of opinion regarding the necessity, appropriateness, and length of
10 services provided, the dispute shall be submitted to COUNTY's Director of
11 Children and Family Services for final resolution.

12 11. SUSTAINABILITY

13 11.1 CONTRACTOR agrees to demonstrate, throughout the term of this
14 Agreement, the ability to integrate multiple public, private, and
15 collaborative partner funding sources.

16 11.2 CONTRACTOR must provide measureable goals that demonstrate
17 resource leveraging and in-kind partnerships and/or grants based on service
18 gaps and identified needs, specific to the community.

19 11.3 CONTRACTOR agrees to work with ADMINISTRATOR in order to pursue
20 long-term sustainability of CONTRACTOR's FaCT collaborative programs. This
21 includes, but is not limited to, participation in the following:

22 11.3.1 Assessment of long-term need for and reasonableness of
23 FaCT collaborative programs;

24 11.3.2 Training programs developed by or for FaCT;

25 11.3.3 Outreach activities initiated by FaCT staff or FaCT
26 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

27 11.3.4 Research of other public/private funding sources and
28 opportunities;

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

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

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

10 12. MEETINGS AND TRAININGS:

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

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

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

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

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1 13. BUDGET

2 13.1 For each of the five (5) COUNTY fiscal years (July 1 through June
3 30) included during the term of this Agreement, the maximum annual budget for
4 services provided pursuant to Exhibit A of this Agreement shall not exceed
5 \$538,540.

6 13.2 ADMINISTRATOR and CONTRACTOR may agree, subject to advance written
7 notice, to add, delete, modify, line item and/or amounts, and/or the number
8 and type of FTE positions, specified in the annual budget included in
9 Subparagraph 13.9, without reducing the level of services to be provided or
10 exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this
11 Agreement.

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

22 13.4 In the event the budget shown in Subparagraph 13.9 is modified,
23 the modified budget shall remain in effect for the remainder of the contract
24 term, unless superseded by subsequent budget modification(s) that have been
25 approved in writing by ADMINISTRATOR. For example, if Budget Modification #1
26 is approved on March 15, 2016, the modified budget will remain in effect until
27 Budget Modification #2 is requested and approved in writing. The annual
28 budget beginning on July 1st of each fiscal year shall be identical to the

1 most recently modified annual budget. Under no circumstances shall funds
2 unspent in one fiscal year carry over to another fiscal year.

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

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

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

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

27 13.8.1 Consideration for an exception to the provision described
28 in Subparagraph 13.7 will be considered on a case-by-case basis and shall be

1 approved at the sole discretion of COUNTY.

2 13.9 In the event ADMINISTRATOR reduces the maximum obligation as
3 stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree
4 in writing to proportionately reduce the service goals as set forth in this
5 Exhibit.

6 13.10 To ensure a meaningful collaboration among Contractor Partner
7 Agencies and decision-making, no single CONTRACTOR shall have more than fifty-
8 one percent (51%) of the total collaborative FRC budget. Exception to the
9 fifty-one percent (51%) maximum may include:

10 13.10.1 The CONTRACTOR is a governmental and/or public agency,
11 and/or a single partner is providing more than fifty-one percent (51%) of the
12 total collaborative services.

13 13.10.2 Any CONTRACTOR receiving more than fifty-one percent
14 (51%) of the total FRC collaborative budget must provide a proportional share
15 of the total FRC collaborative services.

16 13.11 The annual budget for services provided pursuant to Exhibit A of
17 this Agreement is set forth as follows:

<u>SALARIES</u>	<u>FTE</u> ⁽¹⁾	<u>Hourly Maximum Rate</u> ⁽²⁾	<u>Budget</u>
<u>Institute for Health Care Advancement (IHA)</u> ⁽⁶⁾			
Community Engagement Volunteer Coordinator (Svc. 6.1.4)	0.50	\$13.00	\$13,520
Family Support Specialist (Svc. 5.3)	1.00	19.38	40,310
FRC Coordinator (Svcs. 5.4, 5.12)	1.00	33.30	69,264
Information and Referral Specialist (Svcs. 5.4, 5.6, 5.12)	1.00	16.56	<u>34,445</u>
SUBTOTAL IHA SALARIES:			\$157,539
IHA Benefits (19.71%) ⁽³⁾⁽⁴⁾			<u>28,386</u>
SUBTOTAL IHA SALARIES AND BENEFITS:			\$185,925
<u>Boy & Girls Club of La Habra (B&GCLH)</u> ⁽⁶⁾			
Childcare Worker (Svc. 6.2)	0.20	\$10.00	\$4,160

