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Exhibit A

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1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

4. DESCRIPTION OF SERVICES, STAFFING

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

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

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

15           5.    LICENSES AND STANDARDS

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

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

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

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

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

14 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

15 6.1 Delegation and Assignment:

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

25 6.2 Subcontracts:

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

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

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

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

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

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

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



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

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

12 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

13 7.1 Form of Business Organization:

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

18 7.1.1 The form of CONTRACTOR's business organization, i.e.,  
19 proprietorship, partnership, corporation, etc.

20 7.1.2 A detailed statement indicating the relationship of  
21 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
22 individual.

23 7.1.3 A detailed statement indicating the relationship of  
24 CONTRACTOR to any subsidiary business organization or to any individual who  
25 may be providing services, supplies, material or equipment to CONTRACTOR or in  
26 any manner does business with CONTRACTOR under this Agreement.

27 ///

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  
24 license 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           ///

1                   7.3.3.3 The type and dollar value of any other  
2 consideration to be paid to the lessor or licensor; and

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

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

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

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: Family Oasis Family Resource Center  
c/o Children's Bureau of Southern California  
50 South Anaheim Blvd., Suite 241  
Anaheim, CA 92805-2900

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

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the

1 State, COUNTY, and their elected and appointed officials, officers, employees,  
2 agents and those special districts and agencies which COUNTY's Board of  
3 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from  
4 any claims, demands or liability of any kind or nature, including but not  
5 limited to personal injury or property damage, arising from or related to the  
6 services, products or other performance provided by CONTRACTOR pursuant to  
7 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a  
8 court of competent jurisdiction because of the concurrent active negligence of  
9 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will  
10 be apportioned as determined by the court. Neither party shall request a jury  
11 apportionment.

12 12. INSURANCE

13 12.1 Prior to the provision of services under this Agreement,  
14 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
15 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
16 endorsements required herein, necessary to satisfy COUNTY that the insurance  
17 provisions of this Agreement have been complied with, and to keep such  
18 insurance coverage and the certificates therefore on deposit with  
19 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall  
20 ensure that all subcontractors performing work on behalf of Contractor  
21 pursuant to this Agreement shall be covered under Contractor's insurance as an  
22 Additional Insured or maintain insurance subject to the same terms and  
23 conditions as set forth herein for Contractor. Contractor shall not allow  
24 subcontractors to work if subcontractors have less than the level of coverage  
25 required by County from Contractor under this Agreement. It is the obligation  
26 of Contractor to provide notice of the insurance requirements to every  
27 subcontractor and to receive proof of insurance prior to allowing any  
28 subcontractor to begin work. Such proof of insurance must be maintained by



1 Contractor through the entirety of this Agreement for inspection by County  
2 representative(s) at any reasonable time.

3 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
4 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
5 to the same terms and conditions as set forth herein for CONTRACTOR.

6 12.3 All self-insured retentions (SIRs) and deductibles shall be  
7 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
8 apply, indicate this on the Certificate of Insurance with a zero (0) by the  
9 appropriate line of coverage. Any SIR or deductible in an amount in excess of  
10 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by  
11 the County Executive Office (CEO)/Office of Risk Management upon review of  
12 CONTRACTOR's current audited financial report.

13 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
14 the full term of this Agreement, COUNTY may terminate this Agreement.

15 12.5 Qualified Insurer:

16 12.5.1 The policy or policies of insurance required herein must  
17 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's  
18 Rating) and VIII (Financial Size Category as determined by the most current  
19 edition of the Best's Key Rating Guide/Property-Casualty/United States or  
20 ambest.com). It is preferred, but not mandatory, that the insurer be licensed  
21 to do business in the state of California (California Admitted Carrier).

22 12.6 If the insurance carrier does not have an A.M. Best Rating of A-  
23 /VIII, the CEO/Office of Risk Management retains the right to approve or  
24 reject a carrier after a review of the company's performance and financial  
25 rating.

26 12.7 The policy or policies of insurance maintained by CONTRACTOR shall  
27 provide the minimum limits and coverage as set forth below:

28 ///

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Children's Bureau of Southern California (CB); Anaheim Family Young Men's Christian Association (AF YMCA) Interval House (IH); and Western Youth Services (WYS)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	CB, YMCA, IH, and WYS
Workers' Compensation	Statutory	CB, YMCA, IH, and WYS
Employer's Liability Insurance	\$1,000,000 per occurrence	CB, YMCA, IH, and WYS
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	CB, IH, and WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	CB, YMCA, IH, and WYS

12.8 Required Coverage Forms:

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

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

12.9 Required Endorsements:

///

1           12.9.1 Commercial General Liability policy shall contain the  
2 following endorsements, which shall accompany the Certificate of Insurance:

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

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

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

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

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

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

26          12.14 Insurance certificates should be mailed to COUNTY at the address  
27 indicated in Paragraph 9 of this Agreement.

28        ///

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.

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

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

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

10 14. CONFLICT OF INTEREST

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

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

21 15. ANTI-PROSELYTISM PROVISION

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

26 16. SUPPLANTING GOVERNMENT FUNDS

27 CONTRACTOR shall not supplant any Federal, State or COUNTY funds  
28 intended for the purposes of this Agreement with any funds made available

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

8 17. EQUIPMENT

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

18 CONTRACTOR further agrees to the following:

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

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

26 17.1.3 To report in writing to ADMINISTRATOR immediately after  
27 discovery, the loss or theft of any items of Capital Equipment. For stolen  
28 ///

1 items, the local law enforcement agency must be contacted and a copy of the  
2 police report submitted to ADMINISTRATOR.

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

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

16 17.3 Personal Computer Equipment:

17 No personal computers and/or personal electronic devices, such as  
18 tablets, smart phones, and laptop computers, or any component thereof, may be  
19 purchased with funds provided under this Agreement, regardless of purchase  
20 price, without prior written approval of ADMINISTRATOR. Any such purchase  
21 shall be in accordance with specifications provided by ADMINISTRATOR, be  
22 subject to the same inventory control conditions specified in Subparagraphs  
23 17.1.1 to 17.1.4 and, at the sole discretion of ADMINISTRATOR, become the  
24 property of COUNTY upon termination of this Agreement.

25 18. BREACH SANCTIONS

26 Failure by CONTRACTOR to comply with any of the provisions, covenants,  
27 or conditions of this Agreement shall be a material breach of this Agreement.  
28 In such event, ADMINISTRATOR may, and in addition to immediate termination and

1 any other remedies available at law, in equity, or otherwise specified in this  
2 Agreement:

3 18.1 Afford CONTRACTOR a time period within which to cure the breach,  
4 which period shall be established by ADMINISTRATOR; and/or

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

8 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
9 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

12 19. DESIGNATED LEAD AGENCY

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

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

3           19.2.1 Oversight of FRC services;

4           19.2.2 Employment and supervision of the FRC Coordinator;

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

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

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

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

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

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

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

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

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

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

27           ///

28           ///

1           19.2.13 Ensuring all Non-FaCT Funded Partner Agency(ies) have a  
2 current agreement with the FRC and provide copies of agreements to COUNTY upon  
3 request;

4           19.2.14 Facilitating collaborative activities, services, and  
5 programs to ensure effective service delivery;

6           19.2.15 Maintaining complete and accurate records of all  
7 financial and outcome measurement data for the FRC;

8           19.2.16 Attending required FaCT meetings and mandatory trainings;  
9 and

10          19.2.17 Maintaining the integrity of the FaCT database and other  
11 reports as necessary.

## 12   20.   PAYMENTS

### 13       20.1   Maximum Contractual Obligation:

14           The maximum obligation of COUNTY under this Agreement shall not  
15 exceed the amount of \$1,500,000: The amount of \$300,000 for July 1, 2015  
16 through June 30, 2016; the amount of \$300,000 for July 1, 2016 through June  
17 30, 2017; the amount of \$300,000 for July 1, 2017 through June 30, 2018; the  
18 amount of \$300,000 for July 1, 2018 through June 30, 2019; and the amount of  
19 \$300,000 for July 1, 2019 through June 30, 2020 or actual allowable costs,  
20 whichever is less.

### 21       20.2   Allowable Costs:

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

1           20.3 Claims:

2           20.3.1 CONTRACTOR shall submit monthly claims to be received by  
3 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
4 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
5 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
6 claim the next business day. COUNTY holidays include New Year's Day, Martin  
7 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
8 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
9 Friday after Thanksgiving, and Christmas Day.

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

19           20.3.3 Payments should be released by COUNTY within a reasonable  
20 time period of approximately thirty (30) days after receipt of a correctly  
21 completed claim form and required supporting documentation.

22           20.3.4 Year End and Final Claims:

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

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

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

12 21. OVERPAYMENTS

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

26 22. OUTSTANDING DEBT

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

4 23. FINAL REPORT

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

10 24. INDEPENDENT AUDIT

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

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

1           25.    RECORDS, INSPECTIONS AND AUDITS

2                25.1   Financial Records:

3                   25.1.1   CONTRACTOR shall prepare and maintain accurate and  
4 complete financial records. Financial records shall be retained, by  
5 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
6 under this Agreement or until all pending COUNTY, State and Federal audits are  
7 completed, whichever is later.

8                   25.1.2   CONTRACTOR shall establish and maintain reasonable  
9 accounting, internal control and financial reporting standards in conformity  
10 with generally accepted accounting principles established by the American  
11 Institute of Certified Public Accountants and to the satisfaction of  
12 ADMINISTRATOR.

