

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

| | | | |
|----------|--|--------|--------------------|
| To: | Matthew Fertal | From: | Kimberly Huy |
| Dept.: | City Manager | Dept.: | Community Services |
| Subject: | MAGNOLIA PARK FAMILY RESOURCE CENTER CONTRACT RENEWAL | Date: | May 12, 2009 |

OBJECTIVE

To request that City Council approve the contract renewal for family support services at Magnolia Park Family Resource Center, and authorize the City Manager to sign and execute the contract, including making any modifications during the contract period for the operation and implementation of the contract services. This program is funded by a County of Orange Families and Communities Together (FaCT) grant.

BACKGROUND

In September 1999, the City of Garden Grove and the FOCUS Collaborative received funding from the Families and Communities Together (FaCT) Grant program. Through this grant, the City of Garden Grove and the FOCUS Collaborative were able to provide services and programs to the community. In addition, this grant has allowed the collaborative to open and operate the Magnolia Park Family Resource Center (MPFRC). The MPFRC is a one-stop shop for families seeking services. Through successful collaboration, the Center has been able to provide services that include health education classes, parenting workshops, counseling, case management and information and referral. During the last nine years of operation, the Center has served approximately 7,176 individuals.

In September 2005, the City of Garden Grove and the FOCUS Collaborative applied for contract renewal, and in December 2005, after a competitive process, the contract was awarded and provided for the continued operation of family support services at the MPFRC.

The Community Services Department is the lead agency for program and fiscal oversight. Programs and service providers include:

- Garden Grove Community Services Department – Project administration, case management, clinical supervision, parent education, family resource center and program outreach
- Community Service Program (CSP) - Counseling

MAGNOLIA PARK FAMILY RESOURCE CENTER CONTRACT RENEWAL

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- Interval House – Domestic violence prevention, counseling and legal assistance
- The Raise Foundation – Information and referral

The amount to be renewed is approximately \$258,500, for a twelve-month period beginning in July 1, 2009, and extending through June 30, 2010.

DISCUSSION

The attached Agreement with the County of Orange Social Services Agency will extend funding, in the amount of approximately \$258,500, for the FOCUS Collaborative to operate the Magnolia Park Family Resource Center, from July 1, 2009, through June 30, 2010.

FINANCIAL IMPACT

Although most of the services are covered by the FaCT grant, there is additional funding from the Emergency Shelter Grant allocated to the program as well.

COMMUNITY VISION IMPLEMENTATION

The services provided at the Magnolia Park Family Resource Center meet the goals of the community's vision by improving the quality of life through community programs that provide for the needs of all segments of the community.

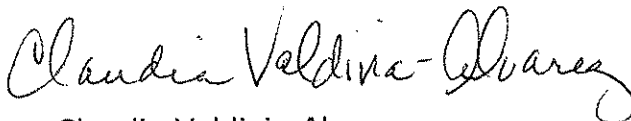
RECOMMENDATION

That the City Council:

- Approve the Agreement with the County of Orange Social Services Agency, and
- Authorize the City Manager to sign and execute the Agreement, including making any modifications during the contract period for the operation and implementation of the contract services.



KIMBERLY HUY
Director



By: Claudia Valdivia-Alvarez
Senior Administrative Analyst

Recommended for Approval


Matthew Ferial
City Manager

Attachment: Agreement with the County of Orange Social Services Agency



County of Orange
SOCIAL SERVICES AGENCY

888 N. MAIN STREET
 SANTA ANA, CA 92701-3518
 (714) 541-7700

INGRID HARITA
 DIRECTOR

MICHAEL L. RILEY, Ph.D.
 CHIEF DEPUTY DIRECTOR

MICHAEL L. RILEY, Ph.D.
 DIVISION DIRECTOR
 ADMINISTRATIVE SERVICES

REBECCA GUIDER
 DIVISION DIRECTOR
 ADULT SERVICES &
 ASSISTANCE PROGRAMS

MIKE RYAN
 DIVISION DIRECTOR
 CHILDREN & FAMILY SERVICES

PHYLLIS WATANABE
 DIVISION DIRECTOR
 FAMILY SELF-SUFFICIENCY

April 14, 2009

Pilar Alcivar McCoy, Department Manager
 City of Garden Grove
 11222 Acacia Parkway
 Garden Grove, CA 92840

Subject: FY09-10 Agreement between the County of Orange and City of Garden Grove and Community Service Programs and Interval House and The Raise Foundation for the Provision of Services Promoting Safe and Stable Families

Dear Ms. McCoy:

Attached is the Magnolia Park Family Resource Center FY09/10 original agreement for all partner agencies' signatures. There are three (3) original signature pages included. Please ensure each partner agency signs and dates all three (3) signature pages.