1	OST Leader/Teen Coordinator (Svc. 5.9)	0.20	14.91	<u>6,203</u>
2	SUBTOTAL B&GCLH SALARIES:			\$10,363
3	B&GCLH Benefits (17.65%) ⁽³⁾⁽⁴⁾			<u>1,829</u>
4	SUBTOTAL B&GCLH SALARIES AND BENEFITS:			\$12,192
5	<u>Women's Transitional Living Center (WTLC)⁽⁶⁾</u>			
6	Community Education Supervisor	0.10	\$20.31	\$4,224
7	PEP Instructor/Community Education Advocate (Svcs. 5.11, 5.18)	0.25	16.00	<u>8,320</u>
8	SUBTOTAL WTLC SALARIES:			\$12,544
9	<u>Public Law Center (PLC)⁽⁶⁾</u>			
10	Administrative Assistant (Svcs. 5.7, 5.8)	0.10	\$18.25	\$3,796
11	Attorney (Svcs. 5.7, 5.8)	0.20	23.56	<u>9,399</u>
12	SUBTOTAL PLC SALARIES:			\$13,195
13	PLC Benefits (8.65%) ⁽³⁾			<u>1,141</u>
14	SUBTOTAL PLC SALARIES AND BENEFITS:			\$14,336
15	<u>Western Youth Services (WYS)⁽⁶⁾</u>			
16	Clinical Supervisor (Svc. 5.1)	0.05	\$34.85	\$3,624
17	CMT Clinical Supervisor (Svc. 5.5)	0.10	34.85	7,249
18	Counselor (Svc. 5.2)	0.50	26.44	27,498
19	Parent Educator (5.10)	0.0375	26.44	2,062
20	Program Director	0.0125	45.64	<u>1,187</u>
21	SUBTOTAL WYS SALARIES:			\$41,620
22	WYS Benefits (21%) ⁽³⁾⁽⁵⁾			<u>8,740</u>
23	SUBTOTAL WYS SALARIES AND BENEFITS:			\$50,360
24	<u>PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
25	IHA CEAC			\$1,000
26	IHA Direct Service Expense			1,000
27	B&GCLH Direct Service Expense			502
28	WYS Direct Service Expense			<u>150</u>
29	SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES:			\$2,652
30	<u>ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁶⁾</u>			
31	<u>SERVICES</u>			
32	PLC Independent Audit			150
33	WYS Independent Audit			180
34	<u>SUPPLIES</u>			
35	IHA Office Supplies			\$1,000

IHA Program Expense	1,000
WTLC Office Supplies	983
WYS Office Supplies	<u>150</u>
SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:	\$3,463

OPERATING EXPENSES⁽⁶⁾

IHA Mileage ⁽⁷⁾	\$500
IHA Staff Training	250
IHA Telephone/Internet	1,866
PLC Mileage ⁽⁷⁾	325
PLC Utilities	240
WTLC Mileage ⁽⁷⁾	300
WYS Insurance	225
WYS Mileage ⁽⁷⁾	300
WYS Staff Training	<u>150</u>
SUBTOTAL OPERATING EXPENSES:	\$4,156

INDIRECT COSTS

IHA Indirect Cost	\$9,993
WYS Indirect Cost	<u>4,379</u>
SUBTOTAL INDIRECT COSTS:	\$14,372
SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:	\$300,000

DIFFERENTIAL RESPONSE (DR) PROGRAM:DR SALARIES⁽⁶⁾Institute for Health Care Advancement (IHA)⁽⁶⁾

IHA DR Family Specialist (Svc. 5.16)	1.00	\$21.42	\$44,554
IHA DR Family Support Specialist (Svc. 5.17)	1.00	18.39	<u>38,251</u>
SUBTOTAL DR SALARIES:			\$82,805
IHA DR Benefits (19.71%) ⁽³⁾⁽⁴⁾			<u>16,321</u>
SUBTOTAL IHA DR SALARIES AND BENEFITS:			\$99,126

