

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 ~~individually~~ as "Contractor Partner Agencies." This Agreement
25 shall be administered by the County of Orange Social Services Agency Director
26 or designee, hereinafter referred to as "ADMINISTRATOR."
27

28 W I T N E S S E T H:

1
2 WHEREAS, Federal legislation has provided funding under the Promoting
3 Safe and Stable Families Program (formerly known as the "Family Preservation
4 and Support Program" and currently known in the COUNTY as Families and
5 Communities Together [FaCT] Program) and other funding sources for the
6 provision of services intended to maintain the safety of children in their
7 homes, help families through crises that might lead to the removal of children
8 from their homes or speed the return of children to their homes, alleviate
9 stress and promote parental competencies; and

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

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

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

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

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1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

4. DESCRIPTION OF SERVICES, STAFFING

1 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
2 and supplies as described in Exhibit "A" to the Agreement between County of
3 Orange and Magnolia Park Family Resource Center (FRC), for the Provision of
4 Services Promoting Safe and Stable Families Services, attached hereto and
5 incorporated herein by reference. CONTRACTOR shall operate continuously
6 throughout the term of this Agreement with the number and type of staff
7 described and as required for provision of services hereunder.

8 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
9 may require changes in staffing allocations to reflect current workload
10 demands or service needs as long as COUNTY's maximum obligation as set forth
11 in this Agreement is not exceeded.

12 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
13 appropriate staff to attend an orientation session and subsequent training
14 sessions given by COUNTY.

15 5. LICENSES AND STANDARDS

16 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
17 required by the laws of the United States, State of California, County of
18 Orange and all other appropriate governmental agencies to perform the services
19 described in this Agreement, and agrees to maintain these licenses and permits
20 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
21 that its employees shall conduct themselves in compliance with such laws and
22 licensure requirements including, without limitation, compliance with laws
23 applicable to sexual harassment and ethical behavior.

24 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
25 unless waived in whole or in part by ADMINISTRATOR, with all applicable
26 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
27 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
28 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all

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

5 5.2.1 For Federally funded Agreements in the amount of \$25,000
6 or more, CONTRACTOR certifies that its officers and/or principals are not
7 debarred or suspended from Federal financial assistance programs and/or
8 activities.

9 5.3 CONTRACTOR shall cooperate with the California Department of
10 Social Services (CDSS) on the implementation, monitoring, and evaluation of
11 the State's Child Abuse and Neglect Prevention and Intervention Program, and
12 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all
13 reporting and evaluation requirements established by CDSS.

14 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

15 6.1 Delegation and Assignment:

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

25 6.2 Subcontracts:

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

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

5 6.2.1 Subcontracts of \$25,000 or less:

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

14 6.2.2 Subcontracts in excess of \$25,000:

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

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

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

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

7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

7.1 Form of Business Organization:

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

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

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

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

7.2 Change in Form of Business Organization:

If during the term of this Agreement the form of CONTRACTOR's

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

7 7.3 Real Property Disclosure:

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

13 7.3.1 The location by street address and city of any such real
14 property.

15 7.3.2 The fair market value of any such real property as such
16 value is reflected on the most recently issued County Tax Collector's tax
17 bill.

18 7.3.3 A detailed description of all existing and pending
19 agreements, with respect to the use or occupation of any such real property.
20 Such description shall include, but not be limited to:

21 7.3.3.1 The term duration of any rental, lease or
22 license agreement;

23 7.3.3.2 The amount of monetary consideration to be paid
24 to the lessor or licensor over the term of the rental, lease or license
25 agreement;

26 7.3.3.3 The type and dollar value of any other
27 consideration to be paid to the lessor or licensor; and

28 7.3.3.4 The full names and addresses of all parties to

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

5 7.3.4 A listing by full names of all of CONTRACTOR's officers,
6 directors and/or partners, members of its administrative and advisory boards,
7 staff and consultants, who have any family relationship by marriage or blood
8 with a party to any agreement concerning real property referred to in
9 Subparagraph 7.3.3, immediately above, or who have any present or future
10 financial interest in such person's business, whether the entity concerned is
11 a corporation or partnership. Such listing shall also include the full names
12 of all of CONTRACTOR's officers, directors, partners and those holding a
13 financial interest. Included are members of its advisory boards, members of
14 its staff and consultants, who have any family relationship by marriage or
15 blood to an officer, director, or stockholder of the corporation or to any
16 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
17 also indicate the names of the officers, directors, stockholders, or
18 partner(s), as appropriate, and the family relationship which exists between
19 such person(s) and CONTRACTOR's representatives listed.

20 7.3.5 True and correct copies of all agreements with respect to
21 any such real property shall be appended to the documentation described above
22 and made a part thereof. If, during the term of this Agreement, there is a
23 change in the agreement(s) with respect to real property where persons receive
24 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
25 describing such changes.

26 8. NON-DISCRIMINATION

27 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
28 shall not engage nor employ any unlawful discriminatory practices in the

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

9 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
10 meets the lawful and applicable requirements of the U.S. Department of Health
11 and Human Services.

12 8.3 CONTRACTOR shall furnish any and all information requested by
13 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
14 books, records and accounts in order to ascertain CONTRACTOR's compliance with
15 Paragraph 8 et seq.

16 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
17 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
18 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

19 8.5 Non-Discrimination in Employment:

20 8.5.1 All solicitations or advertisements for employees placed
21 by or on behalf of CONTRACTOR shall state that all qualified applicants will
22 receive consideration for employment without regard to race, religious creed,
23 color, national origin, ancestry, physical disability, mental disability,
24 medical condition, genetic information, marital status, sex, gender, gender
25 identity, gender expression, age, sexual orientation, military and veteran
26 status or any other protected group in accordance with the requirements of all
27 applicable Federal or State laws. Notices describing the provisions of the
28 equal opportunity clause shall be posted in a conspicuous place for employees

1 and job applicants.

2 8.5.2 CONTRACTOR shall refer any and all employees desirous of
3 filing a formal discrimination complaint to:

4 California Department of Social Services

5 Public Inquiry and Response Bureau

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

7 Sacramento, CA 94244-2430

8 Telephone: (800) 952-5253

9 (800) 952-8349 (For the hard of hearing)

10 8.6 Non-Discrimination in Service Delivery:

11 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
12 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
13 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
14 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
15 the Americans with Disabilities Act of 1990; California Civil Code Section 51
16 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
17 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
18 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
19 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
20 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
21 Act of 1996; and other applicable Federal and State laws, as well as their
22 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
23 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
24 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
25 now exist or be hereafter amended. CONTRACTOR shall not implement any
26 administrative methods or procedures which would have a discriminatory effect
27 or which would violate the CDSS Manual of Policies and Procedures (MPP)
28 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

1 9.1 All notices, claims, correspondence, reports, and/or statements
2 authorized or required by this Agreement shall be addressed as follows:

3 COUNTY: County of Orange Social Services Agency
4 Contract Services
5 500 N. State College Blvd.
6 Orange, CA 92868-1600

7 CONTRACTOR: Magnolia Park Family Resource Center
8 c/o City of Garden Grove
9 11402 Magnolia Street
10 Garden Grove, CA 92841

11 9.2 All notices shall be deemed effective when in writing and
12 deposited in the United States mail, first class, postage prepaid and
13 addressed as above. Any notices, claims, correspondence, reports and/or
14 statements authorized or required by this Agreement addressed in any other
15 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually
16 agree to change the addresses to which notices are sent. This agreement must
17 be in writing.

18 10. NOTICE OF DELAYS

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

24 11. INDEMNIFICATION

25 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
26 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
27 State, COUNTY, and their elected and appointed officials, officers, employees,
28 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 of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this agreement for inspection by County representative(s) at any reasonable time.

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

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

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

12.5 Qualified Insurer:

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

12.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial 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	City of Garden Grove, (City); Boys

	\$2,000,000 aggregate	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
Employee Dishonesty		CB

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

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

4 12.10 All insurance policies required by this Agreement shall waive all
5 rights of subrogation against the County of Orange, its elected and appointed
6 officials, officers, agents and employees when acting within the scope of
7 their appointment or employment.

8 ~~12.11 The Workers' Compensation policy shall contain a waiver of~~
9 ~~subrogation endorsement waiving all rights of subrogation against the County~~
10 ~~of Orange, and members of the Board of Supervisors, its elected and appointed~~
11 ~~officials, officers, agents and employees.~~

12 12.12 Contractor shall notify County in writing within thirty (30) days
13 of any policy cancellation and ten (10) days for non-payment of premium and
14 provide a copy of the cancellation notice to County. Failure to provide
15 written notice of cancellation may constitute a material breach of the
16 contract, upon which the County may suspend or terminate this Agreement.

17 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"
18 policy, CONTRACTOR shall agree to maintain professional liability coverage for
19 two (2) years following completion of this Agreement.

20 12.14 The Commercial General Liability policy shall contain a
21 severability of interests clause also known as a "separation of insureds"
22 clause (standard in the ISO CG 0001 policy).

23 12.15 Insurance certificates should be mailed to COUNTY at the address
24 indicated in Paragraph 9 of this Agreement.

25 12.16 If CONTRACTOR fails to provide the insurance certificates and
26 endorsements within seven (7) days of notification by CEO/County Procurement
27 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

28 12.17 COUNTY expressly retains the right to require CONTRACTOR to

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

5 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
6 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
7 certificates of insurance and endorsements with COUNTY incorporating such
8 changes within thirty (30) days of receipt of such notice, this Agreement may
9 be in breach without further notice to CONTRACTOR, and COUNTY shall be
10 entitled to all legal remedies.

11 12.19 The procuring of such required policy or policies of insurance
12 shall not be construed to limit CONTRACTOR's liability hereunder nor to
13 fulfill the indemnification provisions and requirements of this Agreement, nor
14 act in any way to reduce the policy coverage and limits available from the
15 insurer.

16 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

17 CONTRACTOR shall report to COUNTY:

18 13.1 Any accident or incident relating to services performed under this
19 Agreement which involves injury or property damage which may result in the
20 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
21 shall be made in writing within twenty-four (24) hours of occurrence.

22 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
23 from or related to services performed by CONTRACTOR under this Agreement.
24 Such report shall be submitted to COUNTY within twenty-four (24) hours of
25 occurrence.

26 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
27 property. Such report shall be submitted to COUNTY within twenty-four (24)
28 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 loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism,

malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

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

17.3 Personal Computer Equipment:

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

18. BREACH SANCTIONS

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

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

18.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to

1 later recovery; and/or

2 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
3 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

6 19. DESIGNATED FISCAL LEAD AGENCY

7 19.1 Each of the Contractor Partner Agencies agrees that the City of
8 Garden Grove (City) shall serve as the designated ~~fiscal~~ lead agent on behalf
9 of the CONTRACTOR, with authority to present claims to COUNTY on behalf of
10 each of the Contractor Partner Agencies for services delivered by each of them
11 pursuant to this Agreement. As designated ~~fiscal~~ lead agent, City, shall
12 receive the claims from each of the other Contractor Partner Agencies on a
13 monthly basis and shall submit these claims, along with its own monthly claim,
14 pursuant to Paragraph 20 herein. Claims submitted to COUNTY by the designated
15 ~~fiscal~~ lead agent shall clearly identify the services that were performed by
16 ~~each~~ Contractor Partner Agency Agencies. Any and all payments to be made by
17 COUNTY pursuant to this Agreement shall be made payable to the designated
18 ~~fiscal~~ lead agent. The designated ~~fiscal~~ lead agent shall thereafter disburse
19 payment as appropriate to the Contractor Partner Agencies. Each of the
20 Contractor Partner Agencies agrees that COUNTY's disbursement of payment to
21 the designated ~~fiscal~~ lead agent shall satisfy COUNTY's payment obligation
22 under this Agreement.

23 19.2 As the designated ~~fiscal~~ lead agent, City shall also be
24 responsible for ~~at a minimum facilitating CONTRACTOR meetings, collecting~~
25 ~~documentation for invoices, and outcome measurements from each CONTRACTOR~~
26 ~~Partner Agency, and maintaining complete and accurate records of all financial~~
27 ~~and outcome measurement data on behalf of CONTRACTOR activities that include~~
28 ~~but are not limited to the following:~~

- 1 19.2.1 Oversight of FRC services;
- 2 19.2.2 Employment and supervision of the FRC Coordinator;
- 3 19.2.3 Facilitating established meetings for Contractor Partner
- 4 Agencies and generating meeting minutes;
- 5 19.2.4 Coordinating a minimum of weekly case management
- 6 meetings;
- 7 19.2.5 Collecting and maintaining complete documentation for
- 8 invoices from Contractor Partner Agencies;
- 9 19.2.6 Overseeing the collection, maintenance, and management of
- 10 FRC data including outcome measurements from Contractor Partner Agencies;
- 11 19.2.7 Generating monthly reports (i.e. Service Grids) in
- 12 accordance with Paragraph 38 of this Agreement and Exhibit Paragraph 9 for
- 13 submission to COUNTY;
- 14 19.2.8 Reimbursing FaCT-funded Contractor Partner Agencies for
- 15 FaCT-funded services rendered prior to invoicing COUNTY;
- 16 19.2.9 Generating modification requests on the FRC's behalf for
- 17 submission to COUNTY;
- 18 19.2.10 Collecting information from Contractor Partner Agencies
- 19 and generating a monthly FRC activity calendar;
- 20 19.2.11 Coordinating FRC sustainability efforts referenced in
- 21 Exhibit "A", Subparagraph 11 of this Agreement;
- 22 19.2.12 Ensuring all Contractor Partner Agencies are current on
- 23 required documentation (e.g., insurance certificates, copies of
- 24 resumes/applications, independent audits);
- 25 19.2.13 Ensuring all Non-FaCT Funded Partner Agencies have a
- 26 current agreement with the FRC and provide copies of agreements to COUNTY upon
- 27 request;
- 28 19.2.14 Facilitating collaborative activities, services, and

programs to ensure effective service delivery;

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

19.2.16 Attending required FaCT meetings and mandatory trainings; and

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

20. PAYMENTS

20.1 Maximum Contractual Obligation:

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

20.2 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 Advance Payment:

~~ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR an amount not in excess of 16.66 percent (16.66%) of the maximum obligation of COUNTY for the first twelve-month period of the Agreement, upon receipt of a~~

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

20.4 Claims:

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

20.4.2 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.

