

1 shall be administered by the County of Orange Social Services Agency Director
2 or designee, hereinafter referred to as "ADMINISTRATOR."

3
4 W I T N E S S E T H:

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

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

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

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

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

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Exhibit A

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1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

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1 4. DESCRIPTION OF SERVICES, STAFFING

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

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

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

16 5. LICENSES AND STANDARDS

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

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

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

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

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

15 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

16 6.1 Delegation and Assignment:

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

26 6.2 Subcontracts:

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

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

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

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

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

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

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

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

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

13 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

14 7.1 Form of Business Organization:

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

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

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

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

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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;

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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: Stanton Family Resource Center
c/o City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3123

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.

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

Coverage	Minimum Limits	<u>Responsible Contractor</u> <u>Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	City of Stanton (STN); Camp Fire Orange County (CFOC); Friendly Center, Inc. (FC); Interval House (IH); and Western Youth Services (WYS)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	STN, CFOC, FC, IH, and WYS
Workers' Compensation	Statutory	STN, CFOC, FC, IH, and WYS
Employer's Liability Insurance	\$1,000,000 per occurrence	STN, CFOC, FC, IH, and WYS
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate	WYS
Sexual Misconduct Liability	\$1,000,000 per occurrence	STN, CFOC, FC, 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.

1 12.9 Required Endorsements:

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

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

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

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

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

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

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

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

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

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

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

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

20 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

21 CONTRACTOR shall report to COUNTY:

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

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1 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
2 from or related to services performed by CONTRACTOR under this Agreement.
3 Such report shall be submitted to COUNTY within twenty-four (24) hours of
4 occurrence.

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

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

12 14. CONFLICT OF INTEREST

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

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

23 15. ANTI-PROSELYTISM PROVISION

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

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1 16. SUPPLANTING GOVERNMENT FUNDS

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

11 17. EQUIPMENT

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

21 CONTRACTOR further agrees to the following:

22 17.1.1 To maintain all items of Capital Equipment in good
23 working order and condition, normal wear and tear excepted.

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

1 17.1.3 To report in writing to ADMINISTRATOR immediately after
2 discovery, the loss or theft of any items of Capital Equipment. For stolen
3 items, the local law enforcement agency must be contacted and a copy of the
4 police report submitted to ADMINISTRATOR.

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

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

18 17.3 Personal Computer Equipment:

19 No personal computers and/or personal electronic devices, such as
20 tablets, smart phones, and laptop computers, or any component thereof, may be
21 purchased with funds provided under this Agreement, regardless of purchase
22 price, without prior written approval of ADMINISTRATOR. Any such purchase
23 shall be in accordance with specifications provided by ADMINISTRATOR, be
24 subject to the same inventory control conditions specified in Subparagraphs
25 17.1.1 to 17.1.4 and, at the sole discretion of ADMINISTRATOR, become the
26 property of COUNTY upon termination of this Agreement.

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1 18. BREACH SANCTIONS

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

7 18.1 Afford CONTRACTOR a time period within which to cure the breach,
8 which period shall be established by ADMINISTRATOR; and/or

9 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
10 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
11 later recovery; and/or

12 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
13 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

16 19. DESIGNATED LEAD AGENCY

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

1 Partner Agencies. Each of the Contractor Partner Agencies agrees that
2 COUNTY's disbursement of payment to the designated lead agent shall satisfy
3 COUNTY's payment obligation under this Agreement.

4 19.2 As the designated lead agent, STN shall also be responsible for at
5 a minimum facilitating CONTRACTOR meetings, collecting documentation for
6 invoices, and outcome measurements from each CONTRACTOR Partner Agency, and
7 maintaining complete and accurate records of all financial and outcome
8 measurement data on behalf of CONTRACTOR activities that include but are not
9 limited to the following:

10 19.2.1 Oversight of FRC services;

11 19.2.2 Employment and supervision of the FRC Coordinator;

12 19.2.3 Facilitating established meetings for Contractor Partner
13 Agencies and generating meeting minutes;

14 19.2.4 Coordinating a minimum of weekly case management
15 meetings;

16 19.2.5 Collecting and maintaining complete documentation for
17 invoices from Contractor Partner Agencies;

18 19.2.6 Overseeing the collection, maintenance, and management of
19 FRC data including outcome measurements from Contractor Partner Agencies;

20 19.2.7 Generating monthly reports (i.e. Service Grids) in
21 accordance with Paragraph 38 of this Agreement and Exhibit Paragraph 9 for
22 submission to COUNTY;

23 19.2.8 Reimbursing FaCT-funded Contractor Partner Agencies for
24 FaCT-funded services rendered prior to invoicing COUNTY;

25 19.2.9 Generating modification requests on the FRC's behalf for
26 submission to COUNTY;

27 19.2.10 Collecting information from Contractor Partner Agencies
28 and generating a monthly FRC activity calendar;

1 19.2.11 Coordinating FRC sustainability efforts referenced in
2 Exhibit "A", Subparagraph 11 of this Agreement;

3 19.2.12 Ensuring all Contractor Partner Agencies are current on
4 required documentation (e.g., insurance certificates, copies of
5 resumes/applications, independent audits);

6 19.2.13 Ensuring all Non-FaCT Funded Partner Agencies have a
7 current agreement with the FRC and provide copies of agreements to COUNTY upon
8 request;

9 19.2.14 Facilitating collaborative activities, services, and
10 programs to ensure effective service delivery;

11 19.2.15 Maintaining complete and accurate records of all
12 financial and outcome measurement data for the FRC;

13 19.2.16 Attending required FaCT meetings and mandatory trainings;
14 and

15 19.2.17 Maintaining the integrity of the FaCT database and other
16 reports as necessary.

17 20. PAYMENTS

18 20.1 Maximum Contractual Obligation:

19 The maximum obligation of COUNTY under this Agreement shall not
20 exceed the amount of \$1,500,000: The amount of \$300,000 for July 1, 2015
21 through June 30, 2016; the amount of \$300,000 for July 1, 2016 through June
22 30, 2017; the amount of \$300,000 for July 1, 2017 through June 30, 2018; the
23 amount of \$300,000 for July 1, 2018 through June 30, 2019; and the amount of
24 \$300,000 for July 1, 2019 through June 30, 2020 or actual allowable costs,
25 whichever is less.

26 20.2 Allowable Costs:

27 During the term of this Agreement, COUNTY shall pay CONTRACTOR
28 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR

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

6 20.3 Claims:

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

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

24 20.3.3 Payments should be released by COUNTY within a reasonable
25 time period of approximately thirty (30) days after receipt of a correctly
26 completed claim form and required supporting documentation.

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20.3.4 Year End and Final Claims:

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

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

21. OVERPAYMENTS

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

1 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
2 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
3 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
4 COUNTY necessary to enforce the provisions set forth in this Paragraph.

5 22. OUTSTANDING DEBT

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

9 23. FINAL REPORT

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

15 24. INDEPENDENT AUDIT

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

25 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
26 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
27 of organization-wide audits for each of the fiscal cycles corresponding with
28 the term of this Agreement. CONTRACTOR shall provide each audit within

1 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
2 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
3 payment under this or any subsequent Agreement with CONTRACTOR until such time
4 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
5 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

6 25. RECORDS, INSPECTIONS AND AUDITS

7 25.1 Financial Records:

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

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

18 25.2 Client Records:

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

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

1 25.2.3 COUNTY may refuse payment for a claim if client records
2 are determined by COUNTY to be incomplete or inaccurate. In the event client
3 records are determined to be incomplete or inaccurate after payment has been
4 made, COUNTY may treat such payment as an overpayment within the provisions of
5 this Agreement.

6 25.3 Public Records:

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

12 25.4 Inspections and Audits:

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

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

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

1 COUNTY's designee, necessary to obtain CONTRACTOR's books and financial
2 records.

3 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
4 COUNTY's liability to the State or Federal government or any agency thereof
5 resulting from any disallowances or other audit exceptions to the extent that
6 such liability is attributable to CONTRACTOR's failure to perform under this
7 Agreement.

8 25.5 Evaluation Studies:

9 25.5.1 CONTRACTOR shall participate as requested by COUNTY in
10 research and/or evaluative studies designed to show the effectiveness and/or
11 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
12 project.

