

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 CITY OF GARDEN GROVE
6 AND
7 BOYS TOWN CALIFORNIA, INC.
8 AND
9 INTERVAL HOUSE
10 AND
11 TEAM OF ADVOCATES FOR SPECIAL KIDS, INC.
12 FOR THE PROVISION OF
13 SERVICES PROMOTING SAFE AND STABLE FAMILIES
14

15 THIS AGREEMENT, entered into this 1st day of July 1, 2015, which date is
16 particularized for purpose of reference only, is by and between the COUNTY OF
17 ORANGE, hereinafter referred to as "COUNTY," and City of Garden Grove, a
18 California municipal agency; Boys Town California, Inc., a California non-
19 profit corporation; Interval House, a California non-profit corporation; and
20 Team of Advocates for Special Kids, Inc., a California non-profit corporation;
21 hereinafter collectively referred to as "MAGNOLIA PARK FAMILY RESOURCE CENTER"
22 or "CONTRACTOR." The City of Garden Grove, Boys Town California, Inc.,
23 Interval House, and Team of Advocates for Special Kids, Inc. may each also be
24 referred to as "Contractor Partner Agencies." This Agreement shall be
25 administered by the County of Orange Social Services Agency Director or
26 designee, hereinafter referred to as "ADMINISTRATOR."

27 ///

28 ///

W I T N E S S E T H:

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

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

///

///

///

///

///

///

///

///

TABLE OF CONTENTS

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

Exhibit A

1.	POPULATION TO BE SERVED	1
2.	PSSF & CBCAP FUNDING REQUIREMENTS	2
3.	HOURS OF OPERATION	5
4.	FaCT GENERAL REQUIREMENTS	5
5.	SERVICES	7
6.	ADDITIONAL CONTRACTOR RESPONSIBILITIES	25
7.	FACILITIES	27
8.	DATA ENTRY AND DATA SUBMISSION REQUIREMENTS	27
9.	REPORTS	30
10.	UTILIZATION REVIEW	30
11.	SUSTAINABILITY	31
12.	MEETINGS AND TRAININGS:	32
13.	BUDGET	32
14.	STAFF	38

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.

///

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

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

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

16 5. LICENSES AND STANDARDS

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

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

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

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

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

6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

6.1 Delegation and Assignment:

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

///

///

///

6.2 Subcontracts:

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

6.2.1 Subcontracts of \$25,000 or less:

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

6.2.2 Subcontracts in excess of \$25,000:

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

subcontractor's performance until completion of services.

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

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

7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

7.1 Form of Business Organization:

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

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

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

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

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 paid
28 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 to
5 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.

describing such changes.

8. NON-DISCRIMINATION

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

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

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

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

8.5 Non-Discrimination in Employment:

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

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

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

California Department of Social Services

Public Inquiry and Response Bureau

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

Sacramento, CA 94244-2430

Telephone: (800) 952-5253

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

8.6 Non-Discrimination in Service Delivery:

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

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

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

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

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

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

9. NOTICES

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

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

CONTRACTOR: Magnolia Park Family Resource Center
c/o City of Garden Grove
11402 Magnolia Street
Garden Grove, CA 92841

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	City of Garden Grove, (City); Boys Town California, Inc. (BTC); Interval House (IH); and Team of Advocates for Special Kids (TASK)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	City, BTC, IH, and TASK
Workers' Compensation	Statutory	City, BTC, IH, and TASK
Employer's Liability Insurance	\$1,000,000 per occurrence	City, BTC, IH, and TASK
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	City, and BTC
Sexual Misconduct Liability	\$1,000,000 per occurrence	City, BTC, IH, and TASK

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:

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

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

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

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

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

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

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

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

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 ///
28 ///
29 ///
30 ///
31 ///
32 ///
33 ///
34 ///
35 ///
36 ///
37 ///
38 ///
39 ///
40 ///
41 ///
42 ///
43 ///
44 ///
45 ///
46 ///
47 ///
48 ///
49 ///
50 ///
51 ///
52 ///
53 ///
54 ///
55 ///
56 ///
57 ///
58 ///
59 ///
60 ///
61 ///
62 ///
63 ///
64 ///
65 ///
66 ///
67 ///
68 ///
69 ///
70 ///
71 ///
72 ///
73 ///
74 ///
75 ///
76 ///
77 ///
78 ///
79 ///
80 ///
81 ///
82 ///
83 ///
84 ///
85 ///
86 ///
87 ///
88 ///
89 ///
90 ///
91 ///
92 ///
93 ///
94 ///
95 ///
96 ///
97 ///
98 ///
99 ///
100 ///
101 ///
102 ///
103 ///
104 ///
105 ///
106 ///
107 ///
108 ///
109 ///
110 ///
111 ///
112 ///
113 ///
114 ///
115 ///
116 ///
117 ///
118 ///
119 ///
120 ///
121 ///
122 ///
123 ///
124 ///
125 ///
126 ///
127 ///
128 ///
129 ///
130 ///
131 ///
132 ///
133 ///
134 ///
135 ///
136 ///
137 ///
138 ///
139 ///
140 ///
141 ///
142 ///
143 ///
144 ///
145 ///
146 ///
147 ///
148 ///
149 ///
150 ///
151 ///
152 ///
153 ///
154 ///
155 ///
156 ///
157 ///
158 ///
159 ///
160 ///
161 ///
162 ///
163 ///
164 ///
165 ///
166 ///
167 ///
168 ///
169 ///
170 ///
171 ///
172 ///
173 ///
174 ///
175 ///
176 ///
177 ///
178 ///
179 ///
180 ///
181 ///
182 ///
183 ///
184 ///
185 ///
186 ///
187 ///
188 ///
189 ///
190 ///
191 ///
192 ///
193 ///
194 ///
195 ///
196 ///
197 ///
198 ///
199 ///
200 ///
201 ///
202 ///
203 ///
204 ///
205 ///
206 ///
207 ///
208 ///
209 ///
210 ///
211 ///
212 ///
213 ///
214 ///
215 ///
216 ///
217 ///
218 ///
219 ///
220 ///
221 ///
222 ///
223 ///
224 ///
225 ///
226 ///
227 ///
228 ///
229 ///
230 ///
231 ///
232 ///
233 ///
234 ///
235 ///
236 ///
237 ///
238 ///
239 ///
240 ///
241 ///
242 ///
243 ///
244 ///
245 ///
246 ///
247 ///
248 ///
249 ///
250 ///
251 ///
252 ///
253 ///
254 ///
255 ///
256 ///
257 ///
258 ///
259 ///
260 ///
261 ///
262 ///
263 ///
264 ///
265 ///
266 ///
267 ///
268 ///
269 ///
270 ///
271 ///
272 ///
273 ///
274 ///
275 ///
276 ///
277 ///
278 ///
279 ///
280 ///
281 ///
282 ///
283 ///
284 ///
285 ///
286 ///
287 ///
288 ///
289 ///
290 ///
291 ///
292 ///
293 ///
294 ///
295 ///
296 ///
297 ///
298 ///
299 ///
300 ///
301 ///
302 ///
303 ///
304 ///
305 ///
306 ///
307 ///
308 ///
309 ///
310 ///
311 ///
312 ///
313 ///
314 ///
315 ///
316 ///
317 ///
318 ///
319 ///
320 ///
321 ///
322 ///
323 ///
324 ///
325 ///
326 ///
327 ///
328 ///
329 ///
330 ///
331 ///
332 ///
333 ///
334 ///
335 ///
336 ///
337 ///
338 ///
339 ///
340 ///
341 ///
342 ///
343 ///
344 ///
345 ///
346 ///
347 ///
348 ///
349 ///
350 ///
351 ///
352 ///
353 ///
354 ///
355 ///
356 ///
357 ///
358 ///
359 ///
360 ///
361 ///
362 ///
363 ///
364 ///
365 ///
366 ///
367 ///
368 ///
369 ///
370 ///
371 ///
372 ///
373 ///
374 ///
375 ///
376 ///
377 ///
378 ///
379 ///
380 ///
381 ///
382 ///
383 ///
384 ///
385 ///
386 ///
387 ///
388 ///
389 ///
390 ///
391 ///
392 ///
393 ///
394 ///
395 ///
396 ///
397 ///
398 ///
399 ///
400 ///
401 ///
402 ///
403 ///
404 ///
405 ///
406 ///
407 ///
408 ///
409 ///
410 ///
411 ///
412 ///
413 ///
414 ///
415 ///
416 ///
417 ///
418 ///
419 ///
420 ///
421 ///
422 ///
423 ///
424 ///
425 ///
426 ///
427 ///
428 ///
429 ///
430 ///
431 ///
432 ///
433 ///
434 ///
435 ///
436 ///
437 ///
438 ///
439 ///
440 ///
441 ///
442 ///
443 ///
444 ///
445 ///
446 ///
447 ///
448 ///
449 ///
450 ///
451 ///
452 ///
453 ///
454 ///
455 ///
456 ///
457 ///
458 ///
459 ///
460 ///
461 ///
462 ///
463 ///
464 ///
465 ///
466 ///
467 ///
468 ///
469 ///
470 ///
471 ///
472 ///
473 ///
474 ///
475 ///
476 ///
477 ///
478 ///
479 ///
480 ///
481 ///
482 ///
483 ///
484 ///
485 ///
486 ///
487 ///
488 ///
489 ///
490 ///
491 ///
492 ///
493 ///
494 ///
495 ///
496 ///
497 ///
498 ///
499 ///
500 ///
501 ///
502 ///
503 ///
504 ///
505 ///
506 ///
507 ///
508 ///
509 ///
510 ///
511 ///
512 ///
513 ///
514 ///
515 ///
516 ///
517 ///
518 ///
519 ///
520 ///
521 ///
522 ///
523 ///
524 ///
525 ///
526 ///
527 ///
528 ///
529 ///
530 ///
531 ///
532 ///
533 ///
534 ///
535 ///
536 ///
537 ///
538 ///
539 ///
540 ///
541 ///
542 ///
543 ///
544 ///
545 ///
546 ///
547 ///
548 ///
549 ///
550 ///
551 ///
552 ///
553 ///
554 ///
555 ///
556 ///
557 ///
558 ///
559 ///
560 ///
561 ///
562 ///
563 ///
564 ///
565 ///
566 ///
567 ///
568 ///
569 ///
570 ///
571 ///
572 ///
573 ///
574 ///
575 ///
576 ///
577 ///
578 ///
579 ///
580 ///
581 ///
582 ///
583 ///
584 ///
585 ///
586 ///
587 ///
588 ///
589 ///
590 ///
591 ///
592 ///
593 ///
594 ///
595 ///
596 ///
597 ///
598 ///
599 ///
600 ///
601 ///
602 ///
603 ///
604 ///
605 ///
606 ///
607 ///
608 ///
609 ///
610 ///
611 ///
612 ///
613 ///
614 ///
615 ///
616 ///
617 ///
618 ///
619 ///
620 ///
621 ///
622 ///
623 ///
624 ///
625 ///
626 ///
627 ///
628 ///
629 ///
630 ///
631 ///
632 ///
633 ///
634 ///
635 ///
636 ///
637 ///
638 ///
639 ///
640 ///
641 ///
642 ///
643 ///
644 ///
645 ///
646 ///
647 ///
648 ///
649 ///
650 ///
651 ///
652 ///
653 ///
654 ///
655 ///
656 ///
657 ///
658 ///
659 ///
660 ///
661 ///
662 ///
663 ///
664 ///
665 ///
666 ///
667 ///
668 ///
669 ///
670 ///
671 ///
672 ///
673 ///
674 ///
675 ///
676 ///
677 ///
678 ///
679 ///
680 ///
681 ///
682 ///
683 ///
684 ///
685 ///
686 ///
687 ///
688 ///
689 ///
690 ///
691 ///
692 ///
693 ///
694 ///
695 ///
696 ///
697 ///
698 ///
699 ///
700 ///
701 ///
702 ///
703 ///
704 ///
705 ///
706 ///
707 ///
708 ///
709 ///
710 ///
711 ///
712 ///
713 ///
714 ///
715 ///
716 ///
717 ///
718 ///
719 ///
720 ///
721 ///
722 ///
723 ///
724 ///
725 ///
726 ///
727 ///
728 ///
729 ///
730 ///
731 ///
732 ///
733 ///
734 ///
735 ///
736 ///
737 ///
738 ///
739 ///
740 ///
741 ///
742 ///
743 ///
744 ///
745 ///
746 ///
747 ///
748 ///
749 ///
750 ///
751 ///
752 ///
753 ///
754 ///
755 ///
756 ///
757 ///
758 ///
759 ///
760 ///
761 ///
762 ///
763 ///
764 ///
765 ///
766 ///
767 ///
768 ///
769 ///
770 ///
771 ///
772 ///
773 ///
774 ///
775 ///
776 ///
777 ///
778 ///
779 ///
780 ///
781 ///
782 ///
783 ///
784 ///
785 ///
786 ///
787 ///
788 ///
789 ///
790 ///
791 ///
792 ///
793 ///
794 ///
795 ///
796 ///
797 ///
798 ///
799 ///
800 ///
801 ///
802 ///
803 ///
804 ///
805 ///
806 ///
807 ///
808 ///
809 ///
810 ///
811 ///
812 ///
813 ///
814 ///
815 ///
816 ///
817 ///
818 ///
819 ///
820 ///
821 ///
822 ///
823 ///
824 ///
825 ///
826 ///
827 ///
828 ///
829 ///
830 ///
831 ///
832 ///
833 ///
834 ///
835 ///
836 ///
837 ///
838 ///
839 ///
840 ///
841 ///
842 ///
843 ///
844 ///
845 ///
846 ///
847 ///
848 ///
849 ///
850 ///
851 ///
852 ///
853 ///
854 ///
855 ///
856 ///
857 ///
858 ///
859 ///
860 ///
861 ///
862 ///
863 ///
864 ///
865 ///
866 ///
867 ///
868 ///
869 ///
870 ///
871 ///
872 ///
873 ///
874 ///
875 ///
876 ///
877 ///
878 ///
879 ///
880 ///
881 ///
882 ///
883 ///
884 ///
885 ///
886 ///
887 ///
888 ///
889 ///
890 ///
891 ///
892 ///
893 ///
894 ///
895 ///
896 ///
897 ///
898 ///
899 ///
900 ///
901 ///
902 ///
903 ///
904 ///
905 ///
906 ///
907 ///
908 ///
909 ///
910 ///
911 ///
912 ///
913 ///
914 ///
915 ///
916 ///
917 ///
918 ///
919 ///
920 ///
921 ///
922 ///
923 ///
924 ///
925 ///
926 ///
927 ///
928 ///
929 ///
930 ///
931 ///
932 ///
933 ///
934 ///
935 ///
936 ///
937 ///
938 ///
939 ///
940 ///
941 ///
942 ///
943 ///
944 ///
945 ///
946 ///
947 ///
948 ///
949 ///
950 ///
951 ///
952 ///
953 ///
954 ///
955 ///
956 ///
957 ///
958 ///
959 ///
960 ///
961 ///
962 ///
963 ///
964 ///
965 ///
966 ///
967 ///
968 ///
969 ///
970 ///
971 ///
972 ///
973 ///
974 ///
975 ///
976 ///
977 ///
978 ///
979 ///
980 ///
981 ///
982 ///
983 ///
984 ///
985 ///
986 ///
987 ///
988 ///
989 ///
990 ///
991 ///
992 ///
993 ///
994 ///
995 ///
996 ///
997 ///
998 ///
999 ///
1000 ///
1001 ///
1002 ///
1003 ///
1004 ///
1005 ///
1006 ///
1007 ///
1008 ///
1009 ///
1010 ///
1011 ///
1012 ///
1013 ///
1014 ///
1015 ///
1016 ///
1017 ///
1018 ///
1019 ///
1020 ///
1021 ///
1022 ///
1023 ///
1024 ///
1025 ///
1026 ///
1027 ///
1028 ///
1029 ///
1030 ///
1031 ///
1032 ///
1033 ///
1034 ///
1035 ///
1036 ///
1037 ///
1038 ///
1039 ///
1040 ///
1041 ///
1042 ///
1043 ///
1044 ///
1045 ///
1046 ///
1047 ///
1048 ///
1049 ///
1050 ///
1051 ///
1052 ///
1053 ///
1054 ///
1055 ///
1056 ///
1057 ///
1058 ///
1059 ///
1060 ///
1061 ///
1062 ///
1063 ///
1064 ///
1065 ///
1066 ///
1067 ///
1068 ///
1069 ///
1070 ///
1071 ///
1072 ///
1073 ///
1074 ///
1075 ///
1076 ///
1077 ///
1078 ///
1079 ///
1080 ///
1081 ///
1082 ///
1083 ///
1084 ///
1085 ///
1086 ///
1087 ///
1088 ///
1089 ///
1090 ///
1091 ///
1092 ///
1093 ///
1094 ///
1095 ///
1096 ///
1097 ///
1098 ///
1099 ///
1100 ///
1101 ///
1102 ///
1103 ///
1104 ///
1105 ///
1106 ///
1107 ///
1108 ///
1109 ///
1110 ///
1111 ///
1112 ///
1113 ///
1114 ///
1115 ///
1116 ///
1117 ///
1118 ///
1119 ///
1120 ///
1121 ///
1122 ///
1123 ///
1124 ///
1125 ///
1126 ///
1127 ///
1128 ///
1129 ///
1130 ///
1131 ///
1132 ///
1133 ///
1134 ///
1135 ///
1136 ///
1137 ///
1138 ///
1139 ///
1140 ///
1141 ///
1142 ///
1143 ///
1144 ///
1145 ///
1146 ///
1147 ///
1148 ///
1149 ///
1150 ///
1151 ///
1152 ///
1153 ///
1154 ///
1155 ///
1156 ///
1157 ///
1158 ///
1159 ///
1160 ///
1161 ///
1162 ///
1163 ///
1164 ///
1165 ///
1166 ///
1167 ///
1168 ///
1169 ///
1170 ///
1171 ///
1172 ///
1173 ///
1174 ///
1175 ///
1176 ///
1177 ///
1178 ///
1179 ///
1180 ///
1181 ///
1182 ///
1183 ///
1184 ///
1185 ///
1186 ///
1187 ///
1188 ///
1189 ///
1190 ///
1191 ///
1192 ///
1193 ///
1194 ///
1195 ///
1196 ///
1197 ///
1198 ///
1199 ///
1200 ///
1201 ///
1202 ///
1203 ///
1204 ///
1205 ///
1206 ///
1207 ///
1208 ///
1209 ///
1210 ///
1211 ///
1212 ///
1213 ///
1214 ///
1215 ///
1216 ///
1217 ///
1218 ///
1219 ///
1220 ///
1221 ///
1222 ///
1223 ///
1224 ///
1225 ///
1226 ///
1227 ///
1228 ///
1229 ///
1230 ///
1231 ///
1232 ///
1233 ///
1234 ///
1235 ///
1236 ///
1237 ///
1238 ///
1239 ///
1240 ///
1241 ///
1242 ///
1243 ///
1244 ///
1245 ///
1246 ///
1247 ///
1248 ///
1249 ///
1250 ///
1251 ///
1252 ///
1253 ///
1254 ///
1255 ///
1256 ///
1257 ///
1258 ///
1259 ///
1260 ///
1261 ///
1262 ///
1263 ///
1264 ///
1265 ///
1266 ///
1267 ///
1268 ///
1269 ///
1270 ///
1271 ///
1272 ///
1273 ///
1274 ///
1275 ///
1276 ///
1277 ///
1278 ///
1279 ///
1280 ///
1281 ///
1282 ///
1283 ///
1284 ///
1285 ///
1286 ///
1287 ///
1288 ///
1289 ///
1290 ///
1291 ///
1292 ///
1293 ///
1294 ///
1295 ///
1296 ///
1297 ///
1298 ///
12

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

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

14. CONFLICT OF INTEREST

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

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

15. ANTI-PROSELYTISM PROVISION

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

16. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its

obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of ADMINISTRATOR.