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

20.4.4 Year End and Final Claims:

20.4.4.1 CONTRACTOR shall submit a final claim for each

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

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

21. OVERPAYMENTS

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

1 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
2 COUNTY necessary to enforce the provisions set forth in this Paragraph.

3 22. OUTSTANDING DEBT

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

7 23. FINAL REPORT

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

13 24. INDEPENDENT AUDIT

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

23 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
24 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
25 of organization-wide audits for each of the fiscal cycles corresponding with
26 the term of this Agreement. CONTRACTOR shall provide each audit within
27 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
28 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny

1 payment under this or any subsequent Agreement with CONTRACTOR until such time
2 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
3 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

4 25. RECORDS, INSPECTIONS AND AUDITS

5 25.1 Financial Records:

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

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

16 25.2 Client Records:

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

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

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

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

4 25.3 Public Records:

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

10 25.4 Inspections and Audits:

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

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

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

28 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of

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

25.5 Evaluation Studies:

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

26. PERSONNEL DISCLOSURE

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

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

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

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

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

26.2 CONTRACTOR's employment applications shall require applicants to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of

1 any applicant shall be cause for termination of that employee from the
2 performance of services under this Agreement.

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

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

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

28 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's

1 staff performing work hereunder and any proposed changes in CONTRACTOR's
2 staff.

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

6 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
7 terminated for cause from working on this Agreement.

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

11 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to

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

11 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

17 31. CONFIDENTIALITY

18 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
19 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
20 and all other provisions of law, and regulations promulgated thereunder
21 relating to privacy and confidentiality, as each may now exist or be hereafter
22 amended.

23 31.2 All records and information concerning any and all persons
24 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
25 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
26 volunteers. CONTRACTOR shall require all of its employees, agents,
27 subcontractors and volunteer staff who may provide services for CONTRACTOR
28 under this Agreement to sign an agreement with CONTRACTOR before commencing

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

11 31.3 CONTRACTOR shall inform all of its employees, agents,
12 subcontractors, volunteers and partners of this provision and that any person
13 violating the provisions of said State law may be guilty of a crime.

14 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
15 be subject to the confidentiality requirements of this Agreement.

16 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
17 with respect to Juvenile Court matters, in accordance with WIC Section 827,
18 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
19 regarding Confidentiality, as it now exists or may hereafter be amended.

20 31.5.1 No access, disclosure or release of information regarding
21 a child who is the subject of Juvenile Court proceedings shall be permitted
22 except as authorized. If authorization is in doubt, no such information shall
23 be released without the written approval of a Judge of the Juvenile Court.

24 31.5.2 CONTRACTOR must receive prior written approval of the
25 Juvenile Court before allowing any child to be interviewed, photographed or
26 recorded by any publication or organization or to appear on any radio,
27 television or internet broadcast or make any other public appearance. Such
28 approval shall be requested through child's Social Worker.

1 31.5.3 ~~Attorney Client Confidentiality Requirements: In the~~
2 ~~event Contractor Partner Agency is a legal assistance provider, nothing in~~
3 ~~this Agreement shall allow COUNTY or the State of California to engage in any~~
4 ~~conduct that would impair the attorney-client relationship between CONTRACTOR~~
5 ~~and its clients, as that relationship is customarily defined in the legal~~
6 ~~community; and, in particular, nothing herein shall require CONTRACTOR to~~
7 ~~reveal attorney-client privileged information, nor allow COUNTY or the State~~
8 ~~to interfere with any other legal and ethical duties CONTRACTOR owes to its~~
9 ~~clients. To the extent COUNTY, in fulfilling its contractual obligations~~
10 ~~and/or its obligations under State or Federal law, finds it necessary to~~
11 ~~examine documents or files prepared by CONTRACTOR in the course of its~~
12 ~~confidential relationship with its clients, CONTRACTOR may delete information~~
13 ~~which would identify clients from such documents or files before they are~~
14 ~~examined by COUNTY.~~

15 32. COPYRIGHT ACCESS

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

20 33. WAIVER

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

34. PETTY CASH

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

35. PUBLICITY

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

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

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

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

36. COUNTY RESPONSIBILITIES

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

37. REFERRALS

37.1 CONTRACTOR shall provide services to individuals referred by ADMINISTRATOR.

38. REPORTS

1 38.1 CONTRACTOR shall provide information deemed necessary by
2 ADMINISTRATOR to complete any State-required reports related to the services
3 provided under this Agreement.

4 38.2 CONTRACTOR shall maintain records and submit reports containing
5 such data and information regarding the performance of CONTRACTOR's services,
6 costs or other data relating to this Agreement, as may be requested by
7 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
8 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

9 39. ENERGY EFFICIENCY STANDARDS

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

13 40. ENVIRONMENTAL PROTECTION STANDARDS

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

20 40.1 No facility to be utilized in the performance of the proposed
21 grant has been listed on the EPA List of Violating Facilities;

22 40.2 It will notify COUNTY prior to award of the receipt of any
23 communication from the Director, Office of Federal Activities, U.S. EPA,
24 indicating that a facility to be utilized for the grant is under consideration
25 to be listed on the EPA List of Violating Facilities; and

26 40.3 It will notify COUNTY and EPA about any known violation of the
27 above laws and regulations.
28

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

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

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

2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

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

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

9 C. Submission of this certification and disclosure is a
10 prerequisite for making or entering into this Agreement imposed by Section
11 1352, Title 31, USC. Any person who makes an expenditure prohibited under
12 this provision or who fails to file or amend the disclosure form to be filed
13 or amended by this provision, shall be subject to a civil penalty of not less
14 than \$10,000, and not more than \$100,000, for each such failure.

15 42. POLITICAL ACTIVITY

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

19 43. TERMINATION PROVISIONS

20 43.1 ADMINISTRATOR may terminate this Agreement without penalty
21 immediately with cause or after thirty (30) days written notice without cause,
22 unless otherwise specified. Notice shall be deemed served on the date of
23 mailing. Cause shall be defined as any breach of contract, any
24 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
25 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
26 all further obligations under this Agreement.

27 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to
28 cooperate with ADMINISTRATOR in the orderly transfer of service

responsibilities, active case records, and pertinent documents.

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

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

44. GOVERNING LAW AND VENUE

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

45. SIGNATURE IN COUNTERPARTS

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

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, ~~specified below~~, to families: birth, kinship, blended, adoptive, and foster families with children birth to eighteen (0-18) years who are at risk for and/or experiencing child abuse and/or maltreatment 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 ~~reside in the City Garden Grove, California and surrounding communities within Orange County and~~ 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 ~~WORKLOAD STANDARDS~~

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 ~~for each contracted service~~:

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

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

2.2.3 Children have permanency and stability in their living situations.

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

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

2.2.6 Children receive appropriate services to meet educational needs.

2.2.7 Children receive adequate services to meet physical and

1 mental health needs.

2 2.3 The four (4) PSSF service categories are as follows:

3 2.3.1 Family Preservation: Family Preservation (FP) services
4 typically are designed to help families alleviate crises that might lead to
5 out-of-home placement of children; maintain the safety of children in their
6 own homes; and assist families in obtaining services and other supports
7 necessary to address their multiple needs in a culturally responsive manner.
8 ~~FP services should comprise approximately twenty-five (25) percent of the~~
9 ~~budget for total services. Services must address a minimum of one (1) of the~~
10 ~~PSSF outcomes for each contracted service (as specified in Subparagraph 2.2~~
11 ~~below).~~

12 2.3.2 Family Support: Family Support (FS) services are
13 primarily community-based preventive activities designed to alleviate stress
14 and promote parental competencies and behaviors that will increase the ability
15 of families to successfully nurture their children; enable families to use
16 other resources and opportunities available in the community; and create
17 supportive networks to enhance child-rearing abilities of parents and help
18 compensate for the increased social isolation and vulnerability of families.
19 ~~FS services should comprise approximately thirty-five (35) percent of the~~
20 ~~budget for total services. Services must address a minimum of one (1) of the~~
21 ~~PSSF outcomes for each contracted service (as specified in Subparagraph 2.2~~
22 ~~below).~~

23 2.3.3 Time-Limited Family Reunification: Time-Limited Family
24 Reunification (TLFR) are services and activities provided to a child who is
25 removed from the child's home and placed in a foster family home or a
26 childcare institution. These services are also for the parents or primary
27 caregiver for the child, in order to facilitate the reunification of the child
28 safely and appropriately during the court ordered family reunification period.

1 TLFR services include individual, group, and family counseling; inpatient,
2 residential, or outpatient substance abuse treatment services; mental health
3 services; assistance to address domestic violence; temporary childcare and
4 therapeutic services for families, including crisis nurseries; and
5 transportation to and from any of the above services. ~~TLFR services should~~
6 ~~comprise approximately twenty (20) percent of the budget for total services.~~
7 ~~Services must address a minimum of one (1) of the PSSF outcomes for each~~
8 ~~contracted service (as specified in Subparagraph 2.2 below).~~

9 2.3.4 Adoption Promotion and Support: Adoption Promotion and
10 Support (APS) services are designed to encourage more adoptions out of the
11 foster care system, when adoptions promote the best interest of children, and
12 include such activities as pre- and post-adoptive services designed to
13 expedite the adoption process and support adoptive families. ~~APS services~~
14 ~~should comprise approximately twenty (20) percent of the budget for total~~
15 ~~services. Services must address a minimum of one (1) of the PSSF outcomes for~~
16 ~~each contracted service (as specified in Subparagraph 2.2 below).~~

17 2.4 Unless specified otherwise, the services described below in
18 Subparagraphs 5.1 through 5.23 addresses each of the four (4) PSSF categories
19 described above in Subparagraphs 2.3.1 through 2.3.4.

20 2.5 Community-Based Child Abuse Prevention (CBCAP): Services shall
21 align with the California Department of Social Services Community-Based Child
22 Abuse Prevention (CBCAP) program which supports efforts to develop, operate,
23 expand, enhance, and coordinate initiatives, programs and activities to
24 prevent child abuse and neglect. In addition, CBCAP supports the coordination
25 of resources to better strengthen and support families as well as foster
26 understanding, appreciation and knowledge of diverse populations in order to
27 effectively prevent and treat child abuse and neglect.

28 2.6 ADMINISTRATOR may, in its sole discretion and upon written notice

to CONTRACTOR, modify: the terms or definitions, the particular type of services/activities to be provided, the time-of-day and day-of-week services/activities are to be provided, the location(s) where services/activities shall be provided, the date(s) services/activities shall begin and end, the service goal(s), measurement tools and outcome indicators, and the number of participants to be provided services/activities as described in Paragraph 5, below, without changing COUNTY'S maximum obligation as set forth in this Agreement. ~~CONTRACTOR understands that such modification(s) shall promote community participation.~~ Any modification of services/activities shall remain within the scope of defined PSSF service categories and PSSF outcomes and shall promote community participation. CONTRACTOR shall not institute any modification without prior, written approval of ADMINISTRATOR.

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

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of PARTICIPANT ~~the target population(s) as determined by ADMINISTRATOR.~~ At a minimum, CONTRACTOR shall provide services Monday through Friday from ~~8~~ 9:00 a.m. to ~~5~~ 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 violence prevention and treatment (Personal Empowerment Program), out-of-school-time youth program, TLFR family fun activities, foster/adoptive parent recruitment, and information and referral services in support of achieving FaCT goals.

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

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

1 4.4 Designate City of Garden Grove to function as both the designated
2 lead agency and the program management lead agency. The fiscal and program
3 management responsibilities shall include those referenced in Paragraph 19 of
4 this Agreement.

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

7 4.6 Provide services that are cultural responsive to the needs of the
8 community to be served.

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

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

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

23 4.10 Collaborate with COUNTY staff and COUNTY'S contracted Differential
24 Response (DR) and Family Stabilization (FS) services staff who provide
25 services to Social Services Agency (SSA) clients.

26 5. SERVICES

27 Throughout this Exhibit, the Contractor Partner Agencies shall
28 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.