Women's Transitional Living Center (WTLC)⁽⁶⁾

WTLC PEP Instructor/Community Education Advocate (Svc. 5.18)	0.175	\$16.00	<u>\$5,824</u>
SUBTOTAL WTLC DR SALARIES AND BENEFITS:			\$5,824

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Western Youth Services (WYS)⁽⁶⁾

WYS DR CMT Clinical Supervisor (Svcs. 5.14, 5.15)	0.50	\$34.85	\$3,624
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WYS DR Benefits (21%) ⁽³⁾⁽⁵⁾			<u>761</u>
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SUBTOTAL WYS DR SALARIES AND BENEFITS:			\$4,385
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SUBTOTAL ALL DR SALARIES AND BENEFITS:			\$109,335
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DR Participant Related Services and Expense

IHA DR Alcohol and Drug Subcontractor (Svc. 5.13)			\$4,403
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IHA DR Direct Service Expense			1,000
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IHA DR Emergency Assistance (Svc. 6.3)			<u>1,000</u>
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SUBTOTAL DR PARTICIPANTS RELATED SERVICES AND EXPENSE:			\$6,403
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DR ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁶⁾

IHA DR Office Supplies			\$500
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IHA DR Program Expense			1,000
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WYS DR Office Supplies			<u>200</u>
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SUBTOTAL DR ADMINISTRATIVE SERVICES AND SUPPLIES:			\$1,700
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DR OPERATING EXPENSES⁽⁶⁾

IHA DR Mileage ⁽⁷⁾			\$1,500
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IHA DR Staff Training			500
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IHA DR Telephone/Internet			1,866
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WTLC DR Mileage ⁽⁷⁾			177
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WYS DR Insurance			100
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WYS DR Mileage ⁽⁷⁾			240
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WYS DR Staff Training			<u>100</u>
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SUBTOTAL DR OPERATING EXPENSES:			\$4,483
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DR INDIRECT COSTS

IHA DR Indirect Costs			<u>\$3,079</u>
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SUBTOTAL DR INDIRECT COSTS:			\$3,079
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SUBTOTAL DR SALARIES, ADMINISTRATIVE SERVICES SUPPLIES AND OPERATING EXPENSES:			\$125,000
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FAMILY STABILIZATION (FS) PROGRAM:FS SALARIES⁽⁶⁾

IHA FS Family Support Specialist (Svc. 5.19)	1.00	\$16.83	<u>\$35,006</u>
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SUBTOTAL FS SALARIES:			\$35,006
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1	IHA FS Benefits (19.71%) ⁽³⁾⁽⁴⁾	6,900
2	SUBTOTAL FS SALARIES AND BENEFITS:	\$41,906
3	<u>FS Participant Related Services and Expense</u>	
4	IHA FS Family Stabilization Support Funds	\$56,541
5	SUBTOTAL FS PARTICIPANTS RELATED SERVICES AND EXPENSE:	\$56,541
6	<u>FS ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁶⁾</u>	
7	<u>SUPPLIES</u>	
8	IHA FS Computer and Printer	\$500
9	IHA FS Office Supplies	1,000
10	IHA FS Program Expenses	1,000
11	SUBTOTAL FS ADMINISTRATIVE SERVICES AND SUPPLIES:	\$2,500
12	<u>FS OPERATING EXPENSES⁽⁶⁾</u>	
13	IHA FS Internet/Telephone Expense	\$1,866
14	IHA FS Mileage ⁽⁷⁾	1,000
15	SUBTOTAL FS OPERATING EXPENSES:	\$2,866
16	<u>FS INDIRECT COSTS</u>	
17	IHA FS Indirect Cost	\$9,727
18	SUBTOTAL FS INDIRECT COSTS:	\$9,727
19	SUBTOTAL ALL FS PROGRAM SALARIES AND BENEFITS, PARTICIPANTS RELATED SERVICES AND EXPENSE, ADMINISTRATIVE SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:	\$113,540
20	SUBTOTAL ALL FRC, DR AND FS PROGRAMS:	\$538,540
21	MAXIMUM COUNTY OBLIGATION	\$538,540