13                25.2   Client Records:

14                   25.2.1   CONTRACTOR shall prepare and maintain accurate and  
15 complete records of clients served and dates and type of services provided  
16 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

17                   25.2.2   All client records related to services provided under the  
18 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
19 (5) years from the date of final payment under this Agreement or until all  
20 pending COUNTY, State and Federal audits are completed, whichever is later.  
21 Notwithstanding anything to the contrary, upon termination of this Agreement,  
22 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
23 in accordance with Subparagraph 43.2.

24                   25.2.3   COUNTY may refuse payment for a claim if client records  
25 are determined by COUNTY to be incomplete or inaccurate. In the event client  
26 records are determined to be incomplete or inaccurate after payment has been  
27 made, COUNTY may treat such payment as an overpayment within the provisions of  
28 this Agreement.

1           25.3 Public Records:

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

7           25.4 Inspections and Audits:

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

18           25.4.2 CONTRACTOR shall make its books and financial records  
19 available within the borders of Orange County within ten (10) days of receipt  
20 of written demand by ADMINISTRATOR.

21           25.4.3 In the event CONTRACTOR does not make its books and  
22 financial records available within the borders of Orange County, CONTRACTOR  
23 agrees to pay all necessary and reasonable expenses incurred by COUNTY, or  
24 COUNTY's designee, necessary to obtain CONTRACTOR's books and financial  
25 records.

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

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

3 25.5 Evaluation Studies:

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

8 26. PERSONNEL DISCLOSURE

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

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

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

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

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

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



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

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

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

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

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

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

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

9       27.   EMPLOYMENT ELIGIBILITY VERIFICATION

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

27       28.   ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

28       ///

1           28.1 In order to comply with child support enforcement requirements of  
2 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days  
3 of the award of this Agreement:

4           (a) in the case of an individual contractor, his/her name, date of  
5 birth, Social Security number, and residence address;

6           (b) in the case of a contractor doing business in a form other than as  
7 an individual, the name, date of birth, Social Security number,  
8 and residence address of each individual who owns an interest of  
9 ten percent (10%) or more in the contracting entity;

10          (c) a certification that CONTRACTOR has fully complied with all  
11 applicable Federal and State reporting requirements regarding its  
12 employees; and

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

16           28.2 The failure of CONTRACTOR to timely submit the data or  
17 certifications required by subsections (a), (b), (c), or (d), or to comply  
18 with all Federal and State employee reporting requirements for child support  
19 enforcement or to comply with all lawfully served Wage and Earnings Assignment  
20 Orders and Notices of Assignment shall constitute a material breach of this  
21 Agreement, and failure to cure such breach within sixty (60) calendar days of  
22 notice from COUNTY shall constitute grounds for termination of this Agreement.

23           28.3 It is expressly understood that this data will be transmitted to  
24 governmental agencies charged with the establishment and enforcement of child  
25 support orders, and for no other purpose.

26           29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

27           CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to  
28 ensure that all employees, volunteers, consultants, or agents performing

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

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

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

16 31. CONFIDENTIALITY

17 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
18 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
19 and all other provisions of law, and regulations promulgated thereunder  
20 relating to privacy and confidentiality, as each may now exist or be hereafter  
21 amended.

22 31.2 All records and information concerning any and all persons  
23 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
24 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
25 volunteers. CONTRACTOR shall require all of its employees, agents,  
26 subcontractors and volunteer staff who may provide services for CONTRACTOR  
27 under this Agreement to sign an agreement with CONTRACTOR before commencing  
28 the provision of any such services, to maintain the confidentiality of any and

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

10 31.3 CONTRACTOR shall inform all of its employees, agents,  
11 subcontractors, volunteers and partners of this provision and that any person  
12 violating the provisions of said State law may be guilty of a crime.

13 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
14 be subject to the confidentiality requirements of this Agreement.

15 31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
16 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
17 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
18 regarding Confidentiality, as it now exists or may hereafter be amended.

19 31.5.1 No access, disclosure or release of information regarding  
20 a child who is the subject of Juvenile Court proceedings shall be permitted  
21 except as authorized. If authorization is in doubt, no such information shall  
22 be released without the written approval of a Judge of the Juvenile Court.

23 31.5.2 CONTRACTOR must receive prior written approval of the  
24 Juvenile Court before allowing any child to be interviewed, photographed or  
25 recorded by any publication or organization or to appear on any radio,  
26 television or internet broadcast or make any other public appearance. Such  
27 approval shall be requested through child's Social Worker.

28 32. COPYRIGHT ACCESS

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

5           33. WAIVER

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

14           34. PETTY CASH

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

17           35. PUBLICITY

18           35.1 Information and solicitations, prepared and released by  
19 CONTRACTOR, concerning the services provided under this Agreement shall state  
20 that the program, wholly or in part, is funded through COUNTY, State and  
21 Federal government funds.

22           35.2 CONTRACTOR shall not disclose any details in connection with this  
23 Agreement to any person or entity except as may be otherwise provided  
24 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
25 identify its services and related clients to sustain itself, COUNTY shall not  
26 inhibit CONTRACTOR from publishing its role under this Agreement within the  
27 following conditions:

28           ///

1                   35.2.1 CONTRACTOR shall develop all publicity material in a  
2 professional manner; and

3                   35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
4 and shall not authorize another to, publish or disseminate any commercial  
5 advertisements, press releases, feature articles, or other materials using the  
6 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
7 unreasonably withhold written consent.

8   36.   COUNTY RESPONSIBILITIES

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

11   37.   REFERRALS

12                   37.1 CONTRACTOR shall provide services to individuals referred by  
13 ADMINISTRATOR.

14   38.   REPORTS

15                   38.1 CONTRACTOR shall provide information deemed necessary by  
16 ADMINISTRATOR to complete any State-required reports related to the services  
17 provided under this Agreement.

18                   38.2 CONTRACTOR shall maintain records and submit reports containing  
19 such data and information regarding the performance of CONTRACTOR's services,  
20 costs or other data relating to this Agreement, as may be requested by  
21 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
22 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

23   39.   ENERGY EFFICIENCY STANDARDS

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

27   40.   ENVIRONMENTAL PROTECTION STANDARDS

28   ///

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

7 40.1 No facility to be utilized in the performance of the proposed  
8 grant has been listed on the EPA List of Violating Facilities;

9 40.2 It will notify COUNTY prior to award of the receipt of any  
10 communication from the Director, Office of Federal Activities, U.S. EPA,  
11 indicating that a facility to be utilized for the grant is under consideration  
12 to be listed on the EPA List of Violating Facilities; and

13 40.3 It will notify COUNTY and EPA about any known violation of the  
14 above laws and regulations.

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

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

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



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

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

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

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

23           C.     Submission of this certification and disclosure is a  
24 prerequisite for making or entering into this Agreement imposed by Section  
25 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
26 this provision or who fails to file or amend the disclosure form to be filed  
27 or amended by this provision, shall be subject to a civil penalty of not less  
28 than \$10,000, and not more than \$100,000, for each such failure.

1 42. POLITICAL ACTIVITY

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

5 43. TERMINATION PROVISIONS

6 43.1 ADMINISTRATOR may terminate this Agreement without penalty  
7 immediately with cause or after thirty (30) days written notice without cause,  
8 unless otherwise specified. Notice shall be deemed served on the date of  
9 mailing. Cause shall be defined as any breach of contract, any  
10 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
11 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
12 all further obligations under this Agreement.

13 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
14 cooperate with ADMINISTRATOR in the orderly transfer of service  
15 responsibilities, active case records, and pertinent documents.

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

27 43.4 If any provision of this Agreement or the application thereof is  
28 held invalid, the remainder of this Agreement shall not be affected thereby.

1 44. GOVERNING LAW AND VENUE

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

11 45. SIGNATURE IN COUNTERPARTS

12 The parties agree that separate copies of this Agreement may be signed  
13 by each of the parties, and this Agreement will have the same force and effect  
14 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 \_\_\_\_\_  
LYN BRAMMER  
DIRECTOR OF COMMUNITY SERVICES  
CHILDREN'S BUREAU OF SOUTHERN  
CALIFORNIA

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

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

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

By: \_\_\_\_\_  
RICHARD GOOD  
CHIEF EXECUTIVE OFFICER  
ANAHEIM FAMILY YOUNG MEN'S  
CHRISTIAN ASSOCIATION

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

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

ATTEST:

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

By: \_\_\_\_\_  
CAROL WILLIAMS  
EXECUTIVE DIRECTOR  
INTERVAL HOUSE

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

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

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

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

By Ann Hoo  
DEPUTY

Dated: 5/4/15

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

1 EXHIBIT A  
 2 TO  
 3 AGREEMENT  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 CHILDREN’S BUREAU OF SOUTHERN CALIFORNIA  
 8 AND  
 9 ANAHEIM FAMILY YOUNG MEN’S CHRISTIAN ASSOCIATION  
 10 AND  
 11 INTERVAL HOUSE  
 12 AND  
 13 WESTERN YOUTH SERVICES  
 14 FOR THE PROVISION OF  
 15 SERVICES PROMOTING SAFE AND STABLE FAMILIES

16  
 17 1. POPULATION TO BE SERVED

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

1 (active or veteran), and persons with disabilities. The population to be  
2 served as defined in this Paragraph shall hereinafter be referred to as  
3 "PARTICIPANTS" or "FAMILIES."