13 26. PERSONNEL DISCLOSURE

14 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
15 all personnel providing services hereunder, including résumés and job
16 applications. Changes to the list will be immediately provided to
17 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
18 application. The list shall include:

19 26.1.1 Names of all full or part-time personnel by title,
20 including volunteer personnel, whose direct services are required to provide
21 the programs described herein;

22 26.1.2 A brief description of the functions of each position and
23 the hours each person works each week; or for part-time personnel, each day or
24 month, as appropriate;

25 26.1.3 The professional degree, if applicable, and experience
26 required for each position; and

27 26.1.4 The language skill, if applicable, for all personnel.

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1 26.2 CONTRACTOR's employment applications shall require applicants to
2 provide detailed information regarding the conviction of a crime by any court,
3 for offenses other than minor traffic offenses. Information not disclosed in
4 the employment application discovered subsequent to the hiring or promotion of
5 any applicant shall be cause for termination of that employee from the
6 performance of services under this Agreement.

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

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

23 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
24 arrest and/or subsequent conviction, for offenses other than minor traffic
25 offenses, of any paid employee and/or volunteer staff performing services
26 under this Agreement, when such information becomes known to CONTRACTOR.
27 ADMINISTRATOR may determine whether such employee and/or volunteer may
28 continue to provide services under this Agreement and shall provide notice of

1 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
2 with ADMINISTRATOR's decision shall be deemed a material breach of this
3 Agreement, pursuant to Paragraph 18 above.

4 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
5 staff performing work hereunder and any proposed changes in CONTRACTOR's
6 staff.

7 26.7 COUNTY shall have the right to require CONTRACTOR to remove any
8 employee from the performance of services under this Agreement. At the
9 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

10 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
11 terminated for cause from working on this Agreement.

12 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
13 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
14 work in accordance with the terms and conditions of this Agreement.

15 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 liability which may be assessed against CONTRACTOR or COUNTY or both in
2 connection with any alleged violation of any Federal or State statutes or
3 regulations pertaining to the eligibility for employment of any persons
4 performing work under this Agreement.

5 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

6 28.1 In order to comply with child support enforcement requirements of
7 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
8 of the award of this Agreement:

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

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

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1 28.3 It is expressly understood that this data will be transmitted to
2 governmental agencies charged with the establishment and enforcement of child
3 support orders, and for no other purpose.

4 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

22 31. CONFIDENTIALITY

23 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
24 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
25 and all other provisions of law, and regulations promulgated thereunder
26 relating to privacy and confidentiality, as each may now exist or be hereafter
27 amended.

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1 31.2 All records and information concerning any and all persons
2 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
3 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
4 volunteers. CONTRACTOR shall require all of its employees, agents,
5 subcontractors and volunteer staff who may provide services for CONTRACTOR
6 under this Agreement to sign an agreement with CONTRACTOR before commencing
7 the provision of any such services, to maintain the confidentiality of any and
8 all materials and information with which they may come into contact, or the
9 identities or any identifying characteristics or information with respect to
10 any and all participants referred to CONTRACTOR by COUNTY, except as may be
11 required to provide services under this Agreement or to those specified in
12 this Agreement as having the capacity to audit CONTRACTOR, and as to the
13 latter, only during such audit. CONTRACTOR shall comply with any audits
14 specified in Paragraph 25, provide reports and any other information required
15 by COUNTY in the administration of this Agreement, and as otherwise permitted
16 by law.

17 31.3 CONTRACTOR shall inform all of its employees, agents,
18 subcontractors, volunteers and partners of this provision and that any person
19 violating the provisions of said State law may be guilty of a crime.

20 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
21 be subject to the confidentiality requirements of this Agreement.

22 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
23 with respect to Juvenile Court matters, in accordance with WIC Section 827,
24 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
25 regarding Confidentiality, as it now exists or may hereafter be amended.

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1 31.5.1 No access, disclosure or release of information regarding
2 a child who is the subject of Juvenile Court proceedings shall be permitted
3 except as authorized. If authorization is in doubt, no such information shall
4 be released without the written approval of a Judge of the Juvenile Court.

5 31.5.2 CONTRACTOR must receive prior written approval of the
6 Juvenile Court before allowing any child to be interviewed, photographed or
7 recorded by any publication or organization or to appear on any radio,
8 television or internet broadcast or make any other public appearance. Such
9 approval shall be requested through child's Social Worker.

10 32. COPYRIGHT ACCESS

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

15 33. WAIVER

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

24 34. PETTY CASH

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

27 35. PUBLICITY

28 35.1 Information and solicitations, prepared and released by

1 CONTRACTOR, concerning the services provided under this Agreement shall state
2 that the program, wholly or in part, is funded through COUNTY, State and
3 Federal government funds.

4 35.2 CONTRACTOR shall not disclose any details in connection with this
5 Agreement to any person or entity except as may be otherwise provided
6 hereunder or required by law. However, in recognizing CONTRACTOR's need to
7 identify its services and related clients to sustain itself, COUNTY shall not
8 inhibit CONTRACTOR from publishing its role under this Agreement within the
9 following conditions:

10 35.2.1 CONTRACTOR shall develop all publicity material in a
11 professional manner; and

12 35.2.2 During the term of this Agreement, CONTRACTOR shall not,
13 and shall not authorize another to, publish or disseminate any commercial
14 advertisements, press releases, feature articles, or other materials using the
15 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
16 unreasonably withhold written consent.

17 36. COUNTY RESPONSIBILITIES

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

20 37. REFERRALS

21 37.1 CONTRACTOR shall provide services to individuals referred by
22 ADMINISTRATOR.

23 38. REPORTS

24 38.1 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 38.2 CONTRACTOR shall maintain records and submit reports containing
28 such data and information regarding the performance of CONTRACTOR's services.

1 costs or other data relating to this Agreement, as may be requested by
2 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
3 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

4 39. ENERGY EFFICIENCY STANDARDS

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

8 40. ENVIRONMENTAL PROTECTION STANDARDS

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

15 40.1 No facility to be utilized in the performance of the proposed
16 grant has been listed on the EPA List of Violating Facilities;

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

21 40.3 It will notify COUNTY and EPA about any known violation of the
22 above laws and regulations.

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

25 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
26 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those
27 provisions set down by the OMB and published in the Federal Register dated
28 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and

1 regulations. it is mutually understood that any contract which utilizes
2 Federal monies in excess of \$100,000 must contain and CONTRACTOR must certify
3 compliance utilizing a form provided by ADMINISTRATOR that cites the
4 following:

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

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

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

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

27 3) He or she will include the language of this
28 certification in all subcontract awards at any tier and require that all

1 recipients of subcontract awards in excess of \$100,000 shall certify and
2 disclose accordingly.

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

9 42. POLITICAL ACTIVITY

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

13 43. TERMINATION PROVISIONS

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

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

24 43.3 The obligations of COUNTY under this Agreement are contingent upon
25 the availability of Federal and/or State funds, as applicable, for the
26 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
27 for the services hereunder in the budget approved by the Orange County Board
28 of Supervisors each fiscal year this Agreement remains in effect or operation.

1 In the event that such funding is terminated or reduced, ADMINISTRATOR may
2 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
3 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
4 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
5 notification of such determination. CONTRACTOR shall immediately comply with
6 ADMINISTRATOR's decision.

7 43.4 If any provision of this Agreement or the application thereof is
8 held invalid, the remainder of this Agreement shall not be affected thereby.

9 44. GOVERNING LAW AND VENUE

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

19 45. SIGNATURE IN COUNTERPARTS

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

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

By: _____
JAMES A. BOX
CITY MANAGER
CITY OF STANTON

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

Dated: _____

Dated: _____

By: _____
JOHN BOEZINGER
INTERIM EXECUTIVE DIRECTOR
CAMP FIRE ORANGE COUNTY

Dated: _____

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

ATTEST:

By: _____
CATHY SEELIG
EXECUTIVE DIRECTOR
FRIENDLY CENTER, INC.

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

Dated: _____

By: _____
CAROL WILLIAMS
EXECUTIVE DIRECTOR
INTERVAL HOUSE

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Anne Lee
DEPUTY

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

Dated: 4/27/15

Dated: _____

1 EXHIBIT A
 2 TO
 3 AGREEMENT
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 CITY OF STANTON
 8 AND
 9 CAMP FIRE ORANGE COUNTY
 10 AND
 11 FRIENDLY CENTER, INC.
 12 AND
 13 INTERVAL HOUSE
 14 AND
 15 WESTERN YOUTH SERVICES
 16 FOR THE PROVISION OF
 17 SERVICES PROMOTING SAFE AND STABLE FAMILIES
 18

19 1. POPULATION TO BE SERVED

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

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

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

9 2. PSSF & CBCAP FUNDING REQUIREMENTS

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

15 2.2 PSSF Outcomes: Services must meet a minimum of one (1) of the
16 following PSSF outcomes:

17 2.2.1 Children are, first and foremost, protected from abuse
18 and neglect.

