

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND  
5 CITY OF WESTMINSTER  
6 AND  
7 ABRAZAR, INC.  
8 AND  
9 BOYS AND GIRLS CLUB OF WESTMINSTER  
10 AND  
11 BOYS TOWN CALIFORNIA, INC.  
12 AND  
13 INTERVAL HOUSE  
14 AND  
15 WESTERN YOUTH SERVICES  
16 FOR THE PROVISION OF  
17 SERVICES PROMOTING SAFE AND STABLE FAMILIES  
18

19 THIS AGREEMENT, entered into this 1st day of July 1, 2015, which date is  
20 particularized for purpose of reference only, is by and between the COUNTY OF  
21 ORANGE, hereinafter referred to as "COUNTY," and City of Westminster, a  
22 California municipal agency; Abrazar, Inc., a California non-profit  
23 corporation; Boys and Girls Club of Westminster, a California non-profit  
24 corporation; Boys Town California, Inc., a California non-profit corporation;  
25 Interval House, a California non-profit corporation; and Western Youth  
26 Services, a California non-profit corporation; hereinafter collectively  
27 referred to as "WESTMINSTER FAMILY RESOURCE CENTER" or "CONTRACTOR." City of  
28 Westminster, Abrazar, Inc., Boys and Girls Club of Westminster, Boys Town

1 California, Inc., Interval House, and Western Youth Services, may each also be  
2 referred to as "Contractor Partner Agencies." This Agreement shall be  
3 administered by the County of Orange Social Services Agency Director or  
4 designee, hereinafter referred to as "ADMINISTRATOR."

5  
6 W I T N E S S E T H:  
7

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

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

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

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

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

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27 ///  
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1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

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1           4.     DESCRIPTION OF SERVICES, STAFFING

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

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

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

16          5.     LICENSES AND STANDARDS

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

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

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

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

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

15 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

16 6.1 Delegation and Assignment:

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

26 6.2 Subcontracts:

27 CONTRACTOR shall not subcontract for services under this Agreement  
28 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents

1 in writing to a subcontract, in no event shall the subcontract alter, in any  
2 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
3 be in writing and copies of same shall be provided to ADMINISTRATOR.  
4 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
5 require.

6 6.2.1 Subcontracts of \$25,000 or less:

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

15 6.2.2 Subcontracts in excess of \$25,000:

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

27 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed  
28 procurement system, CONTRACTOR shall comply with such procurement system in



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

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

13 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

14 7.1 Form of Business Organization:

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

19 7.1.1 The form of CONTRACTOR's business organization, i.e.,  
20 proprietorship, partnership, corporation, etc.

21 7.1.2 A detailed statement indicating the relationship of  
22 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
23 individual.

24 7.1.3 A detailed statement indicating the relationship of  
25 CONTRACTOR to any subsidiary business organization or to any individual who  
26 may be providing services, supplies, material or equipment to CONTRACTOR or in  
27 any manner does business with CONTRACTOR under this Agreement.

28 ///

1           7.2 Change in Form of Business Organization:

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

9           7.3 Real Property Disclosure:

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

15                   7.3.1 The location by street address and city of any such real  
16 property.

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

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

23                           7.3.3.1 The term duration of any rental, lease or license  
24 agreement;

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

28                           7.3.3.3 The type and dollar value of any other

1 consideration to be paid to the lessor or licensor; and

2           7.3.3.4 The full names and addresses of all parties to  
3 any agreement concerning the real property and a listing of liens (if any)  
4 thereof, together with a listing by full names and addresses of all officers,  
5 directors and stockholders of any private corporation, and a similar listing  
6 of all general and limited partners of any partnership which is a party.

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

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

28 ///

1        8.     NON-DISCRIMINATION

2            8.1     In the performance of this Agreement, CONTRACTOR agrees that it  
3 shall not engage nor employ any unlawful discriminatory practices in the  
4 admission of clients, provision of services or benefits, assignment of  
5 accommodations, treatment, evaluation, employment of personnel or in any other  
6 respect on the basis of race, religious creed, color, national origin,  
7 ancestry, physical disability, mental disability, medical condition, genetic  
8 information, marital status, sex, gender, gender identity, gender expression,  
9 age, sexual orientation, military and veteran status or any other protected  
10 group in accordance with the requirements of all applicable Federal or State  
11 laws.

12           8.2     CONTRACTOR shall develop an Affirmative Action Program Plan which  
13 meets the lawful and applicable requirements of the U.S. Department of Health  
14 and Human Services.

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

19           8.4     CONTRACTOR shall comply with Executive Order 11246, entitled  
20 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
21 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

22           8.5     Non-Discrimination in Employment:

23            8.5.1     All solicitations or advertisements for employees placed  
24 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
25 receive consideration for employment without regard to race, religious creed,  
26 color, national origin, ancestry, physical disability, mental disability,  
27 medical condition, genetic information, marital status, sex, gender, gender  
28 identity, gender expression, age, sexual orientation, military and veteran

1 status or any other protected group in accordance with the requirements of all  
2 applicable Federal or State laws. Notices describing the provisions of the  
3 equal opportunity clause shall be posted in a conspicuous place for employees  
4 and job applicants.

5 8.5.2 CONTRACTOR shall refer any and all employees desirous of  
6 filing a formal discrimination complaint to:

7 California Department of Social Services

8 Public Inquiry and Response Bureau

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

10 Sacramento, CA 94244-2430

11 Telephone: (800) 952-5253

12 (800) 952-8349 (For the hard of hearing)

13 8.6 Non-Discrimination in Service Delivery:

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

1 administrative methods or procedures which would have a discriminatory effect  
2 or which would violate the CDSS Manual of Policies and Procedures (MPP)  
3 Division 21, Chapter 21-100. If there are any violations of this Paragraph,  
4 CDSS shall have the right to invoke fiscal sanctions or other legal remedies  
5 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any  
6 other laws, or the issue may be referred to the appropriate Federal agency for  
7 further compliance action and enforcement of Subparagraph 8.6 et seq.

8 8.6.2 CONTRACTOR shall provide any and all clients desirous of  
9 filing a formal complaint any and all information as appropriate:

10 8.6.2.1 Pamphlet: "Your Rights Under California Welfare  
11 Programs" (PUB 13)

12 8.6.2.2 Discrimination Complaint Form

13 8.6.2.3 Civil Rights Contacts:

14 County Civil Rights Contact:

15 Orange County Social Services Agency

16 Program Integrity

17 Attn: Civil Rights Coordinator

18 P.O. Box 22001

19 Santa Ana, CA 92702-2001

20 Telephone: (714) 438-8877

21 State Civil Rights Contact:

22 California Department of Social Services

23 Civil Rights Bureau

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

25 Sacramento, CA 94244-2430

26 Federal Civil Rights Contact:

27 U.S. Department of Health and Human Services

28 Office of Civil Rights

50 U.N. Plaza, Room 322  
San Francisco, CA 94102

9. NOTICES

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

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

CONTRACTOR: Westminster Family Resource Center  
c/o City of Westminster  
7200 Plaza Street  
Westminster, CA 92683

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

10. NOTICE OF DELAYS

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

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11. INDEMNIFICATION

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

12. INSURANCE

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



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

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

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

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

18 12.5 Qualified Insurer:

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

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

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

Coverage	Minimum Limits	Responsible Contractor Partner Agencies
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	City of Westminster, (City); Abrazar, Inc.(Abrazar); Boys and Girls Club of Westminster (B&GCW); Boys Town California, Inc. (BTC); Interval House (IH); and Western Youth Services (WYS)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	City, Abrazar, B&GCW, BTC, IH, WYS
Workers' Compensation	Statutory	City, Abrazar, B&GCW, BTC, IH, WYS
Employer's Liability Insurance	\$1,000,000 per occurrence	City, Abrazar, B&GCW, BTC, IH, WYS
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	Abrazar, WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	City, Abrazar, B&GCW, BTC, IH, WYS

12.8 Required Coverage Forms:

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

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

///

1           12.9 Required Endorsements:

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

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

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

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

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

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

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

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

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

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

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

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

20       13.   NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

21           CONTRACTOR shall report to COUNTY:

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

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

1 occurrence.

2 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
3 property. Such report shall be submitted to COUNTY within twenty-four (24)  
4 hours of occurrence.

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

9 14. CONFLICT OF INTEREST

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

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

20 15. ANTI-PROSELYTISM PROVISION

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

25 16. SUPPLANTING GOVERNMENT FUNDS

26 CONTRACTOR shall not supplant any Federal, State or COUNTY funds  
27 intended for the purposes of this Agreement with any funds made available  
28 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY

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

7 17. EQUIPMENT

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

17 CONTRACTOR further agrees to the following:

18 17.1.1 To maintain all items of Capital Equipment in good  
19 working order and condition, normal wear and tear excepted.

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

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

1           17.1.4 To purchase a policy or policies of insurance covering  
2 loss or damage to any and all Capital Equipment purchased under this  
3 Agreement, in the amount of the full replacement value thereof, providing  
4 protection against the classification of fire, extended coverage, vandalism,  
5 malicious mischief and special extended perils (all risks) covering the  
6 parties' interests as they appear.

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

14           17.3 Personal Computer Equipment:

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

23           18. BREACH SANCTIONS

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

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

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

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

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

10       19. DESIGNATED LEAD AGENCY

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

26           19.2 As the designated lead agent, City shall also be responsible for  
27 activities that include but are not limited to the following:

28                   19.2.1 Oversight of FRC services;



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

1 19.2.15 Maintaining complete and accurate records of all  
2 financial and outcome measurement data for the FRC;

3 19.2.16 Attending required FaCT meetings and mandatory trainings;  
4 and

5 19.2.17 Maintaining the integrity of the FaCT database and other  
6 reports as necessary.

7 20. PAYMENTS

8 20.1 Maximum Contractual Obligation:

9 The maximum obligation of COUNTY under this Agreement shall not  
10 exceed the amount of \$1,500,000: The amount of \$300,000 for July 1, 2015  
11 through June 30, 2016; the amount of \$300,000 for July 1, 2016 through June  
12 30, 2017; the amount of \$300,000 for July 1, 2017 through June 30, 2018; the  
13 amount of \$300,000 for July 1, 2018 through June 30, 2019; and the amount of  
14 \$300,000 for July 1, 2019 through June 30, 2020 or actual allowable costs,  
15 whichever is less.