4 1.2 CONTRACTOR shall provide Family Resource Center (FRC) services  
5 primarily to those PARTICIPANTS residing in the city of Anaheim and  
6 surrounding communities.

7 2. PSSF AND CBCAP FUNDING REQUIREMENTS

8 2.1 CONTRACTOR shall provide services/activities, as described in  
9 Paragraph 5 below, to address one (1) or more of the seven (7) Promoting Safe  
10 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,  
11 and addressing all four (4) of the PSSF service categories defined in  
12 Subparagraphs 2.3.1 through 2.3.4, below.

13 2.2 PSSF Outcomes: Services must meet a minimum of one (1) of the  
14 following PSSF outcomes:

15 2.2.1 Children are, first and foremost, protected from abuse  
16 and neglect.

17 2.2.2 Children are safely maintained in their own homes  
18 whenever possible and appropriate.

19 2.2.3 Children have permanency and stability in their living  
20 situations.

21 2.2.4 The continuity of family relationships and connections is  
22 preserved for children.

23 2.2.5 Families have enhanced capacity to provide for their  
24 children's needs.

25 2.2.6 Children receive appropriate services to meet educational  
26 needs.

27 2.2.7 Children receive adequate services to meet physical and  
28 mental health needs.

1           2.3    The four (4) PSSF service categories are as follows:

2                   2.3.1    Family Preservation: Family Preservation (FP) services  
3 typically are designed to help families alleviate crises that might lead to  
4 out-of-home placement of children; maintain the safety of children in their  
5 own homes; and assist families in obtaining services and other supports  
6 necessary to address their multiple needs in a culturally responsive manner.

7                   2.3.2    Family Support: Family Support services are primarily  
8 community-based preventive activities designed to alleviate stress and promote  
9 parental competencies and behaviors that will increase the ability of families  
10 to successfully nurture their children; enable families to use other resources  
11 and opportunities available in the community; and create supportive networks  
12 to enhance child-rearing abilities of parents and help compensate for the  
13 increased social isolation and vulnerability of families.

14                   2.3.3    Time-Limited Family Reunification: Time-Limited Family  
15 Reunification (TLFR) are services and activities provided to a child who is  
16 removed from the child's home and placed in a foster family home or a  
17 childcare institution. These services are also for the parents or primary  
18 caregiver for the child, in order to facilitate the reunification of the child  
19 safely and appropriately during the court ordered family reunification period.  
20 TLFR services include individual, group, and family counseling; inpatient,  
21 residential, or outpatient substance abuse treatment services; mental health  
22 services; assistance to address domestic violence; temporary childcare and  
23 therapeutic services for families, including crisis nurseries; and  
24 transportation to and from any of the above services.

25                   2.3.4    Adoption Promotion and Support: Adoption Promotion and  
26 Support (APS) services are designed to encourage more adoptions out of the  
27 foster care system, when adoptions promote the best interest of children, and  
28 ///

1 include such activities as pre- and post-adoptive services designed to  
2 expedite the adoption process and support adoptive families.

3 2.4 Unless specified otherwise, the services described below in  
4 Subparagraphs 5.1 through 5.11 addresses each of the four (4) PSSF categories  
5 described above in Subparagraphs 2.3.1 through 2.3.4.

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

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

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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 PARTICIPANTS. 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 AND CHARACTERISTICS

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

2 4.1 Maintain a community facility that offers multiple programs  
3 including, but not limited to the following core services: a case management  
4 team, counseling, family support services, parenting education, domestic  
5 violence prevention and treatment (Personal Empowerment Program), out-of-  
6 school-time youth program, TLFR family fun activities, foster/adoptive parent  
7 recruitment, and information and referral services in support of achieving  
8 FaCT goals.

9 4.2 Operate as a collaborative that includes Contractor Partner  
10 Agencies, which are Fact-funded and a minimum of two (2) Non-FaCT Funded  
11 Partner Agency(ies) who are providing onsite services at the FRC.

12 4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of  
13 understanding or agreement specifying their commitment to provide services  
14 throughout the term of this Agreement.

15 4.4 Designate CB to function as both the designated lead agency and  
16 the program management lead agency. The fiscal and program management  
17 responsibilities shall include those referenced in Paragraph 19 of this  
18 Agreement.

19 4.5 Provide bilingual staff responsible for direct services that are  
20 language appropriate.

21 4.6 Provide services that are culturally responsive to the needs of  
22 the community to be served.

23 4.7 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network  
24 Administrative Services (FNAS) provider, by attending required meetings,  
25 trainings, completing data entry into FaCT database system, and engaging with  
26 the FaCT Network in activities related to the FaCT mission and vision.

27 4.8 Provide all services at the FRC. Services may also be offered in-  
28 home, at schools, and other community locations as needed and as mutually

1 agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required  
2 for all Clinical Supervision, Family Support Services, Counseling, and Case  
3 Management Team services.

4 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT  
5 Funded Partner Agency(ies) to ensure participants complete FaCT required  
6 registration, consent, sign-in forms, satisfaction surveys, and/or complete  
7 assessment tools referenced in Subparagraph 8.4 of this Exhibit when receiving  
8 services requiring an assessment.

9 4.10 Collaborate with COUNTY staff and COUNTY'S contracted Differential  
10 Response (DR) and Family Stabilization (FS) services staff who provide  
11 services to SSA clients.

12 5. SERVICES

13 Throughout this Exhibit, the Contractor Partner Agencies shall  
14 hereinafter be referred to as: Children's Bureau of Southern California (CB),  
15 Anaheim Family Young Men's Christian Association (YMCA), Interval House (IH),  
16 and Western Youth Services (WYS).

17 5.1 Clinical Supervision (WYS):

18 5.1.1 WYS shall provide Clinical Supervision services to ensure  
19 the quality of counseling services provided at the FRC.

20 5.1.2 Clinical Supervision services shall include, but are not  
21 limited to: individual and group clinical supervision for counselor(s) at the  
22 FRC, recruitment and supervision of Master's level counseling interns, case  
23 consultation, verification of laws of confidentiality, and ensuring that child  
24 and elder/dependent adult abuse reporting requirements are followed.

25 5.1.3 Clinical Supervision services shall be provided for a  
26 minimum of one hundred and four (104) hours annually and shall be based on the  
27 CONTRACTOR's counseling agency supervision requirements.

28 ///

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

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

5           5.2    Counseling Services (WYS):

6           5.2.1    The objectives of Counseling Services are as follows:

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

10                   5.2.1.2    Increase participant's coping skills in  
11 dealing 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.

17                   5.2.1.6    Improve individual and family functioning.

18           5.2.2    WYS shall provide Crisis, Group, and Individual  
19 Counseling services for a minimum of one hundred and twenty-five (125)  
20 unduplicated PARTICIPANTS annually. Counseling services shall include, but  
21 are not limited to; providing emotional support; stabilizing immediate crisis;  
22 and developing goals for PARTICIPANTS who are experiencing a crisis due to  
23 interpersonal conflicts, family crisis, difficult parenting issues,  
24 challenging child needs, and/or traumatic loss. Counseling services shall  
25 address parenting issues; cycle of abuse; victimization; enhance family  
26 dynamics; and make appropriate linkages to all needed treatment programs and  
27 social support systems. Evidence-based treatment model to be used include  
28 Trauma Focused Cognitive Behavior Therapy (TF CBT), Motivational Interviewing

1 (MI), or other evidence-based or evidence-informed treatment models. The  
2 Counselor/Clinician and/or designee, as approved by ADMINISTRATOR, shall  
3 attend the FRC's Case Management Team meetings.

4 5.2.3 WYS shall provide Crisis, Group, and Individual  
5 Counseling services continuously throughout the term of this Agreement by  
6 appointment during FRC operating hours. WYS may also schedule evening hours  
7 at the request of PARTICIPANTS.

8 5.2.4 WYS shall provide Crisis Counseling services to a minimum  
9 of fifteen (15) individuals annually. WYS shall offer a minimum of one (1)  
10 and not exceed four (4) Crisis Counseling sessions per PARTICIPANT. Crisis  
11 Counseling sessions shall be a minimum of fifty (50) minutes in duration, or  
12 as clinically indicated by the clinician, and offered to PARTICIPANTS on a  
13 weekly basis.

14 5.2.5 WYS shall provide Group Counseling services to a minimum  
15 of ninety (90) individuals annually. WYS shall offer a minimum of eight (8)  
16 Group Counseling series annually. Each series shall consist of six (6) weekly  
17 sessions. Group Counseling sessions shall be a minimum of sixty (60) minutes  
18 in duration and offered to PARTICIPANTS on a weekly basis.

19 5.2.6 WYS shall provide Individual Counseling services to a  
20 minimum of twenty (20) individuals annually. WYS shall offer a minimum of  
21 four (4) and not exceed twenty (20) Individual Counseling sessions per  
22 PARTICIPANT. Individual Counseling sessions shall be a minimum of fifty (50)  
23 minutes in duration and offered to PARTICIPANTS on a weekly basis.

24 5.2.7 WYS shall provide qualified, bilingual licensed or  
25 license-eligible Counselor staff, as specified in Subparagraph 14.6 of this  
26 Exhibit.

27 5.3 Family Support Services (CB):

28 ///

1                   5.3.1    The objectives of Family Support Services are as follows:

2                               5.3.1.1    Increase families' follow-through with service  
3 providers.