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

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

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

5.2 Individual Counseling (City):

5.2.1 The objectives of Counseling Services are as follows:

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

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

5.2.1.3 Increase access to social support systems;

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

5.2.1.5 Reduce risk of violence in the home; and

5.2.1.6 Improve individual and family functioning.

5.2.2 ~~City shall provide Individual Counseling services to children ages birth to eighteen (0-18) years, who are at risk of abuse or neglect, and/or their parents, foster parents (and their children), adoptive families (and their children), and/or caregivers (and their children). Individuals may include: those who are low income; coming from intact families; individuals in the process of reunification; those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.19). These individuals are not Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements for medical necessity.~~

5.2.3 City shall provide Group and Individual counseling services for a minimum of ~~ten (10)~~ twenty-two (22) unduplicated PARTICIPANTS annually. ~~Individual~~ Counseling services shall include, but not be limited to: assess PARTICIPANT's needs, provide emotional support, stabilize immediate crisis, develop goals for PARTICIPANTS, address ~~independent living skills; self-control;~~ parenting issues, cycle of abuse, victimization, enhance family dynamics, ~~modify dysfunctional behaviors; incorporate appropriate family roles and develop time limited goals for the family and child in placement that are targeted to PARTICIPANTS' particular reunification plans, if applicable; and~~

1 make appropriate linkages to all needed treatment programs and social support
2 systems. The Counselor and/or designee, as approved by ADMINISTRATOR, shall
3 attend the FRC's ~~Comprehensive Case Management Team~~ (CMT) meetings. ~~Services~~
4 ~~shall be provided in a culturally responsive manner English and Spanish as~~
5 ~~needed by PARTICIPANT.~~

6 5.2.4 City shall provide Group and Individual counseling
7 services continuously throughout the term of this Agreement by appointment
8 ~~Monday through Friday~~ during FRC operating hours. City may also schedule
9 evening hours at the request of PARTICIPANTS. Counseling sessions shall be a
10 minimum of fifty (50) minutes in duration, or as clinically indicated by the
11 clinician, and offered to PARTICIPANTS on a weekly basis. City shall offer a
12 minimum of four (4) weeks of counseling sessions and a maximum of twenty (20)
13 sessions for each PARTICIPANT for Group, and Individual counseling. ~~FRC shall~~
14 ~~provide a phone messaging system to record messages and post a sign with an~~
15 ~~emergency contact name and telephone number for PARTICIPANTS who may call or~~
16 ~~visit the FRC after hours.~~

17 5.2.5 City shall provide Group counseling services to minimum
18 of twelve (12) unduplicated PARTICIPANTS annually. A minimum of one (1)
19 adolescent support group and one (1) children's social skills group series
20 shall be provided annually throughout the term of this Agreement. Group
21 counseling sessions shall consist of a minimum of six (6) and maximum of eight
22 (8) PARTICIPANTS. Group counseling topics shall be determined based on
23 emerging needs within the community and may include psychoeducational topics
24 such as self-esteem, anxiety, effective communication, self-care, and healthy
25 relationships.

26 5.2.6 City shall provide Individual counseling services to a
27 minimum of ten (10) unduplicated PARTICIPANTS annually. Individual counseling
28 services shall include a solution-focused approach with the intent of

1 preventing, addressing, and/or alleviating crisis that may lead to out-of-home
2 placement of children and maintaining safety of children in the home.
3 Services shall encourage and support parents and/or caregivers who are
4 fostering or have adopted children. Counseling shall also focus on improving
5 problem-solving skills and strengthening parent-child and family relationships.
6 Referrals shall be made to other mental health providers or medical providers
7 if additional counseling or other services are needed.

8 5.2.7 As appropriate, City Counseling staff (e.g., MSW/MFT
9 Interns) shall be available for FRC walk-in clients experiencing crisis.

10 5.2.8 As appropriate, PARTICIPANTS in need of Family counseling
11 services will have Family counseling services incorporated into PARTICIPANT's
12 treatment plan.

13 ~~5.2.9 City shall provide Individual Counseling services in a~~
14 ~~private office space at one of the FRC locations, or other community~~
15 ~~locations, with advance written approval by ADMINISTRATOR, provided location~~
16 ~~can accommodate the confidentiality of the service.~~

17 ~~5.2.10 City shall measure progress by ensuring PARTICIPANTS~~
18 ~~complete a FaCT registration form, FaCT consent form, and FaCT approved~~
19 ~~assessment tools.~~

20 ~~5.2.11 City Individual Counseling services shall address the~~
21 ~~following PSSF service categories: FP, FS, TLFR, and APS.~~

22 5.2.12 City shall provide qualified, bilingual Counseling staff
23 as specified in Subparagraph 14.7 of this Exhibit

24 5.3 Individual Counseling (BTC):

25 5.3.1 The objectives of Counseling Services are as referenced
26 in Subparagraph 5.2.1 of this Exhibit.

27 ~~5.3.2 CSP shall provide Individual Counseling services to~~
28 ~~children ages birth to eighteen (0-18) years, who are at-risk of abuse or~~

neglect, and/or their parents, foster parents (and their children), adoptive families (and their children), and/or caregivers (and their children). Individuals may include: those who are low income; coming from intact families; individuals in the process of reunification; those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.2). These individuals are not Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements for medical necessity.

5.3.3 CSP BTC shall provide Group and Individual counseling services for a minimum of ~~fifty (50)~~ seventy-five (75) unduplicated PARTICIPANTS annually. Individual Counseling services shall include, but not be limited to: assess PARTICIPANT's needs, provide emotional support, stabilize immediate crisis, develop goals for PARTICIPANTS, address independent living skills, self-control, parenting issues, cycle of abuse, victimization, enhance family dynamics, ~~modify dysfunctional behaviors, incorporate appropriate family roles and develop time limited goals for the family and child in placement that are targeted to PARTICIPANTS' particular reunification plans, if applicable, and make appropriate linkages to all needed treatment programs and social support systems, assist parent/caregivers with proper parenting techniques, facilitate therapeutic exploration, discussion of family issues impacting overall family functioning, and establish reasonable and attainable goals.~~ The Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the FRC's ~~Comprehensive Case Management Team CMT~~ meetings. Services shall be provided in a culturally responsive manner in English and Spanish as needed by PARTICIPANT.

5.3.4 CSP BTC shall provide Group and Individual counseling services continuously throughout the term of this Agreement by appointment

Monday through Friday during FRC operating hours. ~~CSP~~ BTC may also schedule evening hours at the request of PARTICIPANTS.

5.3.5 BTC shall provide Group counseling services for a minimum of thirty (30) unduplicated PARTICIPANTS annually. Groups shall consist of a minimum of six (6) and a maximum of eight (8) PARTICIPANTS unless a second clinician is present, and then the Group shall not exceed twelve (12) PARTICIPANTS. Group series shall be a minimum of four (4) sessions and a maximum of eight (8) sessions. Group counseling topics will be determined based on emerging needs within the community and through collaboration with various community partners. Group counseling titles include, but are not limited to: Father's Empowerment, Women Helping Women, Adult Mental Health and Parenting, Mental Health and Relationships, Recognizing Mental Health and Substance Abuse in Family Members, Parenting Special Needs Children, Coping Skills, Positive Recovery, and Cyber Safety for Teens.

5.3.6 BTC shall provide Individual counseling services for a minimum of forty-five (45) unduplicated PARTICIPANTS annually. BTC Individual counseling sessions shall be a minimum of fifty (50) minutes in duration, or as clinically indicated by the clinician, and offered to PARTICIPANTS up to two (2) times weekly. ~~CSP~~ BTC shall offer a minimum of four (4) weeks of counseling sessions and a maximum of twenty (20) sessions for each PARTICIPANT. ~~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.~~ BTC Individual counseling services shall include an out-patient counseling and biopsychosocial assessment of PARTICIPANT. Individual counseling services shall be provided by a Master's level clinician specifically trained in behavior health treatment. Counseling services shall treat emotional and behavioral mental health disorders including, but not limited to: ADHD, anxiety,

depression, oppositional behavior, conduct disorder, eating and body image, and recurrent pain.

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

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

~~5.3.9 CSP shall provide Individual Counseling services in a private office space at one of the FRC locations, or other community locations, with advance written approval by ADMINISTRATOR, provided location can accommodate the confidentiality of the service.~~

~~5.3.10 CSP shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form, FaCT consent form, and FaCT approved assessment tools.~~

~~5.3.11 CSP Individual Counseling services shall address the following PSSF service categories: FP, FS, TLFR, and APS.~~

5.3.12 ~~CSP~~ BTC shall provide qualified, bilingual Licensed/license-eligible Counselor staff as specified in Subparagraph 14.7 of this Exhibit.

5.4 Family Advocacy/Case Management 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.

1 5.4.3 ~~City of Garden Grove (City) shall provide Family~~
 2 ~~Advocacy/Case Management Support services to children ages birth to eighteen~~
 3 ~~(0-18) years, who are at risk of abuse or neglect, and/or their parents,~~
 4 ~~foster parents (and their children), and/or caregivers (and their children),~~
 5 ~~and/or pre- and post-adoptive families. Families may include: those who are~~
 6 ~~low income; homeless; unemployed; intact families; families in the process of~~
 7 ~~reunification or in the COUNTY adoption process; or those who may be~~
 8 ~~experiencing a crisis due to interpersonal conflicts, difficult parenting~~
 9 ~~issues, challenging child needs, and/or traumatic loss (hereinafter referred~~
 10 ~~to as "PARTICIPANTS" for purposes of Subparagraph 5.5).~~

11 5.4.4 City shall provide Family Advocacy/Case Management
 12 Support Services for a minimum of one hundred (100) unduplicated PARTICIPANTS
 13 FAMILIES annually. Family Advocacy/Case Management Support Services are those
 14 services employing a case manager (e.g., Family Support Specialist) for
 15 assessing the strengths and meeting the multiple needs of a client and family;
 16 arranging, coordinating, monitoring, evaluating, and advocating for multiple
 17 services for families. The primary goal of case management shall be to link
 18 clients in crisis with multiple needs to resources, services, and
 19 opportunities. The ~~case manager~~ Family Support Specialist shall also teach
 20 and empower clients to access community resources and strengthen problem
 21 solving skills. Family Support Specialist shall complete a comprehensive bio
 22 psychosocial assessment for all families. Family Support Specialist and FRC
 23 Coordinator shall jointly review psychosocial assessments during weekly
 24 supervision, and jointly develop a case plan for each family. ~~but not be~~
 25 ~~limited to, the following: conduct in office or in home assessment of family~~
 26 ~~strengths and needs; development and implementation of a service plan;~~
 27 ~~building on and supporting family strengths while identifying and linking~~
 28 ~~families to resources and services; coordination of services among service~~

~~providers and ADMINISTRATOR's Social Workers; monitor to assure PARTICIPANTS' needs are being met and goals are being achieved; reassessment of needs as appropriate; and termination processes. With PARTICIPANT permission, the City's Family Advocate shall refer PARTICIPANT to CONTRACTOR's Comprehensive Case Management Team meetings to assist with mobilizing services in support of families receiving Family Advocacy/Case Management Support services. Services shall be provided in a family friendly, culturally responsive manner in English and Spanish as needed by PARTICIPANT.~~

5.4.5 City shall provide Family Advocacy/Case Management Support Services during the term of this Agreement ~~Monday through Friday~~ during FRC operating hours. City shall provide ~~short-term~~ Family Advocacy/Case Management Support Services for a minimum of thirty (30) days ~~or long term Family Advocacy/Case Management Support services for a minimum of sixty (60) days~~ for each PARTICIPANT.

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

5.4.7 ~~City shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form, FaCT consent form, and FaCT approved assessment tools.~~

5.4.8 ~~City Family Advocacy/Case Management Support services shall address the following PSSF service categories: FP, FS, TLFR, and APS.~~

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

5.5 Foster and Adoptive Parent Recruitment (City):

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

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

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

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

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

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

5.6 FRC Comprehensive Case Management Team (City)

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

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

5.6.1.2 Improve resource linkages.

5.6.1.3 Improve individual and family functioning.

5.6.1.4 Decrease duplication of services.

1 5.6.1.5 Build the capacity of communities and FRC to
2 address the needs of children and families.

3 5.6.2 The ~~Comprehensive Case Management Team~~ FRC CMT consists
4 of an integrated multidisciplinary team comprised of three (3) or more persons
5 trained and qualified to provide services. The ~~Comprehensive Case Management~~
6 ~~Team~~ FRC CMT is responsible for identifying the educational, health, or social
7 service needs of a child and child's family and for developing a plan to
8 address these multiple needs as identified in Welfare and Institutions Code
9 (WIC) section 18986.40. Participants of the FRC CMT shall include all
10 Contractor Partner Agencies and Non-FaCT Funded Partners Agency(ies)
11 representatives that would benefit the family. In addition to the
12 participation of the FRC Contractor Partner Agencies, local Miscellaneous
13 Order Number 534.3 specifies that multidisciplinary services team composition
14 include at least two (2) members from the following: Orange County Probation
15 Department, Orange County Health Care Agency, Orange County Department of
16 Education, Regional Center of Orange County, North Orange County Regional
17 Occupational Program, and Orange County SSA.