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

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

(3) Employee Benefits may include contributions to 401k or retirement

1 plans: health insurance; dental insurance; life, vision insurance; long-
2 term/short-term disability insurance; life and disability insurance; payroll
3 taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and
4 Worker's Compensation Tax, based on the currently prevailing rates, and
5 vacation/sick time accrual as specified in footnotes four (4) and/or five (5)
6 below. IHA's overall benefit rate shall not exceed (19.71)% of actual salary
7 expense claimed. BGCLH's overall benefit rate shall not exceed (17.65)% of
8 actual salary expense claimed. PLC's overall benefit rate shall not exceed
9 (8.65)% of actual salary expense claimed. WYS' overall benefit rate shall not
10 exceed twenty-one percent (21)% of actual salary expense claimed. WTLC shall
11 not claim any benefits.

12 ⁽⁴⁾ The Salary and Benefit Worksheet submitted as part of the monthly
13 invoice packet will include an amount contributed to CONTRACTOR's liability
14 account established specifically for the purpose of funding vacation/sick time
15 accrual payouts. Actual vacation/sick time expenditures will be paid from the
16 aforementioned liability account and will not be claimed through this
17 Agreement.

18 ⁽⁵⁾ An actual expenditure for a vacation/sick time accrual payment, paid
19 to an employee upon separation in accordance with CONTRACTOR's established
20 policy, will be included as an itemized amount on the Salary and Benefit
21 Worksheet submitted as part of CONTRACTOR's monthly invoice packet. The
22 amount eligible for reimbursement shall be limited to the amount of
23 vacation/sick time earned by the employee during the COUNTY fiscal year in
24 which the claim is made, minus any vacation/sick time the employee used during
25 the same fiscal year. For example, if an employee separates on February 15,
26 2016, the vacation/sick time accrual amount eligible for reimbursement through
27 the Agreement shall be based upon the period of July 1, 2015 through February
28 15, 2016 only

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

5 ⁽⁷⁾ Mileage is limited to the amount allowed by Internal Revenue Service.

6 14. STAFF

7 14.1 Recruitment Practices:

8 14.1.1 CONTRACTOR shall use a formal recruitment plan, which
9 complies with Federal and State employment and labor regulations. CONTRACTOR
10 shall hire staff with the education, language skills, and experience necessary
11 to appropriately perform all functions as described in this Agreement.

12 14.1.2 The number of direct service bilingual staff shall meet
13 the needs of the community to be served.

14 14.1.3 CONTRACTOR may be required to submit employer's bilingual
15 certification criteria and/or test results.

16 14.2 CONTRACTOR shall specify the FTE percentage for each service for
17 staff that provides more than one service. The combined FTE for any
18 individual staff may not exceed a 1.0 maximum.

19 CONTRACTOR shall provide the following described staff positions:

20 14.3 Administrative Assistant (PLC):

21 14.3.1 Duties: Staff Legal Clinics, conduct intake on cases,
22 assist attorneys in providing legal services, and coordinate efforts of
23 volunteers providing legal services.

24 14.3.2 Qualifications: Possess a valid California driver's
25 license and good driving record, and own transportation and drivers insurance.
26 Proficiency in English and bilingual in Spanish is required.

27 14.4 Attorney (PLC):

28 14.4.1 Duties: Staff Legal Clinics, conduct intake on cases,

1 provide legal services to FRC PARTICIPANTS, coordinate efforts of volunteers
2 providing legal services, and supervise PLC Administrative Assistant staff.

3 14.4.2 Qualifications: Eligible to practice law in California
4 and member in good standing with the State Bar of California. Possess a valid
5 California driver's license and good driving record. Proficiency in English
6 and bilingual in Spanish is required.

7 14.5 Childcare Worker (B&GCLH):

8 14.5.1 Duties: Provide child care activities at the FRC to
9 children of PARTICIPANTS attending FRC services, including childcare for DR
10 and FS services if applicable, communicate with FRC Coordinator and agency
11 supervisor, attend all required meetings and trainings, and complete required
12 documentation.

13 14.5.2 Qualifications: College student with high school diploma
14 or equivalent and one (1) year of childcare experience, including working with
15 infants, ability to deal with stressful situations, and be creative and
16 energetic. Proficiency in English is required and bilingual, based on
17 community language need, is preferred.