4                               5.3.1.2    Increase access to resources.

5                               5.3.1.3    Increase effective coordination of services  
6 among providers.

7                               5.3.1.4    Assist in accessing resources so families may  
8 achieve economic self-sufficiency.

9                   5.3.2    CB shall provide Family Support services for a minimum of  
10 one hundred and ten (110) unduplicated FAMILIES annually. Family Support  
11 services are those services employing a case manager (e.g., Family Support  
12 Specialist) responsible for assessing the strengths and meeting the multiple  
13 needs of a PARTICIPANT and family; arranging, coordinating, monitoring,  
14 evaluating, and advocating for multiple services for families. The primary  
15 goal of case management shall be to link PARTICIPANTS with multiple needs to  
16 resources, services, and opportunities. The Family Support Specialist shall  
17 also teach and empower PARTICIPANTS to access community resources, strengthen  
18 problem solving skills, and refer PARTICIPANTS to resources and opportunities.

19                   5.3.3    CB shall provide Family Support Services continuously  
20 throughout the term of this Agreement during FRC operating hours or at dates  
21 and times convenient for PARTICIPANTS. CB shall provide Family Support  
22 Services for a minimum of thirty (30) days for each PARTICIPANT.

23                   5.3.4    CB shall primarily provide Family Support Services in  
24 family's home, at the FRC, or at other community locations as needed with  
25 advance written approval by ADMINISTRATOR.

26                   5.3.5    CB shall provide qualified, bilingual Family Support  
27 Specialist staff as specified in Subparagraph 14.7 of this Exhibit.

28                   5.4    Foster and Adoptive Parent Recruitment (CB):

1           5.4.1 The objective of Foster and Adoptive Parent Recruitment  
2 services is to increase foster/adoptive awareness to prospective caregivers.

3           5.4.2 CB shall help promote, in collaboration with  
4 ADMINISTRATOR, the need for foster and adoptive resources for children in need  
5 of a permanent home. Promotional activities may include, but are not limited  
6 to: displaying media or printed material at the FRC, promotion at community  
7 events/workshops, and distribution of flyers and other marketing materials to  
8 local community residents.

9           5.4.3 CB shall distribute Foster and Adoptive Parent  
10 Recruitment flyers to a minimum of five hundred (500) unduplicated  
11 PARTICIPANTS annually.

12           5.4.4 Foster and Adoptive Parent Recruitment services shall be  
13 offered continuously throughout the term of this Agreement during FRC hours.  
14 Foster and Adoptive Parent Recruitment shall be offered at the FRC and other  
15 community locations as needed and approved by ADMINISTRATOR.

16           5.4.5 CB's Foster and Adoptive Parent Recruitment Services  
17 shall address only the following PSSF service category: APS

18           5.4.6 CB shall provide qualified Foster and Adoptive Parent  
19 Recruiter staff (e.g., Family Support Specialist) as specified in Subparagraph  
20 14.8 of this Exhibit.

21           5.5 FRC Case Management Team (WYS):

22           5.5.1 The objectives of FRC Case Management Team (CMT) services  
23 are as follows:

24                   5.5.1.1 Increase collaboration among Contractor Partner  
25 Agencies to effectively coordinate services.

26                   5.5.1.2 Improve resource linkages.

27                   5.5.1.3 Improve individual and family functioning.

28                   5.5.1.4 Decrease duplication of services.

1                   5.5.1.5 Build the capacity of communities and FRC to  
2 address the needs of children and families.

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

17                   5.5.3 WYS, in coordination with Contractor Partner Agencies,  
18 shall provide FRC CMT services for a minimum of seventy-five (75) unduplicated  
19 FAMILIES annually. FRC CMT services shall include, are but not limited to,  
20 the following components:

21                   5.5.3.1 Assessment: The FRC CMT Clinical Supervisor  
22 shall complete an assessment of PARTICIPANTS' strengths and needs, and  
23 community resources available to PARTICIPANT.

24                   5.5.3.2 Individualized Treatment Plan: On the basis of  
25 the assessment in 5.5.3.1 the FRC Coordinator, and FRC CMT shall develop an  
26 individualized treatment plan with the PARTICIPANT that identifies priorities,  
27 desired outcomes, the strategies and resources to be used in attaining the  
28 outcomes, follow up, and termination.



1                   5.5.3.3 Reassessment: The FRC CMT Clinical Supervisor  
2 shall reassess the PARTICIPANT's status, with input from Contractor Partner  
3 Agencies, in a weekly clinical review of cases. FRC CMT meetings shall  
4 provide weekly evaluations and assessment for PARTICIPANTS.

5                   5.5.3.4 Termination: The FRC CMT Clinical Supervisor  
6 shall terminate the case from FRC CMT when the desired outcomes have been  
7 attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

8                   5.5.4 WYS shall provide FRC CMT services on a weekly basis for  
9 a minimum of one (1) hour in duration, during FRC operating hours,  
10 continuously throughout the term of this Agreement. FRC CMT meetings shall be  
11 scheduled a minimum of one (1) day per week for a minimum of one (1) hour in  
12 duration. FRC CMT Clinical Supervisor shall facilitate FRC CMT meetings.

13                   5.5.5 WYS shall measure progress by ensuring PARTICIPANTS  
14 complete the required forms referenced in Subparagraph 4.9 and also the FRC  
15 CMT Tracking and Outcomes Log specified in Subparagraph 8.4

16                   5.5.6 WYS shall provide qualified FRC CMT Clinical Supervisor  
17 staff to facilitate FRC CMT meetings as specified in Subparagraph 14.9 of this  
18 Exhibit.

19                   5.6 Information and Referral Services (WYS):

20                   5.6.1 The objective of Information and Referral Services is to  
21 increase access to community resources for families in need.

22                   5.6.2 WYS shall provide Information and Referral Services for a  
23 minimum of one thousand (1,000) unduplicated PARTICIPANTS annually.  
24 Information and Referral Services shall include an assessment of need and  
25 referral to services including but not limited to the following: emergency  
26 housing, emergency food, family counseling, childcare, substance abuse  
27 counseling and treatment, parenting training, utility assistance, health and  
28 mental health treatment, education and job training, legal aid, youth academic

1 and recreation services, and other services based on needs. The FRC shall be  
2 required to partner with other County and local community resource services  
3 agencies by receiving and referring clients, which may include, but are not  
4 limited to local school districts and Community Engagement Advisory Committee  
5 (CEAC).

6 5.6.3 WYS shall provide Information and Referral Services  
7 continuously throughout the term of this Agreement. Information and Referral  
8 Specialist shall be stationed at the FRC reception area as the first point of  
9 contact for walk-in and telephone/email inquiries during FRC operating hours.

10 5.6.4 WYS shall provide qualified, bilingual Information and  
11 Referral, staff as specified in Subparagraph 14.11 of this Exhibit.

12 5.7 Other Services - Life Skills Workshops (CB):

13 5.7.1 The objectives for Life Skills Workshops are as follows:

14 5.7.1.1 Improve self-esteem.

15 5.7.1.2 Increase coping skills.

16 5.7.1.3 Improve family bonding.

17 5.7.2 CB shall provide Life Skills Workshops services for a  
18 minimum of fifteen (15) unduplicated PARTICIPANTS annually. Life Skills  
19 Workshops topics shall include, but are not limited to, the following: self-  
20 esteem and character building, increasing coping skills and family coherence,  
21 family building and bonding, children and teen issues facing our youth, stress  
22 management, and impact of family trauma, child abuse and/or domestic violence.

23 5.7.3 CB shall provide a minimum of two (2) Life Skills  
24 Workshops annually during the term of this Agreement. Each workshop shall be  
25 a minimum of ninety (90) minutes in duration. CB shall offer Life Skills  
26 Workshops from during FRC hours of operation at dates and times convenient for  
27 PARTICIPANTS. CB may offer services at additional hours and days based on  
28 PARTICIPANT availability.

1           5.7.4     CB shall provide Life Skills consultant staff who is able  
2 to address specific Life Skills Workshops topic areas. Life Skills Workshops  
3 topics shall be approved in advance and in writing by ADMINISTRATOR.

4           5.8     Out-of-School-Time Youth Program (YMCA):

5           5.8.1     The objectives of Out-of-School Time Youth Program are as  
6 follows:

7                     5.8.1.1 Increase social connection amongst peers.

8                     5.8.1.2 Provide a safe place for school-aged children.

9                     5.8.1.3 Increase enrichment opportunities to enhance  
10 academic achievement and healthy social behavior.

11           5.8.2     YMCA shall provide Out-of-School-Time Youth Program  
12 services for a minimum of forty (40) unduplicated PARTICIPANTS annually. Out-  
13 of-School-Time Youth Program will provide PARTICIPANTS with a safe and  
14 nurturing place during after school and non-school hours. YMCA shall utilize  
15 the Anaheim Achieves afterschool model to provide opportunities to  
16 PARTICIPANTS in research-based youth development activities that  
17 utilize/integrate community strengths and develop internal interests such as  
18 special interest clubs, service learning projects, and fitness activities.  
19 Out-of-School-Time Youth Program shall offer speakers, special presentations,  
20 and performances by volunteers. Activities may include, but are not limited  
21 to: Anaheim Achieves Annual Showcase, exhibits by community organizations,  
22 Annual Kids Challenge (academic decathlon), and Annual Anaheim Achieves Film  
23 Festival.