17. EQUIPMENT

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

CONTRACTOR further agrees to the following:

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

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

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

17.1.4 To purchase a policy or policies of insurance covering

1 loss or damage to any and all Capital Equipment purchased under this
2 Agreement, in the amount of the full replacement value thereof, providing
3 protection against the classification of fire, extended coverage, vandalism,
4 malicious mischief and special extended perils (all risks) covering the
5 parties' interests as they appear.

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

13 17.3 Personal Computer Equipment:

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

22 18. BREACH SANCTIONS

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

28 ///

1 18.1 Afford CONTRACTOR a time period within which to cure the breach,
2 which period shall be established by ADMINISTRATOR; and/or

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

6 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
7 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

10 19. DESIGNATED LEAD AGENCY

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

26 ///

27 ///

28 ///

1 19.2 As the designated lead agent, City shall also be responsible for
2 activities that include but are not limited to the following:

3 19.2.1 Oversight of FRC services;

4 19.2.2 Employment and supervision of the FRC Coordinator;

5 19.2.3 Facilitating established meetings for Contractor Partner
6 Agencies and generating meeting minutes;

7 19.2.4 Coordinating a minimum of weekly case management
8 meetings;

9 19.2.5 Collecting and maintaining complete documentation for
10 invoices from Contractor Partner Agencies;

11 19.2.6 Overseeing the collection, maintenance, and management of
12 FRC data including outcome measurements from Contractor Partner Agencies;

13 19.2.7 Generating monthly reports (i.e. Service Grids) in
14 accordance with Paragraph 38 of this Agreement and Exhibit Paragraph 9 for
15 submission to COUNTY;

16 19.2.8 Reimbursing FaCT-funded Contractor Partner Agencies for
17 FaCT-funded services rendered prior to invoicing COUNTY;

18 19.2.9 Generating modification requests on the FRC's behalf for
19 submission to COUNTY;

20 19.2.10 Collecting information from Contractor Partner Agencies
21 and generating a monthly FRC activity calendar;

22 19.2.11 Coordinating FRC sustainability efforts referenced in
23 Exhibit "A", Subparagraph 11 of this Agreement;

24 19.2.12 Ensuring all Contractor Partner Agencies are current on
25 required documentation (e.g., insurance certificates, copies of
26 resumes/applications, independent audits);

27 19.2.13 Ensuring all Non-FaCT Funded Partner Agencies have a
28 current agreement with the FRC and provide copies of agreements to COUNTY upon

request;

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

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

19.2.16 Attending required FaCT meetings and mandatory trainings; and

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

20. PAYMENTS

20.1 Maximum Contractual Obligation:

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

20.2 Allowable Costs:

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

///

///

20.3 Claims:

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

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

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

20.3.4 Year End and Final Claims:

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

1 per each COUNTY fiscal year must be received, upon written notice to
2 CONTRACTOR.

3 20.3.4.2 The basis for final settlement shall be the
4 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or 48
5 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to
6 this Agreement; limited, however, to the maximum obligation of COUNTY. In the
7 event that any overpayment has been made, COUNTY may offset the amount of the
8 overpayment against the final payment. In the event overpayment exceeds the
9 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)
10 business days of notice from COUNTY. Nothing herein shall be construed as
11 limiting the remedies of COUNTY in the event an overpayment has been made.

12 21. OVERPAYMENTS

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

26 ///

27 ///

28 ///

22. OUTSTANDING DEBT

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

23. FINAL REPORT

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

24. INDEPENDENT AUDIT

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

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

1 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

2 25. RECORDS, INSPECTIONS AND AUDITS

3 25.1 Financial Records:

4 25.1.1 CONTRACTOR shall prepare and maintain accurate and
5 complete financial records. Financial records shall be retained, by
6 CONTRACTOR, for a minimum of five (5) years from the date of final payment
7 under this Agreement or until all pending COUNTY, State and Federal audits are
8 completed, whichever is later.

9 25.1.2 CONTRACTOR shall establish and maintain reasonable
10 accounting, internal control and financial reporting standards in conformity
11 with generally accepted accounting principles established by the American
12 Institute of Certified Public Accountants and to the satisfaction of
13 ADMINISTRATOR.

14 25.2 Client Records:

15 25.2.1 CONTRACTOR shall prepare and maintain accurate and
16 complete records of clients served and dates and type of services provided
17 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

18 25.2.2 All client records related to services provided under the
19 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
20 (5) years from the date of final payment under this Agreement or until all
21 pending COUNTY, State and Federal audits are completed, whichever is later.
22 Notwithstanding anything to the contrary, upon termination of this Agreement,
23 CONTRACTOR shall relinquish control with respect to client records to COUNTY
24 in accordance with Subparagraph 43.2.

25 25.2.3 COUNTY may refuse payment for a claim if client records
26 are determined by COUNTY to be incomplete or inaccurate. In the event client
27 records are determined to be incomplete or inaccurate after payment has been
28 made, COUNTY may treat such payment as an overpayment within the provisions of

1 this Agreement.

2 25.3 Public Records:

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

8 25.4 Inspections and Audits:

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

19 25.4.2 CONTRACTOR shall make its books and financial records
20 available within the borders of Orange County within ten (10) days of receipt
21 of written demand by ADMINISTRATOR.

22 25.4.3 In the event CONTRACTOR does not make available its books
23 and financial records within the borders of Orange County, CONTRACTOR agrees
24 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
25 designee, necessary to obtain CONTRACTOR's books and financial records.

26 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
27 COUNTY's liability to the State or Federal government or any agency thereof
28 resulting from any disallowances or other audit exceptions to the extent that

1 such liability is attributable to CONTRACTOR's failure to perform under this
2 Agreement.

3 25.5 Evaluation Studies:

4 25.5.1 CONTRACTOR shall participate as requested by COUNTY in
5 research and/or evaluative studies designed to show the effectiveness and/or
6 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
7 project.

8 26. PERSONNEL DISCLOSURE

9 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
10 all personnel providing services hereunder, including résumés and job
11 applications. Changes to the list will be immediately provided to
12 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
13 application. The list shall include:

14 26.1.1 Names of all full or part-time personnel by title,
15 including volunteer personnel, whose direct services are required to provide
16 the programs described herein;

17 26.1.2 A brief description of the functions of each position and
18 the hours each person works each week; or for part-time personnel, each day or
19 month, as appropriate;

20 26.1.3 The professional degree, if applicable, and experience
21 required for each position; and

22 26.1.4 The language skill, if applicable, for all personnel.

23 26.2 CONTRACTOR's employment applications shall require applicants to
24 provide detailed information regarding the conviction of a crime by any court,
25 for offenses other than minor traffic offenses. Information not disclosed in
26 the employment application discovered subsequent to the hiring or promotion of
27 any applicant shall be cause for termination of that employee from the
28 performance of services under this Agreement.

1 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
2 COUNTY, criminal record background checks on all employees and/or volunteers
3 who will provide services under this Agreement. Candidates will satisfy
4 background checks consistent with and comparable to those required for COUNTY
5 employees.

6 26.4 CONTRACTOR warrants that all persons employed or otherwise
7 assigned by CONTRACTOR to provide services under this Agreement have
8 satisfactory past work records and/or reference checks indicating their
9 ability to perform the required duties and accept the kind of responsibility
10 anticipated under this Agreement. CONTRACTOR shall maintain records of
11 background investigations and reference checks undertaken and coordinated by
12 CONTRACTOR for each employee and/or volunteer assigned to provide services
13 under this Agreement for a minimum of five (5) years from the date of final
14 payment under this Agreement or until all pending COUNTY, State and Federal
15 audits are completed, whichever is later, in compliance with all applicable
16 laws.

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

26 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
27 staff performing work hereunder and any proposed changes in CONTRACTOR's
28 staff.

1 26.7 COUNTY shall have the right to require CONTRACTOR to remove any
2 employee from the performance of services under this Agreement. At the
3 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

4 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
5 terminated for cause from working on this Agreement.

6 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
7 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
8 work in accordance with the terms and conditions of this Agreement.

9 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

27 ///

28 ///

28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

///

///

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

31. CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

3 32. COPYRIGHT ACCESS

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

8 33. WAIVER

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

17 34. PETTY CASH

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

20 35. PUBLICITY

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

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

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

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

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

10 36. COUNTY RESPONSIBILITIES

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

13 37. REFERRALS

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

16 38. REPORTS

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

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

25 39. ENERGY EFFICIENCY STANDARDS

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

40. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

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

A. The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence

1 Certain Federal Transactions, included in this solicitation, are hereby
2 incorporated by reference in Paragraph (B) of this certification.

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

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

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

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

25 C. Submission of this certification and disclosure is a
26 prerequisite for making or entering into this Agreement imposed by Section
27 1352, Title 31, USC. Any person who makes an expenditure prohibited under
28 this provision or who fails to file or amend the disclosure form to be filed

1 or amended by this provision, shall be subject to a civil penalty of not less
2 than \$10,000, and not more than \$100,000, for each such failure.

3 42. POLITICAL ACTIVITY

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

7 43. TERMINATION PROVISIONS

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

15 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to
16 cooperate with ADMINISTRATOR in the orderly transfer of service
17 responsibilities, active case records, and pertinent documents.

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

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

44. GOVERNING LAW AND VENUE

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

45. SIGNATURE IN COUNTERPARTS

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

///

///

///

///

///

///

///

///

///

///

///

///

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

By: _____
ALLAN L. ROEDER
INTERIM CITY MANAGER
CITY OF GARDEN GROVE

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

Dated: _____

Dated: _____

By: _____
LAWREN RAMOS
EXECUTIVE DIRECTOR
BOYS TOWN CALIFORNIA, INC.

By: _____
CAROL WILLIAMS
EXECUTIVE DIRECTOR
INTERVAL HOUSE

Dated: _____

Dated: _____

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

By: _____
BRENDA SMITH
INTERIM EXECUTIVE DIRECTOR
TEAM OF ADVOCATES FOR
SPECIAL KIDS, INC.