18 14.6 Clinical Supervisor (WYS):

19 14.6.1 Duties: Provide individual and group supervision as
20 applicable, clinical supervision for counseling services, case consultation to
21 FRC staff as needed, monitor cases, be available for crisis and clinical
22 consultation as needed, review documents for clinical content, verify the laws
23 of confidentiality, and ensure that child and elder/dependent adult abuse
24 reporting are followed-up on every case consult. Ensure accuracy of paperwork
25 and data entered into the FaCT database and attend all required meetings and
26 trainings.

27 14.6.2 Qualifications: Licensed Clinical Social Worker (LCSW),
28 Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist and a

1 minimum of two (2) years of clinical supervision experience. Proficiency in
2 English is required.

3 14.7 Community Education Supervisor (WTLC):

4 14.7.1 Duties: Oversee the PEP/Community Education Program for
5 WTLC, work with staff to ensure contract requirements are met, report any
6 issues to WTLC Director and fill in for direct services staff when needed.

7 14.7.2 Qualifications: Minimum of four (4) years of supervisory
8 experience, completion of mandated forty (40) hour domestic violence training,
9 completion of Child Abuse and Reporting training and completion of PEP
10 training. Proficiency in English, and bilingual, based on community language
11 need, is required.

12 14.8 Community Engagement Volunteer Coordinator (IHA):

13 14.8.1 Duties: Assist in advocacy for the expansion of the FRC
14 CEAC, programs, and activities focusing on issues that affects the health,
15 well-being, and public safety of residents in the FRC community. Oversee
16 community organizing, volunteer recruitment and training, problem solving, and
17 developing and implementing an outreach plan. Support the efforts of local
18 programs to explore donation and service opportunities for the FRC, develop
19 and promote FRC volunteer project activities, develop and maintain regular
20 contact with community organizations, coordinate and communicate with FRC
21 Coordinator, attend all required meetings and trainings, administer FaCT-
22 approved measurement tools, and enter results into the FaCT database.

23 14.8.2 Qualifications: Bachelor's degree in human services or
24 related field from an accredited university; two (2) years of experience
25 working with at-risk families and the community, including one (1) year
26 supervisory experience; knowledge of public and private social services
27 agencies, community resources, including Federal and State programs; capable
28 of relating well to individuals from diverse backgrounds, cultures, varied

1 income, and education levels; and computer competency. Proficiency in English
2 is required, and bilingual, based on community language need, is preferred.

3 14.9 Counselor (WYS):

4 14.9.1 Duties: Provide counseling services including
5 assessment, treatment planning, termination, and documentation. Administer
6 FaCT approved pre/post measurement tools and enter results into the FaCT
7 Database.

8 14.9.2 Qualifications: Licensed clinician, or under the
9 supervision of a licensed clinician or a qualified mental health professional
10 under clinical supervision including MFT Intern, Academy of Certified Social
11 Workers with addition of Masters in Social Work Intern or MFT Trainee enrolled
12 in an accredited graduate program under clinical supervision. Proficiency in
13 English and bilingual, based on community language need, is required

14 14.10 DR Alcohol And Drug Counselor (TGC):

15 14.10.1 Duties: Provide DR Alcohol and Drug Counseling services,
16 telephone assessment for new referrals, crisis intervention as needed,
17 substance abuse intakes, complete all required documents, work with court
18 mandated programs as applicable, submit PARTICIPANT files for review, collect
19 data for FRC, and other duties as assigned.

20 14.10.2 Qualifications: Possess a valid State of California
21 Substance Abuse Treatment Certificate and a minimum of two (2) years of
22 experienced in working with children and families with alcohol and drug
23 issues. Proficiency in English is required and bilingual in Spanish
24 preferred.

25 14.11 DR CMT Clinical Supervisor (WYS):

26 14.11.1 Duties: Facilitate case management team group process,
27 ensure thorough assessment and linkages for families to resources, and ensure
28 team and/or staff members follow up on all mandated reporting requirements.