18 5.6.3 ~~Community Service Programs (CSP), in coordination with~~
19 ~~collaborative partners, shall jointly provide Comprehensive Case Management~~
20 ~~Team services for families with and/or caregivers of children ages birth to~~
21 ~~eighteen (0-18) years, who are at risk of abuse or neglect. These include~~
22 ~~low income, intact families, foster families, and/or families in the process~~
23 ~~of reunification (hereinafter referred to as "PARTICIPANTS" for purposes of~~
24 ~~Subparagraph 5.1).~~

25 5.6.4 ~~CSP~~ City, in coordination with Contractor Partner
26 Agency(ies), shall jointly provide ~~Comprehensive Case Management Team~~ FRC CMT
27 services for a minimum of ~~one hundred (100)~~ ninety (90) unduplicated
28 PARTICIPANTS FAMILIES annually. ~~Comprehensive Case Management Team~~ FRC CMT

services include, but are not limited to: identifying the educational, health, or social service needs of a child and child's family; developing a plan to address these multiple needs; weekly reviews; team assessment; arranging and coordinating appropriate services; monitoring effectiveness of services; and evaluating the outcome of services. ~~Comprehensive Case Management Team~~ FRC CMT services shall include, but not be limited to, the following components:

5.6.4.1 Assessment: The ~~CSP Licensed Clinical Social Worker and Comprehensive Case Management Team~~ FRC CMT Clinical Supervisor, based on input from the CMT, shall complete an ~~comprehensive~~ assessment of PARTICIPANTS' strengths and needs, ~~treatment plan, follow-up,~~ and community resources available to PARTICIPANT. ~~The CSP Licensed Clinical Social Worker shall ensure the completion of a FaCT registration form, FaCT consent form, and referral form.~~

5.6.4.2 Individualized Treatment Plan: On the basis of the assessment in 5.6.4.1, the ~~FRC CMT CSP Licensed Clinical Social Worker and Comprehensive Case Management Team~~ 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.

5.6.4.3 Reassessment: The ~~CSP Licensed Clinical Social Worker and Comprehensive Case Management Team~~ FRC CMT Clinical Supervisor and CMT shall jointly reassess the PARTICIPANT's status, with input from Contractor ~~collaborative~~ Partner Agencies, in a weekly clinical review of cases. ~~Comprehensive Case Management Team~~ FRC CMT meetings shall provide weekly evaluations and assessment for PARTICIPANTS.

5.6.4.4 Termination: The ~~Comprehensive Case Management Team~~ 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.

5.6.5 ~~CSP City in coordination with and Family Resource Center (FRC) Contractor Partner Agencies shall jointly provide Comprehensive Case Management Team FRC CMT services Monday through Friday from 9:00 AM to 5:00 PM during FRC operating hours continuously throughout the term of this Agreement. Comprehensive Case Management Team FRC CMT meetings shall be scheduled a minimum of one (1) day per week for a minimum of one (1) hour in duration. CSP's City's Program Director Clinical Supervisor and FRC Coordinator shall jointly facilitate Comprehensive Case Management Team FRC CMT meetings.~~

5.6.6 ~~CSP and FRC Partners shall jointly provide Comprehensive Case Management Team services at FRC location.~~

5.6.7 ~~CSP and FRC Partners shall jointly measure progress by ensuring PARTICIPANTS complete a FaCT registration form, a FaCT consent form and the FaCT standardized assessment tool. City shall complete the FRC CMT Tracking and Outcomes Log and the required forms referenced in Subparagraph 4.8.~~

5.6.8 ~~CSP and FRC Partners Comprehensive Case Management Team services shall address the following PSSF service categories: FP, FS, TLFR, and APS.~~

5.6.9 ~~CSP City shall provide qualified licensed or license-eligible Comprehensive Case Management Team Facilitator FRC CMT Clinical Supervisor staff Comprehensive Case Management Team meetings as specified in Subparagraph 14.11 of this Exhibit.~~

5.7 Life Skills Workshop:

5.7.1 ~~CSP shall provide Life Skills Workshop services to parents, foster parents, and caregivers of children ages birth to eighteen (0-18) years who are at risk for child abuse or neglect. Individuals may include those who are low-income, dealing with poverty issues, domestic violence, teen~~

parent, receiving child welfare services, including families in the process of reunification or County adoption process, and/or those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.3).

5.7.2 CSP shall provide Life Skills Workshop services for a minimum of thirty (30) unduplicated PARTICIPANTS. Life Skills Workshop topics shall include, but are not limited to the following: self-esteem, depression, increasing coping skills, anxiety, stress, anger management, youth development, and the impact of family trauma, child abuse and domestic violence. Services shall be provided in a culturally responsive manner in English and Spanish as needed by PARTICIPANTS.

5.7.3 CSP shall provide a minimum of two (2) Life Skills Workshops during the term of this agreement. Each workshop shall be a minimum of two (2) hours in duration, and shall be presented in English and/or Spanish. CSP shall offer Life Skills Workshops from 9:00 AM to 5:00 PM, Monday through Friday at dates and times convenient for PARTICIPANTS.

5.7.4 CSP shall provide Life Skills Workshops at one of the FRC locations, or other community locations, with advance written approval by ADMINISTRATOR.

5.7.5 CSP shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form, sign in sheet, and satisfaction survey.

5.7.6 CSP Life Skills Workshops shall address the following PSSF service categories: FP, FS, TLFR, and APS.

5.7.7 CSP shall provide qualified licensed/license eligible Counselor staff as specified in Subparagraph 11.7 of this Exhibit.

5.8 Group Counseling:

5.8.1 CSP shall provide Group Counseling services to children

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

5.8.2 CSP shall provide Group Counseling services for a minimum of thirty five (35) unduplicated PARTICIPANTS. Group Counseling services shall include, but not be limited to, assessing PARTICIPANT's needs, provide emotional support, stabilize immediate crisis and develop goals for PARTICIPANTS, address independent living skills, self control, parenting issues, cycle of abuse, victimization, enhance family dynamics, modify dysfunctional behaviors, incorporate appropriate family roles and develop time limited goals for the family and child in placement that are targeted to PARTICIPANTS' particular reunification plans, if applicable, and make appropriate linkages to all needed treatment programs and social support systems, assist parent/caregivers with proper parenting techniques, facilitate therapeutic exploration, discussion of family issues impacting overall family functioning, and establish reasonable and attainable goals. The Bilingual Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team meetings. Services shall be provided in a culturally responsive manner in English and Spanish as needed by PARTICIPANTS.

5.8.3 CSP shall provide Group Counseling services during the term of this Agreement Monday through Friday during FRC operating hours. CSP

may also schedule evening hours at the request of PARTICIPANTS. CSP shall provide a minimum of three (3) Group Counseling series at a minimum of sixty (60) minutes each session with a six (6) week session minimum per series, based upon clinical need. Each session shall include a minimum of four (4) PARTICIPANTS per group. FRC shall provide a phone messaging system to record messages and post a sign with an emergency contact name and telephone number for PARTICIPANTS who may call or visit the FRC after hours.

5.8.4 CSP shall provide Group Counseling services in a private office space at one of the FRC locations, or other community locations, with advance written approval by ADMINISTRATOR, provided location can accommodate the confidentiality of the service.

5.8.5 CSP shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form, FaCT consent form, and FaCT approved assessment tools.

5.8.6 CSP Group Counseling services shall address the following PSSF service categories: FP, FS, TLFR, and APS.

5.8.7 CSP shall provide qualified licensed/license-eligible Counselor staff as specified in Subparagraph 11.7 of this Exhibit.

5.9 Community Resource Information and Referral Services (City):

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

5.9.2 City shall provide Community Resource Services to the following: parents and/or caregivers and their children ages birth to eighteen (0-18) years who are at risk of abuse or neglect; low-income or dealing with poverty issues (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.13).

5.9.3 City shall provide Community Resource Information and Referral Services for a minimum of nine hundred sixty (960) eighteen hundred

(1,800) unduplicated PARTICIPANTS annually. ~~Community Resource~~ Services shall include an assessment of need and referral to emergency housing, emergency food, family counseling, childcare, substance abuse counseling and treatment, parenting education, utility assistance, health and mental health treatment, education and job training, legal aid, youth academic and recreation services, and many other services based on client needs. The FRC Information and Referral Specialist shall ~~be required to partner~~ collaborate with other County and local community resource services providers by receiving and referring clients, which may include, but not limited to, 2-1-1 Orange County, Help Me Grow, etc. ~~Services shall be provided in a family friendly culturally responsive manner in English and Spanish as needed by PARTICIPANTS.~~

5.9.4 ~~City shall provide Community Resource Services Monday through Friday from 8:00 a.m. to 6:00 p.m., during the term of this Agreement. FRC shall provide a phone messaging system to record messages during all other times~~ Information and Referral Specialist shall be stationed at the FRC reception area as the first point of contact for walk-in and telephone/email inquiries during FRC operating hours. Information and Referral Services shall be offered during FRC operating hours.

5.9.5 ~~City shall provide Community Resource Services at FRC locations.~~

5.9.6 ~~City shall measure progress by completing FaCT measurement tools.~~

5.9.7 ~~City Community Resource Services shall address the following PSSF service categories: FP, FS, TLFR, and APS.~~

5.9.8 City shall provide qualified, bilingual ~~Community Resource services~~ Information and Referral Specialist staff as specified in Subparagraph 14.14 of this Exhibit.

5.10 Other Services: Adoptive/Foster Parent and Relative Caregiver

Respite Care (City):

5.10.1 City shall provide Adoptive/Foster Parent and Relative Caregiver Respite Care for adoptive children in grades one (1) through six (6) eight (8), ages six through twelve thirteen (6-12 13) years—(hereinafter referred to as “PARTICIPANTS” for purposes of Subparagraph 5.10 of this Exhibit).

5.10.2 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. Adoptive/Foster Parent and Relative Caregiver Respite Care services shall include, but not be limited to, the following: supervised and organized activities and events for children of relative caregivers and adoptive parents, thereby providing support and relief for said families. Adoptive Parent and Relative Caregiver Respite Care services shall be provided in a family friendly, culturally responsive manner in English and Spanish as needed by PARTICIPANTS.

5.10.3 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 Monday through Saturday. The family events shall be a minimum of two (2) hours in duration during FRC operating hours.

5.10.4 City shall provide Adoptive Parent and Relative Caregiver Respite Care at the FRC and/or at other community locations, to be approved in advance and in writing by ADMINISTRATOR.

5.10.5 City shall measure progress by ensuring that PARTICIPANTS complete a FaCT registration form.

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

5.10.7 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.

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

5.11.1 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 (~~hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.10 of this Exhibit~~).

5.11.2 City shall provide Adoptive and Relative Caregiver Family Activities for a minimum of ~~ten (10)~~ 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. ~~in the Spring but not be limited to, the following: supervised and organized activities and events for children of relative caregivers and adoptive parents, thereby providing support and relief for said families. Services shall be provided in a family friendly, culturally responsive, manner in English and Spanish as needed by PARTICIPANT.~~

5.11.3 ~~City shall provide a minimum of one (1) Adoptive Family Activity event annually. Adoptive Family Activities events shall be scheduled Monday through Saturday. The family events shall be a minimum of two (2) hours in duration.~~

5.11.4 ~~City shall provide Adoptive Family Activities at the FRC~~

and/or at other community locations, to be approved in advance and in writing by ADMINISTRATOR.

5.11.5 City shall measure progress by ensuring that PARTICIPANTS complete a FaCT registration form.

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

5.11.7 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.

5.12 Other Services: Father's Parenting Series (City):

5.12.1 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. ~~Biological and foster/adoptive fathers may include: those who are dealing with poverty issues, child abuse, domestic violence, teen parent, adoption; individuals in the process of reunification; those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.12).~~

5.12.2 City, through a subcontract, shall provide a minimum of ~~one (1)~~ two (2) Father's Parenting series annually throughout the term of this Agreement. Each series shall be comprised of ~~six (6)~~ 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 ~~fifteen (15)~~ twenty (20) unduplicated PARTICIPANTS annually. Each group session shall be a minimum of ninety (90) minutes in duration. ~~Father's Parenting Series services shall emphasize prevention of recurrence of maltreatment. Father's Parent Education topics shall include, but not be~~

1 ~~limited to the following: different styles of parenting, effective discipline~~
2 ~~techniques, role models, how to maintain a happy and healthy family, family~~
3 ~~values, and marriage and family enrichment, stress management, coping skills,~~
4 ~~keeping kids safe, and advocating for your child(ren). Father's Parenting~~
5 ~~series shall be provided in a family friendly, culturally responsive manner~~
6 ~~English and Spanish as needed by PARTICIPANT.~~

7 5.12.3 ~~Each class session shall be a minimum of two (2) hours in~~
8 ~~duration. City shall provide Father's Parenting Series during the term of~~
9 ~~this Agreement from 8:00 a.m. to 6:00 p.m., Monday through Friday, at dates~~
10 ~~and times convenient for PARTICIPANTS. City shall offer Father's Parenting~~
11 ~~Series services at additional times based on PARTICIPANT availability.~~

12 5.12.4 ~~City, through a subcontract, shall provide Father's~~
13 ~~Parenting Series services at the FRC and other collaborative partner~~
14 ~~locations, to be approved in advance and in writing by ADMINISTRATOR.~~

15 5.12.5 ~~City, through a subcontract, shall measure progress by~~
16 ~~ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved~~
17 ~~assessment tools.~~

18 5.12.6 ~~City, through a subcontract, Father's Parenting Series~~
19 ~~services shall address the following PSSF service categories: FP, FS, APS,~~
20 ~~TLFR.~~

21 5.12.7 ~~City, through a subcontract, shall provide qualified,~~
22 ~~bilingual Parenting Educator staff as specified in Subparagraph 14.18 of this~~
23 ~~Exhibit.~~

24 5.13 Other Services: Individualized Education Plan Clinics (TASK):

25 5.13.1 ~~The objectives of Individualized Education Plan (IEP)~~
26 ~~Clinics are to meet with families of children with disabilities and/or at risk~~
27 ~~students ages birth to eighteen (0-18) to answer questions or provide~~
28 ~~guidance, awareness, or education about their child's IEP.~~

5.13.2 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.