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

Dated: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: 
DEPUTY

Dated: 4/27/15

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CITY OF GARDEN GROVE
AND
BOYS TOWN CALIFORNIA, INC.
AND
INTERVAL HOUSE
AND
TEAM OF ADVOCATES FOR SPECIAL KIDS, INC.
FOR THE PROVISION OF
SERVICES PROMOTING SAFE AND STABLE FAMILIES

1. POPULATION TO BE SERVED

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

disabilities. The population to be served as defined in this Paragraph shall hereinafter be referred to as "PARTICIPANTS" or "FAMILIES."

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

2. PSSF & CBCAP FUNDING REQUIREMENTS

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

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

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

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

2.2.3 Children have permanency and stability in their living situations.

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

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

2.2.6 Children receive appropriate services to meet educational needs.

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

///

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

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

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

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

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

1 expedite the adoption process and support adoptive families.

2 2.4 Unless specified otherwise, the services described below in
3 Subparagraphs 5.1 through 5.17 addresses each of the four (4) PSSF categories
4 described above in Subparagraphs 2.3.1 through 2.3.4.

5 2.5 Community-Based Child Abuse Prevention (CBCAP): Services shall
6 align with the California Department of Social Services Community-Based Child
7 Abuse Prevention (CBCAP) program which supports efforts to develop, operate,
8 expand, enhance, and coordinate initiatives, programs and activities to
9 prevent child abuse and neglect. In addition, CBCAP supports the coordination
10 of resources to better strengthen and support families as well as foster
11 understanding, appreciation and knowledge of diverse populations in order to
12 effectively prevent and treat child abuse and neglect.

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

25 2.7 CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload
26 standards as set forth in this Paragraph and as authorized by COUNTY, without
27 reducing the level of service to be provided by CONTRACTOR. This agreement
28 must be in writing.

3. HOURS OF OPERATION

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

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

4. FaCT GENERAL REQUIREMENTS

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

4.1 Maintain a community facility that offers multiple programs including, but not limited to the following core services: a case management team, counseling, family support services, parenting education, domestic

1 violence prevention and treatment (Personal Empowerment Program), out-of-
2 school-time youth program, TLFR family fun activities, foster/adoptive parent
3 recruitment, and information and referral services in support of achieving
4 FaCT goals.

5 4.2 Operate as a collaborative that includes Contractor Partner
6 Agencies, which are FaCT-Funded and a minimum of two (2) Non-FaCT Funded
7 Partner Agency(ies) who are providing onsite services at the FRC.

8 4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of
9 understanding or agreement specifying their commitment to provide services
10 throughout the term of this Agreement.

11 4.4 Designate City of Garden Grove to function as both the designated
12 lead agency and the program management lead agency. The fiscal and program
13 management responsibilities shall include those referenced in Paragraph 19 of
14 this Agreement.

15 4.5 Provide bilingual staff responsible for direct services that are
16 language appropriate.

17 4.6 Provide services that are cultural responsive to the needs of the
18 community to be served.

19 4.7 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network
20 Administrative Services (FNAS) provider, by attending required meetings,
21 trainings, completing data entry into FaCT database system, and engaging with
22 the FaCT Network in activities related to the FaCT mission and vision.

23 4.8 Provide all services at the FRC. Services may also be offered in-
24 home, at schools, and other community locations as needed as mutually agreed
25 upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all
26 Clinical Supervision, Family Support Services, Counseling and Case Management
27 Team services.

28 ///

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

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

5. SERVICES

Throughout this Exhibit, the Contractor Partner Agencies shall hereinafter be referred to as: City of Garden Grove (City), Boys Town California, Inc. (BTC), Interval House (IH), and Team of Advocates for Special Kids, Inc. (TASK).

5.1 Clinical Supervision (CITY and BTC):

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

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

5.1.3 Clinical Supervision services shall be provided based on the CONTRACTOR's counseling agency supervision requirements.

5.1.3.1 The City shall provide on a weekly basis a minimum of one (1) hour of individual supervision and a minimum of two (2) hours of group supervision for City Counselor staff only.

5.1.3.2 BTC shall provide on a weekly basis a minimum of one (1) hour of individual supervision for BTC counselor staff only.

1 5.1.4 Clinical Supervision shall be offered continuously
2 throughout the term of this Agreement.

3 5.1.5 City shall provide qualified licensed Clinical Supervisor
4 as specified in Subparagraph 14.4 of this Exhibit.

5 5.1.6 BTC shall provide qualified licensed Clinical Supervisor
6 staff as specified in Subparagraph 14.5 of this Exhibit.

7 5.2 Counseling (City):

8 5.2.1 The objectives of Counseling Services are as follows:

9 5.2.1.1 Increase the availability of counseling services
10 for appropriate non Medi-Cal clients, underinsured clients, and clients
11 experiencing barriers to accessing mental health services;

12 5.2.1.2 Increase participant's coping skills in dealing
13 with stress;

14 5.2.1.3 Increase access to social support systems;

15 5.2.1.4 Facilitate linkages to appropriate and needed
16 treatment programs (e.g., domestic violence, substance abuse, mental health,
17 etc.);

18 5.2.1.5 Reduce risk of violence in the home; and

19 5.2.1.6 Improve individual and family functioning.

20 5.2.2 City shall provide Group and Individual counseling
21 services for a minimum of twenty-two (22) unduplicated PARTICIPANTS annually.
22 Counseling services shall include, but not be limited to: assess PARTICIPANT's
23 needs, provide emotional support, stabilize immediate crisis, develop goals
24 for PARTICIPANTS, address parenting issues, cycle of abuse, victimization,
25 enhance family dynamics and make appropriate linkages to all needed treatment
26 programs and social support systems. The Counselor and/or designee, as
27 approved by ADMINISTRATOR, shall attend the FRC's Case Management Team (CMT)
28 meetings.

1 5.2.3 City shall provide Group and Individual counseling
2 services continuously throughout the term of this Agreement by appointment
3 during FRC operating hours. City may also schedule evening hours at the
4 request of PARTICIPANTS. Counseling sessions shall be a minimum of fifty (50)
5 minutes in duration, or as clinically indicated by the clinician, and offered
6 to PARTICIPANTS on a weekly basis. City shall offer a minimum of four (4)
7 weeks of counseling sessions and a maximum of twenty (20) sessions for each
8 PARTICIPANT for Group, and Individual counseling.

9 5.2.4 City shall provide Group counseling services to minimum
10 of twelve (12) unduplicated PARTICIPANTS annually. A minimum of one (1)
11 adolescent support group and one (1) children's social skills group series
12 shall be provided annually throughout the term of this Agreement. Group
13 counseling sessions shall consist of a minimum of six (6) and maximum of eight
14 (8) PARTICIPANTS. Group counseling topics shall be determined based on
15 emerging needs within the community and may include psychoeducational topics
16 such as self-esteem, anxiety, effective communication, self-care, and healthy
17 relationships.

18 5.2.5 City shall provide Individual counseling services to a
19 minimum of ten (10) unduplicated PARTICIPANTS annually. Individual counseling
20 services shall include a solution-focused approach with the intent of
21 preventing, addressing, and/or alleviating crisis that may lead to out-of-home
22 placement of children and maintaining safety of children in the home.
23 Services shall encourage and support parents and/or caregivers who are
24 fostering or have adopted children. Counseling shall also focus on improving
25 problem-solving skills and strengthening parent-child and family relationships.
26 Referrals shall be made to other mental health providers or medical providers
27 if additional counseling or other services are needed.

28 ///

1 5.2.6 As appropriate, City Counseling staff (e.g., MSW/MFT
2 Interns) shall be available for FRC walk-in clients experiencing crisis.

3 5.2.7 As appropriate, PARTICIPANTS in need of Family counseling
4 services will have Family counseling services incorporated into PARTICIPANT's
5 treatment plan.

6 5.2.8 City shall provide qualified, bilingual Counseling staff
7 as specified in Subparagraph 14.7 of this Exhibit

8 5.3 Counseling (BTC):

9 5.3.1 The objectives of Counseling Services are as referenced
10 in Subparagraph 5.2.1 of this Exhibit.

11 5.3.2 BTC shall provide Group and Individual counseling
12 services for a minimum of seventy-five (75) unduplicated PARTICIPANTS
13 annually. Counseling services shall include, but not be limited to: assess
14 PARTICIPANT's needs, provide emotional support, stabilize immediate crisis,
15 develop goals for PARTICIPANTS, address independent living skills, self-
16 control, parenting issues, cycle of abuse, victimization, enhance family
17 dynamics and make appropriate linkages to all needed treatment programs and
18 social support systems. The Counselor and/or designee, as approved by
19 ADMINISTRATOR, shall attend the FRC's CMT meetings.

20 5.3.3 BTC shall provide Group and Individual counseling
21 services continuously throughout the term of this Agreement by appointment
22 during FRC operating hours. BTC may also schedule evening hours at the
23 request of PARTICIPANTS.

24 5.3.4 BTC shall provide Group counseling services for a minimum
25 of thirty (30) unduplicated PARTICIPANTS annually. Groups shall consist of a
26 minimum of six (6) and a maximum of eight (8) PARTICIPANTS unless a second
27 clinician is present, and then the Group shall not exceed twelve (12)
28 PARTICIPANTS. Group series shall be a minimum of four (4) sessions and a

1 maximum of eight (8) sessions. Group counseling topics will be determined
2 based on emerging needs within the community and through collaboration with
3 various community partners. Group counseling titles include, but are not
4 limited to: Father's Empowerment, Women Helping Women, Adult Mental Health and
5 Parenting, Mental Health and Relationships, Recognizing Mental Health and
6 Substance Abuse in Family Members, Parenting Special Needs Children, Coping
7 Skills, Positive Recovery, and Cyber Safety for Teens.

8 5.3.5 BTC shall provide Individual counseling services for a
9 minimum of forty-five (45) unduplicated PARTICIPANTS annually. BTC Individual
10 counseling sessions shall be a minimum of fifty (50) minutes in duration, or
11 as clinically indicated by the clinician, and offered to PARTICIPANTS up to
12 two (2) times weekly. BTC shall offer a minimum of four (4) weeks of
13 counseling sessions and a maximum of twenty (20) sessions for each
14 PARTICIPANT. BTC Individual counseling services shall include an out-patient
15 counseling and bio-psychosocial assessment of PARTICIPANT. Individual
16 counseling services shall be provided by a Master's level clinician
17 specifically trained in behavior health treatment. Counseling services shall
18 treat emotional and behavioral mental health disorders including, but not
19 limited to: ADHD, anxiety, depression, oppositional behavior, conduct
20 disorder, eating and body image, and recurrent pain.