1 Responsibilities include, but are not limited to:

2 14.11.1.1 Verify and track attendance of required DR
3 CMT members;

4 14.11.1.2 Ensure PARTICIPANT confidentiality/release
5 forms are signed by PARTICIPANT and DR CMT members;

6 14.11.1.3 Review the laws of confidentiality and child,
7 elder/dependent adult abuse reporting on an annual basis and ensure compliance
8 for each case presented;

9 14.11.1.4 Ensure all DR CMT cases conferenced are
10 multiple needs cases (i.e., not just information and referral);

11 14.11.1.5 Facilitate weekly review of DR CMT cases,
12 including a thorough assessment of needs, treatment plan, and termination;

13 14.11.1.6 Provide and coordinate ongoing cross-training
14 to DR CMT on clinical training needs;

15 14.11.1.7 Ensure families are invited to the DR CMT
16 meetings;

17 14.11.1.8 Maintain a binder of weekly case logs and
18 registration forms for each case conferenced at DR CMT;

19 14.11.1.9 Complete standardized DR CMT assessment
20 tools, ensuring COUNTY required DR CMT data is accurately entered into FaCT
21 database; and

22 14.11.1.10 Actively engage new collaborative partners
23 and/or other COUNTY agency representatives to conference cases that would
24 benefit families.

25 14.11.2 Qualifications: LCSW, MFT, or Licensed Clinical
26 Psychologist. A minimum of one (1) year of group/meeting facilitation
27 experience is preferred. Proficiency in English is required.

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1 14.12 DR Family Support Specialist (IHA):

2 14.12.1 Duties: Provide DR Family Support Services; assess
3 family's needs; provide one-on-one support; assist families in crisis to
4 access resources to meet needs; provide referrals, advocacy, and case
5 management to families in the home, FRC and/or other locations; participate in
6 DR CMT meetings; assist families with completion of paperwork or forms;
7 coordinate information for PARTICIPANT referrals; ensure families are able to
8 access services; and service plan goals are attained; follow up with families
9 as needed; perform home, school, and other community site visits as needed;
10 work closely with Contractor Partner Agencies and SSA Social Workers;
11 coordinate with other service providers providing services to families;
12 compile, prepare, and submit data and reports as required by County; maintain
13 records; collect and input data into FaCT database; and attend all required
14 meetings and trainings.

15 14.12.2 Qualifications: Bachelor's degree in human services or
16 related field from an accredited university, knowledge of child welfare
17 system, and two (2) years of experience working directly with families in
18 crisis and the community is preferred. Proficiency in English is required and
19 bilingual, based on community language need, is required.

20 14.13 DR In-Home Family Specialist (IHA):

21 14.13.1 Duties: Provide DR In-Home Family Support Services,
22 individualized, need based services in the family's home; parent education and
23 support; resource brokering; coordinate with multiple service providers to
24 prevent abuse and out of home placement; provide DR crisis intervention
25 including assessment and stabilization of immediate crisis and resource
26 linkage; prepare and submit data and reports as required by ADMINISTRATOR;
27 collect and input data into FaCT database; and attend all required meetings
28 and trainings.

1 14.13.2 Qualifications: Bachelor's degree (Master's degree
2 preferred) in social work or related field from an accredited university;
3 knowledge of child welfare system; two (2) years of experience working
4 directly with children and families; possess excellent verbal and written
5 communication skills; and ability to work in a multicultural environment.
6 Proficiency in English is required and bilingual, based on community language
7 need, is required.

8 14.14 Family Support Specialist (IHA):

9 14.14.1 Duties: Assess needs and assist families to access
10 resources to meet those needs, including court ordered families to facilitate
11 family reunification; case planning; compile and maintain records; prepare
12 reports; present cases at CMT meetings; complete FaCT-approved assessment
13 tools; data entry into FaCT-approved database; and attend all required
14 meetings and trainings.

15 14.14.2 Qualifications: A minimum of five (5) years of
16 experience working directly with families in crisis and the community and
17 knowledge of the child welfare system. Bachelor's degree in human services is
18 preferred. Proficiency in English and bilingual, based on community language
19 need, is required.

20 14.15 Foster and Adoptive Parent Recruiter (IHA):

21 14.15.1 Duties: Responsible for promoting, at community
22 events/workshops and other local community events in collaboration with
23 ADMINISTRATOR, the need for foster and adoptive resources for children in need
24 of a permanent home.

25 14.15.2 Qualifications: High school diploma or equivalent, one
26 (1) year of experience working directly with families in crisis and community,
27 knowledge of local resources, excellent customer service skills, and computer
28 competency. Proficiency in English and bilingual, based on community language

1 need, is required.