19 2.2.2 Children are safely maintained in their own homes
20 whenever possible and appropriate.

21 2.2.3 Children have permanency and stability in their living
22 situations.

23 2.2.4 The continuity of family relationships and connections is
24 preserved for children.

25 2.2.5 Families have enhanced capacity to provide for their
26 children's needs.

27 2.2.6 Children receive appropriate services to meet educational
28 needs.

1 2.2.7 Children receive adequate services to meet physical and
2 mental health needs.

3 2.3 The four (4) PSSF service categories are as follows:

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

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

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

27 2.3.4 Adoption Promotion and Support: Adoption Promotion and
28 Support (APS) services are designed to encourage more adoptions out of the

1 foster care system when adoptions promote the best interest of children, and
2 include such activities as pre- and post-adoptive services designed to
3 expedite the adoption process and support adoptive families.

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

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

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

27 2.7 CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload
28 standards as set forth in this Paragraph and as authorized by COUNTY, without

1 reducing the level of service to be provided by CONTRACTOR. This agreement
2 must be in writing.

3 3. HOURS OF OPERATION

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

17 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
18 schedule which is as follows: New Year's Day, Martin Luther King Day,
19 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
20 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
21 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written
22 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
23 schedule. Any unauthorized closure shall be deemed in material breach of this
24 Agreement, pursuant to Paragraph 18, and shall not be reimbursed. CONTRACTOR
25 is encouraged to provide contracted services on holidays, whenever possible.

26 4. FACT GENERAL REQUIREMENTS

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

28 ///

1 4.1 Maintain a community facility that offers multiple programs
2 including, but not limited to the following core services: a case management
3 team, counseling, family support services, parenting education, domestic
4 violence prevention and treatment (Personal Empowerment Program), out-of-
5 school-time youth program, TFR family fun activities, foster/adoptive parent
6 recruitment, and information and referral services in support of achieving
7 FaCT goals.

8 4.2 Operate as a collaborative that includes Contractor Partner
9 Agencies, which are FaCT-Funded and a minimum of two (2) Non-FaCT Funded
10 Partner Agency(ies) who are providing onsite services at the FRC.

11 4.3 Have each Non-FaCT Funded Partner Agency(ies) sign a memorandum of
12 understanding or agreement specifying their commitment to provide services
13 throughout the term of this Agreement.

14 4.4 Designate STN to function as both the designated lead agency and
15 the program management lead agency. The fiscal and program management
16 responsibilities shall include those referenced in Paragraph 19 of this
17 Agreement.

18 4.5 Provide bilingual staff responsible for direct services that are
19 language appropriate.

20 4.6 Provide services that are culturally responsive to the needs of
21 the community to be served.

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

26 4.8 Provide all services at the FRC. Services may also be offered in-
27 home, at schools, and other community locations as needed and as mutually
28 agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required

1 for all Clinical Supervision, Family Support Services, Counseling and Case
2 Management Team services.

3 4.9 Collaborate with other Contractor Partner Agencies and Non-FaCT
4 Funded Partner Agency(ies) to ensure participants complete FaCT required
5 registration, consent, sign-in forms, satisfaction surveys, and/or complete
6 assessment tools referenced in Subparagraph 8.5 of this Exhibit when receiving
7 services requiring an assessment.

8 4.10 Collaborate with COUNTY staff and COUNTY'S contracted Differential
9 Response (DR) and Family Stabilization (FS) services staff who provide
10 services to Social Services Agency (SSA) clients.

11 5. SERVICES

12 Throughout this Exhibit, the Contractor Partner Agencies shall
13 hereinafter be referred to as: City of Stanton (STN), Camp Fire Orange County
14 (CFOC), Friendly Center, Inc. (FC), Interval House (IH), and Western Youth
15 Services (WYS).

16 5.1 Clinical Supervision (WYS):

17 5.1.1 WYS shall provide Clinical Supervision services to ensure
18 the quality of counseling services provided at the FRC.

19 5.1.2 WYS' Clinical Supervision services shall include, but are
20 not limited to: individual and group clinical supervision for counselor(s) at
21 the FRC, recruitment and supervision of Master's level counseling interns,
22 case consultation, verification of laws of confidentiality, and ensuring that
23 child and elder/dependent adult abuse reporting requirements are followed.

24 5.1.3 WYS' Clinical Supervision services shall be provided for
25 a minimum of two (2) hours per week and shall be based on the CONTRACTOR'S
26 counseling agency supervision requirements.

27 5.1.4 WYS' Clinical Supervision shall be offered continuously
28 throughout the term of this Agreement.

1 5.1.5 WYS shall provide a qualified licensed Clinical
2 Supervisor as specified in Subparagraph 14.4 of this Exhibit.

3 5.2 Counseling Services (WYS):

4 5.2.1 The objectives of Counseling Services are as follows:

5 5.2.1.1 Increase the availability of counseling services
6 for appropriate non Medi-Cal clients, underinsured clients, and clients
7 experiencing barriers to accessing mental health services.

8 5.2.1.2 Increase participant’s coping skills in dealing
9 with stress.

10 5.2.1.3 Increase access to social support systems.

11 5.2.1.4 Facilitate linkages to appropriate and needed
12 treatment programs (e.g., domestic violence, substance abuse, mental health,
13 etc.).

14 5.2.1.5 Reduce risk of violence in the home.

15 5.2.1.6 Improve individual and family functioning.

16 5.2.2 WYS shall provide Crisis, Group, and Individual
17 Counseling services for a minimum of one hundred and thirty-five (135)
18 unduplicated PARTICIPANTS annually. Counseling services shall include, but
19 are not limited to; providing emotional support; stabilizing immediate crisis;
20 developing goals for PARTICIPANTS who are experiencing a crisis due to
21 interpersonal conflicts, family crisis, difficult parenting issues,
22 challenging child needs, and/or traumatic loss. Counseling services will
23 address: parenting issues; cycle of abuse; victimization; enhance family
24 dynamics; and make appropriate linkages to all needed treatment programs and
25 social support systems. The Counselor and/or designee, as approved by
26 ADMINISTRATOR, shall attend the FRC Case Management Team meetings.

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

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

3 5.2.4 WYS shall provide Crisis Counseling for a minimum of
4 thirty (30) Individuals annually. WYS shall offer Crisis Counseling services
5 for a minimum of one (1) and not exceed four (4) sessions per PARTICIPANT.
6 Crisis Counseling sessions shall be based on motivational interviewing and
7 solution focused intervention. Counseling sessions shall be a minimum of
8 fifty (50) minutes in duration, or as clinically indicated by the clinician,
9 and offered to PARTICIPANTS on a weekly basis.

10 5.2.5 WYS shall provide Group Counseling for a minimum of
11 ninety (90) individuals for Group Counseling. WYS shall offer a minimum of
12 eight (8) Group Counseling series annually. Each series shall consist of six
13 (6) weekly stand-alone sessions. Group Counseling sessions shall be a minimum
14 of fifty (50) minutes in duration. PARTICIPANTS are invited to join ongoing
15 group(s) appropriate for their age, gender, and role after an initial welcome
16 meeting with the assigned counselor. Group Counseling topics will address
17 common concerns for the PARTICIPANTS served, do not build upon one another,
18 and shall include, but are not limited to, seeking safety and self-care.
19 PARTICIPANTS may join at any point in time and considered as having
20 successfully completed group counseling after having attended six (6)
21 sessions.

22 5.2.6 WYS shall provide Individual Counseling for a minimum of
23 fifteen (15) individuals annually. WYS shall offer Individual Counseling
24 sessions for a minimum of four (4) and not exceed twenty (20) sessions in
25 duration per PARTICIPANT. Individual Counseling will utilize cognitive
26 behavioral therapy, a trauma-focused model.

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1 5.2.7 WYS shall provide qualified, bilingual licensed clinician
2 or license-eligible Counselor, staff as specified in Subparagraph 14.6 of this
3 Exhibit.