5.13.3 TASK shall provide qualified, bilingual Parent Advocate staff as specified in Subparagraph 14.17 of this Exhibit.

5.14 Other Services: Assistive Technology Workshops (TASK):

5.14.1 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.

5.14.2 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.

5.14.3 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 14.20 of this Exhibit.

5.15 Other Services: Strengthening Family Workshops (City):

5.15.1 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.

5.15.2 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.

5.15.3 City shall provide qualified, bilingual Counselor (e.g.,

MSW/MFT Interns) and FRC Coordinator as specified in Subparagraphs 14.7 and 14.10 of this Exhibit.

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

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

5.16.1.1 Increase social connection amongst peers.

5.16.1.2 Provide a safe place for school-aged children.

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

5.16.2 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

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

5.16.3.1 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.

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

5.16.3.3 "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.

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

5.16.4 City shall provide qualified Community Engagement Volunteer Coordinator, FRC Coordinator and OST Youth Program Leader staff as specified in Subparagraphs 14.5, 14.10, and 14.16 of this Exhibit.

5.17 Parenting Education (BTC):

5.17.1 The objectives for Parent Education are as follows:

5.17.1.1 Increase social support.

5.17.1.2 Enhance coping skills.

5.17.1.3 Improve knowledge of child development.

5.17.1.4 Improve knowledge of appropriate and effective discipline.

~~5.17.2 CSP shall provide Parenting Education services to parents, foster parents and/or caregivers of children ages birth to eighteen (0-18) years who are at risk of abuse or neglect. Parents may include: those who are low income; coming from intact families; dealing with poverty issues; child abuse, domestic violence, teen parent, adoption; individuals in the process of reunification; those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.6).~~

5.17.3 ~~CSP~~ BTC shall provide Parenting Education services for a minimum of ~~thirty (30)~~ seventy-five (75) unduplicated PARTICIPANTS annually.

1 Parenting Education services shall be provided by BTC staff certified in the
2 evidence-based Common Sense Parenting (CSP) curriculum. Services shall focus
3 on increasing protective factors and reducing risk factors associated with
4 child abuse and neglect. CSP elements shall focus on skills to decrease
5 children's negative behaviors and encourage appropriate behaviors in a
6 positive, non-abusive manner. CSP curriculum shall include: teaching
7 practical parenting skills that are adaptable to each family's unique personal
8 and cultural needs; engaging parents/caregivers by individualizing skill
9 development to each PARTICIPANT's situation; and incorporating experiential
10 learning (e.g., instruction, modeling, practice, role playing, feedback, and
11 review). CSP Parent Educators shall use videos, parent manuals, quick-
12 reference skill cards, and other tools in class. CSP Parent Educators shall
13 link families to community resources to increase family supports. improve

14 ~~parenting skills and family functioning by teaching parents/caregivers about~~
15 ~~child development (e.g., developmental expectations), behavior management~~
16 ~~(e.g., discipline techniques), and coping skills (e.g., communication and~~
17 ~~stress management). Parent Education topics shall include, but not be limited~~
18 ~~to the following: parenting education, with psychologically based behavior~~
19 ~~principles, including consequences, emotional reactivity, pro-activity in~~
20 ~~planning child's growth process, modeling appropriate behaviors, limit setting~~
21 ~~and boundaries, attachment, bonding, child development expectation and~~
22 ~~milestones, behavioral management, effective praise, safety and prevention,~~
23 ~~coping skills development, self-control, alcohol and substance abuse~~
24 ~~awareness, self-esteem, parent roles, communication with adolescents, health,~~
25 ~~nutrition, and responsible behavior; monitor attendance and participation;~~
26 ~~written report to County social workers; completion of pre/post test.~~
27 ~~Parenting Education services shall be provided in a family friendly,~~
28 ~~culturally responsive manner in English and Spanish as needed by PARTICIPANT.~~

1 5.17.4 CSP BTC shall provide a minimum of ~~two (2)~~ one (1) CSP
2 ~~Parenting Education~~ series per quarter during the term of this Agreement. BTC
3 shall offer both Toddlers/Preschoolers CSP series comprised of seven (7)
4 weekly sessions and School-Aged Children CSP comprised of six (6) weekly
5 sessions. Each class session shall be a minimum of two (2) hours in duration.
6 BTC shall provide Parenting Education during the term of this Agreement ~~from~~
7 ~~8:00 a.m. to 6:00 p.m., Monday through Friday,~~ at dates and times convenient
8 for PARTICIPANTS. CSP shall offer Parenting Education services at additional
9 times based on PARTICIPANT availability.

10 5.17.5 ~~CSP shall provide Parenting Education services at the~~
11 ~~FRC, and other collaborative partner locations, to be approved in advance and~~
12 ~~in writing by ADMINISTRATOR.~~

13 5.17.6 ~~CSP shall measure progress by ensuring PARTICIPANTS~~
14 ~~complete a FaCT registration form and FaCT approved assessment tools. BTC~~
15 ~~shall ensure completion of required paperwork when providing parenting~~
16 ~~education to PARTICIPANTS receiving child welfare services, including, but not~~
17 ~~limited to, verification of attendance, issuance of certificates of~~
18 ~~completion, and verbal and/or written reports to COUNTY Social Workers.~~

19 5.17.7 ~~CSP shall provide Parenting Education services to address~~
20 ~~the following PSSF service categories: FP and FS.~~

21 5.17.8 CSP BTC shall provide qualified, bilingual Parenting
22 Educator staff as specified in Subparagraph 14.18 of this Exhibit.

23 5.18 Parenting Education TLFR:

24 5.18.1 ~~City, through a subcontract, shall provide Parenting~~
25 ~~Education TLFR services to parents including caregivers of children ages birth~~
26 ~~to eighteen (0-18) years who are in the family reunification process. TLFR~~
27 ~~parents may include: those who are low-income; dealing with poverty issues,~~
28 ~~domestic violence, teen parent; those who may be experiencing a crisis due to~~

1 ~~interpersonal conflicts, difficult parenting issues, challenging child needs,~~
2 ~~and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes~~
3 ~~of Subparagraph 5.7).~~

4 5.18.2 ~~City, through a subcontract, shall provide Parenting~~
5 ~~Education TLFR services for a minimum of six (6) unduplicated PARTICIPANTS.~~
6 ~~Parenting Education TLFR services shall emphasize prevention of recurrence of~~
7 ~~maltreatment. Parent Education TLFR topics shall include, but not be limited~~
8 ~~to address parent responsibilities; provide psychologically based behavioral~~
9 ~~principles; stress importance of appropriate discipline and support; self-~~
10 ~~control; emotional regulation; attachment and bonding from birth through~~
11 ~~childhood; difficulties inherent throughout childhood; open and honest~~
12 ~~communication; praise and acknowledgement; disruptive cycles of inappropriate~~
13 ~~parenting; healthy and supportive parenting; monitor attendance and~~
14 ~~participation; written report to County social workers; completion of~~
15 ~~pre/post-test; FaCT Assessment and Treatment Plan (A&TP), a County issued~~
16 ~~standard form; and required termination reports with the number of sessions~~
17 ~~PARTICIPANT attended. Parenting Education TLFR services shall be provided in~~
18 ~~a family friendly, culturally responsive manner in English and Spanish as~~
19 ~~needed by PARTICIPANT.~~

20 5.18.3 ~~City, through a subcontract, shall provide a minimum of~~
21 ~~one (1) Parenting Education TLFR series comprised of four (4) weekly classes.~~
22 ~~Each class session shall be a minimum of two (2) hours in duration. City~~
23 ~~shall provide Parenting Education TLFR services during the term of this~~
24 ~~Agreement from 8:30 AM to 5:00 PM, Monday through Friday, at dates and times~~
25 ~~convenient for PARTICIPANTS. City shall offer Parenting Education TLFR~~
26 ~~services at additional times based on PARTICIPANT availability.~~

27 5.18.4 ~~City, through a subcontract, shall provide Parenting~~
28 ~~Education TLFR services at the FRC or other collaborative partner locations,~~

1 ~~to be approved in advance and in writing by ADMINISTRATOR.~~

2 ~~5.18.5 City, through a subcontract, shall measure progress by~~
3 ~~ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved~~
4 ~~assessment tools.~~

5 ~~5.18.6 City, through a subcontract, Parenting Education TLFR~~
6 ~~services shall address the following PSSF service categories: TLFR.~~

7 ~~5.18.7 City, through a subcontract, shall provide qualified~~
8 ~~Parent Educator staff as specified in Subparagraph 11.12 of this Exhibit.~~

9 ~~5.19 Parenting Education Workshop:~~

10 ~~5.19.1 City, through a subcontract, shall provide Parenting~~
11 ~~Education Workshop services to parents including caregivers of children ages~~
12 ~~birth to eighteen (0-18) years who are at-risk for child abuse or neglect.~~
13 ~~Parents may include: those who are low income; dealing with poverty issues,~~
14 ~~domestic violence, teen parent, adoption and/or family reunification; those~~
15 ~~who may be experiencing a crisis due to interpersonal conflicts, difficult~~
16 ~~parenting issues, challenging child needs, and/or traumatic loss (hereinafter~~
17 ~~referred to as "PARTICIPANTS" for purposes of Subparagraph 5.8).~~

18 ~~5.19.2 City, through a subcontract, shall provide Parenting~~
19 ~~Education Workshop services for a minimum of twelve (12) unduplicated~~
20 ~~PARTICIPANTS. Parenting Education Workshop services shall address attachment,~~
21 ~~bonding, and traumatic loss issues. Parenting Education Workshop services~~
22 ~~topics shall include, but not be limited to the following: "Active Parent,"~~
23 ~~"Straight Talk," "Love and Logic" and "Common Sense" curriculum~~
24 ~~psychologically based behavior principles, including attachment, bonding and~~
25 ~~traumatic loss issues, consequences, emotional reactivity, pro activity in~~
26 ~~planning child's growth process, modeling appropriate behaviors, limit setting~~
27 ~~and boundaries, attachment and bonding, child development expectation and~~
28 ~~milestones, behavioral management, effective praise, safety and prevention,~~

1 ~~coping skills development, self-control, alcohol and substance abuse~~
2 ~~awareness, self-esteem, parent roles, communication with adolescents, health,~~
3 ~~nutrition, and responsible behavior. Parenting Education Workshop services~~
4 ~~shall be provided in a family friendly, culturally responsive manner in~~
5 ~~English and Spanish as needed by PARTICIPANT.~~

6 5.19.3 ~~City, through a subcontract, shall provide a minimum of~~
7 ~~one (1) Parenting Education Workshop and shall be a minimum of six (6) hours~~
8 ~~in duration. City shall provide Parenting Education Workshop services during~~
9 ~~the term of this Agreement from 8:00 a.m. to 5:00 p.m., Monday through Friday,~~
10 ~~at dates and times convenient for PARTICIPANTS. City shall offer Parenting~~
11 ~~Education Workshop services at additional times based on PARTICIPANT~~
12 ~~availability.~~

13 5.19.4 ~~City, through a subcontract, shall provide Parenting~~
14 ~~Education Workshop services at the FRC, and other collaborative partner~~
15 ~~locations, to be approved in advance and in writing by ADMINISTRATOR.~~

16 5.19.5 ~~City, through a subcontract, shall measure progress by~~
17 ~~ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved~~
18 ~~assessment tools.~~

19 5.19.6 ~~City, through a subcontract, Parenting Education Workshop~~
20 ~~services shall address the following PSSF service categories: FP, FS.~~

21 5.19.7 ~~City, through a subcontract, shall provide qualified~~
22 ~~Parenting Educator staff as specified in Subparagraph 11.12 of this Exhibit.~~

23 5.20 Adoption Education Workshop:

24 5.20.1 ~~City, through a subcontract, shall provide Adoption~~
25 ~~Education Workshop services to adoptive parents including caregivers of~~
26 ~~children ages birth to eighteen (0-18) years who are in the adoption process~~
27 ~~(hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.10).~~