16 20.2 Allowable Costs:

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

24 20.3 Claims:

25 20.3.1 CONTRACTOR shall submit monthly claims to be received by  
26 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
27 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
28 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the

1 claim the next business day. COUNTY holidays include New Year's Day, Martin  
2 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
3 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
4 Friday after Thanksgiving, and Christmas Day.

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

14 20.3.3 Payments should be released by COUNTY within a reasonable  
15 time period of approximately thirty (30) days after receipt of a correctly  
16 completed claim form and required supporting documentation.

17 20.3.4 Year End and Final Claims:

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

26 20.3.4.2 The basis for final settlement shall be the  
27 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or 48  
28 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to

1 this Agreement; limited, however, to the maximum obligation of COUNTY. In the  
2 event that any overpayment has been made, COUNTY may offset the amount of the  
3 overpayment against the final payment. In the event overpayment exceeds the  
4 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)  
5 business days of notice from COUNTY. Nothing herein shall be construed as  
6 limiting the remedies of COUNTY in the event an overpayment has been made.

7 21. OVERPAYMENTS

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

21 22. OUTSTANDING DEBT

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

25 23. FINAL REPORT

26 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report  
27 within sixty (60) days after the termination of this Agreement, which shall  
28 summarize the activities and services provided by CONTRACTOR during the term

1 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing  
2 to modify the date upon which the final report must be submitted.

3 24. INDEPENDENT AUDIT

4 24.1 CONTRACTOR shall employ a licensed certified public accountant who  
5 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of  
6 related expenditures during the term of this Agreement in compliance with the  
7 OMB Circular A-133, Audits of States, Local Governments and Non-Profit  
8 Organizations. The audit must be performed in accordance with generally  
9 accepted government auditing standards and OMB Circular A-122. CONTRACTOR  
10 shall cooperate with COUNTY, State and/or Federal agencies to ensure that  
11 corrective action is taken within six (6) months after issuance of all audit  
12 reports with regard to audit exceptions.

13 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle  
14 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies  
15 of organization-wide audits for each of the fiscal cycles corresponding with  
16 the term of this Agreement. CONTRACTOR shall provide each audit within  
17 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to  
18 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny  
19 payment under this or any subsequent Agreement with CONTRACTOR until such time  
20 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may  
21 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

22 25. RECORDS, INSPECTIONS AND AUDITS

23 25.1 Financial Records:

24 25.1.1 CONTRACTOR shall prepare and maintain accurate and  
25 complete financial records. Financial records shall be retained, by  
26 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
27 under this Agreement or until all pending COUNTY, State and Federal audits are  
28 completed, whichever is later.

1           25.1.2 CONTRACTOR shall establish and maintain reasonable  
2 accounting, internal control and financial reporting standards in conformity  
3 with generally accepted accounting principles established by the American  
4 Institute of Certified Public Accountants and to the satisfaction of  
5 ADMINISTRATOR.

6           25.2 Client Records:

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

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

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

22          25.3 Public Records:

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

28        ///

1           25.4 Inspections and Audits:

2           25.4.1 The U.S. Department of Health and Human Services,  
3 Comptroller General of the United States, Director of CDSS, State Auditor-  
4 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
5 Department, or any of their authorized representatives, shall have access to  
6 any books, documents, papers and records, including medical records, of  
7 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
8 for the purpose of financial monitoring. Further, all the above mentioned  
9 persons have the right at all reasonable times to inspect or otherwise  
10 evaluate the work performed or being performed under this Agreement and the  
11 premises in which it is being performed.

12           25.4.2 CONTRACTOR shall make its books and financial records  
13 available within the borders of Orange County within ten (10) days of receipt  
14 of written demand by ADMINISTRATOR.

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

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

24           25.5 Evaluation Studies:

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

1           26.    PERSONNEL DISCLOSURE

2           26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
3 all personnel providing services hereunder, including résumés and job  
4 applications. Changes to the list will be immediately provided to  
5 ADMINISTRATOR in writing, along with a copy of a résumé and/or job  
6 application. The list shall include:

7                   26.1.1 Names of all full or part-time personnel by title,  
8 including volunteer personnel, whose direct services are required to provide  
9 the programs described herein;

10                   26.1.2 A brief description of the functions of each position and  
11 the hours each person works each week; or for part-time personnel, each day or  
12 month, as appropriate;

13                   26.1.3 The professional degree, if applicable, and experience  
14 required for each position; and

15                   26.1.4 The language skill, if applicable, for all personnel.

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

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

27           26.4 CONTRACTOR warrants that all persons employed or otherwise  
28 assigned by CONTRACTOR to provide services under this Agreement have



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

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

19 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
20 staff performing work hereunder and any proposed changes in CONTRACTOR's  
21 staff.

22 26.7 COUNTY shall have the right to require CONTRACTOR to remove any  
23 employee from the performance of services under this Agreement. At the  
24 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

25 26.8 CONTRACTOR shall notify COUNTY immediately when staff is  
26 terminated for cause from working on this Agreement.

27 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to  
28 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all

1 work in accordance with the terms and conditions of this Agreement.

2 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

20 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

21 28.1 In order to comply with child support enforcement requirements of  
22 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days  
23 of the award of this Agreement:

- 24 (a) in the case of an individual contractor, his/her name, date of  
25 birth, Social Security number, and residence address;
- 26 (b) in the case of a contractor doing business in a form other than as  
27 an individual, the name, date of birth, Social Security number,  
28

1 and residence address of each individual who owns an interest of  
2 ten percent (10%) or more in the contracting entity;

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

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

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

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

19 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 set forth in Section 15630 of the WIC and will comply with the provisions of  
2 these code sections as they now exist or as they may hereafter be amended.

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

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

9 31. CONFIDENTIALITY

10 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
11 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
12 and all other provisions of law, and regulations promulgated thereunder  
13 relating to privacy and confidentiality, as each may now exist or be hereafter  
14 amended.

15 31.2 All records and information concerning any and all persons  
16 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
17 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
18 volunteers. CONTRACTOR shall require all of its employees, agents,  
19 subcontractors and volunteer staff who may provide services for CONTRACTOR  
20 under this Agreement to sign an agreement with CONTRACTOR before commencing  
21 the provision of any such services, to maintain the confidentiality of any and  
22 all materials and information with which they may come into contact, or the  
23 identities or any identifying characteristics or information with respect to  
24 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
25 required to provide services under this Agreement or to those specified in  
26 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
27 latter, only during such audit. CONTRACTOR shall comply with any audits  
28 specified in Paragraph 25, provide reports and any other information required

1 by COUNTY in the administration of this Agreement, and as otherwise permitted  
2 by law.

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

6 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
7 be subject to the confidentiality requirements of this Agreement.

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

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

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

21 32. COPYRIGHT ACCESS

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

26 33. WAIVER

27 No delay or omission by either party hereto to exercise any right or  
28 power accruing upon any noncompliance or default by the other party with

1 respect to any of the terms of this Agreement shall impair any such right or  
2 power or be construed to be a waiver thereof. A waiver by either of the  
3 parties hereto of any of the covenants, conditions, or agreements to be  
4 performed by the other shall not be construed to be a waiver of any succeeding  
5 breach thereof or of any other covenant, condition or agreement herein  
6 contained.

7 34. PETTY CASH

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

10 35. PUBLICITY

11 35.1 Information and solicitations, prepared and released by  
12 CONTRACTOR, concerning the services provided under this Agreement shall state  
13 that the program, wholly or in part, is funded through COUNTY, State and  
14 Federal government funds.

15 35.2 CONTRACTOR shall not disclose any details in connection with this  
16 Agreement to any person or entity except as may be otherwise provided  
17 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
18 identify its services and related clients to sustain itself, COUNTY shall not  
19 inhibit CONTRACTOR from publishing its role under this Agreement within the  
20 following conditions:

21 35.2.1 CONTRACTOR shall develop all publicity material in a  
22 professional manner; and

23 35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
24 and shall not authorize another to, publish or disseminate any commercial  
25 advertisements, press releases, feature articles, or other materials using the  
26 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
27 unreasonably withhold written consent.

28 ///

1 36. COUNTY RESPONSIBILITIES

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

4 37. REFERRALS

5 37.1 CONTRACTOR shall provide services to individuals referred by  
6 ADMINISTRATOR.

7 38. REPORTS

8 38.1 CONTRACTOR shall provide information deemed necessary by  
9 ADMINISTRATOR to complete any State-required reports related to the services  
10 provided under this Agreement.

11 38.2 CONTRACTOR shall maintain records and submit reports containing  
12 such data and information regarding the performance of CONTRACTOR's services,  
13 costs or other data relating to this Agreement, as may be requested by  
14 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
15 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

16 39. ENERGY EFFICIENCY STANDARDS

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

20 40. ENVIRONMENTAL PROTECTION STANDARDS

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

27 40.1 No facility to be utilized in the performance of the proposed  
28 grant has been listed on the EPA List of Violating Facilities;

1           40.2 It will notify COUNTY prior to award of the receipt of any  
2 communication from the Director, Office of Federal Activities, U.S. EPA,  
3 indicating that a facility to be utilized for the grant is under consideration  
4 to be listed on the EPA List of Violating Facilities; and

5           40.3 It will notify COUNTY and EPA about any known violation of the  
6 above laws and regulations.

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

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

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

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

23           1) No Federal appropriated funds have been paid or will  
24 be paid to any person for influencing or attempting to influence an officer or  
25 employee of any agency, a Member of Congress, an officer or employee of  
26 Congress, or an employee of a Member of Congress on his or her behalf in  
27 connection with the awarding of any Federal contract, the making of any  
28 Federal grant, the making of any Federal loan, the entering into of any



1 cooperative agreement, and the extension, continuation, renewal, amendment or  
2 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

15 C. Submission of this certification and disclosure is a  
16 prerequisite for making or entering into this Agreement imposed by Section  
17 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
18 this provision or who fails to file or amend the disclosure form to be filed  
19 or amended by this provision, shall be subject to a civil penalty of not less  
20 than \$10,000, and not more than \$100,000, for each such failure.