4 5.3 Family Support Services (FC):

5 5.3.1 The objectives of Family Support Services are as follows:

6 5.3.1.1 Increase families' follow-through with service
7 providers.

8 5.3.1.2 Increase access to resources.

9 5.3.1.3 Increase effective coordination of services
10 among providers.

11 5.3.1.4 Assist in accessing resources so families may
12 achieve economic self-sufficiency

13 5.3.2 FC shall provide Family Support Services for a minimum of
14 one hundred and twenty-five (125) unduplicated FAMILIES annually. Family
15 Support Services are those services employing a case manager (e.g., Family
16 Support Specialist) responsible for assessing the strengths and meeting the
17 multiple needs of a PARTICIPANT and family; arranging, coordinating,
18 monitoring, evaluating, and advocating for multiple services for families.
19 The primary goal of case management shall be to link PARTICIPANTS with
20 multiple needs to resources, services, and opportunities; The Family Support
21 Specialist shall also teach and empower PARTICIPANTS to access community
22 resources and to strengthen problem solving skills.

23 5.3.3 FC shall provide Family Support Services continuously
24 throughout the term of this Agreement during FRC operating hours or at dates
25 and times convenient for PARTICIPANTS. FC shall provide Family Support
26 Services for a minimum of thirty (30) days.

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1 5.3.4 FC shall primarily provide Family Support Services in
2 family's home, at the FRC, or at other community locations as needed with
3 advance written approval by ADMINISTRATOR.

4 5.3.5 FC shall provide qualified, bilingual Family Support
5 Specialist, staff as specified in Subparagraph 14.9 of this Exhibit.

6 5.4 Foster and Adoptive Parent Recruitment (STN):

7 5.4.1 The objective of Foster and Adoptive Parent Recruitment
8 Services is to increase foster/adoptive awareness to prospective caregivers.

9 5.4.2 STN shall help promote, in collaboration with
10 ADMINISTRATOR, the need for foster and adoptive resources for children in need
11 of a permanent home. Promotional activities may include, but are not limited
12 to: displaying media or printed material at the FRC, promotion at community
13 events/workshops, and distribution of flyers and other marketing materials to
14 local community residents.

15 5.4.3 STN shall refer a minimum of four (4) unduplicated
16 PARTICIPANTS annually to become foster/adoptive parents. STN shall provide
17 outreach and marketing to local colleges offering foster parenting and
18 adoptive parenting classes.

19 5.4.4 STN's Foster and Adoptive Parent Recruitment Services
20 shall be offered continuously throughout the term of this Agreement during FRC
21 hours. Foster and Adoptive Parent Recruitment shall be offered at the FRC and
22 other community locations as needed and approved by ADMINISTRATOR.

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

25 5.4.6 STN, through its Community Services Department and on an
26 in-kind basis, shall provide qualified Foster and Adoptive Parent Recruiter
27 staff as specified in Subparagraph 14.10 of this Exhibit.

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1 5.5 FRC Case Management Team (WYS):

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

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

6 5.5.1.2 Improve resource linkages.

7 5.5.1.3 Improve individual and family functioning.

8 5.5.1.4 Decrease duplication of services.

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

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

25 5.5.3 WYS, in coordination with Contractor Partner Agencies,
26 shall provide FRC CMT services for a minimum of seventy-five (75) unduplicated
27 FAMILIES annually. FRC CMT services shall include, but are not limited to,
28 the following components:

1 5.5.3.1 Assessment: The FRC CMT Clinical Supervisor,
2 based on input from the CMT, shall complete an assessment of PARTICIPANTS'
3 strengths and needs and community resources available to PARTICIPANT.

4 5.5.3.2 Individualized Treatment Plan: On the basis of
5 the assessment in Subparagraph 5.5.3.1 the FRC CMT Clinical Supervisor shall
6 develop an individualized treatment plan with the PARTICIPANT that identifies
7 priorities, desired outcomes, the strategies and resources to be used in
8 attaining the outcomes, follow up, and termination.

9 5.5.3.3 Reassessment: The FRC CMT Clinical Supervisor
10 and CMT shall reassess the PARTICIPANT's status, with input from Contractor
11 Partner Agencies, in a weekly clinical review of cases. FRC CMT shall provide
12 weekly evaluations and assessment for PARTICIPANTS.

13 5.5.3.4 Termination: The FRC CMT Clinical Supervisor and
14 FRC CMT shall terminate the case from FRC CMT when the desired outcomes have
15 been attained, the PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

16 5.5.4 WYS shall provide FRC CMT services during Family Resource
17 Center (FRC) operating hours continuously throughout the term of this
18 Agreement. FRC CMT shall be scheduled a minimum of one (1) day per week for a
19 minimum of one (1) hour in duration. WYS's FRC CMT Clinical Supervisor shall
20 facilitate FRC CMT meetings.

21 5.5.5 WYS shall measure progress by ensuring PARTICIPANTS
22 complete the required forms referenced in Subparagraph 4.9 and the FRC CMT
23 Tracking and Outcomes Log specified in Subparagraph 8.5.

24 5.5.6 WYS shall provide qualified FRC CMT Clinical Supervisor
25 staff to facilitate FRC CMT meetings as specified in Subparagraphs 14.11 of
26 this Exhibit.

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1 5.6 Information and Referral Services (STN):

2 5.6.1 The objective of Information and Referral Services is to
3 increase access to community resources for families in need.

4 5.6.2 STN shall provide Information and Referral Services for a
5 minimum of one thousand (1,000) unduplicated PARTICIPANTS annually.
6 Information and Referral Services shall include an assessment of need and
7 referral to services including, but are not limited to the following:
8 emergency housing, emergency food, family counseling, childcare, substance
9 abuse counseling and treatment, parenting training, utility assistance, health
10 and mental health treatment, education and job training, legal aid, youth
11 academic and recreation services. The Information and Referral Specialist
12 shall collaborate with other community agencies by receiving and referring
13 PARTICIPANTS which may include, but not limited to 2-1-1 Orange County, Help
14 Me Grow, etc.

15 5.6.3 Information and Referral Specialist shall be stationed at
16 the FRC reception area as the first point of contact for walk-in and
17 telephone/email inquiries during FRC operating hours. Information and
18 Referral Services shall be offered during FRC operating hours.

19 5.6.4 STN shall provide qualified, bilingual Information and
20 Referral Specialist, staff as specified in Subparagraph 14.13 of this Exhibit.

21 5.7 Other Services - Emergency Assistance (FC):

22 5.7.1 FC shall provide Emergency Assistance services to a
23 minimum of four hundred (400) unduplicated PARTICIPANTS annually. Emergency
24 Assistance services shall include, but are not limited to, the following:
25 emergency food, utility assistance (e.g., Southern California Edison and
26 Southern California Gas Company), hygiene items (e.g., soap, shampoo,
27 toothbrush/paste, and feminine products), diapers, laundry detergent, and
28 clothing as needed. PARTICIPANTS may receive Emergency Assistance services

1 once a year and shall be referred to FC's supplemental food program for
2 ongoing food assistance and Family Support Services for additional assistance
3 needs.

4 5.7.2 FC shall provide Emergency Assistance services
5 continuously throughout the term of this Agreement during FRC operating hours
6 at dates and times convenient for PARTICIPANTS.

7 5.7.3 FC shall provide qualified Family Services Assistant
8 staff as specified in Subparagraph 14.8 of this Exhibit.

9 5.8 Other Services - Food Distribution (FC):

10 5.8.1 FC shall provide Food Distribution services to a minimum
11 of three thousand (3,000) duplicated PARTICIPANTS annually. PARTICIPANTS may
12 access food as often as needed. Food Distribution services shall include food
13 distributions (e.g., produce, dairy, meats, and bread) from local markets and
14 monthly food distributions from Food Banks.

15 5.8.2 FC shall provide Food Distribution services continuously
16 throughout the term of this Agreement during FRC operating hours at dates and
17 times convenient for PARTICIPANTS.

18 5.8.3 FC shall provide qualified Family Services Assistant
19 staff as specified in Subparagraph 14.8 of this Exhibit.

20 5.9 Out-of-School-Time Youth Program (STN and CFOC):

21 5.9.1 The objectives of Out-of-School Time Youth Program are as
22 follows:

23 5.9.1.1 Increase social connection amongst peers.

24 5.9.1.2 Provide a safe place for school-aged children.

25 5.9.1.3 Increase enrichment opportunities to enhance
26 academic achievement and healthy social behavior.