24           5.8.3     YMCA shall provide qualified Out-of-School-Time Youth  
25 Leader staff as specified in Subparagraph 14.12 of this Exhibit.

26           5.9     Parenting Education (WYS):

27           5.9.1     The objectives for Parent Education are as follows:

28                     5.9.1.1 Increase social support.

1 5.9.1.2 Enhance coping skills.

2 5.9.1.3 Improve knowledge of child development.

3 5.9.1.4 Improve knowledge of appropriate and effective  
4 discipline.

5 5.9.2 WYS shall provide Parenting Education services for a  
6 minimum of sixty (60) unduplicated PARTICIPANTS annually. Parenting Education  
7 services shall utilize Love and Logic and Systematic Training for Effective  
8 Parenting evidence-based model to address responsibilities of being a parent,  
9 provide psychologically-based behavioral principles, the importance of  
10 appropriate discipline and support, teaching appropriate self-control and  
11 emotional regulation, importance of attachment and bonding from an early age,  
12 difficulties inherent in co-parenting, teaching child development, open and  
13 honest communication, praise and acknowledgement, and disrupting the cycle of  
14 inappropriate parenting, and replacing with healthier and supportive  
15 parenting.

16 5.9.3 WYS shall provide a minimum of six (6) Parenting  
17 Education series comprised of six (6) weekly sessions. Each session shall be  
18 a minimum of one (1) hour in duration and have a minimum of ten (10)  
19 PARTICIPANTS.

20 5.9.4 WYS shall provide Parenting Education continuously during  
21 the term of this Agreement or at dates and times convenient for PARTICIPANTS.

22 5.9.5 WYS shall ensure completion of required paperwork when  
23 providing parenting education to PARTICIPANTS receiving child welfare  
24 services, including, but not limited to, verification of attendance, issuance  
25 of certificates of completion, and verbal and/or written reports to COUNTY  
26 Social Workers.

27 5.9.6 WYS shall provide qualified bilingual Parenting Educator  
28 staff as specified in Subparagraph 14.13 of this Exhibit.

1           5.10 Personal Empowerment Program (Certified Domestic Violence  
2 Prevention and Treatment Education Program) - General and Time-Limited Family  
3 Reunification Participants (IH):

4           5.10.1 The objectives of Personal Empowerment Program (PEP) are  
5 as follows:

6                   5.10.1.1 Increase victim's awareness of the threat of  
7 domestic violence and its short/long term effects.

8                   5.10.1.2 Develop or enhance safety plan for domestic  
9 violence victims.

10                  5.10.1.3 Increase victim's understanding of the  
11 effects domestic violence has on children.

12                  5.10.1.4 Increase victim's awareness on the various  
13 types of abuse.

14                  5.10.1.5 Promote safety and permanency in homes and  
15 communities through prevention efforts aimed at child abuse and domestic  
16 violence.

17           5.10.2 IH shall provide Personal Empowerment Program (PEP)  
18 services for a minimum of forty (40) unduplicated PARTICIPANTS annually. PEP  
19 series is comprised of a ten (10) week educational support program designed to  
20 help victims break the cycle of domestic violence through education on the  
21 dynamics of domestic violence, effects of violence on victims and their  
22 children, and to help victims protect children who live in domestic violence  
23 homes. PEP topics shall include, but are not limited to: safety planning,  
24 boundaries, anger management, legal aspects of domestic violence, working  
25 through denial, and maintaining healthy relationships. PEP services shall  
26 target the general community as well as COUNTY's TLFR population.

27           5.10.3 IH shall provide PEP groups continuously throughout the  
28 term of this Agreement. Each PEP group shall be a minimum of ninety (90)

1 minutes in duration. IH shall provide PEP services during FRC operating hours  
2 or at dates and times convenient for PARTICIPANTS.

3 5.10.4 When providing PEP services to COUNTY's TLFR population,  
4 IH shall also be required to include, but not be limited to, verification of  
5 attendance, issuance of certificates of completion, and verbal and/or written  
6 reports to COUNTY Social Workers.

7 5.10.5 IH shall provide qualified, bilingual PEP Instructor  
8 staff as specified in Subparagraph 14.14 of this Exhibit. During the entire  
9 term of this Agreement, PEP providers must be approved by the PEP Program  
10 Collaborative of Orange County.

11 5.11 Time-Limited Family Reunification Family Fun Activities (YMCA):

12 5.11.1 The objectives of Time-Limited Family Reunification  
13 (TLFR) Family Fun Activities are as follows:

14 5.11.1.1 Increase parent-child bonding.

15 5.11.1.2 Provide a safe and enriching interactive  
16 environment for TLFR families.

17 5.11.2 YMCA shall provide TLFR Family Fun Activities services to  
18 PARTICIPANTS. In addition to PARTICIPANTS referenced in Paragraph 1, TLFR  
19 Family Fun Activities may also include: children that are removed from their  
20 home and placed in a foster family home or a childcare institution and parents  
21 and parents or primary caregiver of such a child, in order to facilitate the  
22 reunification of the child, safely and appropriately.

23 5.11.3 YMCA shall provide TLFR Family Fun Activities services  
24 for a minimum of ten (10) unduplicated families annually. TLFR Family Fun  
25 Activities shall include supervised and organized activities and events for  
26 children of parents and/or caregivers in the reunification process. In the  
27 event a parent is participating in monitored/supervised visitation while  
28 simultaneously participating in a Family Fun Activity, the SSA approved

1 monitor or supervised visitation specialist must be present during the entire  
2 length of the Family Fun Activity.

3 5.11.4 YMCA shall provide a minimum of four (4) TLFR Family Fun  
4 Activities (events) annually. Events may include, but are not limited to, the  
5 following: Fall Festival, Thanksgiving Feast, Holiday Performance, Science  
6 Fair, March Madness Olympics, and Spring Family Picnic.

7 5.11.5 YMCA's TLFR Family Fun Activities services shall only  
8 address the following PSSF category: TLFR.

9 5.11.6 YMCA shall provide qualified TLFR Family Fun Activities  
10 Leader staff as referenced in Subparagraph 14.18 of this Exhibit.

11 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

12 6.1 In addition to providing the services described in Paragraph 5 of  
13 this Exhibit A, CONTRACTOR agrees to:

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

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

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

28 ///

1           6.1.4     Develop a Community Engagement Advisory Committee (CEAC)  
2 that shall meet a minimum of quarterly during the term of this Agreement. The  
3 FRC will maintain a roster and a copy of minutes for all CEAC meetings. The  
4 composition of CONTRACTOR's CEAC shall vary, depending on the specific goals  
5 of, and the services to be provided by the FRC. The CEAC shall consist of  
6 community members such as parents, youths, teachers, school community  
7 liaisons, businesses professionals, religious community leaders, law  
8 enforcement, human and health service professionals, and city representatives.  
9 On an annual basis, CEAC shall assess, survey, and identify community  
10 strengths and needs to advocate for FRC services to meet community needs;  
11 develop parent and youth leadership; and engage community to provide tangible  
12 support and leadership. CEAC shall enlist broad community support and  
13 advocacy for the FRC by fundraising for the FRC and hosting events. A minimum  
14 of one thousand dollars (\$1,000) shall be allocated to the CEAC within the FRC  
15 budget for the purposes of its members to use for planning events, and other  
16 activities as deemed necessary by the CEAC committee. CB shall provide  
17 qualified Community Engagement Volunteer Coordinator staff as specified in  
18 Subparagraph 14.5 of this Exhibit.

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

23           6.2     CB shall provide a minimum of four hundred sixteen (416) hours  
24 annually to childcare services at FRC to children of parents attending FRC  
25 programs during FRC operating hours, continuously throughout the term of this  
26 Agreement, at dates and times convenient for PARTICIPANTS. Allowable costs  
27 include direct childcare services and purchases of cleaning supplies, snacks  
28 directly related to childcare services, activities, age appropriate toys,



1 crafts, and games. Childcare services shall be reimbursed based on actual  
2 hours worked. CB shall provide qualified Childcare Worker staff as specified  
3 in Subparagraph 14.3 of this Exhibit.

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

14 7. FACILITIES

15 7.1 Family Oasis Family Resource Center is located at:  
16 131 West Midway Drive  
17 Anaheim, CA 92805-6507

18 7.2 Administrative services under this Agreement shall be provided at  
19 Family Oasis Family Resource Center and:

20 Children's Bureau of Southern California  
21 50 South Anaheim Blvd. Suite #241  
22 Anaheim, CA 92805-2900

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

26 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

27 8.1 CONTRACTOR shall electronically track the type and amount of  
28 services provided to each PARTICIPANT by Contractor Partner Agencies and a

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

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

13 8.2.1 Provide concrete support in times of need,

14 8.2.2 Increase parental resilience,

15 8.2.3 Increase knowledge of parenting and child development,

16 8.2.4 Support the social and emotional competence of children,

17 and

18 8.2.5 Build parents' social connections.