28 5.20.2 ~~City, through a subcontract, shall provide Adoption~~

~~Education Workshop services for a minimum of ten (10) unduplicated PARTICIPANTS. Adoption Education Workshop services shall address attachment, bonding, and traumatic loss issues. Adoption Education Workshop services topics shall including consequences, emotional reactivity, pro-activity in planning child's growth process, modeling appropriate behaviors, limit setting and boundaries, attachment and bonding, child development expectation and milestones, behavioral management, effective praise, safety and prevention, coping skills development, self-control, alcohol and substance abuse awareness, self-esteem, parent roles, communication with adolescents, health, nutrition, and responsible behavior. Adoption Education Workshop services shall be provided in a family friendly, culturally responsive manner in English and Spanish as needed by PARTICIPANT.~~

~~5.20.3 City, through a subcontract, shall provide a minimum of one (1) Adoption Education Workshop and shall be a minimum of six (6) hours in duration. City shall provide Parenting Education Workshop services during the term of this Agreement from 8:30 AM to 5:00 PM, Monday through Friday, at dates and times convenient for PARTICIPANTS. City shall offer Adoption Education Workshop services at additional times based on PARTICIPANT availability.~~

~~5.20.4 City, through a subcontract, shall provide Adoption Education Workshop services at the FRC and/or at other community locations, to be approved in advance and in writing by ADMINISTRATOR.~~

~~5.20.5 City, through a subcontract, shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved assessment tools.~~

~~5.20.6 City, through a subcontract, for Adoption Education Workshop services shall address the following PSSF service categories: APS.~~

~~5.20.7 City, through a subcontract, shall provide qualified~~

~~Parenting Educator staff as specified in Subparagraph 11.12 of this Exhibit.~~

5.21 Personal Empowerment Program (Certified Domestic Violence Prevention and Treatment Education Program) - General and Time-Limited Family Reunification (IH):

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

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

5.21.1.2 Develop or enhance safety plan for domestic violence victims.

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

5.21.1.4 Increase victim's awareness on the various types of abuse.

5.21.1.5 Promote safety and permanency in homes and communities through prevention efforts aimed at child abuse and domestic violence.

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

5.21.3 IH shall provide PEP services for a minimum of ~~twenty eight (28)~~ forty (40) unduplicated PARTICIPANTS annually. PEP ~~is comprised of~~ services shall be a ten (10) week educational support program to help battered

1 victims break the cycle of domestic violence through ~~the following:~~ education
 2 on the dynamics of domestic violence, effects of violence on victims and their
 3 children, and to help ~~battered~~ victims protect children who live in domestic
 4 violence homes. PEP topics shall include, but not be limited to, safety
 5 planning, boundaries, anger management, legal aspects of domestic violence,
 6 working through denial, and maintaining healthy relationships. Services shall
 7 target the general community as well as COUNTY's TLFR population

8 5.21.4 IH shall provide ~~a minimum of four (4) weeks of Personal~~
 9 ~~Empowerment Program~~ PEP services on an ongoing basis during the term of this
 10 Agreement. Each class shall be a minimum of two (2) hours in duration. IH
 11 shall provide PEP services ~~from 8:00 a.m. to 6:00 p.m., Monday through Friday,~~
 12 ~~during FRC operating hours or at dates and times convenient for PARTICIPANTS.~~
 13 ~~IH shall offer Personal Empowerment Program services at additional times based~~
 14 ~~on PARTICIPANT availability.~~

15 5.21.5 ~~IH shall provide Personal Empowerment Program services at~~
 16 ~~the FRC and/or at other community locations, to be approved in advance and in~~
 17 ~~writing by ADMINISTRATOR.~~

18 5.21.6 ~~IH shall measure progress by ensuring PARTICIPANTS~~
 19 ~~complete FaCT approved assessment tools.~~ When providing PEP services to
 20 COUNTY's TLFR population, IH shall also be required to include, but not be
 21 limited to, verification of attendance, issuance of certificates of
 22 completion, and verbal and/or written reports to COUNTY Social Workers.

23 5.21.7 ~~IH Personal Empowerment Program services shall address~~
 24 ~~the following PSSF service categories: FP, FS, and APS.~~

25 5.21.8 IH shall provide qualified, bilingual PEP Instructor
 26 staff as specified in Subparagraph 14.19 of this Exhibit. During the entire
 27 term of this Agreement, PEP providers must be approved by the PEP Program
 28 Collaborative of Orange County.

1 5.22 Personal Empowerment Program TLFR:

2 5.22.1 ~~IH shall provide Personal Empowerment Program TLFR~~
3 ~~services to parents and/or caregivers of children ages birth to eighteen (0-~~
4 ~~18) years who are at risk of abuse or neglect. TLFR individuals may include:~~
5 ~~those who are low-income or dealing with poverty issues; child abuse, domestic~~
6 ~~violence; individuals in the County adoption or family reunification process;~~
7 ~~or those who may be experiencing a crisis due to interpersonal conflicts,~~
8 ~~difficult parenting issues, challenging child needs, and/or traumatic loss~~
9 ~~(hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.12).~~

10 5.22.2 ~~IH shall provide Personal Empowerment Program TLFR~~
11 ~~services for a minimum of nine (9) unduplicated PARTICIPANTS. Personal~~
12 ~~Empowerment Program TLFR is comprised of a ten (10) week educational support~~
13 ~~program to help battered victims break the cycle of domestic violence through~~
14 ~~the following: education on the dynamics of domestic violence; effects of~~
15 ~~violence on victims and their children; and to help battered victims protect~~
16 ~~children who live in domestic violence homes. Personal Empowerment Program~~
17 ~~TLFR topics shall include, but not be limited to, safety planning, boundaries,~~
18 ~~anger management, legal aspects of domestic violence, work through denial, and~~
19 ~~maintain healthy relationships. Additionally Personal Empowerment Program~~
20 ~~TLFR shall require monitor client attendance and participation; and provide~~
21 ~~verbal and/or written report to County social workers. Personal Empowerment~~
22 ~~Program TLFR services shall be provided in a family friendly, culturally~~
23 ~~responsive manner in English and Spanish as needed by PARTICIPANT.~~

24 5.22.3 ~~IH shall provide Personal Empowerment Program TLFR during~~
25 ~~the term of this Agreement. Each class shall be a minimum of two (2) hours in~~
26 ~~duration. HO shall provide Personal Empowerment Program TLFR services from~~
27 ~~8:30 a.m. to 5:00 p.m., Monday through Friday, at dates and times convenient~~
28 ~~for PARTICIPANTS. Personal Empowerment Program TLFR services shall be offered~~

at additional times based on PARTICIPANT availability.

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

5.22.5 IH shall measure progress by ensuring PARTICIPANTS complete FACT measurement tools.

5.22.6 IH Personal Empowerment Program TLFR services shall address the following PSSF service categories: TLFR.

5.22.7 IH shall provide qualified Personal Empowerment Program Instructor staff as specified in Subparagraph 11.6 of this Exhibit.

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

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

5.23.1.1 Increase parent-child bonding.

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

5.23.2 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.

5.23.3 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

1 simultaneously participating in a Family Fun Activity, the SSA approved
2 monitor or supervised visitation specialist must be present during the entire
3 length of the Family Fun Activity.

4 5.23.4 City shall provide a minimum of two (2) TLFR Family Fun
5 Activities (events) annually. Events shall occur in the evening hours and be
6 a minimum of two (2) hours in duration or on weekends and be a minimum of
7 three (3) hours in duration.

8 5.23.5 City's TLFR Family Fun Activities services shall address
9 only the following PSSF category: TLFR.

10 5.23.6 City shall provide qualified TLFR Family Fun Activities
11 Leader staff (e.g., Childcare Worker, Community Outreach Volunteer
12 Coordinator, and MFT/MSW Interns) as specified in Subparagraph 14.21 of this
13 Exhibit.

14 5.24 Community Wide Outreach Events:-

15 5.24.1 ~~City shall provide Community Wide Outreach Events for~~
16 ~~biological parents and pre-adoptive parents of children ages birth through~~
17 ~~eighteen (0-18) years (hereafter referred to as "PARTICIPANTS" for purposes of~~
18 ~~Subparagraph 5.14).~~

19 5.24.2 ~~City shall provide Community Wide Outreach events for a~~
20 ~~minimum of three hundred (300) unduplicated PARTICIPANTS. Community Wide~~
21 ~~Outreach services shall include but not be limited to an Annual FRC~~
22 ~~Celebration, health resource fair(s), seasonal special events, and other~~
23 ~~related activities.~~

24 5.24.3 ~~City shall provide a minimum of one (1) Community Wide~~
25 ~~Outreach event annually during the term of this Agreement. The event shall be~~
26 ~~a minimum of two (2) hours in duration.~~

27 5.24.4 ~~City shall provide Community Wide Outreach services at~~
28 ~~the FRC and other collaborative partner locations.~~

1 5.24.5 ~~City shall track the number of PARTICIPANTS by ensuring~~
2 ~~that PARTICIPANTS complete a FaCT Group Tracking Log.~~

3 5.24.6 ~~City's Community Wide Outreach services shall address the~~
4 ~~following PSSF service categories: FS, FP, TLFR, and APS.~~

5 5.24.7 ~~City shall provide a qualified FRC Coordinator and~~
6 ~~Community Resource Specialist staff as specified in Subparagraph 11.1 and 11.4~~
7 ~~of this Exhibit.~~

8 5.25 ~~Differential Response Family Advocacy:~~

9 5.25.1 ~~Children's Bureau (CB) shall provide Differential~~
10 ~~Response Family Advocacy services to the following: families with children~~
11 ~~ages birth through eighteen (0-18) years, who have been identified by~~
12 ~~ADMINISTRATOR and referred to CONTRACTOR as potential risks for child abuse~~
13 ~~and/or neglect (hereinafter referred to as "PARTICIPANTS" for purposes of~~
14 ~~Subparagraph 5.17).~~

15 5.25.2 ~~CB shall provide Differential Response Family Advocacy~~
16 ~~services for a minimum of seventy-five (75) unduplicated PARTICIPANTS.~~
17 ~~Differential Response Family Advocacy services shall focus on a family~~
18 ~~centered approach to maintain children safely in the home; reduce entry into~~
19 ~~the child welfare system; serve as a support to families while in crisis; and~~
20 ~~provide assistance to PARTICIPANTS in accessing community resources. Services~~
21 ~~shall be provided in a family friendly, culturally responsive manner in~~
22 ~~English and Spanish as needed by PARTICIPANT.~~

23 5.25.3 ~~CB shall provide a minimum of one (1) in-home~~
24 ~~Differential Response Family Advocacy visit and one (1) phone call per family.~~
25 ~~Differential Response Family Advocacy services shall be provided continuously~~
26 ~~throughout the term of this Agreement Monday through Friday during FRC~~
27 ~~operating hours. CB shall provide Differential Response Family Advocate~~
28 ~~services for a minimum of thirty (30) days for each PARTICIPANT.~~

1 5.25.4 ~~CB shall primarily provide Differential Response Family~~
2 ~~Advocacy services in family's home, at the FRC, or at other community~~
3 ~~locations as needed with advance written approval by ADMINISTRATOR.~~

4 5.25.5 ~~CB shall measure progress by ensuring PARTICIPANTS~~
5 ~~complete a FaCT registration form, FaCT consent form, and FaCT approved~~
6 ~~assessment tools.~~

7 5.25.6 ~~CB's Differential Response Family Advocacy services shall~~
8 ~~address the following PSSF service categories: FP.~~

9 5.25.7 ~~CB shall provide qualified Differential Response Family~~
10 ~~Advocate staff as specified in Subparagraph 11.9 of this Exhibit.~~

11 5.26 Differential Response In-Home Family Support:

12 5.26.1 ~~CB shall provide Differential Response In-Home Family~~
13 ~~Support services to the following: families with children ages birth through~~
14 ~~eighteen (0-18) years, who have been identified by ADMINISTRATOR and referred~~
15 ~~to CONTRACTOR as potential risks for child abuse and/or neglect (hereinafter~~
16 ~~referred to as "PARTICIPANTS" for purposes of Subparagraph 4.18).~~

17 5.26.2 ~~CB shall provide Differential Response In-Home Family~~
18 ~~Support services for a minimum of sixty (60) unduplicated PARTICIPANTS.~~
19 ~~Differential Response In-Home Family Support services shall address positive~~
20 ~~parenting skills, discipline, child development, child health and safety,~~
21 ~~assess family needs; stabilize immediate crisis; increase coping skills and~~
22 ~~family cohesiveness; reduce exposure to violence; and improve communication~~
23 ~~skills. Differential Response In-Home Family Support services shall be~~
24 ~~provided in a family friendly, culturally responsive manner in English and~~
25 ~~Spanish as needed by PARTICIPANT.~~

26 5.26.3 ~~CB shall provide a minimum of four (4) weeks and maximum~~
27 ~~of six (6) weeks of Differential Response In-Home Family Support per family.~~
28 ~~Differential Response In-Home Family Support services shall be provided~~

continuously throughout the term of this Agreement Monday through Friday during FRC operating hours.

5.26.4 CB shall primarily provide Differential Response In-Home Family Support services in family's home, at the FRC, or at other community locations as needed with advance written approval by ADMINISTRATOR.