21 5.3.6 As appropriate, BTC Counseling staff shall be available
22 for FRC walk-in clients experiencing crisis.

23 5.3.7 As appropriate, PARTICIPANTS in need of Family counseling
24 services will have Family counseling services incorporated into PARTICIPANT's
25 treatment plan.

26 5.3.8 BTC shall provide qualified, bilingual Counselor staff as
27 specified in Subparagraph 14.7 of this Exhibit.

28 ///

5.4 Family Support Services (City):

5.4.1 The objectives of Family Support Services are as follows:

5.4.1.1 Increase families' follow-through with service providers.

5.4.1.2 Increase access to resources.

5.4.1.3 Increase effective coordination of services among providers.

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

5.4.3 City shall provide Family Support Services for a minimum of one hundred (100) unduplicated FAMILIES annually. Family Support Services are those services employing a case manager (e.g., Family Support Specialist) for assessing the strengths and meeting the multiple needs of a client and family; arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families. The primary goal of case management shall be to link clients in crisis with multiple needs to resources, services, and opportunities. The Family Support Specialist shall also teach and empower clients to access community resources and strengthen problem solving skills. Family Support Specialist shall complete a comprehensive bio psychosocial assessment for all families. Family Support Specialist and FRC Coordinator shall jointly review psychosocial assessments during weekly supervision, and jointly develop a case plan for each family.

5.4.4 City shall provide Family Support Services during the term of this Agreement during FRC operating hours. City shall provide Family Support Services for a minimum of thirty (30) days for each PARTICIPANT.

5.4.5 City shall primarily provide Family Support Services in family's home, at the FRC, and other collaborative partner locations, as needed with advance written approval by ADMINISTRATOR.

1 5.4.6 City shall provide qualified, bilingual Family Support
2 Specialist staff as specified in Subparagraph 14.9 of this Exhibit.

3 5.5 Foster and Adoptive Parent Recruitment (City):

4 5.5.1 The objective of Foster and Adoptive Parent Recruitment
5 services is to increase foster/adoptive awareness to prospective caregivers.

6 5.5.2 City shall help promote, in collaboration with
7 ADMINISTRATOR, the need for foster and adoptive resources for children in need
8 of a permanent home. Promotional activities may include, but are not limited
9 to: displaying media or printed material at the FRC, promotion at community
10 events/workshops, and distribution of flyers and other marketing materials to
11 local community residents.

12 5.5.3 City Foster and Adoptive Parent Recruiters (Community
13 Engagement Volunteer Coordinator and Information and Referral Specialist)
14 shall attend community resource fairs and other outreach events to help
15 promote the need for foster and adoptive resources.

16 5.5.4 Foster and Adoptive Parent Recruitment services that
17 shall be offered continuously throughout the term of this Agreement. Foster
18 and Adoptive Parent Recruitment shall be offered at the FRC and other
19 community locations as needed and approved by ADMINISTRATOR.

20 5.5.5 City's Foster and Adoptive Parent Recruitment Services
21 shall address only the following PSSF service category: APS.

22 5.5.6 City shall provide qualified Foster and Adoptive Parent
23 Recruiter staff (e.g., Community Engagement Volunteer Coordinator and
24 Information and Referral Specialist) as specified in Subparagraph 14.10 of
25 this Exhibit.

26 ///

27 ///

28 ///

1 5.6 FRC Case Management Team (City)

2 5.6.1 The objectives of FRC Case Management Team (FRC CMT)
3 services are as follows:

4 5.6.1.1 Increase collaboration among Contractor Partner
5 Agencies to effectively coordinate services.

6 5.6.1.2 Improve resource linkages.

7 5.6.1.3 Improve individual and family functioning.

8 5.6.1.4 Decrease duplication of services.

9 5.6.1.5 Build the capacity of communities and FRC to
10 address the needs of children and families.

11 5.6.2 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 Partners 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 SSA.

25 5.6.3 City, in coordination with Contractor Partner
26 Agency(ies), shall jointly provide FRC CMT services for a minimum of ninety
27 (90) unduplicated FAMILIES annually. FRC CMT services include, but are not
28 limited to: identifying the educational, health, or social service needs of a

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

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

5.6.3.2 Individualized Treatment Plan: On the basis of the assessment in 5.6.3.1, the FRC CMT shall jointly develop an individualized treatment plan with the PARTICIPANT that identifies priorities, desired outcomes, the strategies and resources to be used in attaining the outcomes, follow up, and termination.

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

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

5.6.4 City in coordination with Contractor Partner Agencies shall provide FRC CMT services during FRC operating hours continuously throughout the term of this Agreement. FRC CMT meetings shall be scheduled a minimum of one (1) day per week for a minimum of one (1) hour in duration. City's Clinical Supervisor and FRC Coordinator shall jointly facilitate FRC CMT meetings.

///

1 5.6.5 City shall complete the FRC CMT Tracking and Outcomes Log
2 and the required forms referenced in Subparagraph 4.8.

3 5.6.6 City shall provide qualified FRC CMT Clinical Supervisor
4 staff as specified in Subparagraph 14.11 of this Exhibit.

5 5.7 Information and Referral Services (City):

6 5.7.1 The objective of Information and Referral Services is to
7 increase access to community resources for families in need.

8 5.7.2 City shall provide Information and Referral Services for
9 a minimum of eighteen hundred (1,800) unduplicated PARTICIPANTS annually.
10 Services shall include an assessment of need and referral to emergency
11 housing, emergency food, family counseling, childcare, substance abuse
12 counseling and treatment, parenting education, utility assistance, health and
13 mental health treatment, education and job training, legal aid, youth academic
14 and recreation services, and many other services based on client needs. The
15 Information and Referral Specialist shall collaborate with other County and
16 local community resource services providers by receiving and referring
17 clients, which may include, but not limited to, 2-1-1 Orange County, Help Me
18 Grow, etc.

19 5.7.3 Information and Referral Specialist shall be stationed at
20 the FRC reception area as the first point of contact for walk-in and
21 telephone/email inquiries during FRC operating hours. Information and
22 Referral Services shall be offered during FRC operating hours.

23 5.7.4 City shall provide qualified, bilingual Information and
24 Referral Specialist staff as specified in Subparagraph 14.14 of this Exhibit.

25 5.8 Other Services: Adoptive/Foster Parent and Relative Caregiver
26 Respite Care (City):

27 5.8.1 City shall provide Adoptive/Foster Parent and Relative
28 Caregiver Respite Care for adoptive children in grades one (1) through eight

(8). ages six through thirteen (6-13) years.

5.8.2 City shall provide Adoptive/Foster Parent and Relative Caregiver Respite Care for a minimum of fifteen (15) unduplicated PARTICIPANTS annually. Respite care activities/events shall be a minimum of four (4) hours in duration and shall include, but not limited to: fieldtrips to children's museums, Fun Day at the FRC, bowling, etc. Planned activities/events shall take place annually in the spring.

5.8.3 City shall provide a minimum of one (1) Adoptive/Foster Parent and Relative Caregiver Respite Care event annually. Adoptive/Foster Parent and Relative Caregiver Respite Care events shall be scheduled during FRC operating hours.

5.8.4 City Adoptive/Foster Parent and Relative Caregiver activities address the following PSSF service category: APS.

5.8.5 City shall provide qualified Childcare Worker and Counselor staff (e.g., MFT/MSW Interns) as specified in Subparagraphs 14.3 and 14.7 of this Exhibit.

5.9 Other Services: Adoptive Parent and Relative Caregiver Family Activity (City):

5.9.1 City shall provide Adoptive and Relative Caregiver Family Activities for adoptive parents and relative caregivers with of children ages birth through eighteen (0-18) years.

5.9.2 City shall provide Adoptive and Relative Caregiver Family Activities for a minimum of twenty (20) unduplicated PARTICIPANTS annually. Activities/events shall be a minimum of four (4) hours in duration and shall include, but not limited to: fieldtrips to Discovery Science Center, Boomers, etc. and participation in City of Garden Grove's Holiday events (e.g., Jack-o-Lantern Jamboree, Eggscavation and Winterfest). Planned activities/events shall take place throughout the term of this Agreement.

5.9.3 City's Adoptive and Relative Caregiver Family Activities shall address the following PSSF service category: APS.

5.9.4 City shall provide qualified Childcare Worker and Counselor staff (e.g., MFT/MSW Interns) as specified in Subparagraphs 14.3 and 14.7 of this Exhibit.

5.10 Other Services: Father's Parenting (City):

5.10.1 City, through a subcontract, shall provide Father's Parenting series for biological and foster/adoptive fathers of children ages birth to eighteen (0-18) years who are at-risk of child abuse or neglect.

5.10.2 City, through a subcontract, shall provide a minimum of two (2) Father's Parenting series annually throughout the term of this Agreement. Each series shall be comprised of eight (8) weekly classes. Each Father's Parenting series shall have a maximum of ten (10) PARTICIPANTS. Father's Parenting series shall be provided to a minimum of twenty (20) unduplicated PARTICIPANTS annually. Each group session shall be a minimum of ninety (90) minutes in duration.

5.10.3 City, through a subcontract, shall provide qualified, bilingual Parenting Educator staff as specified in Subparagraph 14.17 of this Exhibit.

5.11 Other Services: Individualized Education Plan Clinics (TASK):

5.11.1 The objectives of Individualized Education Plan (IEP) Clinics are to meet with families of children with disabilities and/or at risk students ages birth to eighteen (0-18) to answer questions or provide guidance, awareness, or education about their child's IEP.

5.11.2 TASK shall provide IEP Clinics at the FRC twice monthly for a total of sixteen (16) hours per month during FRC operating hours throughout the term of this Agreement. TASK shall provide IEP Clinics for a minimum of forty-eight (48) unduplicated PARTICIPANTS annually and shall meet

at minimum with one family each time the TASK staff is stationed at the FRC.