21 42. POLITICAL ACTIVITY

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

25 43. TERMINATION PROVISIONS

26 43.1 ADMINISTRATOR may terminate this Agreement without penalty  
27 immediately with cause or after thirty (30) days written notice without cause,  
28 unless otherwise specified. Notice shall be deemed served on the date of

1 mailing. Cause shall be defined as any breach of contract, any  
2 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
3 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
4 all further obligations under this Agreement.

5 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
6 cooperate with ADMINISTRATOR in the orderly transfer of service  
7 responsibilities, active case records, and pertinent documents.

8 43.3 The obligations of COUNTY under this Agreement are contingent upon  
9 the availability of Federal and/or State funds, as applicable, for the  
10 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
11 for the services hereunder in the budget approved by the Orange County Board  
12 of Supervisors each fiscal year this Agreement remains in effect or operation.  
13 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
14 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
15 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
16 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
17 notification of such determination. CONTRACTOR shall immediately comply with  
18 ADMINISTRATOR's decision.

19 43.4 If any provision of this Agreement or the application thereof is  
20 held invalid, the remainder of this Agreement shall not be affected thereby.

21 44. GOVERNING LAW AND VENUE

22 This Agreement has been negotiated and executed in the State of  
23 California and shall be governed by and construed under the laws of the State  
24 of California. In the event of any legal action to enforce or interpret this  
25 Agreement, the sole and exclusive venue shall be a court of competent  
26 jurisdiction located in Orange County, California, and the parties hereto  
27 agree to and do hereby submit to the jurisdiction of such court,  
28 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties

1 specifically agree to waive any and all rights to request that an action be  
2 transferred for trial to another county.

3 45. SIGNATURE IN COUNTERPARTS

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

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

By: \_\_\_\_\_  
EDDIE MANFRO  
CITY MANAGER  
CITY OF WESTMINSTER

By: \_\_\_\_\_  
CHAIRMAN OF THE  
BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

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: \_\_\_\_\_  
HELEN ORTEGA  
CHIEF PROFESSIONAL OFFICER  
BOYS & GIRLS CLUB OF  
WESTMINSTER

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MARIO ORTEGA  
CHIEF OPERATING OFFICER  
ABRAZAR, INC.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

LAWREN RAMOS  
EXECUTIVE DIRECTOR  
BOYS TOWN CALIFORNIA, INC.

By: Ann Stiel  
DEPUTY

Dated: 4/27/15

1 EXHIBIT A  
2 TO  
3 AGREEMENT  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 CITY OF WESTMINSTER  
8 AND  
9 ABRAZAR, INC.  
10 AND  
11 BOYS AND GIRLS CLUB OF WESTMINSTER  
12 AND  
13 BOYS TOWN CALIFORNIA, INC.  
14 AND  
15 INTERVAL HOUSE  
16 AND  
17 WESTERN YOUTH SERVICES  
18 FOR THE PROVISION OF  
19 SERVICES PROMOTING SAFE AND STABLE FAMILIES  
20

21 1. POPULATION TO BE SERVED

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

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

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

11 2. PSSF & CBCAP FUNDING REQUIREMENTS

12 2.1 CONTRACTOR shall provide services/activities, as described in  
13 Paragraph 5 below, to address one (1) or more of the seven (7) Promoting Safe  
14 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,  
15 and addressing all four (4) of the PSSF service categories defined in  
16 Subparagraphs 2.3.1 through 2.3.4, below.

17 2.2 PSSF Outcomes: Services must meet a minimum of one (1) of the  
18 following PSSF outcomes:

19 2.2.1 Children are, first and foremost, protected from abuse  
20 and neglect.

21 2.2.2 Children are safely maintained in their own homes  
22 whenever possible and appropriate.

23 2.2.3 Children have permanency and stability in their living  
24 situations.

25 2.2.4 The continuity of family relationships and connections is  
26 preserved for children.

27 2.2.5 Families have enhanced capacity to provide for their  
28 children's needs.

1                   2.2.6    Children receive appropriate services to meet educational  
2 needs.

3                   2.2.7    Children receive adequate services to meet physical and  
4 mental health needs

5           2.3    The four (4) PSSF service categories are as follows:

6                   2.3.1    Family Preservation: Family Preservation (FP) services  
7 typically are designed to help families alleviate crises that might lead to  
8 out-of-home placement of children; maintain the safety of children in their  
9 own homes; and assist families in obtaining services and other supports  
10 necessary to address their multiple needs in a culturally responsive manner.

11                   2.3.2    Family Support: Family Support services are primarily  
12 community-based preventive activities designed to alleviate stress and promote  
13 parental competencies and behaviors that will increase the ability of families  
14 to successfully nurture their children; enable families to use other resources  
15 and opportunities available in the community; and create supportive networks  
16 to enhance child-rearing abilities of parents and help compensate for the  
17 increased social isolation and vulnerability of families.

18                   2.3.3    Time-Limited Family Reunification: Time-Limited Family  
19 Reunification (TLFR) are services and activities provided to a child who is  
20 removed from the child's home and placed in a foster family home or a  
21 childcare institution. These services are also for the parents or primary  
22 caregiver for the child, in order to facilitate the reunification of the child  
23 safely and appropriately during the court ordered family reunification period.  
24 TLFR services include individual, group, and family counseling; inpatient,  
25 residential, or outpatient substance abuse treatment services; mental health  
26 services; assistance to address domestic violence; temporary childcare and  
27 therapeutic services for families, including crisis nurseries; and  
28 transportation to and from any of the above services.

1           2.3.4 Adoption Promotion and Support: Adoption Promotion and  
2 Support (APS) services are designed to encourage more adoptions out of the  
3 foster care system, when adoptions promote the best interest of children, and  
4 include such activities as pre- and post-adoptive services designed to  
5 expedite the adoption process and support adoptive families.

6           2.4 Unless specified otherwise, the services described below in  
7 Subparagraphs 5.1 through 5.14 addresses each of the four (4) PSSF categories  
8 described above in Subparagraphs 2.3.1 through 2.3.4.

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

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



1           2.7 CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload  
2 standards as set forth in this Paragraph and as authorized by COUNTY, without  
3 reducing the level of service to be provided by CONTRACTOR. This agreement  
4 must be in writing.

5           3.    HOURS OF OPERATION

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

19           3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday  
20 schedule which is as follows: New Year's Day, Martin Luther King Day,  
21 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
22 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
23 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written  
24 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday  
25 schedule. Any unauthorized closure shall be deemed a material breach of this  
26 Agreement, pursuant to Paragraph 18, and shall not be reimbursed. CONTRACTOR  
27 is encouraged to provide contracted services on holidays, whenever possible.

28        ///

4. FaCT GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

4.8 Provide all services at the FRC. Services may also be offered in-

1 home, at schools, and other community locations as needed as mutually agreed  
2 upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all  
3 Clinical Supervision, Family Support Services, Counseling and Case Management  
4 Team services.

5 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT  
6 Funded Partner Agency(ies) to ensure participants complete FaCT required  
7 registration, consent, sign-in forms, satisfaction surveys, and/or complete  
8 assessment tools referenced in Subparagraph 8.4 when receiving services  
9 requiring an assessment.

10 4.10 Collaborate with COUNTY staff and COUNTY'S contracted Differential  
11 Response (DR) and Family Stabilization (FS) services staff who provide  
12 services to Social Services Agency (SSA) clients.

13 5. SERVICES

14 Throughout this Exhibit, the Contractor Partner Agencies shall  
15 hereinafter be referred to as: City of Westminster (City), Abrazar, Inc.,  
16 (Abrazar), Boys and Girls Club of Westminster (B&GCW), Boys Town California  
17 (BTC), Interval House (IH), and Western Youth Services (WYS).

18 5.1 Clinical Supervision (WYS):

19 5.1.1 WYS shall provide Clinical Supervision services to ensure  
20 the quality of counseling services provided at the FRC.

21 5.1.2 Clinical Supervision services shall include, but are not  
22 limited to: individual and group clinical supervision for counselor(s) at the  
23 FRC, recruitment and supervision of Master's level counseling interns, case  
24 consultation, verification of laws of confidentiality, and ensuring that child  
25 and elder/dependent adult abuse reporting requirements are followed.

26 5.1.3 Clinical Supervision services shall be provided for a  
27 minimum of two (2) hours per week and shall be based on the CONTRACTOR'S  
28 counseling agency supervision requirements.

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

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

5           5.2 Counseling (WYS):

6           5.2.1 The objectives of Counseling Services are as follows:

7                   5.2.1.1 Increase the availability of counseling services  
8 for appropriate non Medi-Cal clients, underinsured clients, and clients  
9 experiencing barriers to accessing mental health services;

10                   5.2.1.2 Increase participant's coping skills in dealing  
11 with stress;

12                   5.2.1.3 Increase access to social support systems;

13                   5.2.1.4 Facilitate linkages to appropriate and needed  
14 treatment programs (e.g., domestic violence, substance abuse, mental health,  
15 etc.);

16                   5.2.1.5 Reduce risk of violence in the home; and

17                   5.2.1.6 Improve individual and family functioning.

18           5.2.2 WYS shall provide Crisis, Group and Individual counseling  
19 services for a minimum of one hundred twenty five (125) unduplicated  
20 PARTICIPANTS annually. Counseling services shall include, but not be limited  
21 to: assess PARTICIPANT's needs, provide emotional support, stabilize immediate  
22 crisis, develop goals for PARTICIPANTS, address parenting issues, cycle of  
23 abuse, victimization, enhance family dynamics, and make appropriate linkages  
24 to all needed treatment programs and social support systems. The Counselor  
25 and/or designee, as approved by ADMINISTRATOR, shall attend the FRC's Case  
26 Management Team (CMT) meetings.

27           5.2.3 WYS shall provide Crisis, Group, and Individual  
28 counseling services continuously throughout the term of this Agreement by

1 appointment during FRC operating hours. WYS may also schedule evening hours  
2 at the request of PARTICIPANTS.