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

28 ///

1           8.3 FRC direct services staff (e.g., Information and Resource  
2 Specialist, Family Support Specialist, etc.) shall be responsible for entering  
3 client service and outcome data for FaCT funded and a minimum of two (2)  
4 required non-FaCT funded services into the FaCT data system. These include,  
5 but are not limited to, the following:

6           8.3.1 FRC CMT Clinical Supervisor shall administer, collect,  
7 and enter the FRC CMT tracking and assessment tool;

8           8.3.2 Family Support Specialist shall administer, collect, and  
9 enter the Family Development Matrix Tool(s);

10          8.3.3 Parenting Educator shall administer, collect, and enter  
11 the Parenting Education Survey;

12          8.3.4 OST Leader shall administer, collect, and enter FaCT  
13 Measurement tools; and,

14          8.3.5 Direct service staff shall enter specific data collection  
15 information and complete standardized assessment forms, FaCT Registration  
16 Form, attendance sheets, and other documents required by ADMINISTRATOR.

17          8.4 In addition to the FaCT Registration form and/or FaCT Large Group  
18 Tracking form, the following assessment tool(s) required for each core service  
19 includes:

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

            8.5 The FRC Coordinator is responsible for ensuring data integrity and  
accurate data collection. FRC Coordinator shall also ensure that the data is

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

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

9 8.7 The COUNTY measurement tools, referenced in Subparagraph 8.4, are  
10 subject to change based on program and evaluation needs as defined by  
11 ADMINISTRATOR.

12 9. REPORTS

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

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

21 9.2 CONTRACTOR shall complete the FaCT standardized Marketing Outreach  
22 Log and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10)  
23 calendar days following the end of each quarter.

24 9.3 CONTRACTOR shall provide information deemed necessary by  
25 ADMINISTRATOR to complete any state-required reports related to the services  
26 provided under this Agreement.

27 10. UTILIZATION REVIEW

28 ///

1           10.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's  
2 request at CONTRACTOR's facility identified in Paragraph 7 of this Exhibit A  
3 to review and evaluate a random selection of PARTICIPANT case records. The  
4 review shall include, but is not limited to, an evaluation of the necessity,  
5 appropriateness, and length of services provided. PARTICIPANT cases to be  
6 reviewed shall be randomly selected by COUNTY.

7           10.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve  
8 differences of opinion regarding the necessity, appropriateness, and length of  
9 services provided, the dispute shall be submitted to COUNTY's Director of  
10 Children and Family Services for final resolution.

11        11. SUSTAINABILITY

12           11.1 CONTRACTOR agrees to demonstrate, throughout the term of this  
13 Agreement, the ability to integrate multiple public, private, and  
14 collaborative partner funding sources.

15           11.2 CONTRACTOR must provide measureable goals that demonstrate  
16 resource leveraging and in-kind partnerships and/or grants based on service  
17 gaps and identified needs, specific to the community.

18           11.3 CONTRACTOR agrees to work with ADMINISTRATOR in order to pursue  
19 long-term sustainability of CONTRACTOR's FaCT collaborative programs. This  
20 includes, but is not limited to, participation in the following:

21                   11.3.1 Assessment of long-term need for and reasonableness of  
22 FaCT collaborative programs;

23                   11.3.2 Training programs developed by or for FaCT;

24                   11.3.3 Outreach activities initiated by FaCT staff or FaCT  
25 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

26                   11.3.4 Research of other public/private funding sources and  
27 opportunities;

28        ///  
29

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

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

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

10                   12. MEETINGS AND TRAININGS:

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

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

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

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

26                   13. BUDGET

27                   13.1 For each of the five (5) COUNTY fiscal years (July 1 through June  
28 30) included during the term of this Agreement, the maximum annual budget for

1 services provided pursuant to Exhibit A of this Agreement shall not exceed  
2 \$300,000.

3 13.2 The ADMINISTRATOR and CONTRACTOR may agree, subject to advance  
4 written notice, to add, delete, modify, line item and/or amounts, and/or the  
5 number and type of FTE positions, specified in the annual budget included in  
6 Subparagraph 13.11, without reducing the level of services to be provided or  
7 exceeding COUNTY's maximum obligation stated in Subparagraph 20.1 of this  
8 Agreement.

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

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

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1           13.5 It is anticipated multiple budget modifications will occur during  
2 the term of this Agreement. When appropriate, CONTRACTOR will delay submitting  
3 a Budget Modification Request until multiple changes can be incorporated into  
4 a single Budget Modification Request versus submitting several Budget  
5 Modification Requests that include a single line item change.

6           13.6 For purposes of this Agreement, Direct Services Expense is defined  
7 as a non-administrative expense required to provide goods or services for the  
8 direct benefit of PARTICIPANTS. Examples include, but are not limited to:  
9 parent education handbooks, chore charts, art materials, water and snacks for  
10 PARTICIPANT consumption, incentives for clients to attend events, etc.

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

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

25           13.8.1 Consideration for an exception to the provision described  
26 in Subparagraph 13.7 will be considered on a case-by-case basis and shall be  
27 approved at the sole discretion of COUNTY.

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

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

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

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

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

<u>LINE ITEMS:</u>	<u>FTE</u> <sup>(1)</sup>	<u>Hourly Maximum Rate</u> <sup>(2)</sup>	<u>Budget</u>
<u>SALARIES</u>			
<u>Children's Bureau of Southern California (CB)</u>			
Childcare Worker (Service 6.2)	0.20	\$12.00	\$ 4,992
Community Engagement Volunteer Coordinator (Service 6.1.4)	0.50	20.85	17,680
Family Support Specialist (Services 5.3 and 5.4)	1.00	19.55	35,360
FRC Coordinator (Admin.)	1.00	31.85	59,800
Program Manager (Admin.)	0.041	44.70	<u>6,578</u>
SUBTOTAL CB SALARIES:			\$124,410
CB Benefits (28%) <sup>(3 and 5)</sup>			<u>34,834</u>
SUBTOTAL CB SALARIES AND BENEFITS:			\$159,244
<u>Anaheim Family Young Men's Christian Association (YMCA)</u>			
OST Youth Leader (Service 5.8)	0.04	\$23.00	\$ 1,603
TLFR Family Fun Activities Leader (Service 5.11)	0.01	23.00	<u>401</u>
SUBTOTAL YMCA SALARIES:			\$ 2,004

1	YMCA Benefits (22.07%) <sup>(3 and 4)</sup>			<u>527</u>
	SUBTOTAL YMCA SALARIES:			\$ 2,531
2	<u>Interval House (IH)</u>			
3	PEP Instructor (Service 5.10)	0.225	\$22.75	\$ <u>8,424</u>
	SUBTOTAL IH SALARIES:			\$ 8,424
4	IH Benefits (20.99%) <sup>(3 and 5)</sup>			<u>1,769</u>
5	SUBTOTAL IH SALARIES AND BENEFITS:			\$ 10,193
	<u>Western Youth Services (WYS)</u>			
6	Clinical Supervisor (Service 5.1)	0.05	\$34.85	\$ 3,624
7	Counselor (Service 5.2)	0.50	26.44	27,497
8	FRC CMT Clinical Supervisor (Service 5.5)	0.10	34.85	7,249
9	Information & Referral Specialist (Service 5.6)	1.00	13.35	27,770
	Parenting Educator (Service 5.9)	0.0375	26.44	2,062
	Program Director (Admin.)	0.013	34.85	<u>906</u>
10	SUBTOTAL WYS SALARIES:			\$ 69,108
11	WYS Benefits (21.001%) <sup>(3 and 5)</sup>			<u>14,513</u>
	SUBTOTAL WYS SALARIES AND BENEFITS:			\$ 83,621
12	SUBTOTAL ALL SALARIES AND BENEFITS:			\$255,589
13	<u>PARTICIPANT RELATED SERVICES AND EXPENSES</u>			
	CB CEAC (Service 6.1.4)			\$ 1,000
14	CB Direct Service Expense (Subparagraph 13.6)			1,600
15	CB Emergency Assistance Fund (Service 6.3)			1,000
16	CB Life Skills Workshop (Service 5.7)			1,000
	YMCA Direct Service Expense (Subparagraph 13.6)			1,469
17	IH Direct Service Expense (Subparagraph 13.6)			2,807
	WYS Direct Service Expense (Subparagraph 13.6)			<u>600</u>
18	SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES			\$ 9,476
19	<u>ADMINISTRATIVE SERVICES AND SUPPLIES <sup>(6)</sup></u>			
	<u>SERVICES:</u>			
20	WYS Independent Audit/Insurance			\$ 555
21	<u>SUPPLIES:</u>			
22	CB Office Supplies			1,000
	CB Postage			200
23	CB Program Expense/Set-Up Costs			1,350
	CB Printing/Marketing Materials (Service 5.4)			50
24	WYS Office Supplies			<u>300</u>
25	SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES			\$ 3,455
	<u>OPERATING EXPENSES<sup>(6)</sup></u>			
26	CB Equipment Purchase/Lease/Maintenance			\$ 4,058
27	CB Mileage <sup>(7)</sup>			1,800
	CB Staff Training			300
28	CB Telephone/Internet			3,500

1	WYS Mileage <sup>(7)</sup>	300
2	WYS Staff Training	<u>150</u>
3	SUBTOTAL OPERATING EXPENSES	\$ 10,108
4	<u>Indirect Cost<sup>(6)</sup></u>	
5	CB Indirect Cost	\$ 12,819
6	WYS Indirect Cost	<u>8,553</u>
7	SUBTOTAL INDIRECT COST	\$ 21,372
8	SUBTOTAL ALL SALARIES, BENEFITS, PARTICIPANT RELATED SERVICES	\$300,000
9	AND SUPPLIES, ADMINISTRATIVE SERVICES AND SUPPLIES, OPERATING	
10	EXPENSES, AND INDIRECT COST	
11	<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 footnotes four (4) and/or five (5) below. CB's overall benefit rate shall not exceed twenty-eight percent (28%) of actual salary expense claimed. YMCA's overall benefit rate shall not exceed twenty-two percent (22%) of actual salary expense claimed. IH overall benefit rate shall not exceed twenty-one percent (21%) of actual salary expense claimed. WYS' overall benefit rate shall not exceed twenty-one percent (21%) of actual salary expense claimed.