5.11.3 TASK shall provide qualified, bilingual Parent Advocate staff as specified in Subparagraph 14.16 of this Exhibit.

5.12 Other Services: Assistive Technology Workshops (TASK):

5.12.1 The objectives of Assistive Technology Workshops are to provide information on various topics/aspects of special education (e.g., assistive technology) to families of children with disabilities and/or at risk students ages birth through eighteen (0-18) years.

5.12.2 TASK shall provide a minimum of four (4) Assistive Technology workshops quarterly throughout the term of this Agreement. Each workshop shall be a minimum of two (2) hours in duration.

5.12.3 TASK shall provide qualified staff (e.g., Executive Director, Grants/IT Coordinator and bilingual Technology Specialist) as specified in Subparagraphs 14.8, 14.13, and 14.19 of this Exhibit.

5.13 Other Services: Strengthening Family Workshops (City):

5.13.1 The objectives of Strengthening Family Workshops are to: strengthen family relationships and healthy communication, build self-esteem and coping skills, and connecting to community and social supports.

5.13.2 City, through a subcontract, shall provide four (4) Strengthening Family Workshops to parents and/or caregivers of children ages birth to eighteen (0-18). City shall provide Strengthening Family Workshops for a minimum of twenty-four (24) unduplicated PARTICIPANTS annually. Each workshop shall be a minimum of two (2) hours in duration.

5.13.3 City shall provide qualified, bilingual Counselor staff (e.g., MSW/MFT Interns) and FRC Coordinator staff as specified in Subparagraphs 14.7 and 14.10 of this Exhibit.

///

///

5.14 Out-of-School-Time Youth Program (City):

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

5.14.1.1 Increase social connection amongst peers.

5.14.1.2 Provide a safe place for school-aged children.

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

5.14.2 City shall provide OST Youth Program Services (e.g., Teen Leadership and Enrichment Groups) to students ages thirteen to eighteen (13-18) years. Teen Leadership and Enrichment Groups shall be provided to a minimum of forty (40) unduplicated PARTICIPANTS annually

5.14.3 Teen Leadership and Enrichment Groups shall consist of the following:

5.14.3.1 Monthly educational workshops, including, but not limited to the following topics: self-esteem, body image, healthy eating, college/higher education information, substance abuse, healthy relationships, and cyber bullying.

5.14.3.2 Weekly drop-in tutoring program for a total of two and a half (2.5) hours per week.

5.14.3.3 "Teen Adventure" Outdoor Recreational Program: Four (4) times per year, with excursions to local outdoor recreational opportunities. Outings shall include elements of teamwork and physical and mental challenges.

5.14.3.4 City's Teen Adventure Program shall be comprised of an existing curriculum offered at the City's teen day camp program called "Teen Adventure Quest". Costs for transportation, participants' fees, and any necessary equipment shall be at no cost to FRC PARTICIPANTS. Three (3) of the excursions shall be day trips and include lunch and snacks for FRC

1 PARTICIPANTS. The fourth (4th) excursion shall be a two-night campout
2 incorporating elements from various day trips aforementioned. Teens who
3 regularly attend Teen Youth Group "SOL" meetings and teens identified by
4 Family Advocates/Counselors shall be eligible to participate in the Teen
5 Adventure Program.

6 5.14.4 City shall provide qualified Community Engagement
7 Volunteer Coordinator, FRC Coordinator and OST Youth Program Leader staff as
8 specified in Subparagraphs 14.5, 14.10, and 14.15 of this Exhibit.

9 5.15 Parenting Education (BTC):

10 5.15.1 The objectives for Parent Education are as follows:

11 5.15.1.1 Increase social support.

12 5.15.1.2 Enhance coping skills.

13 5.15.1.3 Improve knowledge of child development.

14 5.15.1.4 Improve knowledge of appropriate and effective
15 discipline.

16 5.15.2 BTC shall provide Parenting Education services for a
17 minimum of seventy-five (75) unduplicated PARTICIPANTS annually. Parenting
18 Education services shall be provided by BTC staff certified in the evidence-
19 based Common Sense Parenting (CSP) curriculum. Services shall focus on
20 increasing protective factors and reducing risk factors associated with child
21 abuse and neglect. CSP elements shall focus on skills to decrease children's
22 negative behaviors and encourage appropriate behaviors in a positive, non-
23 abusive manner. CSP curriculum shall include: teaching practical parenting
24 skills that are adaptable to each family's unique personal and cultural needs;
25 engaging parents/caregivers by individualizing skill development to each
26 PARTICIPANT's situation; and incorporating experiential learning (e.g.,
27 instruction, modeling, practice, role playing, feedback, and review). CSP
28 Parent Educators shall use videos, parent manuals, quick-reference skill

cards, and other tools in class. CSP Parent Educators shall link families to community resources to increase family supports.

5.15.3 BTC shall provide a minimum of one (1) CSP series per quarter during the term of this Agreement. BTC shall offer both Toddlers/Preschoolers CSP series comprised of seven (7) weekly sessions and School-Aged Children CSP comprised of six (6) weekly sessions. Each class session shall be a minimum of two (2) hours in duration. BTC shall provide Parenting Education during the term of this Agreement at dates and times convenient for PARTICIPANTS. CSP shall offer Parenting Education services at additional times based on PARTICIPANT availability.

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

5.15.5 BTC shall provide qualified, bilingual Parenting Educator staff as specified in Subparagraph 14.17 of this Exhibit.

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

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

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

5.16.1.2 Develop or enhance safety plan for domestic violence victims.

5.16.1.3 Increase victim's understanding of the effects domestic violence has on children.

1 5.16.1.4 Increase victim's awareness on the various types
2 of abuse.

3 5.16.1.5 Promote safety and permanency in homes and
4 communities through prevention efforts aimed at child abuse and domestic
5 violence.

6 5.16.2 IH shall provide PEP services for a minimum of forty (40)
7 unduplicated PARTICIPANTS annually. PEP services shall be a ten (10) week
8 educational support program to help victims break the cycle of domestic
9 violence through education on the dynamics of domestic violence, effects of
10 violence on victims and their children, and to help victims protect children
11 who live in domestic violence homes. PEP topics shall include, but not be
12 limited to, safety planning, boundaries, anger management, legal aspects of
13 domestic violence, working through denial, and maintaining healthy
14 relationships. Services shall target the general community as well as
15 COUNTY's TLFR population

16 5.16.3 IH shall provide PEP services on an ongoing basis during
17 the term of this Agreement. Each class shall be a minimum of two (2) hours in
18 duration. IH shall provide PEP services during FRC operating hours or at
19 dates and times convenient for PARTICIPANTS.

20 5.16.4 When providing PEP services to COUNTY's TLFR population,
21 IH shall also be required to include, but not be limited to, verification of
22 attendance, issuance of certificates of completion, and verbal and/or written
23 reports to COUNTY Social Workers.

24 5.16.5 IH shall provide qualified, bilingual PEP Instructor
25 staff as specified in Subparagraph 14.18 of this Exhibit. During the entire
26 term of this Agreement, PEP providers must be approved by the PEP Program
27 Collaborative of Orange County.

28 ///

5.17 Time-Limited Family Reunification Family Fun Activities (City):

5.17.1 The objectives of TLFR Family Fun Activities are as follows:

5.17.1.1 Increase parent-child bonding.

5.17.1.2 Provide a safe and enriching interactive environment for TLFR families.

5.17.2 In addition to PARTICIPANTS referenced in Paragraph 1, TLFR Family Fun Activities may also include children that are removed from their home and placed in a foster family home or a childcare institution, and parents or primary caregiver of such a child, in order to facilitate the reunification of the child, safely and appropriately.

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

5.17.4 City shall provide a minimum of two (2) TLFR Family Fun Activities (events) annually. Events shall occur in the evening hours and be a minimum of two (2) hours in duration or on weekends and be a minimum of three (3) hours in duration.

5.17.5 City's TLFR Family Fun Activities services shall address only the following PSSF category: TLFR.

///

1 5.17.6 City shall provide qualified TLFR Family Fun Activities
2 Leader staff (e.g., Childcare Worker, Community Outreach Volunteer
3 Coordinator, and MFT/MSW Interns) as specified in Subparagraph 14.20 of this
4 Exhibit.

5 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

6 6.1 In addition to providing the services described in Paragraph 5 of
7 this Exhibit A, CONTRACTOR agrees to:

8 6.1.1 Provide ADMINISTRATOR a bi-annual detailed marketing plan
9 for each contracted service, and revise, if necessary, as requested by
10 ADMINISTRATOR.

11 6.1.2 Actively engage the community including local residents,
12 faith-based groups, businesses, public and private organizations, civic
13 groups, and others in the planning and implementation of services that promote
14 the well-being, safety, and permanency of children, families and communities.

15 6.1.3 Develop and maintain a Governance Structure document
16 outlining resource sharing, accountability, decision-making strategies, and a
17 conflict resolution plan. The Governance Structure shall include, but not be
18 limited to, the addition and/or deletion of any Contractor Partner Agencies,
19 change of designated lead agent, ongoing community input and involvement,
20 principles of collaboration, and voting quorum (including what constitutes a
21 quorum).

22 6.1.4 Develop a Community Engagement Advisory Committee (CEAC)
23 that shall meet a minimum of quarterly during the term of this Agreement.
24 CEAC shall develop and advance a community agenda to affect community level
25 change. The FRC will maintain a roster and a copy of minutes for all CEAC
26 meetings. The composition of CONTRACTOR's CEAC shall vary, depending on the
27 specific goals of, and the services to be provided by the FRC. The CEAC shall
28 consist of community members such as parents, youths, teachers, school

1 community liaisons, businesses professionals, religious community leaders, law
2 enforcement, human and health service professionals, and city representatives.
3 On an annual basis, CEAC shall assess, survey, and identify community
4 strengths and needs to advocate for FRC services to meet community needs;
5 develop parent and youth leadership; and engage business community to provide
6 tangible support and leadership. CEAC shall enlist broad community support
7 and advocacy for the FRC by fundraising for the FRC and hosting events. A
8 minimum of one thousand dollars (\$1,000) shall be allocated to the CEAC within
9 the FRC budget for the purposes of its members to use for planning events and
10 other activities as deemed necessary by the CEAC committee. The City shall
11 provide qualified Community Engagement Volunteer Coordinator staff as
12 specified in Subparagraph 14.6 of this Exhibit.