27 5.9.2 STN, in coordination with CFOC, shall jointly provide
28 Out-of-School-Time Youth Program Services for a minimum of forty (40)

1 unduplicated PARTICIPANTS annually. Out-of-School-Time Youth Program will
2 provide PARTICIPANTS with a safe and nurturing place during after school and
3 non-school hours. Activities may include, but are not limited to: recreation,
4 education, healthy development, artistic and cultural enrichment, and
5 leadership development.

6 5.9.3 STN in coordination with CFOC shall jointly offer Out-of-
7 School-Time Youth Program services during spring, summer, and winter school
8 breaks to fill the gaps with morning and afternoon activity sessions, and
9 weekend excursions and events.

10 5.9.4 STN shall provide qualified Out-of-School-Time Youth
11 Leader staff as specified in Subparagraph 14.14 of this Exhibit. CFOC shall
12 provide qualified Site Coordinator staff as specified in Subparagraph 14.18 of
13 this Exhibit.

14 5.10 Parenting Education (WYS):

15 5.10.1 The objectives for Parent Education are as follows:

16 5.10.1.1 Increase social support.

17 5.10.1.2 Enhance coping skills.

18 5.10.1.3 Improve knowledge of child development.

19 5.10.1.4 Improve knowledge of appropriate and effective
20 discipline.

21 5.10.2 WYS shall provide Parenting Education services for a
22 minimum of sixty (60) unduplicated PARTICIPANTS annually. Parenting Education
23 services shall utilize only an evidence-based or evidence-informed curriculum.
24 Elements of an effective parenting education program shall: improve parenting
25 skills and family functioning by teaching parents/caregivers about child
26 development (e.g., developmental expectations), behavior management (e.g.,
27 discipline techniques), and coping skills (e.g., communication and stress
28 management). As applicable, parenting education emphasis shall be placed on

1 the prevention of recurrence of child abuse and/or shall address attachment,
2 bonding, and traumatic loss issues. Parenting Education topics shall include,
3 but not be limited to the following: address parent responsibilities, provide
4 psychologically based behavior principles, stress importance of appropriate
5 discipline and support, self-control, emotional regulation, attachment and
6 bonding from birth throughout childhood, difficulties inherent throughout
7 childhood, open and honest communication, praise and acknowledgement,
8 disruptive cycles of inappropriate parenting and replacing them with healthy
9 and supportive parenting. WYS will use the Love and Logic curriculum, an
10 evidence-based program.

11 5.10.3 WYS shall provide a minimum of six (6) Parenting
12 Education series annually comprised of six (6) weekly sessions, each with ten
13 (10) PARTICIPANTS per session. Each session shall be a minimum of two (2)
14 hours in duration. Parenting Education services shall be provided during the
15 term of this Agreement during operating FRC hours or at dates and times
16 convenient for PARTICIPANTS.

17 5.10.4 WYS shall ensure completion of required paperwork when
18 providing parenting education to PARTICIPANTS receiving child welfare
19 services, including, but not limited to, verification of attendance, issuance
20 of certificates of completion, and verbal and/or written reports to COUNTY
21 Social Workers.

22 5.10.5 WYS shall provide qualified, bilingual Parenting
23 Educator, staff as specified in Subparagraph 14.15 of this Exhibit.

24 5.11 Personal Empowerment Program (Certified Domestic Violence
25 Prevention and Treatment Education Program) - General and Time-Limited Family
26 Reunification Participants (IH):

27 5.11.1 The objectives of Personal Empowerment Program (PEP) are
28 as follows:

1 5.11.1.1 Increase victim's awareness of the threat of
2 domestic violence and its short/long term effects.

3 5.11.1.2 Develop or enhance safety plan for domestic
4 violence victims.

5 5.11.1.3 Increase victim's understanding of the effects
6 domestic violence has on children.

7 5.11.1.4 Increase victim's awareness on the various types
8 of abuse.

9 5.11.1.5 Promote safety and permanency in homes and
10 communities through prevention efforts aimed at child abuse and domestic
11 violence.

12 5.11.2 IH shall provide PEP services for a minimum of forty (40)
13 unduplicated PARTICIPANTS annually. PEP services shall be comprised of a ten
14 (10) week educational support program designed to help victims break the cycle
15 of domestic violence through the following: education on the dynamics of
16 domestic violence; effects of violence on victims and their children; and to
17 help victims protect children who live in domestic violence homes. PEP topics
18 shall include, but are not limited to: safety planning, boundaries, anger
19 management, legal aspects of domestic violence, working through denial, and
20 maintaining healthy relationships. Services shall target the general
21 community as well as COUNTY's TLFR population.

22 5.11.3 IH shall provide PEP groups continuously throughout the
23 term of this Agreement. Each PEP group shall be a minimum of two (2) hours in
24 duration. IH shall provide PEP services during FRC operating hours at dates
25 and times convenient for PARTICIPANTS.

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1 5.11.4 When providing PEP services to COUNTY's TLFR population,
2 IH shall also be required to include, but not be limited to, verification of
3 attendance, issuance of certificates of completion, and verbal and/or written
4 reports to COUNTY Social Workers.

5 5.11.5 IH shall provide qualified PEP Instructor staff as
6 specified in Subparagraph 14.16 of this Exhibit. During the entire term of
7 this Agreement, PEP providers must be approved by the PEP Program
8 Collaborative of Orange County.

9 5.12 Time-Limited Family Reunification Family Fun Activities (STN):

10 5.12.1 The objectives of Time-Limited Family Reunification
11 (TLFR) Family Fun Activities are as follows:

12 5.12.1.1 Increase parent-child bonding.

13 5.12.1.2 Provide a safe and enriching, interactive
14 environment for TLFR families.

15 5.12.2 STN shall provide in-kind TLFR Family Fun Activities
16 services to PARTICIPANTS. In addition to PARTICIPANTS referenced in Paragraph
17 1, TLFR Family Fun Activities may also include: children that are removed from
18 their home and placed in a foster family home or a childcare institution and
19 parents or primary caregiver of such a child, in order to facilitate the
20 reunification of the child, safely and appropriately.

21 5.12.3 STN shall provide in-kind TLFR Family Fun Activities
22 services for a minimum of ten (10) unduplicated PARTICIPANTS (i.e., families)
23 annually. TLFR Family Fun Activities shall include supervised and organized
24 activities and events for children of parents and/or caregivers in the
25 reunification process. Activities can include arts and cultural enrichment,
26 education, and recreation to promote healthy parent-child bonding, quality
27 time, and communication. In the event a parent is participating in
28 monitored/supervised visitation while simultaneously participating in a Family

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

3 5.12.4 STN shall provide a minimum of four (4) in-kind TLFR
4 Family Fun Activities (events) annually; topics may include, but are not
5 limited to the following: Cinco de Mayo, Easter Egg Hunt, Kids Night Out,
6 Halloween Fun with Family and Friends, and Santa's Siren.

7 5.12.5 STN's TLFR Family Fun Activities services shall address
8 only the following PSSF category: TLFR.

9 5.12.6 STN, on an in-kind basis, shall provide qualified TLFR
10 Family Fun Activities Leader staff through its Community Services Department
11 as referenced in Subparagraph 14.20 of this Exhibit.

12 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

13 6.1 In addition to providing the services described in Paragraph 2.3
14 of this Exhibit A, CONTRACTOR agrees to:

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

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

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

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 need on an
11 annual basis; develop parent and youth leadership; and engage business
12 community to provide tangible support and leadership. CEAC shall enlist broad
13 community support and advocacy for the FRC by fundraising for the FRC and
14 hosting events. A minimum of one thousand dollars (\$1,000) shall be allocated
15 to the CEAC within the FRC budget for the purposes of its members to use for
16 planning events, and other activities as deemed necessary by the CEAC
17 committee. FC shall provide a qualified Community Engagement Volunteer
18 Coordinator staff as specified in 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 STN shall provide a minimum of four hundred eighteen (418) hours
24 annually to childcare services at the FRC to children of parents attending FRC
25 programs during FRC operating hours, continuously throughout the term of this
26 Agreement or 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. STN 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, delivery fees for food programs, emergency clothing,
7 diapers, medicine, bus tickets to access services, safety items, one-time rent
8 payment assistance, and one-time utility payment assistance. Other allowable
9 costs are to be approved in advance and in writing by ADMINISTRATOR. All
10 purchases from FRC Emergency Assistance Funds in excess of one hundred (\$100)
11 dollars per client shall be requested in advance and in writing for approval
12 by ADMINISTRATOR. CONTRACTOR shall research available community resource
13 options prior to approving expenditures.