3 5.2.4 WYS shall provide a minimum of fifteen (15) Crisis  
4 counseling sessions to a minimum of fifteen (15) unduplicated PARTICIPANTS  
5 annually. WYS Crisis counseling sessions shall be a minimum of one (1)  
6 session per individual and a maximum of three (3) sessions, and each session  
7 shall be a minimum of fifty (50) minutes in duration. PARTICIPANTS will be  
8 seen one (1) to two (2) times weekly. Crisis counseling services shall be  
9 based on motivational interviewing and solution focused crisis intervention.

10 5.2.5 WYS shall provide Group counseling services to a minimum  
11 of ninety (90) unduplicated PARTICIPANTS annually. PARTICIPANTS will be  
12 invited to join ongoing group(s) appropriate for their age, gender, and role  
13 after an initial welcome meeting with the assigned counselor. WYS shall offer  
14 eight (8) Group counseling series each comprised of six (6) weekly stand-alone  
15 sessions. Group counseling topics will address common concerns for the  
16 PARTICIPANTS served, do not build upon one another, and shall include, but are  
17 not limited to, seeking safety and self-care. PARTICIPANTS may join at any  
18 point in time and considered as having successfully completed group counseling  
19 after having attended six (6) sessions.

20 5.2.6 WYS shall provide Individual counseling services to a  
21 minimum of twenty (20) unduplicated PARTICIPANTS for a minimum of eighty (80)  
22 sessions annually. WYS shall offer a minimum of four (4) sessions per  
23 individual and twenty (20) sessions in duration. Individual counseling  
24 sessions shall be a minimum of fifty (50) minutes in duration, or as  
25 clinically indicated by the clinician, and offered to PARTICIPANTS on a weekly  
26 basis. Individual counseling services shall be offered continuously  
27 throughout the term of this Agreement by appointment during FRC operating  
28 hours. WYS may also schedule evening hours at the request of PARTICIPANTS.

1 Individual counseling services shall be provided using a model based on  
2 trauma-focused cognitive behavioral therapy and/or other evidence-based or  
3 evidence-informed models (e.g., motivational interviewing, Seeking Safety,  
4 etc.).

5 5.2.7 WYS shall provide qualified, bilingual licensed/licensed  
6 eligible Counselor staff as specified in Subparagraph 14.6 of this Exhibit.

7 5.3 Family Support Services (City):

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

9 5.3.1.1 Increase families' follow-through with service  
10 providers.

11 5.3.1.2 Increase access to resources.

12 5.3.1.3 Increase effective coordination of services among  
13 providers.

14 5.3.1.4 Assist in accessing resources so families may  
15 achieve economic self-sufficiency.

16 5.3.2 City shall provide Family Support Services for a minimum  
17 of one hundred (100) unduplicated FAMILIES annually. Family Support Services  
18 are those services employing a case manager (e.g., Family Support Specialist)  
19 responsible for assessing the strengths and meeting the multiple needs of a  
20 family; arranging, coordinating, monitoring, evaluating, and advocating for  
21 multiple services for families. The primary goal of case management shall be  
22 to link families with multiple needs to resources, services, and  
23 opportunities. The Family Support Specialist shall also teach and empower  
24 PARTICIPANTS to access community resources and strengthen problem solving  
25 skills.

26 5.3.3 City shall provide Family Support Services continuously  
27 throughout the term of this Agreement during FRC operating hours or at dates  
28 and times convenient for PARTICIPANTS. City shall provide Family Support

1 Services for a minimum of thirty (30) days for each PARTICIPANT.

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

5 5.3.5 City shall provide qualified, bilingual Family Support  
6 Specialist staff as specified in Subparagraph 14.9 of this Exhibit.

7 5.4 Foster and Adoptive Parent Recruitment (City):

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

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

17 5.4.2.1 Information on Foster and Adoptive Parent  
18 Recruitment activities included in quarterly distribution of City newsletter  
19 to homes and businesses.

20 5.4.2.2 Link to FRC information on City Website.

21 5.4.2.3 Promotion and outreach to City schools.

22 5.4.2.4 Public Service Announcements (PSA) on WTV-3 a  
23 minimum of four (4) times annually during the term of this Agreement.

24 5.4.2.5 PSA on local radio and television promoting FRC a  
25 minimum of two (2) times annually during the term of this Agreement.

26 5.4.2.6 Promotion at City-wide events (e.g., Dia de la  
27 Familia, Safety Day, etc.) a minimum of four (4) times annually.

28 5.4.3 City's Foster and Adoptive Parent Recruitment Services

1 shall address only the following PSSF service category: APS.

2 5.4.4 City shall provide a qualified Foster and Adoptive Parent  
3 Recruiter (e.g., FRC Coordinator and Community Engagement Volunteer  
4 Coordinator) staff as specified in Subparagraph 14.10 of this Exhibit.

5 5.5 FRC Case Management Team (WYS):

6 5.5.1 The objectives of FRC CMT services are as follows:

7 5.5.1.1 Increase collaboration among Contractor Partner  
8 Agencies to effectively coordinate services.

9 5.5.1.2 Improve resource linkages.

10 5.5.1.3 Improve individual and family functioning.

11 5.5.1.4 Decrease duplication of services.

12 5.5.1.5 Build the capacity of communities and FRC to  
13 address the needs of children and families.

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

28 5.5.3 WYS, in coordination with Contractor Partner Agencies,



1 shall provide FRC CMT services for a minimum of seventy-five (75) unduplicated  
2 FAMILIES annually. FRC CMT services include, but are not limited to:  
3 identifying the educational, health, or social service needs of a child and  
4 child's family; developing a plan to address these multiple needs; weekly  
5 reviews; team assessment; arranging and coordinating appropriate services;  
6 monitoring effectiveness of services; evaluating the outcome of services; and  
7 assigned clinician/intern, in conjunction with appropriate partners, will  
8 utilize clinical skills and knowledge of the community in order to access  
9 resources that are best suited to client's needs. FRC CMT services shall  
10 include, but are not be limited to, the following components:

11 5.5.3.1 Assessment: The FRC CMT Clinical Supervisor,  
12 based on input from the CMT, shall complete an assessment of PARTICIPANTS'  
13 strengths and needs and community resources available to PARTICIPANT.

14 5.5.3.2 Individualized Treatment Plan: On the basis of  
15 the assessment in 5.5.3.1, the FRC CMT shall jointly develop an individualized  
16 treatment plan with the PARTICIPANT that identifies priorities; desired  
17 outcomes; the strategies; and resources to be used in attaining the outcomes;  
18 follow up; and termination.

19 5.5.3.3 Reassessment: The FRC CMT Clinical Supervisor  
20 and CMT shall jointly reassess the PARTICIPANT's status, with input from  
21 Contractor Partner Agencies, in a weekly clinical review of cases. FRC CMT  
22 meetings shall provide weekly evaluations and assessment for PARTICIPANTS.

23 5.5.3.4 Termination: The FRC CMT Clinical Supervisor and  
24 CMT shall jointly terminate the case from the CMT when the desired outcomes  
25 have been attained, the PARTICIPANT is non-compliant, or the PARTICIPANT  
26 withdraws.

27 5.5.4 WYS in coordination with Contractor Partner Agencies  
28 shall provide FRC CMT services during the term of this Agreement. FRC CMT

1 meetings shall be scheduled a minimum of one (1) day per week for a minimum of  
2 one (1) hour in duration. WYS's Clinical Supervisor shall facilitate FRC CMT  
3 meetings.

4 5.5.5 WYS shall complete the FRC CMT Tracking and Outcomes Log  
5 and the required forms referenced in Subparagraph 4.8.

6 5.5.6 WYS shall provide qualified FRC CMT Clinical Supervisor  
7 (e.g., Clinical Supervisor) staff as specified in Subparagraph 14.11 of this  
8 Exhibit to facilitate FRC CMT meetings.

9 5.6 Information and Referral Services (City):

10 5.6.1 The objective of Information and Referral Services is to  
11 increase access to community resources for families in need.

12 5.6.2 City shall provide Information and Referral Services for  
13 a minimum of one thousand (1,000) unduplicated PARTICIPANTS annually.  
14 Information and Referral Services shall include an assessment of need and  
15 referral to emergency housing, emergency food, family counseling, child care,  
16 substance abuse counseling and treatment, parenting training, utility  
17 assistance, health and mental health treatment, education and job training,  
18 legal aid, youth academic and recreation services, and many other services  
19 based on client needs. Information and Referral Specialist shall collaborate  
20 with other County and local community resource services providers by receiving  
21 and referring clients, which may include, but are not limited to 2-1-1 Orange  
22 County, Help Me Grow, etc.

23 5.6.3 Information and Referral Specialist shall be stationed at  
24 the FRC reception area as the first point of contact for walk-in and  
25 telephone/email inquiries during FRC operating hours. Information and  
26 Referral Services shall be offered during FRC operating hours.

27 5.6.4 City shall provide qualified, bilingual Information and  
28 Referral Specialist staff as specified in Subparagraph 14.13 of this Exhibit.

1           5.7 Other Services: Dental Services (Abrazar):

2           5.7.1     Abrazar shall provide Dental Services for a minimum of  
3 twenty-five (25) unduplicated PARTICIPANTS annually, at a limit of two hundred  
4 dollars (\$200) worth of service for each PARTICIPANT. Dental Services shall  
5 include, but not be limited to, the following: high quality dental treatments  
6 by a licensed and certified dentist, state of the art infection control, and  
7 prudent employee safety procedures.

8           5.7.2     Abrazar shall provide Dental Services at Abrazar located  
9 at 7101 Wyoming Street, Westminster, CA 92683.

10          5.7.3     Abrazar shall provide qualified Dentist and Dental  
11 Assistant staff as specified in Subparagraphs 14.7 and 14.8 of this Exhibit.

12          5.8 Other Services: Emergency Food Program (Abrazar):

13          5.8.1     Abrazar shall provide Emergency Food Program services for  
14 a minimum of fifty-eight (58) unduplicated PARTICIPANTS annually, no more than  
15 four (4) times for each PARTICIPANT, during the term of this Agreement.  
16 Emergency Food Program services shall include, but not be limited to,  
17 assisting PARTICIPANTS obtain food during times of emergency.