Once signed by all partner agencies please return **only the three (3) signed original signature pages** (retaining the agreement) to me **no later than 4:00 p.m., Thursday, May 7, 2009.** To ensure prompt delivery, please **hand deliver** (do not mail) the signature pages to my attention at:

County of Orange - SSA Contract Services
 888 N. Main Street
 Santa Ana, CA 92701

A fully executed original agreement will be forwarded to the City of Garden Grove upon approval by the Board of Supervisors.

In order for the agreement to be effective July 1, 2009, partner agencies must comply with **all** provisions contained in the agreement. Enclosed are documents, which must be completed and returned to SSA/Contract Services on or before **June 4, 2009:**

| Document | Responsible Partner Agency(ies) |
|---|---------------------------------|
| SSA Contract Services Authorized Signature List for Invoices | Fiscal Lead Agency Only |
| Internal Control Questionnaire | Fiscal Lead Agency Only |
| Certification Regarding Lobbying | Fiscal Lead Agency Only |
| Certification Regarding Debarment | Fiscal Lead Agency Only |
| Contract Provider Federal Fund Record | Fiscal Lead Agency Only |
| Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | Fiscal Lead Agency Only |

| | |
|--|--------------------------------------|
| Child Support Enforcement Certification Requirements | All FaCT-funded FRC partner agencies |
| Acknowledgement of Child Abuse Reporting Requirements | All FaCT-funded FRC partner agencies |
| Acknowledgement of Dependent Adult/Elder Abuse Mandated Reporting Requirements | All FaCT-funded FRC partner agencies |
| Personnel roster and resumes (for all staff providing services with the above mentioned contract) are required annually. | All FaCT-funded FRC partner agencies |

Additionally, in order to provide services and receive payment, accurate and completed certificates of insurance, including all separate endorsements required by the agreement with the County of Orange be received by SSA Contract Services no later than **June 4, 2009**. This deadline is necessary to allow time for review the proof of insurance for compliance and to communicate with partners missing items that would prevent service delivery beginning July 1, 2009. See enclosed insurance spreadsheet for current, outstanding, or expired insurance for this contract year.

In order to ensure complete and timely compliance with insurance requirements, it is recommended that your insurance broker be provided with a copy of the "Indemnification and Insurance" paragraph. It is the partner agency's responsibility to communicate insurance requirements to brokers as SSA Contracts staff will not communicate with brokers on the collaborative's behalf. Enclosed is the County's version of the Certificate of Insurance and the special endorsements form that can be utilized to verify compliance with the insurance requirements.

For your convenience, soft copies of these documents have been sent via email. Contact me via email at Nancy.Hatada@ssa.ocgov.com or at (714) 541-7755 with any questions.

Respectfully,

Nancy S. Hatada

Nancy S. Hatada
SSA Contract Administrator

cc: File

Enclosures

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 CITY OF GARDEN GROVE
6 AND
7 COMMUNITY SERVICE PROGRAMS, INC.
8 AND
9 INTERVAL HOUSE
10 AND
11 THE RAISE FOUNDATION
12 FOR THE PROVISION OF
13 SERVICES PROMOTING SAFE AND STABLE FAMILIES
14

15 THIS AGREEMENT, entered into this 1st day of July, 2009, which date is
16 particularized for purpose of reference only, is by and between the COUNTY OF
17 ORANGE, hereinafter referred to as "COUNTY," and City of Garden Grove, a duly
18 incorporated general law city in the County of Orange, in the State of
19 California; and Community Service Programs, Inc., a California non-profit
20 corporation; and Interval House, a California non-profit corporation; and The
21 Raise Foundation, a California non-profit corporation; hereinafter collectively
22 referred to as "MAGNOLIA PARK FAMILY RESOURCE CENTER," or "CONTRACTOR." City
23 of Garden Grove, Community Service Programs, Inc., Interval House, and The Raise
24 Foundation shall each also be referred to individually as "Contractor Partner
25 Agency" or collectively as "Contractor Partner Agencies." This Agreement shall
26 be administered by the County of Orange Social Services Agency Director or
27 designee, hereinafter referred to as "ADMINISTRATOR."