5.26.5 CB shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form, FaCT consent form, and FaCT approved assessment tools.

5.26.6 CB's Differential Response In-Home Family Support services shall address the following PSSF service categories: FP.

5.26.7 CB shall provide qualified Differential Response In-Home Family Support Specialist staff as specified in Subparagraph 11.10 of this Exhibit.

5.27 Group Counseling:

5.27.1 City shall provide Group Counseling services to children ages birth to eighteen (0-18) years, who are at-risk of abuse or neglect, and/or their parents, foster parents (and their children), and/or caregivers (and their children). Individuals may include: those who are low-income; coming from intact families; individuals in the process of reunification; those who may be experiencing a crisis due to interpersonal conflicts, difficult parenting issues, challenging child needs, and/or traumatic loss (hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 5.20). These individuals are not Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements for medical necessity.

5.27.2 City shall provide Group Counseling services for a minimum of twenty (20) unduplicated PARTICIPANTS. Group Counseling services shall include, but not be limited to, assess PARTICIPANT's needs, provide emotional support, stabilize immediate crisis and develop goals for

~~PARTICIPANTS, address independent living skills, self-control, parenting issues, cycle of abuse, victimization, enhance family dynamics, modify dysfunctional behaviors, incorporate appropriate family roles and develop time limited goals for the family and child in placement that are targeted to PARTICIPANTS' particular reunification plans, if applicable and make appropriate linkages to all needed treatment programs and social support systems. The Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the FRC's Comprehensive Case Management Team meetings. Services shall be provided in a culturally responsive manner in English and Spanish as needed by PARTICIPANTS.~~

~~5.27.3 City shall provide Group Counseling services during the term of this Agreement Monday through Friday during FRC operating hours. The City may also schedule evening hours at the request of PARTICIPANTS. City shall provide a minimum of three (3) Group Counseling series at a minimum of ninety (90) minutes each session with a six (6) week session minimum per series, for a total of eighteen (18) weeks minimum Group Counseling services. Each session shall include a minimum of four (4) PARTICIPANTS per group. FRC shall provide a phone messaging system to record messages and post a sign with an emergency contact name and telephone number for PARTICIPANTS who may call or visit the FRC after hours.~~

~~5.27.4 City shall provide Group Counseling services in a private office space at one of the FRC locations, or other community locations, with advance written approval by ADMINISTRATOR, provided location can accommodate the confidentiality of the service.~~

~~5.27.5 City shall measure progress by ensuring PARTICIPANTS complete a FaCT registration form, FaCT consent form, and FaCT approved assessment tools.~~

~~5.27.6 City Group Counseling services shall address the~~

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

~~5.27.7 City shall provide qualified MSW Intern as specified in Subparagraph 11.5 of this Exhibit.~~

6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

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

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

6.1.3 ~~Demonstrate the ability, now and in the future, to integrate multiple public, private, and collaborative partner funding sources.~~ Develop and maintain a Governance Structure document outlining resource sharing, accountability, decision-making strategies, and a conflict resolution plan. The Governance Structure shall include, but not be limited to, the addition and/or deletion of any ~~Contractor~~ Partner Agencies, change of designated lead agent, ongoing community input and involvement, principles of collaboration, and voting quorum (including what constitutes a quorum).

6.1.4 ~~Ensure CONTRACTOR's FRC Coordinator shall participate in meetings, to be held not more than once per month, of all FaCT FRC Program Coordinators for the purpose of information sharing, joint problem solving, identification of Best Practices, development of common approaches to case management and intake, training, and other related matters. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding meeting date(s) and location(s).~~ Develop a Community Engagement Advisory Committee (CEAC)

that shall meet a minimum of quarterly during the term of this Agreement. CEAC shall develop and advance a community agenda to affect community level change. The FRC will maintain a roster and a copy of minutes for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary, depending on the specific goals of, and the services to be provided by the FRC. The CEAC shall consist of community members such as parents, youths, teachers, school community liaisons, businesses professionals, religious community leaders, law enforcement, human and health service professionals, and city representatives. On an annual basis, CEAC shall assess, survey, and identify community strengths and needs to advocate for FRC services to meet community needs; develop parent and youth leadership; and engage business community to provide tangible support and leadership. CEAC shall enlist broad community support and advocacy for the FRC by fundraising for the FRC and hosting events. A minimum of one thousand dollars (\$1,000) shall be allocated to the CEAC within the FRC budget for the purposes of its members to use for planning events and other activities as deemed necessary by the CEAC committee. The FRC City shall provide qualified Community Engagement Volunteer Coordinator staff as specified in Subparagraph 14.5 of this Exhibit and volunteer coordination to develop and support CEAC.

6.1.5 ~~Ensure appropriate CONTRACTOR staff shall participates in all required training identified by ADMINISTRATOR, including, but not limited to, management information system, FRC Program Coordinator's role in the FRC, and other FRC responsibilities and activities. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding meeting date(s) and location(s). CONTRACTOR shall Follow procedures provided by ADMINISTRATOR for reporting any special incidents that occur during CONTRACTOR's performance of duties under this Agreement, involving CONTRACTOR's staff, participants, and/or property.~~

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

7. FACILITIES

7.1 Magnolia Park Family Resource Center is located at:

11402 Magnolia Street

Garden Grove, CA 92841

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

City of Garden Grove, California

11222 Acacia Parkway

Garden Grove, CA 92840

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

8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

8.1 CONTRACTOR shall electronically track the type and amount of services provided to each PARTICIPANT by Contractor Partner Agencies and a minimum of two (2) required Non-FaCT Funded Partner Agency(ies). The FRC Designated Lead Agency shall maintain data that includes the types and amounts of services provided to each PARTICIPANT, assessment data, key demographic items including, but not limited to: family identifier, family member

1 identifier, ethnicity, date of birth, sex, referral reason(s), services
2 recommended, services provided, date service delivery begins, date service
3 delivery ends, status indicators [e.g., previous abuse reports, existing
4 health problems], and primary language spoken as determined by ADMINISTRATOR.

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

9 8.2.1 Provide concrete support in times of need,

10 8.2.2 Increase parental resilience,

11 8.2.3 Increase knowledge of parenting and child development,

12 8.2.4 Support the social and emotional competence of children,

13 and

14 8.2.5 Build parents' social connections.

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

24 8.3 FRC direct services staff (e.g., Information and Resource
25 Specialist, Family Support Specialist, etc.) shall be responsible for entering
26 client service and outcome data for FaCT funded and a minimum of two (2)
27 required non-FaCT funded services into the FaCT data system. These include,
28 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 ~~regarding each participant to the FACT Program Coordinator including, but not limited to, the following information:~~ 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 ~~Family identifier;~~

9.3 ~~Family member identifier;~~

9.4 ~~Ethnicity;~~

9.5 ~~Date of birth;~~

9.6 ~~Sex;~~

9.7 ~~Referral reason(s);~~

9.8 ~~Services recommended;~~

9.9 ~~Services provided;~~

9.10 ~~Date services delivery begins;~~

9.11 ~~Date service delivery ends;~~

9.12 ~~Status indicators (e.g. previous abuse reports, existing health~~

problems, etc.);

9.13 ~~Primary language spoken;~~

9.14 ~~PSSF service outcome measures as identified in Paragraph 2 of this Exhibit; and~~

9.15 ~~PSSF service categories as identified in Paragraph 2 of this Exhibit.~~

9.16 ~~Reports shall be prepared in a format approved in writing by ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and Social Services Agency (SSA) Contract Administrator by the twentieth (20th) day of each month for the preceding month of services.~~

9.17 ~~CONTRACTOR shall complete registration forms and attendance sheets for every service delivered to participant(s) unless specifically exempted by ADMINISTRATOR.~~

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

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

10. UTILIZATION REVIEW

10.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's request at CONTRACTOR's facility identified in Paragraph 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, ~~now and in the future~~ throughout the term of this Agreement, the ability to integrate multiple public, private, and collaborative partner funding sources.

11.2 CONTRACTOR must provide 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

1 agreements with other integrated service initiatives.

2 11.5 ~~CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain~~
3 ~~CONTRACTOR's FaCT collaborative program by including written progress reports~~
4 ~~in FaCT measurement tools reports.~~

5 12. MEETINGS AND TRAININGS:

6 12.1 CONTRACTOR shall ensure the FRC Coordinator participates in
7 meetings of all FaCT FRC Coordinators for the purpose of information sharing,
8 joint problem solving, identification of Best Practices, development of common
9 approaches to case management and intake, training, and other related matters.
10 Meetings will occur a minimum of one per month. ADMINISTRATOR will provide
11 CONTRACTOR with detailed information regarding meeting date(s) and
12 location(s).

13 12.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates
14 in all required trainings and/or meetings as identified by ADMINISTRATOR.
15 ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
16 training/meeting date(s) and location(s).

17 12.3 Trainings eligible for reimbursement through this Agreement must
18 be approved in advance, in writing, by ADMINISTRATOR.

19 12.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings
20 presented or sponsored by COUNTY.

21 13. BUDGET

22 13.1 For each of the five (5) COUNTY fiscal years (July 1 through June
23 30) included during the term of this Agreement, the maximum annual budget for
24 services provided pursuant to Exhibit A of this Agreement shall not exceed
25 \$300,000.

26 13.2 The ADMINISTRATOR and CONTRACTOR may agree, subject to advance
27 written notice, to add, delete, modify, line item and/or amounts, and/or the
28 number and type of FTE positions, specified in the annual budget included in

1 Subparagraph 13.9, without reducing the level of services to be provided or
2 exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this
3 Agreement.

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

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

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

28 13.6 For purposes of this Agreement, Direct Services Expense is defined

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

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

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

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

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

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

fifty-one percent (51%) maximum may include:

13.10.1 The Contractor is a governmental and/or public agency, and/or 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:

~~The budget for services provided pursuant to Exhibit A of this Agreement shall span twelve (12) months and is set forth as follows:~~

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

~~LINE ITEMS:~~

LINE ITEMS:	FTE⁽¹⁾	Maximum Hourly Rate⁽²⁾	Annual Budget
<u>SALARIES:</u>			
<u>City of Garden Grove (City)</u>			
FRC Coordinator/Supervisor (Service 4.1 and 4.14)	1.0	\$24.18	\$ 50,294
Family Advocate (Service 4.5)	1.0	13.08	27,206
Child Care Worker (Service 4.16) ⁽⁷⁾	405 hours	11.10	4,495
Community Resource Specialist (Service 4.13)	1.0	14.10	<u>29,328</u>
—— SUBTOTAL CITY SALARIES:			\$111,323
City Benefits (20.64%) ⁽³⁾			<u>22,974</u>
City Bilingual Pay for Community Resource Specialists			600
—— SUBTOTAL CITY SALARIES AND BENEFITS:			\$134,897
<u>Interval House (IH)</u>			
Personal Empowerment Program Instructor (Service 4.11 – 4.12)	0.225	\$20.75	\$ 9,711
—— SUBTOTAL IH SALARIES:			\$ 9,711
IH Benefits (20%) ⁽³⁾			<u>1,942</u>
—— SUBTOTAL IH SALARIES AND BENEFITS:			\$ 11,653

<u>Community Service Program Inc. (CSP)</u>			
Bilingual Counselor (Services 4.2 – 4.4, and 4.6)	0.50	\$22.74	\$ 23,650
Clinical Supervisor/Director I (Admin.)	0.175	42.85	15,597
Clinical Supervisor/Director II (Admin.)	0.117	42.85	<u>10,428</u>
—— SUBTOTAL CSP SALARIES:			\$ 49,675
CSP Benefits (18.70%) ⁽³⁾			<u>9,285</u>
—— SUBTOTAL CSP SALARIES AND BENEFITS:			\$ 58,960
—— SUBTOTAL ALL SALARIES AND BENEFITS:			\$205,510
<u>SERVICES AND SUPPLIES:</u>			
City — Office Expenses			\$ 1,200
City — Program Expense			1,607
City CEAC			1,000
City — Foster/Adoptive (Services 4.10, 4.15, and 4.16)			1,070
IH — Program Expense			1,400
CSP — Program Supplies			<u>315</u>
—— SUBTOTAL SERVICES AND SUPPLIES:			\$ 6,592
<u>OPERATING EXPENSES:</u>			
City — Telephone			\$ 1,376
City — Mileage ^(4 & 5)			400
City — Modular Lease			963
CSP — Office Supplies			550
CSP Facilities, Equipment, and Communication			614
CSP — Recruitment			75
CSP — Mileage ^(4 & 5)			<u>452</u>
—— SUBTOTAL OPERATING EXPENSES:			\$ 4,430
<u>INDIRECT EXPENSES</u> ⁽⁶⁾			
CSP — Insurance			\$ 259
CSP — Audit			209