18          5.8.2     Abrazar shall provide Emergency Food Program services  
19 during the term of this Agreement.

20          5.8.3     Abrazar shall provide Emergency Food Program services at  
21 Abrazar.

22          5.8.4     Abrazar shall provide, at no cost to COUNTY, qualified  
23 Nutritional Aide staff as specified in Subparagraph 14.14 of this Exhibit.

24          5.9 Other Services: Health and Education Services (City):

25          5.9.1     The objective for Health and Education Services is to  
26 address community health needs as well as TLFR and adoptive families.

27          5.9.2     City, through a subcontract with AltaMed, shall provide  
28 medical, dental, and health education services for a minimum of seventy-two

1 (72) unduplicated PARTICIPANTS annually. Health and Education Services shall  
2 include: thirty-two (32) unduplicated health visits consisting of one (1)  
3 medical visit and/or one (1) dental visit per PARTICIPANT, and four (4) health  
4 education groups, including community resource events/fairs, for a minimum of  
5 forty (40) unduplicated PARTICIPANTS. Each health education group shall be  
6 for a minimum of ten (10) PARTICIPANTS and shall be a minimum of two (2) hours  
7 in duration.

8 5.9.3 City, through a subcontract with AltaMed, shall provide  
9 an obesity program which provides education on healthy life styles and  
10 behaviors.

11 5.9.4 City, through a subcontract with AltaMed shall provide  
12 qualified Dentist, Physician Assistant, Registered Dental Assistant, Licensed  
13 Vocational Nurse, Clinic Administrator, and Health Educator staff.

14 5.10 Other Services: School Time Off Program (STOP) (B&GCW):

15 5.10.1 Boys and Girls Club of Westminster (B&GCW) shall provide  
16 School Time Off Program (STOP) services to children ages six through eighteen  
17 (6-18) years.

18 5.10.2 B&GCW shall provide STOP Program services for a minimum  
19 of fifty (50) unduplicated PARTICIPANTS annually. STOP Program services will  
20 provide PARTICIPANTS with a safe and nurturing place during after-school and  
21 non-school hours. STOP Program services shall include, but not be limited to,  
22 the following: recreation activities, leadership and character development  
23 activities, homework assistance, and sports. Additionally, B&GCW shall  
24 provide fifty (50) scholarships annually to after-school programs.

25 5.10.3 B&GCW shall provide STOP Program services as follows:  
26 during the school year from 2:30 p.m. to 6:00 p.m. on Mondays, Tuesdays,  
27 Thursdays and Fridays; from 1:46 p.m. to 6:00 p.m. on Wednesdays; and from  
28 7:00 a.m. to 6:00 p.m. on non-school days (e.g., summer) throughout the term

1 of this Agreement.

2 5.10.4 B&GCW shall provide qualified Youth Development Worker  
3 staff as specified in Subparagraph 14.21 of this Exhibit.

4 5.11 Out-of-School-Time Youth Program (City):

5 5.11.1 The objectives of Out-of-School Time (OST) Youth Program  
6 are as follows:

7 5.11.1.1 Increase social connection amongst peers.

8 5.11.1.2 Provide a safe place for school-aged children.

9 5.11.1.3 Increase enrichment opportunities to enhance  
10 academic achievement and healthy social behavior.

11 5.11.2 City shall provide OST Youth Program Services for a  
12 minimum of forty (40) unduplicated PARTICIPANTS annually. OST Youth Program  
13 will provide PARTICIPANTS with a safe and nurturing place during after school  
14 and non-school hours. Activities may include, but are not limited to:  
15 recreation, education, healthy development, artistic and cultural enrichment,  
16 and leadership development.

17 5.11.3 During each academic school year, City shall provide  
18 enrichment and academic activities for children ages seven to eighteen (7-18).  
19 Services shall take place after school hours and during school breaks (e.g.,  
20 spring, winter, and summer). OST Youth Programs shall run five (5) times  
21 weekly, Monday through Friday, for a minimum of two and a half (2 ½) hours per  
22 day.

23 5.11.4 OST Youth Programs shall be provided primarily at the  
24 FRC, Sigler Park (located at same address as the FRC), and/or at other  
25 community locations to be as needed and approved in advance and in writing by  
26 ADMINISTRATOR.

27 5.11.5 City shall provide a qualified Out-of-School-Time Youth  
28 Leader staff as specified in Subparagraph 14.15 of this Exhibit.

1           5.12 Parenting Education (City and BTC)):

2           5.12.1 The objectives for Parent Education are as follows:

3                   5.12.1.1 Increase social support.

4                   5.12.1.2 Enhance coping skills.

5                   5.12.1.3 Improve knowledge of child development.

6                   5.12.1.4 Improve knowledge of appropriate and effective  
7 discipline.

8           5.12.2 City, through a subcontract with Westminster School  
9 District (WSD), shall provide Parenting Education services for a minimum of  
10 twenty (20) unduplicated PARTICIPANTS annually. Parenting Education services  
11 shall be provided utilizing only an evidence-based or evidence-informed  
12 Parenting Education curriculum..

13           5.12.3 City, through a subcontract with WSD, shall provide a  
14 minimum of four (4) Parenting Education academies (aka series) annually  
15 comprised of six (6) weekly sessions each series. Each session shall be a  
16 minimum of two (2) hours in duration. City shall provide Parenting Education  
17 services to a minimum of five (5) unduplicated PARTICIPANTS per series for a  
18 total of twenty (20) PARTICIPANTS annually. WSD Parenting Education services  
19 shall be provided during FRC operating hours or at dates and times convenient  
20 for PARTICIPANTS one (1) time per quarter during the term of this Agreement.

21           5.12.4 City shall provide Parenting Education service at the  
22 FRC, WSD location(s), Sigler Park, and/or at other community locations, to be  
23 approved in advance and in writing by ADMINISTRATOR.

24           5.12.5 BTC shall provide Parenting Education services for a  
25 minimum of sixty (60) unduplicated PARTICIPANTS annually. BTC shall utilize  
26 the evidenced-based Common Sense Parenting curriculum.

27           5.12.6 BTC shall provide a minimum of four (4) Parenting  
28 Education series comprised of six (6) weekly sessions, for a minimum of sixty

1 (60) unduplicated PARTICIPANTS annually. BTC Parenting Education services  
2 shall be provided a minimum of four (4) times annually during the term of this  
3 Agreement. Each session shall be a minimum of two (2) hours in duration.  
4 Parenting Education services shall be offered at additional times based on  
5 PARTICIPANT availability.

6 5.12.7 City and BTC shall ensure completion of required  
7 paperwork when providing parenting education to PARTICIPANTS receiving child  
8 welfare services, including, but not limited to, verification of attendance,  
9 issuance of certificates of completion, and verbal and/or written reports to  
10 COUNTY Social Workers.

11 5.12.8 City, through a subcontract with WSD, and BTC shall  
12 provide qualified, bilingual Parenting Educator staff as specified in  
13 Subparagraphs 14.16 and 14.17 of this Exhibit.

14 5.13 Personal Empowerment Program (Certified Domestic Violence  
15 Prevention and Treatment Education Program) - General and TLFR Participants  
16 (IH):

17 5.13.1 The objectives of Personal Empowerment Program (PEP) are  
18 as follows:

19 5.13.1.1 Increase victim's awareness of the threat of  
20 domestic violence and its short/long term effects.

21 5.13.1.2 Develop or enhance safety plan for domestic  
22 violence victims.

23 5.13.1.3 Increase victim's understanding of the effects  
24 domestic violence has on children.

25 5.13.1.4 Increase victim's awareness on the various types  
26 of abuse.

27 5.13.1.5 Promote safety and permanency in homes and  
28 communities through prevention efforts aimed at child abuse and domestic

1 violence.

2 5.13.2 PEP services shall be comprised of a ten (10) week  
3 educational support program designed to help victims break the cycle of  
4 domestic violence through education on the dynamics of domestic violence,  
5 effect of violence on victims and their children, and to help victims protect  
6 children who live in domestic violence homes. PEP topics shall include, but  
7 not be limited to: safety planning, boundaries, anger management, legal  
8 aspects of domestic violence, working through denial, and maintaining healthy  
9 relationships. Services shall target the general community as well as  
10 COUNTY's TLFR population.

11 5.13.3 IH shall provide PEP services to a minimum of forty (40)  
12 unduplicated FRC PARTICIPANTS annually.

13 5.13.4 IH shall provide PEP services continuously during the  
14 term of this Agreement. Each class shall be a minimum of two (2) hours in  
15 duration. IH shall provide PEP services during FRC operating hours or at  
16 dates and times convenient for PARTICIPANTS.

17 5.13.5 IH shall provide PEP services primarily at the FRC,  
18 Sigler Park, and/or at other community locations, to be approved in advance  
19 and in writing by ADMINISTRATOR.

20 5.13.6 When providing PEP services to COUNTY's TLFR population,  
21 IH shall also be required to include, but not be limited to, verification of  
22 attendance, issuance of certificates of completion, and verbal and/or written  
23 reports to COUNTY Social Workers.

24 5.13.7 IH shall provide qualified, bilingual PEP Instructor  
25 staff as specified in Subparagraph 14.18 of this Exhibit. During the entire  
26 term of this agreement, PEP providers must be approved by the PEP Program  
27 Collaborative of Orange County.

28 ///



1           5.14 TLFR Family Fun Activities (City):

2           5.14.1 The objectives of TLFR Family Fun Activities are as  
3 follows:

4                   5.14.1.1 Increase parent-child bonding.

5                   5.14.1.2 Provide a safe and enriching, interactive  
6 environment for TLFR families.

7           5.14.2 In addition, to PARTICIPANTS referenced in Paragraph 1,  
8 TLFR Family Fun Activities may also include: children that are removed from  
9 their home and placed in a foster family home or a childcare institution, and  
10 parents or primary caregiver of such a child, in order to facilitate the  
11 reunification of the child, safely and appropriately.