28 ///

W I T N E S S E T H:

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

WHEREAS, COUNTY desires to contract with CONTRACTOR to provide promoting safe and stable families services in Orange County;

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 1. TERM

2 The term of this Agreement shall commence on July 1, 2009, and terminate
3 on June 30, 2010, unless earlier terminated pursuant to the provisions of
4 Paragraph 37 of this Agreement; however, CONTRACTOR shall be obligated to
5 perform such duties as would normally extend beyond this term, including but
6 not limited to obligations with respect to indemnification, audits, reporting
7 and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
8 extend the term of this Agreement, for up to an additional twelve (12) months
9 upon the same terms and conditions, provided that COUNTY's maximum obligation
10 as stated in Subparagraph 17.1 of this Agreement does not increase as a
11 result.

12 2. ALTERATION OF TERMS

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

20 3. STATUS OF CONTRACTOR

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

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

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities,
6 equipment, and supplies as described in Exhibit "A" to the Agreement Between
7 County of Orange and City of Garden Grove and Community Service Programs, Inc.
8 and Interval House and The Raise Foundation, for the Provision of Services
9 Promoting Safe and Stable Families, attached hereto and incorporated herein by
10 reference. CONTRACTOR shall operate continuously throughout the term of this
11 Agreement with the number and type of staff described and as required for
12 provision of services hereunder pursuant to the personnel disclosure
13 provisions of this Agreement.

14 4.2 Subject to thirty (30) days advance notice, ADMINISTRATOR may, in
15 its sole discretion, require changes in staffing patterns in accordance with
16 workload demands related to the number of clients to be served, without
17 changing COUNTY's maximum obligation as set forth in this Agreement.

18 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
19 appropriate staff to attend an orientation session and subsequent training
20 sessions given by COUNTY.

21 5. LICENSES AND STANDARDS

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

1 behavior.

2 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
3 unless waived in whole or in part by ADMINISTRATOR, with all applicable
4 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
5 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
6 (OMB) Circulars A-21, A-122, and A-87; 48 CFR 31.2; and all applicable laws
7 and regulations of the United States, State of California, County of Orange
8 Social Services Agency and all administrative regulations, rules and policies
9 adopted thereunder as each and all may now exist or be hereafter amended.

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 (10) percent 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 \$10,000 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 ten thousand
11 dollars (\$10,000) or less during the term of this Agreement. The basis for
12 costs incurred by any such Purchase Order(s) shall be the actual cost of
13 providing services or the usual and customary charges established by the
14 organization(s) providing the services.

15 6.2.2 Subcontracts in excess of \$10,000:

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 ten thousand dollars (\$10,000)
20 during the term of this Agreement. CONTRACTOR's proposed procurement system
21 shall take into consideration such factors as: degree of price competition;
22 pricing policies and techniques; experience and quality of service; methods of
23 evaluating subcontractor responsibility; relationship of subcontractor to
24 CONTRACTOR; planning, award, and postaward management of subcontracts,
25 including internal audit procedures and monitoring of subcontractor's
26 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 ten thousand dollars
2 (\$10,000) during the term of this Agreement. In addition, CONTRACTOR shall
3 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
4 with any organization when the total cumulative cost of services to be
5 provided by that organization is anticipated to exceed ten thousand dollars
6 (\$10,000) 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 after the date of
12 final payment under this Agreement, or until any pending audit is completed.

13 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

14 7.1 Form of Business Organization:

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

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

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

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

28 ///

1 7.2 Change in Form of Business Organization:

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

9 7.3 Real Property Disclosure:

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

15 7.3.1 The location by street address and city of 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 agreement, lease
24 or sublease;

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

28 7.3.3.3 The type and dollar value of any other

1 consideration to be paid to the lessor, sublessor or licensor;

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

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

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

28 ///

1 8. NON-DISCRIMINATION

2 8.1 In the performance of this Contract, 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 sex, race, color, ethnicity, national origin,
7 ancestry, religion, age, marital status, medical condition, sexual
8 orientation, sexual preference, physical or mental disability, or any other
9 protected group in accordance with the requirements of all applicable Federal
10 or State law.