13 6.1.5 Follow procedures provided by ADMINISTRATOR for reporting
14 any special incidents that occur during CONTRACTOR's performance of duties
15 under this Agreement, involving CONTRACTOR's staff, participants, and/or
16 property.

17 6.2 City shall provide a minimum of five hundred (500) hours annually
18 to childcare services at the FRC to children of parents attending FRC programs
19 during FRC operating hours, continuously throughout the term of this
20 Agreement, at dates and times convenient for PARTICIPANTS. Allowable costs
21 include direct childcare services and purchases of cleaning supplies, snacks
22 directly related to childcare services, activities, age appropriate toys,
23 crafts, and games. Childcare services shall be reimbursed based on actual
24 hours worked. City shall provide qualified Childcare Worker staff as
25 specified in Subparagraph 14.3 of this Exhibit.

26 ///

27 ///

28 ///

1 7. FACILITIES

2 7.1 Magnolia Park Family Resource Center is located at:

3 11402 Magnolia Street

4 Garden Grove, CA 92841

5 7.2 Administrative services under this Agreement shall be provided at
6 Magnolia Park Family Resource Center and:

7 City of Garden Grove, California

8 11222 Acacia Parkway

9 Garden Grove, CA 92840

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

13 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

14 8.1 CONTRACTOR shall electronically track the type and amount of
15 services provided to each PARTICIPANT by Contractor Partner Agencies and a
16 minimum of two (2) required Non-FaCT Funded Partner Agency(ies). The FRC
17 Designated Lead Agency shall maintain data that includes the types and amounts
18 of services provided to each PARTICIPANT, assessment data, key demographic
19 items including, but not limited to: family identifier, family member
20 identifier, ethnicity, date of birth, sex, referral reason(s), services
21 recommended, services provided, date service delivery begins, date service
22 delivery ends, status indicators [e.g., previous abuse reports, existing
23 health problems], and primary language spoken as determined by ADMINISTRATOR.

24 8.2 FaCT utilizes a model developed by the Center for the Study of
25 Social Policy called "Strengthening Families" to frame outcomes and evaluation
26 data. This model, which has been identified as preventing child abuse and
27 neglect identifies the following five (5) protective factors.

28 ///

8.2.1 Provide concrete support in times of need,

8.2.2 Increase parental resilience,

8.2.3 Increase knowledge of parenting and child development,

8.2.4 Support the social and emotional competence of children,

and

8.2.5 Build parents' social connections.

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

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

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

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

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

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

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

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

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

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

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

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

///

///

9. REPORTS

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

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

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

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

10. UTILIZATION REVIEW

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

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

///

///

11. SUSTAINABILITY

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

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

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

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

11.3.2 Training programs developed by or for FaCT;

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

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

11.3.5 Pursuit of linkages with other partners, as appropriate; and,

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

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

///

12. MEETINGS AND TRAININGS:

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

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

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

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

13. BUDGET

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

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

///

1 13.3 For the purpose of meeting specific program needs, CONTRACTOR may
2 request to reallocate funds between budgeted line items by utilizing a Budget
3 Modification Request form provided by ADMINISTRATOR, which shall include a
4 justification narrative specifying the purpose of the request, the amount of
5 said funds to be reallocated, and the sustaining annual impact as applicable
6 to the current and subsequent fiscal years. CONTRACTOR shall obtain advance
7 written approval from ADMINISTRATOR for any Budget Modification Request prior
8 to implementation. Failure to obtain advance written notice approval for any
9 proposed Budget Modification Request may result in disallowance of
10 reimbursement for those costs.

11 13.4 In the event the budget shown in Subparagraph 13.9 is modified,
12 the modified budget shall remain in effect for the remainder of the contract
13 term, unless superseded by subsequent budget modification(s) that have been
14 approved in writing by ADMINISTRATOR. For example, if Budget Modification #1
15 is approved on March 15, 2016, the modified budget will remain in effect until
16 Budget Modification #2 is requested and approved in writing. The annual
17 budget beginning on July 1st of each fiscal year shall be identical to the
18 most recently modified annual budget. Under no circumstances shall funds
19 unspent in one fiscal year carry over to another fiscal year.

20 13.5 It is anticipated multiple budget modifications will occur during
21 the term of this Agreement. When appropriate, CONTRACTOR will delay
22 submitting a Budget Modification Request until multiple changes can be
23 incorporated into a single Budget Modification Request versus submitting
24 several Budget Modification Requests that include a single line item change.

25 13.6 For purposes of this Agreement, Direct Services Expense is defined
26 as a non-administrative expense required to provide goods or services for the
27 direct benefit of PARTICIPANTS. Examples include, but are not limited to:
28 parent education handbooks, chore charts, art materials, water and snacks for

1 PARTICIPANT consumption, incentives for clients to attend events, etc.

2 13.7 For purposes of this Agreement, Program Expense is defined as an
3 administrative expense required for overall service delivery rather than an
4 expense benefitting an individual PARTICIPANT. Examples include, but are not
5 limited to: marketing materials, display boards, educational DVDs and video
6 equipment to broadcast, parent education curriculums, educational
7 books/reference material to be used by CONTRACTOR's staff, furniture,
8 volunteer staff recognition events, etc. Program Expense is administrative in
9 nature.

10 13.8 Budget Modification Requests will be considered for approval when
11 such requests are to reallocate funds within a similar category such as
12 reallocating unused funds from a direct service salary position to a new
13 direct participant service (i.e., Life Skills Workshop) or reallocating unused
14 Office Supply funds to increase an Insurance line item. Funds may not shift
15 from a direct service line item to an administrative line item.

16 13.8.1 Consideration for an exception to the provision described
17 in Subparagraph 13.7 will be considered on a case-by-case basis and shall be
18 approved at the sole discretion of COUNTY.

19 13.9 In the event ADMINISTRATOR reduces the maximum obligation as
20 stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree
21 in writing to proportionately reduce the service goals as set forth in this
22 Exhibit.

23 13.10 To ensure a meaningful collaboration among Contractor Partner
24 Agencies and decision-making, no single Contractor shall have more than fifty-
25 one percent (51%) of the total collaborative FRC budget. Exception to the
26 fifty-one percent (51%) maximum may include:

27 13.10.1 The Contractor is a governmental and/or public agency,
28 and/or a single partner is providing more than fifty-one percent (51%) of the

total collaborative services.

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

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

<u>SALARIES</u>	<u>FTE ⁽¹⁾</u>	<u>Hourly Maximum Rate ⁽²⁾</u>	<u>Budget</u>
<u>City of Garden Grove (City)⁽⁶⁾</u>			
Childcare Worker (Svcs. 5.8, 5.9, 5.17, 6.2)	500 hrs.	\$11.40	\$5,700
Community Engagement Volunteer Coordinator (Svcs. 5.5, 5.14, 5.17, 6.1.4)	0.50	17.90	18,616
Family Support Specialist(Svcs. 5.4)	1.00	15.00	31,200
FRC Coordinator	1.00	25.00	52,000
Information and Referral Specialist (Svcs. 5.5, 5.7)	1.00	14.90	30,992
OST Youth Program Leader (Svc. 5.14)	400 hrs.	14.00	<u>5,600</u>
SUBTOTAL City SALARIES:			\$144,108
City Benefits (20%) ⁽³⁾⁽⁴⁾			28,822
City Bilingual Pay			<u>1,000</u>
SUBTOTAL City SALARIES AND BENEFITS:			\$173,930
<u>Boys Town California (BTC)⁽⁶⁾</u>			
Counselor (Svc. 5.3)	0.50	\$27.88	\$28,995
Clinical Supervisor (Svc. 5.2)	0.050	36.86	<u>3,833</u>
SUBTOTAL BTC SALARIES:			\$32,828
BTC Benefits (30%) ⁽³⁾⁽⁵⁾			<u>9,898</u>
SUBTOTAL BTC SALARIES:			\$42,726
<u>Interval House (IH)⁽⁶⁾</u>			
Personal Empowerment Program Instructor (Svc. 5.16)	0.225	\$23.00	<u>\$10,764</u>
SUBTOTAL IH SALARIES:			\$10,764
IH Benefits (20 %) ⁽³⁾⁽⁵⁾			<u>2,260</u>
SUBTOTAL IH SALARIES AND BENEFITS			\$13,024

TASK⁽⁶⁾

Executive Director (Svc. 5.12)	0.02325	\$40.00	\$1,934
Grants/IT Coordinator (Svc. 5.12)	0.01825	25.00	949
Parent Advocate (Svc. 5.11)	0.09231	18.00	<u>3,456</u>
SUBTOTAL TASK SALARIES:			\$6,339
TASK Benefits (8.6 %) ⁽³⁾⁽⁵⁾			<u>684</u>
SUBTOTAL TASK SALARIES AND BENEFITS:			\$7,023
SUBTOTAL ALL SALARIES AND BENEFITS:			\$236,703

PARTICIPANT RELATED SERVICES AND EXPENSE

City CEAC			\$1,000
City Direct Services Expense			4,032
City Father's Education Support Group Expenses (Svc. 5.10)			1,000
City Father's Group Facilitator Consultant			1,821
City Foster/Adoptive Family Activity and Respite Care			1,200
City OST Direct Services Expense			3,000
City Subcontract Consultant/Clinical Supervision (Svcs. 5.1, 5.6)	400 hours	60.00	24,000
City TLFR Family Fun Activities			1,000
BTC Common Sense Parenting Workshops (Svc. 5.15)			6,000
IH Direct Service Expense			29
TASK Assistive Technology Workshops			1,500
TASK Special Education Workshops			<u>376</u>
SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES			\$44,958

ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁶⁾

City Office Supplies			1,538
BTC Office Supplies			<u>617</u>
SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:			\$2,155

OPERATING EXPENSES⁽⁶⁾

City Facility Lease/Rental			\$10,000
City Mileage ⁽⁷⁾			601
City Staff Training			500
City Telephone/Internet			1,800
BTC Mileage ⁽⁷⁾			502

BTC Staff Training	900
BTC Telephone	780
TASK Mileage ⁽⁷⁾	<u>1,101</u>
SUBTOTAL OPERATING EXPENSES	\$16,184
SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS	\$300,000
MAXIMUM COUNTY OBLIGATION	<u>\$300,000</u>

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

⁽²⁾ Maximum hourly rate 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 plans; health insurance; dental insurance; life, vision insurance; long-term/short-term disability insurance; life and disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, and vacation/sick time accrual as specified in footnotes four (4) and/or five (5) below. City's overall benefit rate shall not exceed twenty percent (20)% of actual salary expense claimed. BTC's overall benefit rate shall not exceed thirty percent (30)% of actual salary expense claimed. IH's overall benefit rate shall not exceed twenty percent (20)% of actual salary expense claimed. TASK's overall benefit rate shall not exceed (8.6)% of actual salary expense claimed.