12           5.14.3 City shall provide TLFR Family Fun Activities services  
13 for a minimum of ten (10) unduplicated families annually. TLFR Family Fun  
14 Activities shall include supervised and organized activities and events for  
15 children of parents and/or caregivers in the reunification process.  
16 Activities can include arts and cultural enrichment, education, and recreation  
17 to promote healthy parent-child bonding, quality time, and communication. In  
18 the event a parent is participating in monitored/supervised visitation while  
19 simultaneously participating in a Family Fun Activity, the SSA approved  
20 monitor or supervised visitation specialist must be present during the entire  
21 length of the Family Fun Activity.

22           5.14.4 City shall provide a minimum of two group events (e.g.,  
23 bowling, water parks, Boomers, etc.) annually during the term of this  
24 Agreement. TLFR Family Fun Activities services shall promote positive family  
25 relationship building. City shall maximize group events by encouraging non-  
26 funded partners to participate and provide in-kind services (e.g., during a  
27 parenting education workshop, children will attend an activity/event).

28           5.14.5 TLFR Family Fun Activities shall be provided primarily at

1 Sigler Park, the FRC, and/or at other community locations to be as needed and  
2 approved in advance and in writing by ADMINISTRATOR.

3 5.14.6 TLFR Family Fun Activities services shall address only  
4 the following PSSF category: TLFR

5 5.14.7 City shall provide qualified TLFR Family Fun Activities  
6 Leader staff (e.g., Childcare Worker, Community Volunteer Engagement  
7 Coordinator, Family Support Specialist, FRC Coordinator, and Information and  
8 Referral Specialist) as specified in Subparagraph 14.19 of this Exhibit.

9 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

10 6.1 In addition to providing the services described in Paragraph 5 of  
11 this Exhibit A, CONTRACTOR agrees to:

12 6.1.1 Provide ADMINISTRATOR a bi-annual detailed marketing plan  
13 for each contracted service, and revise, if necessary, as requested by  
14 ADMINISTRATOR;

15 6.1.2 Actively engage the community including local residents,  
16 faith-based groups, businesses, public and private organizations, civic  
17 groups, and others in the planning and implementation of services that promote  
18 the well-being, safety, and permanency of children, families and communities.

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

26 6.1.4 Develop a Community Engagement Advisory Committee (CEAC)  
27 that shall meet a minimum of quarterly during the term of this Agreement.  
28 CEAC shall develop and advance a community agenda to affect community level

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

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

21 6.2 City shall provide a minimum of seventy-six (76) hours annually to  
22 childcare services at the FRC to children of parents attending FRC programs  
23 during FRC operating hours, continuously throughout the term of this  
24 Agreement, at dates and times convenient for PARTICIPANTS. Allowable costs  
25 include direct childcare services and purchases of cleaning supplies, snacks  
26 directly related to childcare services, activities, age appropriate toys,  
27 crafts, and games. Childcare services shall be reimbursed based on actual  
28 hours worked. City shall provide qualified Childcare Worker staff as

1 specified in Subparagraph 14.3 of this Exhibit.

2 6.3 CONTRACTOR shall use Emergency Assistance Funds to meet the basic  
3 needs of clients in support of services as described herein. Allowable costs  
4 include emergency food, emergency clothing, diapers, medicine, bus tickets to  
5 access services, safety items, one-time rent payment assistance, and one-time  
6 utility payment assistance. Other allowable costs are to be approved in  
7 advance and in writing by ADMINISTRATOR. All purchases from FRC Emergency  
8 Assistance Funds in excess of one hundred (\$100) dollars per client shall be  
9 requested in advance and in writing for approval by ADMINISTRATOR. CONTRACTOR  
10 shall research available community resource options prior to approving  
11 expenditures.

12 7. FACILITIES

13 7.1 Westminster FRC is located at:

14 7200 Plaza Street

15 Westminster, CA 92683

16 7.2 Administrative services under this Agreement shall be provided at  
17 Westminster FRC and:

18 City of Westminster

19 8200 Westminster Blvd.

20 Westminster, CA 92683

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

24 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

25 8.1 CONTRACTOR shall electronically track the type and amount of  
26 services provided to each PARTICIPANT by Contractor Partner Agencies and a  
27 minimum of two (2) required Non-FaCT Funded Partner Agency(ies). The FRC  
28 Designated Lead Agency shall maintain data that includes the types and amounts

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

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

11 8.2.1 Provide concrete support in times of need,

12 8.2.2 Increase parental resilience,

13 8.2.3 Increase knowledge of parenting and child development,

14 8.2.4 Support the social and emotional competence of children,

15 and

16 8.2.5 Build parents' social connections.

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

26 8.3 FRC direct services staff (e.g., Information and Resource  
27 Specialist, Family Support Specialist, etc.) shall be responsible for entering  
28 client service and outcome data for FaCT funded and a minimum of two (2)

1 required non-FaCT funded services into the FaCT data system. These include,  
 2 but are not limited to, the following:

3 8.3.1 FRC CMT Clinical Supervisor shall administer, collect,  
 4 and enter the FRC CMT tracking and assessment tool;

5 8.3.2 Family Support Specialist shall administer, collect, and  
 6 enter the Family Development Matrix Tool(s);

7 8.3.3 Parenting Educator shall administer, collect, and enter  
 8 the Parenting Education Survey;

9 8.3.4 OST Leader shall administer, collect, and enter FaCT  
 10 Measurement tools; and,

11 8.3.5 Direct service staff shall enter specific data collection  
 12 information and complete standardized assessment forms, FaCT Registration  
 13 Form, attendance sheets, and other documents required by ADMINISTRATOR.

14 8.4 In addition to the FaCT Registration form and/or FaCT Large Group  
 15 Tracking form, the following assessment tool(s) required for each core service  
 16 includes:

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

24 8.5 The FRC Coordinator is responsible for ensuring data integrity and  
 25 accurate data collection. FRC Coordinator shall also ensure that the data is  
 26 entered correctly into the FaCT data system and within timelines required by  
 27 ADMINISTRATOR. Contractor Partner Agencies are responsible for their own  
 28 staff data collection, ensuring data integrity, and accurate submission to the

1 FRC Coordinator.

2 8.6 FRCs can administer COUNTY-approved measurement tools (e.g.,  
3 tracking logs, pre/post-tests, satisfaction surveys, etc.) to collect data on  
4 other services. ADMINISTRATOR shall provide CONTRACTOR a minimum of ten (10)  
5 business day notice in the event a measurement tool is changed.

6 8.7 The COUNTY measurement tools, referenced in Subparagraph 8.4 are  
7 subject to change based on program and evaluation needs as defined by  
8 ADMINISTRATOR.

9 9. REPORTS

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

13 9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR  
14 by the twentieth (20th) day of each month for the preceding month of services.  
15 In the event the twentieth (20th) calendar day falls on a weekend or COUNTY  
16 holiday as specified in Subparagraph 3.2 of this Exhibit, CONTRACTOR shall  
17 submit the Monthly Service Grid the next business day to ADMINISTRATOR.

18 9.2 CONTRACTOR shall complete the FaCT standardized Marketing Outreach  
19 Log and CEAC Data Form and shall submit to ADMINISTRATOR quarterly, ten (10)  
20 calendar days following the end of each quarter.

21 9.3 CONTRACTOR shall provide information deemed necessary by  
22 ADMINISTRATOR to complete any state-required reports related to the services  
23 provided under this Agreement.

24 10. UTILIZATION REVIEW

25 10.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's  
26 request at CONTRACTOR's facility identified in Paragraph 7 of this Exhibit A  
27 to review and evaluate a random selection of PARTICIPANT case records. The  
28 review shall include, but is not limited to, an evaluation of the necessity,

1 appropriateness, and length of services provided. PARTICIPANT cases to be  
2 reviewed shall be randomly selected by COUNTY.

3 10.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve  
4 differences of opinion regarding the necessity, appropriateness, and length of  
5 services provided, the dispute shall be submitted to COUNTY's Director of  
6 Children and Family Services for final resolution.

7 11. SUSTAINABILITY

8 11.1 CONTRACTOR agrees to demonstrate, throughout the term of this  
9 Agreement, the ability to integrate multiple public, private, and  
10 collaborative partner funding sources.

11 11.2 CONTRACTOR must provide measureable goals that demonstrate  
12 resource leveraging and in-kind partnerships and/or grants based on service  
13 gaps and identified needs, specific to the community.

14 11.3 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order  
15 to pursue long-term sustainability of CONTRACTOR'S FaCT collaborative  
16 programs. This includes, but is not limited to, participation in the  
17 following:

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

20 11.3.2 Training programs developed by or for FaCT;

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

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

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

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



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

6 12. MEETINGS AND TRAININGS:

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

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

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

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

22 13. BUDGET

23 13.1 For each of the five (5) COUNTY fiscal years (July 1 through June  
24 30) included during the term of this Agreement, the maximum annual budget for  
25 services provided pursuant to Exhibit A of this Agreement shall not exceed  
26 \$300,000.