11 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan, which
12 meets the lawful and applicable requirements of the Department of Health and
13 Human Services.

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

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

21 8.5 Non-Discrimination in Employment

22 8.5.1 All solicitations or advertisements for employees placed
23 by or on behalf of CONTRACTOR shall state that all qualified applicants will
24 receive consideration for employment without regard to sex, race, color,
25 ethnicity, national origin, ancestry, religion, age, marital status, medical
26 condition, sexual orientation, sexual preference, physical or mental
27 disability, or any other protected group in accordance with the requirements
28 of all applicable Federal or State law. Notices describing the provisions of

1 the equal opportunity clause shall be posted in a conspicuous place for
2 employees and job applicants.

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

5 California Department of Social Services

6 Public Inquiry and Reponse Bureau

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

8 Sacramento, California 94244-2430

9 Telephone: 1-800-952-5253

10 1-800-952-8349 (For the hard of hearing)

11 8.6 Non-Discrimination in Service Delivery

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

procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 8.6 et seq.

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

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

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency
Program Integrity
401 S. Tustin Avenue
Orange, CA 92866-2503
Attn: Civil Rights Coordinator
Telephone: (714) 480-6501

State Civil Rights Contact:

California Department of Social Services
Civil Rights Bureau
P.O. Box 944243, M.S. 8-16-70
Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

9. NOTICES

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
888 N. Main Street
Santa Ana, CA 92701/

CONTRACTOR: Magnolia Park Family Resource Center
c/o City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842

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 in writing to change the addresses to which notices are sent.

10. INDEMNIFICATION AND INSURANCE

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

10.2 Without limiting CONTRACTOR's liability for indemnification, prior

1 to the provision of services under this Agreement, CONTRACTOR agrees to
2 purchase all required insurance at CONTRACTOR's expense and to deposit with
3 ADMINISTRATOR Certificates of Insurance, including all endorsements required
4 herein, necessary to satisfy COUNTY that the insurance provisions of this
5 Agreement have been complied with and to keep such insurance coverage and the
6 certificates therefore on deposit with ADMINISTRATOR during the entire term of
7 this Agreement, and beyond, as set forth herein.

8 10.3 CONTRACTOR shall ensure that all subcontractors performing work on
9 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
10 CONTRACTOR's insurance as an additional insured or maintain insurance subject
11 to the same terms and conditions as set forth herein for CONTRACTOR.
12 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
13 than the level of coverage required by COUNTY from CONTRACTOR under this
14 Agreement. It is the obligation of CONTRACTOR to provide notice of the
15 insurance requirements to every subcontractor, and to receive proof of
16 insurance prior to allowing any subcontractor to begin work. Such proof of
17 insurance must be maintained by CONTRACTOR through the entirety of this
18 Agreement for inspection by COUNTY representative(s) at any reasonable time.

19 10.4 All insurance policies required by this Agreement shall declare
20 any deductible or self-insured retention (SIR) in an amount in excess of
21 \$25,000 (\$5,000 for automobile liability), which shall specifically be
22 approved by the County Executive Office (CEO)/Office of Risk Management.
23 CONTRACTOR shall be responsible for reimbursement of any deductible to the
24 insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly
25 stated on the Certificate of Insurance.

26 10.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
27 the full term of this Agreement, COUNTY may terminate this Agreement.

28 10.6 The policy or policies of insurance required herein must be issued

1 by an insurer licensed to do business in the State of California (California
2 Admitted Carrier). If the insurer is not licensed to do business in the State
3 of California, ADMINISTRATOR retains the right to approve or reject the
4 insurer after a review of the insurer's performance and financial ratings by
5 the County Executive Office (CEO)/Office of Risk Management.

6 10.7 The policy or policies of insurance required herein must be issued
7 by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a
8 minimum financial rating of "VIII (Financial Size Category)," as determined by
9 the most current edition of the Best's Key Rating Guide/Property-
10 Casualty/United States or by going on-line to "ambest.com."