⁽⁴⁾ The Salary and Benefit Worksheet submitted as part of the monthly invoice packet will include an amount contributed to CONTRACTOR's liability

1 account established specifically for the purpose of funding vacation/sick time
2 accrual payouts. Actual vacation/sick time expenditures will be paid from the
3 aforementioned liability account and will not be claimed through this
4 Agreement.

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

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

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

21 14. STAFF

22 14.1 Recruitment Practices:

23 14.1.1 CONTRACTOR shall use a formal recruitment plan, which
24 complies with Federal and State employment and labor regulations. CONTRACTOR
25 shall hire staff with the education, language skills, and experience necessary
26 to appropriately perform all functions as described in this Agreement.

27 14.1.2 The number of direct service bilingual staff shall meet
28 the needs of the community to be served.

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

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

CONTRACTOR shall provide the following described staff positions:

14.3 Childcare Worker (City):

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

14.3.2 Qualifications: High school diploma or equivalent and one (1) year of childcare experience, including working with infants. Ability to deal with stressful situations and be creative and energetic. Proficiency in English is required and bilingual in Spanish is preferred.

14.4 Clinical Supervisor (City):

14.4.1 Duties: Provide individual and group clinical supervision for counseling services. Facilitate weekly case management team group process, ensure thorough assessment and linkages for families to resources, and ensure team and/or staff members follow up on all mandated reporting requirements. Verify and track attendance of CMT meetings, ensure confidentiality forms are collected from all CMT members, provide and coordinate ongoing cross-training to FRC CMT on clinical training needs, maintain weekly case logs and registration forms for each case discussed at CMT meeting, actively engage new collaborative members and/or County agency representatives, and be available for crisis and clinical consultation as needed.

14.4.2 Qualifications: Licensed Clinical Social Worker (LCSW),

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

14.5 Clinical Supervisor (BTC):

14.5.1 Duties: Provide individual and group supervision to clinical staff on weekly basis. Provide support and education to program staff. Provide consultation to direct care staff regarding cases. Provide training in various topics for counseling staff. Provide clinical supervision and oversight as approved and directed to meet contract requirements.

14.5.2 Qualifications: Ph.D. or Psy.D. in psychology or related field and have advanced training in clinical, school, counseling, psychology, behavioral pediatrics, or parent training. Completed APA approved internship or equivalent. Must be licensed psychologist in California.

14.6 Community Engagement Volunteer Coordinator (City):

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

14.6.2 Qualifications: Bachelor's degree in human services or related field from an accredited university; one (1) year of experience working with at-risk families and the community; knowledge of public and

private social services agencies; knowledge of community resources including Federal and State programs; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; and computer competency. Proficiency in English is required and bilingual in Spanish is preferred.

14.7 Counselor (City and BTC):

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

14.7.2 Qualifications: Licensed clinician, MFT Intern, Academy of Certified Social Worker (ACSW), Licensed Professional Clinical Counselor (LPCC), or Masters in Social Work (MSW) Intern enrolled in an accredited graduate program under clinical supervision. Proficiency in English and bilingual, based on community language need, is required.

14.8 Executive Director (TASK):

14.8.1 Duties: Program development and evaluation. Provide leadership to staff. Provide outreach to community, federal, state, and local entities. Work with Board of Directors.

14.8.2 Qualifications: Good grammar and communication skills. Ability to perform and compile research. Possess strong leadership and mentorship skills and strong financial background.

14.9 Family Support Specialist (City):

14.9.1 Duties: Assess needs and assist families in crisis to access resources to meet needs, including court ordered families to facilitate family reunification; coordinate information for family referrals; participate in CMT meetings; follow up on PARTICIPANT's progress; help alleviate barriers to accessing services; compile and maintain records; prepare reports, collect

and input data into FaCT database; and attend all required meetings and trainings.

14.9.2 Qualifications: Bachelor's degree in human services or related field from an accredited university, knowledge of the child welfare system, and two (2) years of experience working directly with families in crisis and the community. Proficiency in English and bilingual in Spanish or Vietnamese is required.

14.10 Foster and Adoptive Parent Recruiter (City):

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

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

14.11 FRC CMT Clinical Supervisor (City):

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

14.11.1.1 Verify and track attendance of required FRC CMT members;

14.11.1.2 Ensure PARTICIPANT confidentiality/release forms are signed by PARTICIPANT and FRC CMT members;

14.11.1.3 Review the laws of confidentiality and child, elder/dependent adult abuse reporting on an annual basis and ensure compliance

for each case presented;

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

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

14.11.1.6 Provide and coordinate ongoing cross-training to FRC CMT on clinical training needs;

14.11.1.7 Ensure families are invited to the FRC CMT meetings;

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

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

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

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

14.12 FRC Coordinator (City):

14.12.1 Duties: Perform a variety of administrative functions; coordinate service providers; supervise FRC staff; oversee day-to-day FRC operations; compile statistical and financial data for various reports; facilitate CEAC community involvement; coordinate governance and policy procedure development; coordinate staff training opportunities; prepare and monitor program budget; market FRC services within the community; provide outreach; respond to public inquiries on FRC services, procedures, operations,

and regulations; facilitate Contractor Partner Agencies and staff meetings; complete all required documentation; attend all required meetings and trainings; and perform related duties as assigned.

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

14.13 Grants/IT Coordinator (TASK):

14.13.1 Duties: Compile, input and analyze data for grants reporting. Research and write grants. Update web page and develop monthly Assistive Technology Newsletter jointly with TECH Center Director. Troubleshoot computer, networking, and printer issues.

14.13.2 Qualifications: Good grammar and communication skills. Ability to compile research.

14.14 Information and Referral Specialist (City):

14.14.1 Duties: Provide community resource information assistance to walk-in, call-in, and referred PARTICIPANTS; assess and evaluate PARTICIPANT's immediate needs; linkage to service providers; refer to appropriate resources; perform outreach to community, businesses and schools; promote FRC program services; assist in evaluation of PARTICIPANT needs; represent FRC at community events; maintain required documentation; and collect and input data into FaCT database.

14.14.2 Qualifications: High school diploma or equivalent;;

knowledge and understanding of services provided at the FRC and the surrounding community; and ability to relate well to individuals from diverse backgrounds and cultures, varied income levels, and educational levels. Proficiency in English and bilingual, based on community language need, is required.

14.15 Out-of-School-Time Leader (City):

14.15.1 Duties: Provide supervision and OST activities to youth/teen group at FRC, monitor attendance, plan and coordinate drop in tutoring program as well as outdoor activities for teen group/OST Program, and collect and enter data into the FaCT Database.

14.15.2 Qualifications: High school diploma or equivalent; twelve (12) college units in child development courses; one (1) year of experience working with children and teens; ability to deal with stressful situations; and be creative and energetic. Proficiency in English is required, and bilingual in Spanish is preferred.

14.16 Parent Advocate (TASK):

14.16.1 Duties: Provide support to FRC PARTICIPANTS in understanding the special education process; conduct trainings on a variety of special education topics; provide mentorship opportunities to families; supervise the translation team; revise and update trainings; and provide telephone follow up assistance after IEP clinics and trainings.

14.16.2 Qualifications: Knowledge of special education laws and regulations, ability to work with families of children with disabilities, and ability to conduct research on a computer. Fluency in English and Spanish is required.

14.17 Parenting Educator (City and BTC):

14.17.1 Duties: Teach parenting classes, administer FaCT-approved pre/post measurement tools, and enter results into the FaCT Database.

1 14.17.2 Qualifications: Possess twelve (12) units of college
2 education in child development, psychology, sociology, social work, or a
3 related field; one (1) year of experience working in the human services field;
4 and be trained and/or certified to provide the CONTRACTOR's chosen evidence-
5 based or evidence-informed curriculum. Proficiency in English and bilingual,
6 based on community language need, is required.

7 14.18 PEP Instructor (IH):

8 14.18.1 Duties: Provide and instruct PEP educational services to
9 victims in order to break the cycle of domestic violence by increasing
10 knowledge of the dynamics of domestic violence, effect of violence on victims
11 and their children, and to help victims protect children who live in violent
12 homes. Topics shall include safety planning, boundaries, anger management,
13 legal aspects of domestic violence, working through denial, and maintaining
14 healthy relationships. PEP Instructor will verify attendance, issue
15 certificates of completion, and provide verbal and/or written reports to
16 County Social Workers for TLFR PARTICIPANTS.

17 14.18.2 Qualifications: A minimum of two (2) years of experience
18 working with domestic violence families, forty (40) hours of Domestic Violence
19 Prevention training, eight (8) hours of Child Abuse Prevention and Reporting
20 training, completion of PEP training, and a valid Domestic Violence Advocate
21 Certificate is required. Proficiency in English and bilingual, based on
22 community language need, is required.

23 14.19 Technology Specialist (TASK):

24 14.19.1 Duties: Conduct trainings in English and Spanish on
25 various aspects of assistive technology (e.g., applications, specialized
26 software and hardware). Conduct individual and group labs with families of
27 children/youth with disabilities. Translate trainings into Spanish.

28 14.19.2 Qualifications: Knowledge of assistive technology and

ability to conduct research. Assistive Technology certification. Fluency in English and Spanish is required.

14.20 TLFR Family Fun Activities Leader (City):

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

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

///

///

///

///

///

///

///

///

///

///

///

///

///