_____ SUBTOTAL INDIRECT EXPENSES:				\$ 468
<u>CONSULTANTS/SUBCONTRACTORS:</u>				
City Parent Educator I (Services 4.7 4.8)				\$ 2,000
City Parent Educator II (Service 4.9)				1,000
_____ SUBTOTAL CONSULTANT/SUBCONTRACT:				\$ 3,000
_____ SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES, INDIRECT COSTS, AND CONSULTANTS/ SUBCONTRACTORS:				\$220,000
<u>DIFFERENTIAL RESPONSE (DR) PROGRAM:</u>				
<u>Children's Bureau (CB)</u>				
DR Family Advocate (Service 4.17)	1.0	\$19.51		\$ 40,580
DR In-Home Family Support Specialist (Service 4.18)	1.0	19.51		40,580
DR Program Manager (Admin.)	0.0397	36.34		3,000
_____ SUBTOTAL CB SALARIES:				\$ 84,160
CB Benefits (25%)⁽³⁾				21,040
_____ SUBTOTAL CB DR SALARIES AND BENEFITS:				\$105,200
<u>DR PROGRAM SERVICES AND SUPPLIES:</u>				
CB DR Office Expense				\$ 902
CB DR Postage				25
CB DR Program Expense				813
CB DR Family Stability⁽⁸⁾				700
_____ SUBTOTAL DR SERVICES AND SUPPLIES				\$ 2,440
<u>DR PROGRAM OPERATING EXPENSES:</u>				
CB DR Mileage/Parking^(4 & 5)				\$ 2,250
CB DR Facility Lease				2,040
CB DR Computer/Fax/Printer				699
CB DR Training				174
_____ SUBTOTAL DR OPERATING EXPENSES				\$ 5,163
<u>CB DR INDIRECT EXPENSES:⁽⁶⁾</u>				
CB DR Indirect Cost				\$ 737
_____ SUBTOTAL CB DR INDIRECT EXPENSES:				\$ 737
_____ SUBTOTAL CB DR SALARIES, BENEFITS, SERVICES, SUPPLIES,				\$113,540

~~OPERATING, AND INDIRECT EXPENSES:~~~~MAXIMUM COUNTY OBLIGATION: \$333,540~~

<u>SALARIES</u>	<u>FTE ⁽¹⁾</u>	<u>Hourly Maximum Rate ⁽²⁾</u>	<u>Budget</u>
<u>City of Garden Grove (City) ⁽⁶⁾</u>			
	500		
Childcare Worker (Svcs. 5.8, 5.9, 5.17, 6.2)	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
	400		
OST Youth Program Leader (Svc. 5.14)	hrs.	14.00	<u>5,600</u>
SUBTOTAL City SALARIES:			\$144,108
City Benefits (20%) ⁽³⁾⁽⁴⁾			28,822
City Bilingual Pay			<u>1000</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
<u>TASK ⁽⁶⁾</u>			
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	3,456
SUBTOTAL TASK SALARIES:			\$6,339

1	TASK Benefits (8.6 %) ⁽³⁾⁽⁵⁾			<u>684</u>
2	SUBTOTAL TASK SALARIES AND BENEFITS:			\$7,023
3	SUBTOTAL ALL SALARIES AND BENEFITS:			\$236,703
4	<u>PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
5	City CEAC			\$1,000
6	City Direct Services Expense			4,032
7	City Father's Education Support Group			
8	Expenses (Svc. 5.10)			1,000
9	City Father's Group Facilitator Consultant			1,821
10	City Foster/Adoptive Family Activity and			
11	Respite Care			1,200
12	City OST Direct Services Expense			3,000
13	City Subcontract Consultant/Clinical	400		
14	Supervision (Svcs. 5.1, 5.6)	hours	60.00	24,000
15	City TLFR Family Fun Activities			1,000
16	BTC Common Sense Parenting Workshops (Svc.			
17	5.15)			6,000
18	IH Direct Service Expense			29
19	TASK Assistive Technology Workshops			1,500
20	TASK Special Education Workshops			<u>376</u>
21	SUBTOTAL PARTICIPANT RELATED SERVICES			
22	AND EXPENSES			\$44,958
23	<u>ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁶⁾</u>			
24	City Office Supplies			1,538
25	BTC Office Supplies			<u>617</u>
26	SUBTOTAL ADMINISTRATIVE SERVICES AND			
27	SUPPLIES:			\$2,155
28	<u>OPERATING EXPENSES⁽⁶⁾</u>			
29	City Facility Lease/Rental			\$10,000
30	City Mileage ⁽⁷⁾			601
31	City Staff Training			500
32	City Telephone/Internet			1,800
33	BTC Mileage ⁽⁷⁾			502
34	BTC Staff Training			900
35	BTC Telephone			780
36	TASK Mileage ⁽⁷⁾			<u>1,101</u>
37	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 account established specifically for the purpose of funding vacation/sick time accrual payouts. Actual vacation/sick time expenditures will be paid from the aforementioned liability account and will not be claimed through this Agreement.

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

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

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

~~⁽⁵⁾ Travel costs will be in accordance with Title 41 CFR Chapter 301, Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid to employees for meals and incidental expenses incurred during travel up to the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.~~

~~⁽⁶⁾ Indirect costs include overhead and/or independent audit expenses.~~

~~⁽⁷⁾ City of Garden Grove shall allocate a minimum of \$4,495 annually to the provision of Childcare services throughout the term of this Agreement. City shall use this funding for childcare services as described herein. Allowable costs include direct childcare services and purchases of supplies~~

~~and snacks directly related to childcare services; activities and games. All purchases for childcare supplies must be requested in advance and in writing for approval by ADMINISTRATOR. Services shall be reimbursed on actual hours worked.~~

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

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

14. STAFF

14.1 Recruitment Practices:

14.1.1 CONTRACTOR shall use a formal recruitment plan, which complies with Federal and State employment and labor regulations. CONTRACTOR shall hire staff with the education, language skills, and experience necessary

to appropriately perform all functions as described in this Agreement.

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

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

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

CONTRACTOR shall provide the following described staff positions:

~~City of Garden Grove 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 ~~Program Coordinator~~ 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. ~~Bilingual in English/Spanish and~~ Proficiency in English is required and bilingual in Spanish is preferred.

14.4 Clinical Supervisor/Director (City):

14.4.1 Duties: Provide individual and group clinical supervision for counseling services; ~~monitor cases; as necessary be available for crisis and clinical consultation; and review documents for clinical content. Oversee administration of Counselor and Parenting Educator, ensure accuracy of data into FaCT database; and attend all required meetings and trainings.~~ 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: ~~Master's degree in social work or related field from an accredited university; valid license as a LCSW; MFT; or licensed Psychologist~~ 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 Bilingual Counselor (City and BTC):

14.7.1 Duties: ~~Provide individual, family, group, and crisis counseling services for children, parents, and/or caregivers who are experiencing a crisis due to interpersonal conflicts, family crisis, difficult parenting issues, challenging child needs, and/or traumatic loss; provide emotional support; stabilize immediate crisis; develop goals for the family; maintain records; prepare reports, collect and input data into FaCT database; and attend all required meetings and trainings~~ 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. ~~Bilingual in English/Spanish or English/Vietnamese and~~ 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 Advocate 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 ~~Comprehensive Case Management Team~~ 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 ~~one (1)~~ two (2) years of experience working directly with families in crisis and the community ~~is preferred~~. 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; ~~including DR 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 inquires on FRC services, procedures, operations, and regulations; facilitate FRC 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, Spanish is preferred 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 Community Resource 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; ~~GED~~; thorough 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. ~~Bilingual in English/Spanish or English/Vietnamese~~ Proficiency in English and bilingual, based on community language need, is required.

14.15 MSW Intern:

14.15.1 Duties: ~~Provide individual, family, group, and crisis counseling services for children, parents, and/or caregivers who are experiencing a crisis due to interpersonal conflicts, family crisis, difficult parenting issues, challenging child needs, and/or traumatic loss; provide emotional support; stabilize immediate crisis; develop goals for the family;~~

~~maintain records; prepare reports, collect and input data into FaCT database; and attend all required meetings and trainings.~~

~~14.15.2 Qualifications: Licensed or license eligible clinician MSW/MFT or a qualified professional under clinical supervision including student trainee and interns enrolled in an accredited graduate program under clinical supervision. Bilingual in English/Spanish or English/Vietnamese and Proficiency in English~~

~~Interval House shall provide the following described staff position:~~

~~14.16 Out-of-School-Time Leader (City):~~

~~14.16.1 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.~~

~~14.16.2 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.~~

~~14.17 Parent Advocate (TASK):~~

~~14.17.1 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.~~

~~14.17.2 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.~~

14.18 Parenting Educator (City and BTC):

14.18.1 Duties: ~~Provide parenting education classes and workshops for child development, behavior management, coping skills, prevention of recurrence of maltreatment and attachment, bonding, and traumatic loss, improve parenting skills and family functioning; monitor attendance and participation; provide written reports; administer FaCT approved pre/post-tests; compile and maintain records; collect and input data into FaCT database; and attend all required meetings and trainings~~ Teach parenting classes, administer FaCT-approved pre/post measurement tools, and enter results into the FaCT Database.

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

14.19 PEP Instructor (IH):

14.19.1 Duties: Provide and instruct PEP educational services to victims in order to break the cycle of domestic violence by increasing knowledge of the dynamics of domestic violence, effect of violence on victims and their children, and to help battered victims protect children who live in violent homes. ~~increase family functioning by teaching coping skills and prevention of recurrence of maltreatment, provide emotional support, stabilize immediate crisis, develop goals for the family, monitor attendance and participation, provide written report(s), compile and maintain records, collect and input data into FaCT database, and attend all required meetings and trainings.~~ Topics shall include safety planning, boundaries, anger

management, legal aspects of domestic violence, working through denial, and maintaining healthy relationships. PEP Instructor will verify attendance, issue certificates of completion, and provide verbal and/or written reports to County Social Workers for TLFR PARTICIPANTS.

14.19.2 Qualifications: ~~Bachelor's degree in counseling or related field~~; A minimum of two (2) years of experience working with domestic violence families, forty (40) hours of Domestic Violence Prevention training, eight (8) hours of Child Abuse Prevention and Reporting training, completion of PEP training, and a valid Domestic Violence Advocate Certificate is required. Proficiency in English and bilingual, based on community language need, is required.

14.20 Technology Specialist (TASK):

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

14.20.2 Qualifications: Knowledge of assistive technology and ability to conduct research. Assistive Technology certification. Fluency in English and Spanish is required.

14.21 TLFR Family Fun Activities Leader (City):

14.21.1 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.

14.21.2 Qualifications: A minimum of twelve (12) units of college education in child development, education, psychology, sociology,

social work, health, recreation, business, or related field; one (1) year of experience working with families and/or children; and one (1) year of experience facilitating groups and/or workshops. Proficiency in English is required and bilingual, based on community language need, is preferred.

~~Community Service Programs, Inc. shall provide the following described staff positions:~~

~~Children's Bureau shall provide the following described Differential Response staff positions:~~

14.22 ~~Differential Response Family Advocate:~~ (Not a DR Provider)

14.22.1 Duties: ~~Provide Differential Response family advocacy services; assess PARTICIPANTS needs; provide one-on-one support with PARTICIPANT's consent; assist families in crisis to access resources to meet needs; participate in Comprehensive Case Management Team meetings; assist PARTICIPANTS with completion of paperwork or forms; coordinate information for PARTICIPANT referrals; ensure PARTICIPANTS access services; follow up with PARTICIPANTS needed and perform home, school, and other community site visits as needed; work closely with FRC partners and COUNTY social workers, participate in Case Management Team Meetings; coordinate with other service providers providing services to PARTICIPANT; compile, prepare and submit data and reports as required by County; maintain records; collect and input data into FaCT database; and attend all required meetings and trainings.~~

14.22.2 Qualifications: ~~Bachelor's degree in social work, human services or related field from an accredited university; one (1) year of experience working with children and families and the community; excellent verbal and written communication skills. Proficiency in English and bilingual in Spanish required.~~

14.23 ~~Differential Response In-Home Family Support Specialist:~~

14.23.1 Duties: ~~Provide Differential Response in-home family~~

support services; parent education; resource brokering; coordinate with multiple service providers to prevent abuse and out of home placement; provide Differential Response crisis intervention including assessment and stabilization of immediate crisis and resource linkage, prepare and submit data and reports as required by ADMINISTRATOR; and attend all required meetings and trainings.

14.23.2 Qualifications: Master's degree in social work or related field from an accredited university is preferred; Bachelor's degree in social work or related field from an accredited university; two (2) years of experience working with children and families; possess excellent verbal and written communication skills, ability to work in a multicultural environment; and a valid California "Class C" driver's license is required. Bilingual in Spanish and proficiency in English is required.

14.24 Program Manager:

14.24.1 Duties: Supervise Differential Response Family Advocate and Differential Response In-home Family Specialist, and FRC projects; integrate new and existing FRC programs; oversee data entry, data collection, and VistaShare reports; collaborate with FaCT staff; attend FaCT committee meetings and forums, and local and regional FRC platform advocacy.

14.24.2 Qualifications: Master's degree in health and human services or public administration; three (3) years business or non-profit management experience; two years (2) supervision experience; excellent speaking and writing skills; ability to facilitate meetings; excellent organizational skills; program design, planning, development, implementation, and grant management experience. Bilingual English/Spanish preferred, proficiency in English is required.

The City of Garden Grove and CSP through subcontracts shall each provide the following described staff position:

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