11 10.8 The policy or policies of insurance maintained by CONTRACTOR shall
12 provide the minimum limits and coverage as set forth below:

| <u>Coverage</u> | <u>Minimum Limits</u> | | <u>Responsible Partner</u> |
|--|-----------------------|------------------|--|
| | Per Occurrence | Annual Aggregate | <u>Agencies</u> |
| Commercial General Liability with broad form property damage and contractual liability | \$1,000,000 | \$2,000,000 | City of Garden Grove, Community Service Programs, Inc., Interval House, and The Raise Foundation |
| Automobile Liability (covering all owned, non-owned and hired vehicles) | \$1,000,000 | \$1,000,000 | City of Garden Grove, Community Service Programs, Inc., and The Raise Foundation |
| Workers' Compensation | Statutory | Statutory | City of Garden Grove, Community Service Programs, Inc., Interval House, and The Raise Foundation |
| Employer's Liability | \$1,000,000 | \$1,000,000 | City of Garden Grove, Community Service Programs, Inc., Interval House, and The Raise Foundation |

| <u>Coverage</u> | <u>Minimum Limits</u> | | <u>Responsible Partner</u> |
|-----------------------------|-----------------------|------------------|--|
| | Per Occurrence | Annual Aggregate | <u>Agencies</u> |
| Sexual Misconduct Liability | \$1,000,000 | \$1,000,000 | City of Garden Grove, Community Service Programs, Inc., Interval House, and The Raise Foundation |
| Professional Liability | \$1,000,000 | \$1,000,000 | City of Garden Grove, Community Service Programs, Inc., and Interval House. |

10.9 All liability insurance, except Professional Liability, required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

10.10 The COUNTY shall be added as an additional insured on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability, and Professional Liability). An additional insured endorsement evidencing that COUNTY is an additional insured shall accompany the Certificate of Insurance.

10.11 All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by COUNTY shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

10.12 All insurance policies required by this Agreement shall give the COUNTY thirty (30) days notice in the event of cancellation. This shall be

1 evidenced by an endorsement separate from the Certificate of Insurance. In
2 addition, the cancellation clause must include language as follows, which
3 edits the pre-printed ACORD certificate:

4 "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
5 BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL
6 ~~ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE~~
7 ~~HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE~~
8 ~~SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE~~
9 ~~COMPANY, ITS AGENT OR REPRESENTATIVE."~~

10 10.13 All insurance policies required by this Agreement shall waive all
11 rights of subrogation against COUNTY and members of the Board of Supervisors,
12 its elected and appointed officials, officers, agents and employees when
13 acting within the scope of their appointment or employment.

14 10.14 If CONTRACTOR's Professional Liability policy is a "claims made"
15 policy, CONTRACTOR shall agree to maintain professional liability coverage for
16 two (2) years following completion of this Agreement.

17 10.15 The Commercial General Liability policy shall contain a
18 severability of interests clause.

19 10.16 CONTRACTOR is aware of the provisions of Section 3700 of the
20 California Labor Code, which requires every employer to be insured against
21 liability for Workers' Compensation or be self-insured in accordance with
22 provisions of that code. CONTRACTOR will comply with such provisions and
23 shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for
24 the period of this Agreement, statutory Workers' Compensation insurance and
25 Employers' Liability insurance with minimum limits of \$1,000,000 per
26 occurrence.

27 10.17 If CONTRACTOR fails to provide the insurance certificates and
28 endorsements within seven (7) days of notification by County Procurement

1 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

2 10.18 COUNTY expressly retains the right to require CONTRACTOR to
3 increase or decrease insurance of any of the above insurance types throughout
4 the term of this Agreement. Any increase or decrease in insurance will be as
5 deemed by County of Orange Risk Manager as appropriate to adequately protect
6 COUNTY.

7 10.19 COUNTY will notify CONTRACTOR in writing of changes in the
8 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
9 certificates of insurance and endorsements with ADMINISTRATOR incorporating
10 such changes within thirty (30) days of receipt of such notice, this Agreement
11 may be in breach without further notice to CONTRACTOR, and COUNTY will be
12 entitled to all legal remedies.

13 10.20 The procuring of such required policy or policies of insurance
14 shall not be construed to limit CONTRACTOR's liability hereunder nor to
15 fulfill the indemnification provisions and requirements of this Agreement.