14 7. FACILITIES

15 7.1 Stanton Family Resource Center is located at:
16 11822 Santa Paula Street
17 Stanton, CA 90680-3529

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

20 City of Stanton
21 7800 Katella Avenue
22 Stanton, CA 90680-3123

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 identifies 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 8.3 Services provided at the FRC fall under one or more of the
20 protective factors. FaCT core services have their own measurement tool that
21 shall be administered and used to collect data and entered into the FaCT
22 database. The current FaCT database system is a Web-based client management
23 system, managed by FaCT and its administrative contractor, which provides
24 contractual and outcome based reporting for each FRC. FRCs shall work closely
25 with ADMINISTRATOR to maximize utility and adhere to confidentiality within
26 the data system. FaCT shall provide technical assistance and training to the
27 FRCs to ensure strong data collection and outcome reporting.

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

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

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

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

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

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

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

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

8.6 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 8.7 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 8.8 The COUNTY measurement tools, referenced in Subparagraph 8.5, 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 (20th) day of each month for the preceding month of services.
18 In the event the twentieth (20th) 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.

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.

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10. UTILIZATION REVIEW

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

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

11. SUSTAINABILITY

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

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

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

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

11.3.2 Training programs developed by or for FaCT;

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

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

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 13.11 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 1st 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.

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

24 13.8.1 Consideration for an exception to the provision described
25 in Subparagraph 13.7 will be considered on a case-by-case basis and shall be
26 approved at the sole discretion of COUNTY.

27 13.9 In the event ADMINISTRATOR reduces the maximum obligation as
28 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> ⁽¹⁾	<u>Hourly Maximum Rate</u> ⁽²⁾	<u>Budget</u>
<u>SALARIES</u>			
<u>City of Stanton (STN)</u> ^(6 and 8)			
FRC Coordinator (Admin.)	1.00	\$29.00	\$ 52,728
Childcare Worker (Service 6.2)	0.21	15.00	5,009
Information and Referral Specialist (Service 5.6)	1.00	20.00	33,946
Out-of-School-Time Youth Leader (Service 5.9)	0.50	15.00	<u>20,000</u>
SUBTOTAL STN SALARIES:			\$111,683
STN Benefits (29%) ^(3 and 5)			<u>31,197</u>
SUBTOTAL STN SALARIES AND BENEFITS:			\$142,880
<u>Camp Fire Orange County (CFOC)</u> ⁽⁶⁾			
Executive Director (Admin.)	0.05	\$25.00	\$ 2,600
Site Coordinator (Service 5.9)	0.25	16.00	<u>8,320</u>
SUBTOTAL CFOC SALARIES:			\$ 10,920
CFOC Benefits (18%) ^(3 and 5)			<u>1,966</u>
SUBTOTAL CFOC SALARIES AND BENEFITS:			\$ 12,886
<u>Friendly Center, Inc. (FC)</u> ⁽⁶⁾			
Community Engagement Volunteer Coordinator (Service 6.1.4)	0.50	\$13.00	\$ 12,480

1	Family Service Assistant (Services 5.7 and 5.8)	0.25	13.00	6,240
	Family Support Specialist (Service 5.3)	1.00	15.00	29,120
2	Site Coordinator (Admin.)	0.25	18.00	<u>9,360</u>
3	SUBTOTAL FC SALARIES:			\$ 57,200
	FC Benefits (14%) ^(3 and 5)			<u>8,008</u>
4	SUBTOTAL FC SALARIES AND BENEFITS:			\$ 65,208
5	<u>Interval House (IH) ⁽⁶⁾</u>			
6	Personal Empowerment Program Instructor (Service 5.11)	0.225	\$22.75	\$ <u>10,296</u>
7	SUBTOTAL IH SALARIES:			\$ 10,296
	IH Benefits (22%) ^(3 and 5)			<u>2,161</u>
8	SUBTOTAL IH SALARIES AND BENEFITS:			\$ 12,457
9	<u>Western Youth Services (WYS) ⁽⁶⁾</u>			
10	Clinical Supervisor (Service 5.1)	0.05	\$34.85	\$ 3,624
	Counselor (Service 5.2)	0.50	26.44	27,497
11	FRC CMT Clinical Supervisor (Service 5.5)	0.10	34.85	7,248
	Parenting Educator (Service 5.10)	0.0375	26.44	2,062
12	Program Director (Admin.)	0.0125	34.85	<u>906</u>
13	SUBTOTAL WYS SALARIES:			\$ 41,337
	WYS Benefits (21%) ^(3 and 5)			<u>8,681</u>
14	SUBTOTAL WYS SALARIES AND BENEFITS:			\$ 50,018
15	SUBTOTAL ALL SALARIES AND BENEFITS:			\$283,449
16	<u>PARTICIPANT RELATED SERVICES AND EXPENSES</u>			
	STN Direct Service Expense			\$ 500
17	STN Emergency Assistance Fund			500
	STN Participant Services/Childcare Expense			417
18	CFOC Direct Service Expense			1,500
19	FC CEAC (Service 6.1.6)			1,000
	FC Direct Service Expense			500
20	IH Direct Service Expense			543
21	WYS Direct Service Expense			<u>150</u>
	SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES:			\$ 5,110
22	<u>ADMINISTRATIVE SERVICES AND SUPPLIES ⁽⁶⁾</u>			
23	<u>SERVICES:</u>			
	FC Independent Audit			\$ 200
24	WYS Independent Audit			180
25	<u>SUPPLIES:</u>			
	CFOC Office Supplies			45
26	CFOC Postage			25
27	CFOC Printing/Marketing Materials			175
	CFOC Program Expenses			150
28	FC Office Supplies			1,371

1	FC Postage	200
2	FC Program Expense - Food Pick-Up/Delivery	2,700
3	WYS Offices Supplies	75
4	WYS Program Expense	<u>75</u>
5	SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:	\$ 5,196
6	<u>OPERATING EXPENSES</u> ⁽⁶⁾	
7	CFOC Staff Training	\$100
8	CFOC Telephone Expense	120
9	FC Insurance	1,000
10	WYS Insurance	225
11	WYS Mileage ⁽⁷⁾	300
12	WYS Staff Training	<u>150</u>
13	SUBTOTAL OPERATING EXPENSES:	\$ 1,895
14	<u>INDIRECT COSTS</u> ⁽⁶⁾	
15	WYS Indirect Cost	<u>\$ 4,350</u>
16	SUBTOTAL INDIRECT COSTS:	\$ 4,350
17	SUBTOTAL ALL SALARIES, BENEFITS, PARTICIPANT RELATED SERVICES	
18	AND EXPENSES, ADMINISTRATIVE SERVICES AND SUPPLIES, OPERATING	
19	EXPENSES, AND INDIRECT COSTS:	\$300,000
20	MAXIMUM COUNTY OBLIGATION	<u>\$300,000</u>

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

(2) Maximum hourly rate 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. STN's overall benefit rate shall not exceed twenty-nine percent (29%)

1 of actual salary expense claimed. CFOC's overall benefit rate shall not
2 exceed eighteen percent (18%) of actual salary expense claimed. FC's overall
3 benefit rate shall not exceed fourteen percent (14%) of actual salary expense
4 claimed. IH's overall benefit rate shall not exceed twenty-two percent (22%)
5 of actual salary expense claimed. WYS' overall benefit rate shall not exceed
6 twenty-one percent (21%) of actual salary expense claimed.

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

13 ⁽⁵⁾ Actual expenses for a vacation/sick time accrual, paid to an employee
14 upon separation in accordance with Contractor's established policy, will be
15 included as an itemized amount on the Salary and Benefit Worksheet submitted
16 as part of Contractor's monthly invoice packet. The expense shall be limited
17 to the amount of vacation/sick time earned by the employee during the County
18 fiscal year in which the claim is made, minus any vacation/sick time the
19 employee used during the same fiscal year. For example, if an employee
20 separates on February 15, 2016, the vacation/sick time accrual amount eligible
21 for reimbursement through the Agreement shall be based upon the period of July
22 1, 2015 through February 15, 2016 only.