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1           (4) The Salary and Benefit Worksheet submitted as part of the monthly  
2 invoice packet will include an amount contributed to Contractor's liability  
3 account established specifically for the purpose of funding vacation/sick time  
4 accrual payouts. Actual vacation/sick time expenses will be paid from the  
5 aforementioned liability account and will not be claimed through the  
6 Agreement.

7           (5) Actual expenses for a vacation/sick time accrual, paid to an employee  
8 upon separation in accordance with Contractor's established policy, will be  
9 included as an itemized amount on the Salary and Benefit Worksheet submitted  
10 as part of Contractor's monthly invoice packet. The expense shall be limited  
11 to the amount of vacation/sick time earned by the employee during the County  
12 fiscal year in which the claim is made, minus any vacation/sick time the  
13 employee used during the same fiscal year. For example, if an employee  
14 separates on February 15, 2016, the vacation/sick time accrual amount eligible  
15 for reimbursement through the Agreement shall be based upon the period of July  
16 1, 2015 through February 15, 2016 only.

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

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

22           (8) CB's Family Support Specialist staff to provide Foster and Adoptive  
23 Parent Recruitment Services.

#### 24       14.    STAFF

##### 25           14.1   Recruitment Practices:

26           14.1.1   CONTRACTOR shall use a formal recruitment plan, which  
27 complies with Federal and State employment and labor regulations. CONTRACTOR  
28        ///

1 shall hire staff with the education, language skills, and experience necessary  
2 to appropriately perform all functions as described in this Agreement.

3 14.1.2 The number of direct service bilingual staff shall meet  
4 the needs of the community to be served.

5 14.1.3 CONTRACTOR may be required to submit employer's bilingual  
6 certification criteria and/or test results.

7 14.2 CONTRACTOR shall specify the FTE percentage for each service for  
8 staff that provides more than one service. The combined FTE for any  
9 individual staff may not exceed a 1.0 maximum.

10 CONTRACTOR shall provide the following described staff positions:

11 14.3 Childcare Worker (CB):

12 14.3.1 Duties: Provide childcare activities at the FRC to  
13 children of PARTICIPANTS attending FRC services, communicate with FRC  
14 coordinator and agency's supervisor, attend all required meetings and  
15 trainings, complete required documents and perform related duties as assigned.

16 14.3.2 Qualifications: High school diploma or equivalent and  
17 one (1) year of childcare experience, including working with infants; ability  
18 to deal with stressful situations; and be creative and energetic. Proficiency  
19 in English is required and bilingual, in based on community language need, is  
20 preferred.

21 14.4 Clinical Supervisor (WYS):

22 14.4.1 Duties: Provide individual and group supervision, as  
23 applicable, clinical supervision for counseling services, case consultation to  
24 FRC staff as needed, monitor cases, be available for crisis and clinical  
25 consultation as needed, review documents for clinical content, verify the laws  
26 of confidentiality, and ensure that child and elder/dependent adult abuse  
27 reporting are followed-up on every case consult. Ensure accuracy of paperwork  
28 ///

1 and data entered into the FaCT-approved database and attend all required  
2 meetings and trainings.

3 14.4.2 Qualifications: Licensed Clinical Social Worker (LCSW),  
4 Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist and two  
5 (2) years of clinical supervision experience. Proficiency in English is  
6 required.

7 14.5 Community Engagement Volunteer Coordinator (CB):

8 14.5.1 Duties: Responsible for assisting in advocacy for the  
9 expansion of the FRC CEAC, programs, and activities focusing on issues that  
10 affects the health, well-being, and public safety of residents in the FRC  
11 community; overseeing community organizing, volunteer recruitment, and  
12 training; problem solving; developing and implementing an outreach plan;  
13 supporting the efforts of local programs to explore donation and service  
14 opportunities for the FRC; developing and promoting FRC volunteer project  
15 activities; developing and maintaining regular contact with community  
16 organizations; coordinating and communicating with FRC Coordinator; attending  
17 all required meetings and trainings; and administering FaCT-approved  
18 measurement tools and enter results into the FaCT-approved database.

19 14.5.2 Qualifications: Option One (1): Bachelor's degree in  
20 human services or related field from an accredited university; two (2) years  
21 of experience working with at-risk families and the community, including one  
22 (1) year supervision experience; knowledge of public and private social  
23 services agencies, community resources, including Federal and State programs;  
24 capable of relating well to individuals from diverse backgrounds, cultures,  
25 varied income, and education levels; and computer competency. Proficiency in  
26 English is required, and bilingual, based on community language need, is  
27 preferred.

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

9                   14.6 Counselor (WYS):

10                   14.6.1 Duties: Responsible for providing therapy including  
11 assessment, treatment planning, termination, and documentation. Administering  
12 FaCT approved pre/post measurement tools and entering results into the FaCT-  
13 approved database.

14                   14.6.2 Qualifications: Licensed clinician, or under the  
15 supervision of a licensed clinician or a qualified mental health professional  
16 under clinical supervision including MFT Intern, Associate Clinical Social  
17 Worker (ACSW) with addition of Masters in Social Work (MSW) Intern or MFT  
18 Trainee enrolled in an accredited graduate program under clinical supervision.  
19 Proficiency in English and bilingual, based on community language need, is  
20 required.

21                   14.7 Family Support Specialist (CB):

22                   14.7.1 Duties: Assess needs and assist families in crisis to  
23 access resources to meet needs, including court ordered families to facilitate  
24 family reunification; coordinate information for PARTICIPANT referrals;  
25 participate in FRC CMT meetings; follow up on PARTICIPANT's progress; help  
26 alleviate barriers to accessing services; case planning, compile and maintain  
27 records; prepare reports; attend and present cases at FRC CMT meetings;  
28 complete FaCT-approved assessment tools; data entry into FaCT-approved

1 database; attend all required FaCT meetings and trainings and perform related  
2 duties as assigned.

3 14.7.2 Qualifications Option One (1): Bachelor's degree in  
4 human services or related field from an accredited university, knowledge of  
5 the child welfare system, and two (2) years of community experience working  
6 directly with families in crisis and the community. Proficiency in English  
7 and bilingual, based on community language need, is required.

8 14.7.3 Qualifications Option Two (2): A minimum of five (5)  
9 years of experience working directly with families in crisis and the community  
10 and knowledge of the child welfare system. Proficiency in English and  
11 bilingual, based on community language need, is required.

12 14.8 Foster and Adoptive Parent Recruiter (CB):

13 14.8.1 Duties: Responsible for promoting Foster and Adoptive  
14 Parent Recruitment at the FRC, outreach events, partner agency newsletters,  
15 community events/workshops and other local community events, and in  
16 collaboration with ADMINISTRATOR, information about the adoption process,  
17 available services, community involvements and the need for foster and  
18 adoptive resources for children in need of a permanent home.

19 14.8.2 Qualifications: High school diploma or equivalent, one  
20 (1) year of experience working directly with families in crisis and community,  
21 knowledge of local resources, excellent customer service skills, and computer  
22 competency (i.e., knowledge and ability to use computers and related  
23 technology). Proficiency in English and bilingual, based on community  
24 language need, is required.

25 14.9 FRC CMT Clinical Supervisor (WYS):

26 14.9.1 Duties: Facilitate case management team group process,  
27 ensure thorough assessment and linkages for families to resources, and ensure  
28 ///



1 team and/or staff members follow up on all mandated reporting requirements.  
2 Responsibilities include, but are not limited to:

3 14.9.1.1 Verify and track attendance of required FRC  
4 CMT members;

5 14.9.1.2 Ensure PARTICIPANT confidentiality/release  
6 forms are signed by PARTICIPANT and FRC CMT members;

7 14.9.1.3 Review the laws of confidentiality and child,  
8 elder/dependent adult abuse reporting on an annual basis and ensure compliance  
9 for each case presented;

10 14.9.1.4 Ensure all FRC CMT cases conferenced are  
11 multiple needs cases (i.e., not just information and referral);

12 14.9.1.5 Facilitate weekly review of FRC CMT cases,  
13 including a thorough assessment of needs, treatment plan, and termination;

14 14.9.1.6 Provide and coordinate ongoing cross-training  
15 to FRC CMT on clinical training needs;

16 14.9.1.7 Ensure families are invited to the FRC CMT  
17 meetings;

18 14.9.1.8 Maintain a binder of weekly case logs and  
19 registration forms for each case conferenced at FRC CMT;

20 14.9.1.9 Complete standardized FRC CMT assessment  
21 tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT  
22 database; and

23 14.9.1.10 Actively engage new collaborative partners  
24 and/or other COUNTY agency representatives to conference cases that would  
25 benefit families.

26 14.9.2 Qualifications: LCSW, MFT, or Licensed Clinical  
27 Psychologist is required. A minimum of one (1) years of group/meeting  
28 facilitation experience is preferred. Proficiency in English is required.