16 10.21 The County of Orange Certificate of Insurance and the Special
17 Endorsement for the County of Orange can be utilized to verify compliance with
18 the above-mentioned insurance requirements in place of commercial insurance
19 certificates and endorsements.

20 11. CONFLICT OF INTEREST

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

26 ///

27 CONTRACTOR's efforts shall include, but not be limited to, establishing
28 precautions to prevent its employees or agents from making, receiving,

1 providing, or offering gifts, entertainment, payments, loans, or other
2 considerations, which could be deemed to appear to influence individuals to
3 act contrary to the best interests of COUNTY.

4 12. ANTI-PROSELYTISM PROVISION

5 No funds provided directly to institutions or organizations to provide
6 services and administer programs under 42 U.S.C. Section 604(a)(1)(A) shall be
7 expended for sectarian worship, instruction, or proselytization, except as
8 otherwise permitted by law.

9 13. SUPPLANTING GOVERNMENT FUNDS

10 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
11 intended for the purposes of this Agreement with any funds made available
12 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
13 for, or apply sums received from COUNTY with respect to, that portion of its
14 obligations, which have been paid by another source of revenue. CONTRACTOR
15 agrees that it shall not use funds received pursuant to this Agreement, either
16 directly or indirectly, as a contribution or compensation for purposes of
17 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
18 program without prior written approval of ADMINISTRATOR.

19 14. EQUIPMENT

20 14.1 All items purchased with funds provided under this Agreement or
21 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
22 at least five thousand dollars (\$5,000.00), including sales tax, shall be
23 considered Capital Equipment. Title to all items of Capital Equipment
24 purchased vests and will remain in COUNTY as such shall be designated by
25 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
26 performance of this Agreement. Upon the termination of this Agreement,
27 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
28 or its representatives, or dispose of them in accordance with the directions

1 of ADMINISTRATOR.

2 CONTRACTOR further agrees to the following:

3 14.1.1 To maintain all items of Capital Equipment in good working
4 order and condition, normal wear and tear excepted.

5 14.1.2 To label all items of Capital Equipment, do periodic
6 inventories as required by ADMINISTRATOR and to maintain an inventory list
7 showing where and how the Capital Equipment is being used, in accordance with
8 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
9 ADMINISTRATOR within ten (10) days of any request therefor.

10 14.1.3 To report in writing to ADMINISTRATOR immediately after
11 discovery, the loss or theft of any items of Capital Equipment. For stolen
12 items, the local law enforcement agency must be contacted and a copy of the
13 police report submitted to ADMINISTRATOR.

14 14.1.4 To purchase a policy or policies of insurance covering
15 loss or damage to any and all Capital Equipment purchased under this
16 Agreement, in the amount of the full replacement value thereof, providing
17 protection against the classification of fire, extended coverage, vandalism,
18 malicious mischief and special extended perils (all risks) covering the
19 parties' interests as they appear.

20 14.2 The purchase of any Capital Equipment by CONTRACTOR shall be
21 requested in writing, shall require the prior written approval of
22 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
23 appropriate and directly related to CONTRACTOR's service or activity under the
24 terms of the Agreement. COUNTY may refuse reimbursement for any costs
25 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
26 if prior written approval has not been obtained from ADMINISTRATOR.

27 14.3 No personal computers or any component thereof may be purchased
28 with funds provided under this Agreement, regardless of purchase price.

1 without prior written approval of ADMINISTRATOR. Any personal computers or
2 any component thereof purchased shall be in accordance with computer
3 specifications provided by ADMINISTRATOR, be subject to the same inventory
4 control conditions specified in Subparagraphs 14.1.1 to 14.1.4 and, at the
5 sole discretion of ADMINISTRATOR, become the property of COUNTY upon
6 termination of this Agreement.

7 15. BREACH SANCTIONS

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

13 15.1 Afford CONTRACTOR a time period within which to cure the breach,
14 which period shall be established at the sole discretion of ADMINISTRATOR;
15 and/or

16 15.2 Discontinue reimbursement to CONTRACTOR for and during the period
17 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
18 later recovery; and/or

19 15.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
20 COUNTY those monies disallowed pursuant to Subparagraph 15.2, above.

21 ADMINISTRATOR will give CONTRACTOR written notice of any action
22 pursuant to this paragraph, which notice shall be deemed served on the date of
23 mailing.