2 14.16 FRC CMT Clinical Supervisor (WYS):

3 14.16.1 Duties: Facilitate case management team group process,
4 ensure thorough assessment and linkages for families to resources, and ensure
5 team and/or staff members follow up on all mandated reporting requirements.
6 Responsibilities include, but are not limited to:

7 14.16.1.1 Verify and track attendance of required FRC
8 CMT members;

9 14.16.1.2 Ensure PARTICIPANT confidentiality/release
10 forms are signed by PARTICIPANT and FRC CMT members;

11 14.16.1.3 Review the laws of confidentiality and child,
12 elder/dependent adult abuse reporting on an annual basis and ensure compliance
13 for each case presented;

14 14.16.1.4 Ensure all FRC CMT cases conferenced are
15 multiple needs cases (i.e., not just information and referral);

16 14.16.1.5 Facilitate weekly review of FRC CMT cases,
17 including a thorough assessment of needs, treatment plan, and termination;

18 14.16.1.6 Provide and coordinate ongoing cross-training
19 to FRC CMT on clinical training needs;

20 14.16.1.7 Ensure families are invited to the FRC CMT
21 meetings;

22 14.16.1.8 Maintain a binder of weekly case logs and
23 registration forms for each case conferenced at FRC CMT;

24 14.16.1.9 Complete standardized FRC CMT assessment
25 tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT
26 database; and

27 14.16.1.10 Actively engage new collaborative partners
28 and/or other COUNTY agency representatives to conference cases that would

1 benefit families.

2 14.16.2 Qualifications: LCSW, MFT, or Licensed Clinical
3 Psychologist. A minimum of one (1) year of group/meeting facilitation
4 experience is preferred. Proficiency in English is required.

5 14.17 FRC Coordinator (IHA):

6 14.17.1 Duties: Perform a variety of administrative functions
7 including; coordinate service providers; supervise FRC staff; oversee day-to-
8 day FRC operations; compile statistical and financial data for various
9 reports; facilitate CEAC community involvement; coordinate governance and
10 policy procedure development; coordinate staff training opportunities; prepare
11 and monitor program budget; market FRC services within the community; initiate
12 outreach to new partners and service providers; respond to public inquires on
13 FRC services, procedures, operations, and regulations; facilitate Contractor
14 Partner Agencies and staff meetings and ensure completion of meeting minutes;
15 complete all required documentation; attend all required FaCT meetings and
16 trainings; collaborate with the COUNTY in promoting Foster/Adoptive Parent
17 Recruitment Services at community events/workshops and other local community
18 events the need for foster and adoptive resources for children in need of a
19 permanent home; and perform related duties as assigned.

20 14.17.2 Qualifications: Bachelor's degree (Master's degree
21 preferred) in social work, sociology, psychology, or related field from an
22 accredited university and two (2) years of experience working with at-risk
23 families and the community; knowledge of the child welfare system; capable of
24 relating well to individuals from diverse backgrounds, cultures, varied
25 income, and education levels; supervisory experience in management; ability to
26 work successfully in a collaborative environment; attention to detail; and
27 computer competency. Proficiency in English is required and bilingual, based
28 on community language need, is preferred.

1 14.18 FS Family Support Specialist (IHA):

2 14.18.1 Duties: Provide FS Family Support Services; assess
3 PARTICIPANT's needs; provide one-on-one support; assist families in crisis to
4 access resources to meet needs; attend and participate in CMT meetings; assist
5 PARTICIPANTS with the completion of necessary paperwork or forms; coordinate
6 information for PARTICIPANTS referrals; ensure PARTICIPANTS are able to access
7 services; follow up with PARTICIPANTS, as needed; perform home, school, or
8 other community site visits, as needed; work closely with Contractor Partner
9 Agencies and SSA Social Workers; coordinate with other service providers
10 providing services to PARTICIPANTS; compile, prepare, and submit data and
11 reports as required by COUNTY; maintain records; and attend all required
12 meetings and trainings.

13 14.18.2 Qualifications: Bachelor's degree in human services or
14 related field from an accredited university, knowledge of the child welfare
15 system, and two (2) years of experience working directly with families in
16 crisis and the community is preferred. Proficiency in English is required and
17 bilingual, based on community language need, is preferred.