27 13.2 The ADMINISTRATOR and CONTRACTOR may agree, subject to advance  
28 written notice, to add, delete, modify, line item and/or amounts, and/or the

1 number and type of FTE positions, specified in the annual budget included in  
2 Subparagraph 13.9, without reducing the level of services to be provided or  
3 exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this  
4 Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>SALARIES</u>	<u>FTE</u> <sup>(1)</sup>	<u>Hourly Maximum Rate</u> <sup>(2)</sup>	<u>Budget</u>
<u>City of Westminster (City)</u> <sup>(5)</sup>			
Community Engagement Volunteer Coordinator (Svcs. 5.4, 5.14, 6.1.4)	0.50	\$20.00	\$18,720
Family Support Specialist (Eng/Spa)(Svcs. 5.3, 5.14)	0.7375	22.75	28,042
Family Support Specialist (Eng/Viet)(Svcs. 5.3, 5.14)	0.2625	22.75	8,851
FRC Coordinator (Svcs. 5.4, 5.14)	1.00	35.56	72,504
Information Referrals & Specialist (Eng/Spa) (Svc. 5.6)	0.50	15.32	14,477
Information Referrals & Specialist (Eng/Viet) (Svcs. 5.6, 5.14)	0.50	15.32	13,749
OST Youth Leader (Svcs. 5.11, 5.14, 6.2)	0.50	14.97	<u>13,447</u>
SUBTOTAL City SALARIES:			\$169,790
City Benefits (2%) <sup>(3)(4)</sup>			<u>\$3,396</u>
SUBTOTAL City SALARIES AND BENEFITS:			\$173,186
<u>Interval House (IH)</u> <sup>(5)</sup>			
PEP Instructor (Svc. 5.13)	0.30	20.75	<u>\$12,748</u>
SUBTOTAL IH SALARIES:			\$12,748
IH Benefits (20 %) <sup>(3)(4)</sup>			<u>2,677</u>
SUBTOTAL IH SALARIES AND BENEFITS:			\$15,425
<u>Western Youth Services (WYS)</u> <sup>(5)</sup>			

## ATTACHMENT HH

1	Clinical Supervisor (Svc. 5.1)	0.05	34.85	\$3,624
2	CMT Clinical Supervisor (Svc. 5.5)	0.10	34.85	7,248
3	Counselor (Svc. 5.2)	0.60	26.44	32,996
4	Program Director	0.0125	34.85	<u>906</u>
5	SUBTOTAL WYS SALARIES:			\$44,774
6	WYS Benefits (21%) <sup>(3)(4)</sup>			<u>9,403</u>
7	SUBTOTAL WYS SALARIES AND BENEFITS:			\$54,177
8	<u>PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
9	City CEAC			\$1,500
10	City Direct Service Expense			2,000
11	City Emergency Assistance (svc. 6.3)			2,200
12	City Parenting - WSD (Svc. 5.12)			2,000
13	City Health & Education Services (Svc. 5.9)			8,000
14	Abrazar Dental (Svc. 5.7)			5,000
15	Abrazar Emergency Food (Svc. 5.8)			5,000
16	Boy & Girl Club of Westminster STOP Program (Svc. 5.10)			9,000
17	Boys Town CA Parenting Workshops (Svc. 5.12)			6,000
18	IH Direct Service Expense			670
19	WYS Direct Service Expense			<u>75</u>
20	SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES			\$41,445
21	<u>ADMINISTRATIVE SERVICES AND SUPPLIES<sup>(5)</sup></u>			
22	<u>SERVICES</u>			
23	WYS Independent Audit			\$240
24	<u>SUPPLIES</u>			
25	City Program Expense			3,300
26	City Offices Supplies			1,000
27	City Postage			500
28	WYS Office Supplies			<u>75</u>
29	SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:			\$5,115
30	<u>OPERATING EXPENSES<sup>(5)</sup></u>			
31	City Equipment Lease/Rental/Copy Machine			\$1,600
32	City Mileage <sup>(6)</sup>			650
33	City Staff Training			840
34	City Telephone/Internet			1,100
35	WYS Insurance			300

1	WYS Mileage <sup>(6)</sup>	400
2	WYS Staff Training	<u>200</u>
3	SUBTOTAL OPERATING EXPENSES	\$5,090
4	INDIRECT COSTS	
5	WYS Indirect Cost	<u>\$5,562</u>
6	SUBTOTAL INDIRECT COSTS	\$5,562
7	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS	\$300,000
8	<b>MAXIMUM COUNTY OBLIGATION</b>	<b>\$300,000</b>

(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 footnote four (4) below. City's overall benefit rate shall not exceed (2)% of actual salary expense claimed. IH's overall benefit rate shall not exceed (20)% of actual salary expense claimed. WYS' overall benefit rate shall not exceed (21)% of actual salary expense claimed. Abrazar and B&GCW shall not claim any benefits.

(4) An actual expenditure for a vacation/sick time accrual payment, paid to an employee upon separation in accordance with CONTRACTOR's established

1 policy, will be included as an itemized amount on the Salary and Benefit  
 2 Worksheet submitted as part of CONTRACTOR's monthly invoice packet. The  
 3 amount eligible for reimbursement shall be limited to the amount of  
 4 vacation/sick time earned by the employee during the COUNTY fiscal year in  
 5 which the claim is made, minus any vacation/sick time the employee used during  
 6 the same fiscal year. For example, if an employee separates on February 15,  
 7 2016, the vacation/sick time accrual amount eligible for reimbursement through  
 8 the Agreement shall be based upon the period of July 1, 2015 through February  
 9 15, 2016 only.

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

14 <sup>(6)</sup> Mileage is limited to the amount allowed by Internal Revenue Service.

15 14. STAFF

16 14.1 Recruitment Practices:

17 14.1.1 CONTRACTOR shall use a formal recruitment plan, which  
 18 complies with Federal and State employment and labor regulations. CONTRACTOR  
 19 shall hire staff with the education, language skills, and experience necessary  
 20 to appropriately perform all functions as described in this Agreement.

21 14.1.2 The number of direct service bilingual staff shall meet  
 22 the needs of the community to be served.

23 14.1.3 CONTRACTOR may be required to submit employer's bilingual  
 24 certification criteria and/or test results.

25 14.2 CONTRACTOR shall specify the FTE percentage for each service for  
 26 staff that provides more than one service. The combined FTE for any  
 27 individual staff may not exceed a 1.0 maximum.

28 ///

1 CONTRACTOR shall provide the following described staff positions:

2 14.3 Childcare Worker (City):

3 14.3.1 Duties: Provide childcare activities at the FRC to  
4 children of PARTICIPANTS attending FRC services, communicate with FRC  
5 Coordinator and agency supervisor, attend all required meetings and trainings,  
6 and complete required documents.

7 14.3.2 Qualifications: High school diploma or equivalent and  
8 one (1) year of childcare experience, including working with infants. Ability  
9 to deal with stressful situations and be creative and energetic. Proficiency  
10 in English is required and bilingual, based on community language need, is  
11 preferred.

12 14.4 Clinical Supervisor (WYS):

13 14.4.1 Duties: Provide individual and group supervision as  
14 applicable, clinical supervision for counseling services, case consultation to  
15 FRC staff as needed, monitor cases, be available for crisis and clinical  
16 consultation as needed, review documents for clinical content, verify the laws  
17 of confidentiality, and ensure that child and elder/dependent adult abuse  
18 reporting are followed-up on every case consult. Ensure accuracy of paperwork  
19 and data entered into the FaCT-approved database and attend all required  
20 meetings and trainings.

21 14.4.2 Qualifications: Licensed Clinical Social Worker (LCSW),  
22 Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist and a  
23 minimum of two (2) years of clinical supervision experience. Proficiency in  
24 English is required.

25 14.5 Community Engagement Volunteer Coordinator (City):

26 14.5.1 Duties: Assist in advocacy for the expansion of the FRC  
27 CEAC, programs, and activities focusing on issues that affects the health,  
28 well-being, and public safety of residents in the FRC community. Oversee



1 community organizing, volunteer recruitment and training, problem solving, and  
2 developing and implementing an outreach plan. Support the efforts of local  
3 programs to explore donation and service opportunities for the FRC, develop  
4 and promote FRC volunteer project activities, develop and maintain regular  
5 contact with community organizations, coordinate and communicate with FRC  
6 Coordinator, attend all required meetings and trainings, administer FaCT-  
7 approved measurement tools, and enter results into the FaCT database.

8           14.5.2 Qualifications Option One (1): Bachelor's degree in  
9 human services or related field from an accredited university; two (2) years  
10 of experience working with at-risk families and the community, including one  
11 (1) year supervisory experience; knowledge of public and private social  
12 services agencies, community resources, including Federal and State programs;  
13 capable of relating well to individuals from diverse backgrounds, cultures,  
14 varied income, and education levels; and computer competency. Proficiency in  
15 English is required, and bilingual, based on community language need, is  
16 preferred.

17           14.5.3 Qualifications Option Two (2): Five (5) years of  
18 experience working with at-risk families and the community, including one (1)  
19 year supervisory experience; knowledge of public and private social services  
20 agencies, community resources, including Federal and State programs; capable  
21 of relating well to individuals from diverse backgrounds, cultures, varied  
22 income, and education levels; and computer competency. Proficiency in English  
23 is required, and bilingual, based on community language need, is preferred.

24           14.6 Counselor (WYS):

25           14.6.1 Duties: Provide counseling services including  
26 assessment, treatment planning, termination, and documentation. Administer  
27 FaCT-approved pre/post measurement tools and enter results into the FaCT  
28 database.

1           14.6.2 Qualifications: Licensed clinician, or under the  
2 supervision of a licensed clinician or a qualified mental health professional  
3 under clinical supervision including MFT Intern, Academy of Certified Social  
4 Workers with addition of Masters in Social Work Intern or MFT Trainee enrolled  
5 in an accredited graduate program under clinical supervision. Proficiency in  
6 English and bilingual, based on community language need, is required.

7           14.7 Dentist (Abrazar):

8           14.7.1 Duties: Responsible for providing comprehensive dental  
9 examinations and x-rays; diagnosing dental disease; developing and explaining  
10 treatment plans; obtaining informed consent; providing services in  
11 periodontics, restorative, endodontic, prosthodontics, and surgical areas;  
12 referring patients to specialists as needed; providing Dental Education  
13 Program services; providing translation services as appropriate; and  
14 completing required documentation.

15           14.7.2 Qualifications: Licensed California dentist and three  
16 (3) years of experience in providing general dentistry services to children  
17 and adults. Proficiency in English is required and bilingual in Spanish or  
18 Vietnamese is preferred.

19           14.8 Dental Assistant (Abrazar):

20           14.8.1 Duties: Responsible for greeting patients, escorting  
21 patients to treatment room(s), explaining procedures, taking x-rays as  
22 directed by dentist, assisting dentist in chair-side procedures, providing  
23 Dental Education Program services, providing translation services for patients  
24 as needed, and following infection control, sterilization, and safety  
25 procedures.

26           14.8.2 Qualifications: High school diploma or equivalent,  
27 dental assistant certificate or license from an accredited community college,  
28 one (1) year experience working as a dental assistant, and one (1) year of

1 experience working with children, adults, and low income populations.  
2 Proficiency in English is required and bilingual in Spanish or Vietnamese is  
3 preferred.