24 16. DESIGNATED FISCAL AGENCY

25 16.1 Each of the Contractor Partner Agencies agrees that City of Garden
26 Grove shall serve as the designated fiscal agent on behalf of the CONTRACTOR,
27 with authority to present claims to COUNTY on behalf of each of the Contractor
28 Partner Agencies for services delivered by each of them pursuant to the

1 Agreement. As designated fiscal agent, City of Garden Grove shall receive the
2 claims of each of the other Contractor Partner Agencies on a monthly basis and
3 shall submit these claims, along with its own monthly claim, pursuant to
4 Paragraph 17 herein. Claims submitted to COUNTY by the designated fiscal
5 agent shall clearly identify the services that were performed by each
6 Contractor Partner Agency. Any and all payments to be made by COUNTY pursuant
7 to this Agreement shall be made payable to the designated fiscal agent. The
8 designated fiscal agent shall thereafter disburse payment as appropriate to
9 the Contractor Partner Agencies. Each of the Contractor Partner Agencies
10 agrees that COUNTY's disbursement of payment to the designated fiscal agent
11 shall satisfy COUNTY's payment obligation under this Agreement.

12 16.2 As designated fiscal agent, City of Garden Grove shall also be
13 responsible for, at a minimum, facilitating monthly CONTRACTOR meetings;
14 collecting documentation for invoices and outcome measurements from each
15 Contractor Partner Agency; and, maintaining complete and accurate records of
16 all financial and outcome measurement data on behalf of CONTRACTOR.

17 17. PAYMENTS

18 17.1 Maximum Contractual Obligation:

19 The maximum obligation of COUNTY under this Agreement shall be
20 \$231,335, or actual allowable costs, whichever is less.

21 17.2 Allowable Costs:

22 During the term of this Agreement, COUNTY will pay CONTRACTOR
23 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
24 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by
25 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for
26 anticipated allowable costs that will be incurred by CONTRACTOR for May and
27 June 2010, during the month of such anticipated expenditure.

28 17.3 Advance Payment:

1 ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR
2 an amount(s) not in excess of \$38,540 or sixteen point sixty-six (16.66)
3 percent of the maximum obligation of COUNTY, upon receipt of a written
4 request(s) by CONTRACTOR, which request(s) shall be accompanied by such
5 justification as ADMINISTRATOR may require. ADMINISTRATOR may, in its sole
6 discretion, deduct any such advances from any one or more payments owed to
7 CONTRACTOR prior to March 31, 2010. If, at the conclusion of this Agreement,
8 there is a balance owing COUNTY, CONTRACTOR shall immediately refund said
9 monies to COUNTY.

10 17.4 Claims:

11 17.4.1 All claims must be submitted monthly by CONTRACTOR no
12 later than the fifteenth (15th) day of the month following the month of service
13 on a form approved by ADMINISTRATOR. All claims submitted to COUNTY must be
14 supported with source documents including, inter alia, a monthly statement of
15 services, general ledgers, supporting journals, time sheets, invoices,
16 canceled checks, receipts, and receiving records, some of which may be
17 required to be copied and submitted with each monthly invoice. Source
18 documents that CONTRACTOR must submit with each monthly invoice shall be
19 determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
20 shall retain all financial records in accordance with Paragraph 21 (Records,
21 Inspections, Audits) of this Agreement.

22 17.4.2 Payments should be released by COUNTY within a reasonable
23 time period of approximately thirty (30) days after receipt of a correctly
24 completed claim form and required supporting documentation.

25 17.4.3 Final Claim/Settlement:

26 17.4.3.1 Any and all claims must be received by
27 ADMINISTRATOR no later than August 30, 2010 at 5:00 p.m., said date being
28 approximately sixty (60) days after termination of this Agreement. Claims

1 received after this date and time may not be reimbursed. ADMINISTRATOR may,
2 in its sole discretion, modify the date upon which the final claim must be
3 received, upon notice to CONTRACTOR.

4 17.4.3.2 The basis for final settlement shall be the
5 actual allowable costs as defined in Title 45 of the Code of Federal
6 Regulations and OMB Circular A-122, incurred and paid by CONTRACTOR pursuant
7 to this Agreement; limited, however, to the maximum obligation of COUNTY. In
8 the event that any overpayment has been made, COUNTY may offset the amount of
9 the overpayment against the final payment. In the event overpayment exceeds
10 the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)
11 days of notice from COUNTY. Nothing herein shall be construed as limiting the
12 remedies of COUNTY in the event an overpayment has been made.