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

27 ⁽⁷⁾ Mileage is limited to the amount allowed by IRS.
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1 (8) STN shall provide in-kind Foster and Adoptive Parent Recruitment and
2 TLFR Family Fun Activities Services and Foster and Adoptive Parent Recruiter
3 and TLFR Family Fun Activities Leader staff at no cost to COUNTY through its
4 Community Services Department.

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

14 14. STAFF

15 14.1 Recruitment Practices:

16 14.1.1 CONTRACTOR shall use a formal recruitment plan, which
17 complies with Federal and State employment and labor regulations. CONTRACTOR
18 shall hire staff with the education, language skills, and experience necessary
19 to appropriately perform all functions as described in this Agreement.

20 14.1.2 The number of direct service bilingual staff shall meet
21 the needs of the community to be served.

22 14.1.3 CONTRACTOR may be required to submit employer's bilingual
23 certification criteria and/or test results.

24 14.2 CONTRACTOR shall specify the FTE percentage for each service for
25 staff that provides more than one service. The combined FTE for any
26 individual staff may not exceed a 1.0 maximum.

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1 CONTRACTOR shall provide the following described staff positions:

2 14.3 Childcare Worker (STN):

3 14.3.1 Duties: Provide childcare activities at the FRC to
4 children of PARTICIPANTS attending FRC services, observe and monitor
5 children's play activities, record daily observations and information about
6 activities, meals provided, medications administered, provide general health
7 and hygiene instruction such as eating, resting, and toilet habits, read to
8 children, teach arts and crafts (e.g., painting, drawing, handicraft, and
9 songs), organize and participate in recreational activities and games, assist
10 in preparing food for children, serve meals and refreshments to children,
11 regulate rest periods, communicate with FRC Coordinator and agency supervisor,
12 attend all required meetings and trainings, and complete required documents.

13 14.3.2 Qualifications: High school diploma or equivalent and
14 one (1) year of childcare experience, including working with infants.
15 Experience working with school age children in an academic or recreational
16 setting is preferred. Possess the ability to deal with stressful situations,
17 be creative and energetic, knowledge and understanding of services provided at
18 the FRC, and the ability to relate well to individuals from diverse
19 backgrounds, cultures, varied incomes, and education levels. Proficiency in
20 English is required, and bilingual, based on community language need, is
21 preferred.

22 14.4 Clinical Supervisor (WYS):

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

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

7 14.5 Community Engagement Volunteer Coordinator (FC):

8 14.5.1 Duties: Assist in advocacy for the expansion of the FRC
9 CEAC, programs, and activities focusing on issues that affects the health,
10 well-being, and public safety of residents in the FRC community. Oversee
11 community organizing, volunteer recruitment and training, problem solving, and
12 developing and implementing an outreach plan. Support the efforts of local
13 programs to explore donation and service opportunities for the FRC, develop
14 and promote FRC volunteer project activities, develop and maintain regular
15 contact with community organizations, coordinate and communicate with FRC
16 Coordinator, attend all required meetings and trainings, administer FaCT-
17 approved measurement tools, and enter results into the FaCT database.

18 14.5.2 Qualifications Option One (1): Bachelor's degree in
19 human services or related field from an accredited university; two (2) years
20 of experience working with at-risk families and the community, including one
21 (1) year supervision experience, knowledge of public and private social
22 services agencies, community resources, including Federal and State programs;
23 capable of relating well to individuals from diverse backgrounds, cultures,
24 varied income, and education levels; and computer competency. Proficiency in
25 English is required, and bilingual, based on community language need, is
26 preferred.

27 14.5.3 Qualifications Option Two (2): A minimum of five (5)
28 years of experience working with at-risk families and the community, including

1 one (1) supervision experience, knowledge of public and private social
2 services agencies, community resources, including Federal and State programs;
3 capable of relating well to individuals from diverse backgrounds, cultures,
4 varied income, and education levels; and computer competency. Proficiency in
5 English is required, and bilingual, based on community language need, is
6 preferred.

7 14.6 Counselor (WYS):

8 14.6.1 Duties: Provide therapy including assessment treatment
9 planning, termination, and documentation. Administer FaCT-approved pre/post
10 measurement tools and enter results into the FaCT-approved database.

11 14.6.2 Qualifications: Licensed clinician, Associate Clinical
12 Social Worker (ACSW), Marriage and Family Therapist (MFT) Intern, or Masters
13 in Social Work (MSW) Intern enrolled in an accredited graduate program under
14 clinical supervision. Proficiency in English and bilingual, based on
15 community language need, is required.

16 14.7 Executive Director (CFOC):

17 14.7.1 Duties: Responsible for providing the following:
18 oversight of CFOC's FaCT funded services, program, and operations; evaluation
19 and fiscal management; supervision of CFOC's Site Coordinator.

20 14.7.2 Qualifications: Bachelor's degree from an accredited
21 university and a minimum of five (5) years of experience leading youth
22 development organization(s) and planning and fund development. Possess a
23 collaborative and team-oriented approach to programming, excellent written and
24 verbal communication skills, strong organizational skills, and the ability to
25 manage multiple tasks. Proficiency in English is required.

26 14.8 Family Service Assistant (FC):

27 14.8.1 Duties: Responsible for overseeing FC programs at the
28 FRC; training and supervising volunteers; monitoring, administering,

1 compiling, and recording data on number of participants served and products
2 received into FaCT approved database; assessing food needs in the community
3 and linking families to food programs; compiling reports to collaborate food
4 partnerships; and communicating food needs to the FRC Coordinator.

5 14.8.2 Qualifications: High school diploma or equivalent and
6 one (1) year of community experience working directly with families in crisis
7 and the community, knowledge of local resources, excellent customer service
8 skills, and computer competency (i.e., knowledge and ability to use computers
9 and related technology). Proficiency in English and bilingual, based on
10 community need, is required.

11 14.9 Family Support Specialist (FC):

12 14.9.1 Duties: Responsible for assessing needs and assisting
13 families to access resources to meet those needs, including court ordered
14 families to facilitate family reunification; case planning; compiling and
15 maintain records; preparing reports; attending and participating in CMT
16 meetings; completing FaCT approved assessment tools; data entry into FaCT-
17 approved database; and attending all required FaCT meetings and trainings.

18 14.9.2 Qualifications Option One (1): Bachelor's degree in
19 human services or related field from an accredited university; knowledge of
20 the child welfare system; and two (2) years of experience working directly
21 with families in crisis and the community. Proficiency in English and
22 bilingual, based on community language need, is required.

23 14.9.3 Qualifications Option Two (2): A minimum of five (5)
24 years of experience working directly with families in crisis and the
25 community, and knowledge of the child welfare system. Proficiency in English
26 and bilingual, based on community language need, is required.

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1 14.10 Foster and Adoptive Parent Recruiter (STN):

2 14.10.1 Duties: Responsible for promoting at community
3 events/workshops and other local community events, in collaboration with
4 ADMINISTRATOR, the need for foster and adoptive resources for children in need
5 of a permanent home.

6 14.10.2 Qualifications: High school diploma or equivalent, one
7 (1) year of experience working directly with families in crisis and community,
8 knowledge of local resources, excellent customer service skills, and computer
9 competency. Proficiency in English and bilingual, based on community language
10 need, is required.

11 14.11 FRC CMT Clinical Supervisor (WYS):

12 14.11.1 Duties: Facilitate case management team group process,
13 ensure thorough assessment and linkages for families to resources, and ensure
14 team and/or staff members follow up on all mandated reporting requirements.
15 Responsibilities include, but are not limited to:

16 14.11.1.1 Verify and track attendance of required FRC
17 CMT members;

18 14.11.1.2 Ensure PARTICIPANT confidentiality/release
19 forms are signed by PARTICIPANT and FRC CMT members;

20 14.11.1.3 Review the laws of confidentiality and child,
21 elder/dependent adult abuse reporting on an annual basis and ensure compliance
22 for each case presented;

23 14.11.1.4 Ensure all FRC CMT cases conferenced are
24 multiple needs cases (i.e., not just information and referral);

25 14.11.1.5 Facilitate weekly review of FRC CMT cases,
26 including a thorough assessment of needs, treatment plan, and termination;

27 14.11.1.6 Provide and coordinate ongoing cross-training
28 to FRC CMT on clinical training needs;

1 14.11.1.7 Ensure families are invited to the FRC CMT
2 meetings;

3 14.11.1.8 Maintain a binder of weekly case logs and
4 registration forms for each case conferenced at FRC CMT;

5 14.11.1.9 Complete standardized FRC CMT assessment
6 tools, ensuring COUNTY required FRC CMT data is accurately entered into FaCT
7 database; and

8 14.11.1.10 Actively engage new collaborative partners
9 and/or other COUNTY agency representatives to conference cases that would
10 benefit families.