1           14.10 FRC Coordinator (CB):

2           14.10.1 Duties: Perform a variety of administrative functions  
3 including: coordinate service providers; supervise FRC staff; oversee day-to-  
4 day FRC operations of the FRC; compile statistical and financial data for  
5 various reports; facilitate community involvement in the CEAC; coordinate  
6 governance and policy procedure development; coordinate training opportunities  
7 for staff; prepare and monitor program budget; perform outreach to community  
8 businesses and schools; market FRC services within the community; initiate  
9 outreach to new partners and service providers; address public inquiries  
10 regarding FRC services, procedures, operations, and regulations; facilitate  
11 Contractor Partner Agencies and staff meetings and ensure completion of  
12 meeting minutes; complete all required documentation; attend all required  
13 meetings and trainings; and perform related duties as assigned.

14           14.10.2 Qualifications Option One (1): Bachelor's degree (or  
15 Master's degree preferred) in social work, sociology, psychology, or related  
16 field from an accredited university; two (2) years of experience working with  
17 at-risk families and the community; knowledge of the child welfare system;  
18 capable of relating well to individuals from diverse backgrounds, cultures,  
19 varied income and education levels; supervision experience in management;  
20 ability to work successfully in a collaborative environment; attention to  
21 detail; and computer competency. Proficiency in English is required and  
22 bilingual, based on community language need, is preferred.

23           14.10.3 Qualifications Option Two (2): A minimum of five (5)  
24 years of experience working with at-risk families and the community; knowledge  
25 of the child welfare system; capable of relating well to individuals from  
26 diverse backgrounds, cultures, varied income, and education levels;  
27 supervisory experience in management; ability to work successfully in a  
28 collaborative environment; attention to detail; and computer competency.

1 Proficiency in English is required and bilingual, based on community language  
2 need, is preferred.

3 14.11 Information and Referral Specialist (WYS):

4 14.11.1 Duties: Responsible for responding to walk-in, call-in,  
5 and referred PARTICIPANTS seeking community resources. Assess PARTICIPANT's  
6 immediate needs and make referrals to appropriate resources. Administer FaCT-  
7 approved measurement tools, and enter results into the FaCT-approved database.

8 14.11.2 Qualifications: High school diploma or equivalent, one  
9 (1) year of community experience working directly with families in crisis and  
10 community, knowledge of local resources, excellent customer service skills,  
11 and computer competency (i.e., knowledge and ability to use computers and  
12 related technology). Proficiency in English and bilingual, based on community  
13 language need, is required.

14 14.12 Out-of-School-Time Youth Leader (YMCA):

15 14.12.1 Duties: Responsible for providing Out-of-School-Time  
16 activities to children and youth based on the community need, monitoring  
17 attendance, ensuring the health and safety of PARTICIPANTS is maintained at  
18 all times, coordinating and communicating with FRC Coordinator, attending all  
19 required meetings, administering FaCT-approved measurement tools, and entering  
20 results into the FaCT-approved database.

21 14.12.2 Qualifications: High school diploma or equivalent,  
22 twelve (12) units of child development or related coursework, and one (1) year  
23 of experience working with children is required. Proficiency in English is  
24 required and bilingual, based on community language need, is preferred.

25 14.13 Parenting Educator (WYS):

26 14.13.1 Duties: Responsible for teaching parenting education  
27 classes, administering FaCT approved pre/post-tests measurement tool(s), and  
28 entering results into the FaCT-approved database.

1           14.13.2 Qualifications: Twelve (12) units of college education  
2 in child development, psychology, sociology, social work, or a related field  
3 from an accredited university; one (1) year of experience working in the human  
4 services field; and trained and/or certified to provide the CONTRACTOR's  
5 chosen evidence-based or evidence-informed curriculum. Proficiency in English  
6 and bilingual, based on community language need, is required.

7           14.14 PEP Instructor (IH):

8           14.14.1 Duties: Provide and instruct Personal Empowerment  
9 Program (PEP) services, administering FaCT-approved pre/post measurement  
10 tools, and entering results into the FaCT-approved database.

11           14.14.2 Qualifications: PEP certified instructor shall possess a  
12 minimum of two (2) years of experience working with domestic violence  
13 families, forty (40) hours of Domestic Violence Prevention training, eight (8)  
14 hours of Child Abuse Prevention and Reporting Training, and completion of PEP  
15 Training. A valid Domestic Violence Advocate Certificate is required.  
16 Proficiency in English and bilingual, based on community language need, is  
17 required.

18           14.15 Program Director (WYS):

19           14.15.1 Duties: Responsible for overseeing all WYS services  
20 contracted with FaCT, supervising FaCT funded WYS staff, completing required  
21 documents, and attending all required meetings.

22           14.15.2 Qualifications: Licensed clinician (i.e., LCSW, MFT, or  
23 Psychologist) is required and a minimum of two (2) years post licensure (i.e.,  
24 LCSW, MFT, or Psychologist) experience. Maintain current California licensure  
25 and abide by ethical standards promoted by the Board of Behavioral Sciences  
26 (BBS) and professional association to which Program Director entitles him/her  
27 to belongs. Proficiency in English is required.

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1           14.16 Program Manager (CB):

2           14.16.1 Duties: Provide general oversight of and responsibility  
3 for COUNTY/FaCT contract at designated site, supervise FRC Coordinator and FRC  
4 projects, integrate new and existing FRC programs, collaborate with FaCT  
5 staff, attend FaCT committee meetings and forums, and provide local and  
6 regional FRC advocacy.

7           14.16.2 Qualifications: Master's degree in social work or  
8 related field from an accredited university, five (5) years of social services  
9 experience, and three (3) years of supervision experience is required. Two  
10 (2) years of experience in more than one child welfare service (i.e., foster  
11 care, residential care, in-home services, Wraparound services, family  
12 preservation, or other child abuse prevention) is preferred. Proficiency in  
13 English is required.

14           14.17 Program Supervisor (YMCA):

15           14.17.1 Duties: Responsible for planning, developing, and  
16 providing leadership to ensure quality professional implementation of the  
17 Anaheim Achieves afterschool program, complete required documents, and attend  
18 all required meetings.

19           14.17.2 Qualifications Option One (1): High school diploma or  
20 equivalent; fifteen (15) units of college coursework in education, recreation,  
21 human services, or a related field from an accredited university; and a  
22 minimum of two (2) years of childcare experience. Maintain current First Aid  
23 and Cardio Pulmonary Resuscitation (CPR) certifications. A valid California  
24 driver's license and proof of minimum California vehicle insurance coverage is  
25 required. Proficiency in English is required.

26           14.17.3 Qualifications Option Two (2): Associated degree in  
27 education, recreation, human services, child development, or a related field  
28 from an accredited university; and a minimum of two (2) years of teaching

1 experience in a licensed day care center or group childcare program. Maintain  
2 current First Aid and Cardio Pulmonary Resuscitation (CPR) certifications. A  
3 valid California driver's license and proof of minimum California vehicle  
4 insurance coverage is required. Proficiency in English is required.

5 14.17.4 Qualifications Option Three (3): Bachelor's degree in  
6 education, recreation, human services, child development, or a related field  
7 from an accredited university; and a minimum of two (2) years of childcare  
8 center experience or group childcare program. Maintain current First Aid and  
9 Cardio Pulmonary Resuscitation (CPR) certifications. A valid California  
10 driver's license and proof of minimum California vehicle insurance coverage is  
11 required. Proficiency in English is required.

12 14.18 TLFR Family Fun Activities Leader (YMCA):

13 14.18.1 Duties: Responsible for organizing and providing  
14 supervision of Time Limited Family Reunification Family Fun Activities to  
15 children and parents, presentation of upcoming events at FRC meetings,  
16 providing flyers for distribution to FRC families, coordinating and  
17 communicating with FRC Coordinator, attending all required meetings,  
18 administering FaCT-approved measurement tools, and entering results into the  
19 FaCT-approved database.

20 14.18.2 Qualifications Option One (1): High school diploma or  
21 equivalent, completion of fifteen (15) units in education, recreation, human  
22 services, or related coursework, and a minimum of two (2) years of childcare  
23 or group childcare program experience is required. Maintain current First Aid  
24 and Cardio Pulmonary Resuscitation (CPR) certifications. A valid California  
25 driver's license and proof of minimum California vehicle insurance coverage is  
26 required. Proficiency in English is required and bilingual, based on  
27 community language need, is preferred.

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1           14.18.3 Qualifications Option Two (2): Associated degree in  
2 education, recreation, human services, child development, or a related field  
3 from an accredited university; and a minimum of two (2) years of teaching  
4 experience in a licensed day care center or group childcare program. Maintain  
5 current First Aid and Cardio Pulmonary Resuscitation (CPR) certifications. A  
6 valid California driver's license and proof of minimum California vehicle  
7 insurance coverage is required. Proficiency in English is required and  
8 bilingual, based on community language need, is preferred.

9           14.18.4 Qualifications Option Three (3): Bachelor's degree in  
10 education, recreation, human services, child development, or a related field  
11 from an accredited university; and a minimum of two (2) years of childcare  
12 center experience or group childcare program. Maintain current First Aid and  
13 Cardio Pulmonary Resuscitation (CPR) certifications. A valid California  
14 driver's license and proof of minimum California vehicle insurance coverage is  
15 required. Proficiency in English is required and bilingual, based on  
16 community language need, is preferred.

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