4 14.9 Family Support Specialist (City):

5 14.9.1 Duties: Assess needs and assist families to access  
6 resources to meet needs, including court ordered families to facilitate family  
7 reunification; case planning; participate in CMT meetings; compile and  
8 maintain records; prepare reports; collect and input data into FaCT database;  
9 and attend all required meetings and trainings.

10 14.9.2 Qualifications Option One (1): Bachelor's degree in  
11 human services or related field from an accredited university, knowledge of  
12 the child welfare system, and two (2) years of experience working directly  
13 with families in crisis and the community. Proficiency in English and  
14 bilingual, based on community language need, is required.

15 14.9.3 Qualifications Option Two (2): A minimum of five (5)  
16 years of experience working with families in crisis and the community, and  
17 knowledge of the child welfare system.

18 14.10 Foster and Adoptive Parent Recruiter (City):

19 14.10.1 Duties: Responsible for promoting, at community  
20 events/workshops and other local community events in collaboration with  
21 ADMINISTRATOR, the need for foster and adoptive resources for children in need  
22 of a permanent home.

23 14.10.2 Qualifications: High school diploma or equivalent, one  
24 (1) year of experience working directly with families in crisis and community,  
25 knowledge of local resources, excellent customer service skills, and computer  
26 competency. Proficiency in English and bilingual, based on community language  
27 need, is required.

28 ///

1           14.11 FRC CMT Clinical Supervisor (WYS):

2                   14.11.1 Duties: Facilitate case management team group process,  
3 ensure thorough assessment and linkages for families to resources, and ensure  
4 team and/or staff members follow up on all mandated reporting requirements.  
5 Responsibilities include, but are not limited to:

6                           14.11.1.1       Verify and track attendance of required  
7 FRC CMT members;

8                           14.11.1.2       Ensure PARTICIPANT confidentiality/release  
9 forms are signed by PARTICIPANT and FRC CMT members;

10                          14.11.1.3       Review the laws of confidentiality and  
11 child, elder/dependent adult abuse reporting on an annual basis and ensure  
12 compliance for each case presented;

13                          14.11.1.4       Ensure all FRC CMT cases conferenced are  
14 multiple needs cases (i.e., not just information and referral);

15                          14.11.1.5       Facilitate weekly review of FRC CMT cases,  
16 including a thorough assessment of needs, treatment plan, and termination;

17                          14.11.1.6       Provide and coordinate ongoing cross-  
18 training to FRC CMT on clinical training needs;

19                          14.11.1.7       Ensure families are invited to the FRC CMT  
20 meetings;

21                          14.11.1.8       Maintain a binder of weekly case logs and  
22 registration forms for each case conferenced at FRC CMT;

23                          14.11.1.9       Complete standardized FRC CMT assessment  
24 tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT  
25 database; and

26                          14.11.1.10      Actively engage new collaborative partners  
27 and/or other COUNTY agency representatives to conference cases that would  
28 benefit families.

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

4           14.12 FRC Coordinator (City):

5           14.12.1 Duties: Perform a variety of administrative functions;  
6     coordinate service providers; supervise FRC staff; oversee day-to-day FRC  
7     operations; compile statistical and financial data for various reports;  
8     facilitate CEAC community involvement; coordinate governance and policy  
9     procedure development; coordinate staff training opportunities; prepare and  
10    monitor program budget; market FRC services; provide outreach; respond to  
11    public inquires on FRC services, procedures, operations, and regulations;  
12    facilitate FRC and staff meetings and ensure completion of meeting minutes;  
13    complete all required documentation; attend all required meetings and  
14    trainings; and perform related duties as assigned.

15           14.12.2 Qualifications Option One (1): Bachelor's degree  
16     (Master's degree preferred) in social work, sociology, psychology, or related  
17     field from an accredited university and two (2) years of experience working  
18     with at-risk families and the community; knowledge of the child welfare  
19     system; capable of relating well to individuals from diverse backgrounds,  
20     cultures, varied income, and education levels; supervisory experience in  
21     management; ability to work successfully in a collaborative environment;  
22     attention to detail; and computer competency. Proficiency in English is  
23     required and bilingual, based on community language need, is preferred.

24           14.12.3 Qualifications Option Two (2): A minimum of five (5)  
25     years of experience working with at-risk families and the community; knowledge  
26     of the child welfare system; capable of relating well to individuals from  
27     diverse backgrounds, cultures, varied income, and education levels;  
28     supervisory experience; ability to work successfully in a collaborative

1 environment: attention to detail; and computer competency. Proficiency in  
2 English is required and bilingual, based on community language need, is  
3 preferred.

4 14.13 Information and Referral Specialist (City) :

5 14.13.1 Duties: Respond to walk-in, call-in, and referred  
6 PARTICIPANTS seeking community resources. Assess PARTICIPANT's immediate  
7 needs; provide linkage to service providers; refer to appropriate resources;  
8 perform outreach to community, business and schools; collect and input data  
9 into FaCT database; promote FRC program services; assist in evaluation of  
10 PARTICIPANT needs; represent FRC at community events, maintain required  
11 documentation; and collect and input data into FaCT database.

12 14.13.2 Qualifications: High school diploma or equivalent, one  
13 (1) year of experience working directly with families in crisis and community,  
14 knowledge of local resources, excellent customer service skills, and computer  
15 competency. Proficiency in English and bilingual, based on community language  
16 need, is required.

17 14.14 Nutritional Aide (Abrazar):

18 14.14.1 Duties: Responsible for overseeing emergency food  
19 program, ordering food, verifying food invoices, stocking warehouse,  
20 completing required documentation, and attending required meetings and  
21 training.

22 14.14.2 Qualifications: High school diploma or equivalent and  
23 one (1) year of experience working with varied age groups. Proficiency in  
24 English is required and bilingual in Spanish is preferred.

25 14.15 Out-of-School-Time Youth Leader (City):

26 14.15.1 Provide supervision and OST activities to children and  
27 youth based on community need, monitor attendance, and ensure the health and  
28 safety of the children is maintained at all times. Coordinate and communicate

1 with FRC Coordinator, attend all required meetings, administer FaCT-approved  
2 measurement tools, and enter results into the FaCT-approved database.

3 14.15.2 Qualifications: High school diploma or equivalent,  
4 twelve (12) units of child development or related course work, and one (1)  
5 year of experience working with children is required. Proficiency in English  
6 is required, and bilingual, based on community language need, is preferred.

7 14.16 Parenting Educator (City/WSD):

8 14.16.1 Duties: Teach parenting education classes, administer  
9 FaCT-approved pre/post measurement tools, and enter the results into the FaCT  
10 Database.

11 14.16.2 Qualifications: Possess twelve (12) units of college  
12 education in child development, psychology, sociology, social work, or related  
13 field; one (1) year of experience working in the human services field; and be  
14 trained and/or certified to provide the CONTRACTOR's chosen evidence-based or  
15 evidenced-informed curriculum. Proficiency in English and bilingual, based on  
16 community language need, is required is required.

17 14.17 Parent Educator (BTC):

18 14.17.1 Duties: Teach Common Sense Parenting classes, administer  
19 FaCT-approved pre/post measurement tools, and enter results into the FaCT  
20 Database.

21 14.17.2 Qualifications: Possess twelve (12) units of college  
22 education in child development, psychology, sociology, social work, or related  
23 field; one (1) year of experience working in the human services field; and be  
24 trained and/or certified to provide the CONTRACTOR's chosen evidence-based or  
25 evidenced-informed curriculum. Proficiency in English and bilingual, based on  
26 community language need, is required is required.

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1 14.18 PEP Instructor (IH):

2 14.18.1 Duties: Provide and instruct PEP educational services,  
3 administer FaCT-approved pre/post measurement tools, and enter results into  
4 the FaCT Database.

5 14.18.2 Qualifications: PEP certified instructor shall possess a  
6 minimum of two (2) years of experience working with domestic violence  
7 families, forty (40) hours of Domestic Violence Prevention training, eight (8)  
8 hours of Child Abuse Prevention and Reporting Training, completion of Personal  
9 Empowerment Program Training, and a valid Domestic Violence Advocate  
10 Certificate is required. Proficiency in English and bilingual, based on  
11 community language need, is required.

12 14.19 TLFR Family Fun Activities Leader (City):

13 14.19.1 Duties: Provide supervision and TLFR Family Fun  
14 Activities to children and youth in the reunification process, monitor  
15 attendance, and ensure the health and safety of the children is maintained at  
16 all times. Coordinate events with FRC Coordinator, attend all required  
17 meetings, administer FaCT-approved measurement tools, and enter results into  
18 the FaCT-approved database.

19 14.19.2 Qualifications: A minimum of twelve (12) units of  
20 college education in child development, education, psychology, sociology,  
21 social work, health, recreation, business, or related field; one (1) year of  
22 experience working with families and/or children; and one (1) year of  
23 experience facilitating groups and/or workshops. Proficiency in English is  
24 required and bilingual, based on community language need, is preferred.

25 14.20 Program Director (WYS):

26 14.20.1 Duties: Responsible for overseeing all WYS services  
27 contracted with FaCT, supervise FaCT contracted staff, complete required  
28 documents, and attend all required meetings.



1           14.20.2 Qualifications: Minimum of two (2) years post licensure;  
2 maintain a current California Licensure as LCSW, MFT, or Psychologist; abide  
3 by ethical standards as set forth by the Board of Behavioral Science (BBS) and  
4 professional association to which Program Director belongs to; experience in  
5 the administration of mental health services with a strong preference for  
6 administering multidisciplinary mental health services; ability to provide  
7 competent and clear direction/leadership to mental health team; experience  
8 working with allied professionals; ability to interface with County and school  
9 district staff; and an extensive working knowledge of clinical standards of  
10 child abuse reporting and program development.

11           14.21 Youth Development Worker (City):

12           14.21.1 Duties: Responsible for establishing School Time Off  
13 Program setting that insures the health and safety of participants;  
14 implementing School Time Off Program activities, coordinating transportation  
15 for participants, providing guidance services, completing required  
16 documentation, and attending required meetings.

17           14.21.2 Qualifications: High school diploma or equivalent, and  
18 one (1) year of experience working with children. Current First Aid and CPR  
19 certification. Proficiency in English is required and bilingual in Spanish or  
20 Vietnamese is preferred.

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