11 14.11.2 Qualifications: LCSW, MFT, or Licensed Clinical
12 Psychologist. A minimum of one (1) year of group/meeting facilitation
13 experience is preferred. Proficiency in English is required.

14 14.12 FRC Coordinator (STN):

15 14.12.1 Duties: Perform a variety of administrative functions;
16 coordinate service providers; supervise FRC staff; oversee day-to-day FRC
17 operations; compile statistical and financial data for various reports;
18 facilitate community involvement in the CEAC; coordinate governance and policy
19 procedure development; coordinate staff training opportunities; prepare and
20 monitor program budget; perform outreach to community businesses and schools;
21 market FRC services within the community; initiate outreach to new partners
22 and service providers; address public inquiries regarding FRC services,
23 procedures, operations, and regulations; facilitate FRC Contractor Partner
24 Agencies and staff meetings, and ensure completion of meeting minutes;
25 complete all required documentation; attend all required FaCT meetings and
26 trainings; and perform related duties as assigned.

27 14.12.2 Qualifications Option One (1): Bachelor's degree (or
28 Master's degree preferred) in social work, sociology, psychology, or related

1 field from an accredited university; two (2) years of experience working with
2 at-risk families and the community; knowledge of the child welfare system;
3 capable of relating well to individuals from diverse backgrounds, cultures,
4 varied income, and education levels; supervisory experience in management;
5 ability to work successfully in a collaborative environment; attention to
6 detail; and computer competency. Proficiency in English is required and
7 bilingual, based on community language need, is preferred.

8 14.12.3 Qualifications Option Two (2): A minimum of five (5)
9 years of experience working with at-risk families and the community; knowledge
10 of the child welfare system; capable of relating well to individuals from
11 diverse backgrounds, cultures, varied income, and education levels;
12 supervision experience; ability to work successfully in a collaborative
13 environment; attention to detail; and computer competency. Proficiency in
14 English is required and bilingual, based on community language need, is
15 preferred.

16 14.13 Information and Referral Specialist (STN):

17 14.13.1 Duties: Responsible for responding to walk-in, call-in,
18 and referred PARTICIPANTS seeking community resources. Assess PARTICIPANTS
19 immediate needs and make referrals to appropriate resources. Administer FaCT-
20 approved measurement tools and enter results into the FaCT database.

21 14.13.2 Qualifications: High school diploma or equivalent, one
22 (1) year of experience working directly with families in crisis and community,
23 knowledge of local resources, excellent customer service skills, and computer
24 competency (i.e., knowledge and ability to use computers and related
25 technology). Proficiency in English and bilingual, based on community
26 language need, is required.

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1 14.14 Out-of-School-Time Youth Leader (STN):

2 14.14.1 Duties: Provide supervision and Out-of-School-Time
3 activities to children and youth based on community need, monitor attendance,
4 and ensure the health and safety of the children is maintained at all times.
5 Under the direction of the FRC Coordinator provide a positive role model to
6 youth and teens within the philosophy of the FRC standards and expectations
7 with emphasis on youth leadership development. Coordinate and communicate
8 with FRC Coordinator, attend all required meetings, administer FaCT-approved
9 measurement tools, and enter results into the FaCT-approved database.

10 14.14.2 Qualifications: High school diploma or equivalent,
11 twelve (12) units of child development or related course work, one (1) year of
12 experience working with children, CPR/First Aid and Automated External
13 Defibrillator (AED) certified, knowledge and understanding of services
14 provided at the FRC, and ability to relate well to individuals from diverse
15 backgrounds, cultures, and varied income and education levels is required.
16 Experience working with school age children in an academic or recreational
17 setting, and supervising groups of children is preferred. Proficiency in
18 English is required and bilingual, based on community language need, is
19 preferred.

20 14.15 Parenting Educator (WYS):

21 14.15.1 Duties: Responsible for teaching parenting education
22 classes, administering FaCT-approved pre/post-tests measurement tools, and
23 entering results into the FaCT-approved database.

24 14.15.2 Qualifications: Twelve (12) units of college education
25 in child development, psychology, sociology, social work, or a related field;
26 one (1) year of experience working in the human services field; and trained
27 and/or certified to provide the chosen evidence-based or evidence-informed
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1 curriculum. Proficiency in English and bilingual, based on community language
2 need, is required.

3 14.16 PEP Instructor (IH):

4 14.16.1 Duties: Provide and instruct (PEP) services, monitor
5 attendance, issue certificates of completion, provide written report(s) to
6 County Social Worker, administer FaCT-approved pre/post measurement tools, and
7 enter results into FaCT database, and attend all required meetings and
8 trainings.

9 14.16.2 Qualifications: PEP certified instructor shall possess a
10 minimum of two (2) years of experience working with domestic violence
11 families, forty (40) hours of Domestic Violence Prevention training, eight (8)
12 hours of Child Abuse Prevention and Reporting Training, completion of PEP
13 Training, and a valid Domestic Violence Advocate Certificate is required.
14 Proficiency in English and bilingual, based on community language need is
15 required.

16 14.17 Program Director (WYS):

17 14.17.1 Duties: Responsible for overseeing all WYS' contracted
18 FaCT services at the FRC supervising, FaCT contracted staff, completing
19 required documentation and attending all required meetings.

20 14.17.2 Qualifications: Licensed clinician such as a LCSW, MFT,
21 or Licensed Clinical Psychologist with a minimum of two (2) years post
22 licensure experience; maintain a current licensure and abide by ethical
23 standards promoted by the California Board of Behavioral Sciences (BBS) and
24 professional association to which the Program Director belongs; experience in
25 the administration of mental health services (with strong multidisciplinary
26 experience preferred) and working with allied professionals; ability to
27 interface with County and School District staff; extensive working knowledge
28 of clinical standards of Child Abuse Reporting (CAR) and program development;

1 and ability to provide competent and clear direction/leadership to mental
2 health team. Proficiency in English is required.

3 14.18 Site Coordinator (CFOC):

4 14.18.1 Duties: In coordination with STN, responsible for
5 providing on-site supervision of FRC program staff, OST activities, evaluation
6 and data collection, designing and implementing OST curriculum, marketing,
7 training staff, and attending program related meetings with Contractor Partner
8 Agencies.

9 14.18.2 Qualifications: Bachelor's degree from an accredited
10 university and a minimum of three (3) years of experience serving youth and
11 teens in out of school time settings. Proficiency in English is required.

12 14.19 Site Coordinator (FC):

13 14.19.1 Duties: Responsible for providing supervision of FC
14 staff at the FRC, reviewing client files, attending CMT meetings, outreach to
15 participants, and filling in for FC's direct service staff as needed.

16 14.19.2 Qualifications Option One (1): Bachelor's degree in
17 human services or related field from an accredited university; two (2) years
18 of experience working with at-risk families and the community, including one
19 (1) year of supervision experience, knowledge of public and private social
20 service agencies, community resources, including federal and state programs;
21 ability to relate well to individuals from diverse backgrounds, cultures,
22 varied incomes, and education levels; and computer competency. Proficiency in
23 English is required and bilingual based on community language need, is
24 preferred.

25 14.19.3 Qualifications Option Two (2): Five (5) years of
26 experience working with at-risk families and the community, including one (1)
27 year of supervision experience, knowledge of public and private social service
28 agencies, community resources, including federal and state programs; ability

1 to relate well to individuals from diverse backgrounds, cultures, varied
2 incomes, and education levels; and computer competency. Proficiency in
3 English is required, and bilingual based on community language need, is
4 preferred.

5 14.20 TLFR Family Fun Activities Leader (STN):

6 14.20.1 Duties: Responsible for providing in-kind TLFR Family
7 Fun Activities to children and youth in the reunification process, monitoring
8 attendance, and ensuring the health and safety of the children is maintained,
9 administering FaCT-approved measurement tools, and entering results into the
10 FaCT-approved database.

11 14.20.2 Qualifications: High school diploma or equivalent and
12 one (1) year of experience working with children and at-risk families,
13 organizing activities and events (e.g., arts and culture enrichment,
14 education, recreation), ability to deal with stressful situations, and be
15 creative and energetic. Proficiency in English and bilingual, based on
16 community language need, is required.

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