18 14.19 Information and Referral Specialist (IHA):

19 14.19.1 Duties: Responsible for responding to walk-in, call-in,
20 and referred families seeking community resources. Assess PARTICIPANT's
21 immediate needs and make referrals to appropriate resources. Administer FaCT-
22 approved measurement tool and enter results into the FaCT database.
23 Collaborate with COUNTY and FRC Coordinator in promoting at community
24 events/workshops and other local community events and in collaboration with
25 COUNTY, the need for foster and adoptive resources for children in need of a
26 permanent home.

27 14.19.2 Qualifications: High school diploma or equivalent
28 (bachelor's degree in human services or related field preferred); one (1) year

1 of experience working directly with families in crisis, knowledge of local
2 resources, excellent customer service skills, and computer competency.
3 Proficiency in English and bilingual, based on community language need, is
4 required.

5 14.20 OST Leader (B&GCLH):

6 14.20.1 Duties: Provide supervision and Out-of-School-Time
7 activities to children and youth based on community need, monitor attendance,
8 and ensure the health and safety of the children is maintained at all times.
9 Coordinate and communicate with FRC Coordinator, attend all required meetings,
10 administer FaCT-approved measurement tools, and enter results into the FaCT-
11 approved database.

12 14.20.2 Qualifications: High school diploma or equivalent,
13 twelve (12) units of child development or related course work, and one (1)
14 year of experience working with children is required. Proficiency in English
15 is required, and bilingual, based on community language need, is preferred.

16 14.21 Parenting Educator (WYS):

17 14.21.1 Duties: Teach parenting education classes, administer
18 FaCT-approved pre/post measurement tools, and enter the results into FaCT
19 database.

20 14.21.2 Qualifications: Possess twelve (12) units of college
21 education in child development, psychology, sociology, social work, or a
22 related field; one (1) year of experience working in the human services field;
23 and trained and/or certified to provide the CONTRACTOR's chosen evidence-based
24 or evidence-informed curriculum. Proficiency in English and bilingual, based
25 on community need, is required.

26 14.22 PEP Instructor (WTLC):

27 14.22.1 Duties: Provide and instruct PEP services, administer
28 FaCT-approved pre/post measurement tools, and enter results into the FaCT

1 database.

2 14.22.2 Qualifications: Possess a minimum of three (3) years of
3 experience working with domestic violence families, forty (40) hours of
4 Domestic Violence Prevention training, eight (8) hours of Child Abuse
5 Prevention and Reporting Training, and completion of Personal Empowerment
6 Program Training. A valid Domestic Violence Advocate Certificate is required.
7 Proficiency in English and bilingual, based on community language need, is
8 required.

9 14.23 Program Director (WYS):

10 14.23.1 Duties: Responsible for overseeing all WYS services
11 contracted with FaCT, supervising WYS FaCT-contracted staff, completing
12 required reports and documentation, and attending all required meetings.

13 14.23.2 Qualifications: Licensed clinician or Psychologist and a
14 minimum of two (2) years post licensure experience. Maintain current
15 California licensure and abide by Board of Behavioral Sciences and/or Board of
16 Psychology ethical standards; experience in administration of mental health
17 services; strong preference for administering multidisciplinary mental health
18 services; ability to provide competent and clear direction and leadership;
19 experience in working with allied professionals including COUNTY and FRC
20 staff; and an extensive working knowledge of clinical standards of child abuse
21 reporting and program development. Proficiency in English is required.

22 14.24 TLFR Family Fun Activities Leader (IHA):

23 14.24.1 Duties: Provide supervision and TLFR Family Fun
24 Activities to children and youth in the reunification process, monitor
25 attendance, and ensure the health and safety of the children is maintained at
26 all times. Coordinate events with FRC Coordinator, attend all required
27 meetings, administer FaCT-approved measurement tools, and enter results into
28 the FaCT-approved database.

1 14.24.2 Qualifications: A minimum of twelve (12) units of
2 college education in child development, education, psychology, sociology,
3 social work, health, recreation, business, or related field; one (1) year of
4 experience working with families and/or children; and one (1) year of
5 experience facilitating groups and/or workshops. Proficiency in English is
6 required and bilingual, based on community language need, is preferred.

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