13 18. OVERPAYMENTS

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

27 19. FINAL REPORT

28 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report

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

5 20. INDEPENDENT AUDIT

6 20.1 CONTRACTOR shall employ a licensed certified public accountant,
7 who shall prepare and file with ADMINISTRATOR, an annual organization-wide
8 audit of related expenditures during the term of this Agreement in compliance
9 with the OMB Circular A-133, Audits of States, Local Governments, and Non-
10 Profit Organizations. The audit must be performed in accordance with
11 Generally Accepted Government Auditing Standards (GAGAS) and OMB Circular A-
12 122. CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to
13 ensure that corrective action is taken within six (6) months after issuance of
14 all audit reports with regard to audit exceptions.

15 20.2 It is mutually understood that CONTRACTOR is responsible for
16 providing its organization-wide audit to cover the entire term of this
17 Agreement as follows:

| Partner Agency | Fiscal Year | Independent Audit Report Periods | Date(s) Due to ADMINISTRATOR |
|-------------------------------------|-------------|-------------------------------------|---------------------------------|
| City of Garden Grove | 7/1 - 6/30 | 7/1/09 - 6/30/10 | 12/31/10 |
| Community Service Programs, Inc. | 7/1 - 6/30 | 7/1/09 - 6/30/10 | 12/31/10 |
| Interval House | 7/1 - 6/30 | 7/1/09 - 6/30/10 | 12/31/10 |
| The Raise Foundation | 7/1 - 6/30 | 7/1/09 - 6/30/10 | 12/31/10 |

25 20.3 Failure to provide copies of the organization-wide audits by the
26 dates specified above shall be sufficient cause for ADMINISTRATOR, in its sole
27 discretion, to deny payment under this or any subsequent Agreement with
28 CONTRACTOR until such time as the required audits are provided to

ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify the dates upon which the organization-wide audits must be received, upon notice to CONTRACTOR.

21. RECORDS, INSPECTIONS AND AUDITS

21.1 Financial Records:

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

21.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants (AICPA) and to the satisfaction of ADMINISTRATOR.

21.2 Client Records:

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

21.2.2 All client records related to services provided under the terms of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to client records to COUNTY in accordance with Subparagraph 37.2.

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

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

4 21.3 With the exception of client records or other records referenced
5 in Paragraph 26, entitled Confidentiality, all records, including but not
6 limited to, reports, audits, notices, claims, statements and correspondence,
7 required by this agreement may be subject to public disclosure. COUNTY will
8 not be liable for any such disclosure.

9 21.4 Inspections and Audits:

10 21.4.1 The Department of Health and Human Services, Comptroller
11 General of the United States, Director of the California Department of Social
12 Services, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller
13 and Internal Audit Department, or any of their authorized representatives,
14 shall have access to any books, documents, papers and records, including
15 medical records, of CONTRACTOR which any of them may determine to be pertinent
16 to this Agreement for the purpose of financial monitoring. Further, all the
17 above mentioned persons have the right at all reasonable times to inspect or
18 otherwise evaluate the work performed or being performed under this Agreement
19 and the premises in which it is being performed.

20 21.4.2 CONTRACTOR shall make available its books and financial
21 records within the borders of COUNTY within ten (10) days after receipt of
22 written demand by ADMINISTRATOR.

23 21.4.3 In the event CONTRACTOR does not make available its books
24 and financial records within the borders of Orange County, CONTRACTOR agrees
25 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
26 designee, necessary to obtain CONTRACTOR's books and financial records.

27 21.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
28 liability to the State or Federal government or any agency thereof resulting

1 from any disallowances or other audit exceptions to the extent that such
2 liability is attributable to CONTRACTOR's failure to perform under this
3 Agreement.

4 22. PERSONNEL DISCLOSURE

5 22.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
6 all personnel providing services hereunder, including resumes and job
7 applications. Changes to the list will be immediately provided to
8 ADMINISTRATOR in writing, along with a copy of a resume and/or job
9 application. The list shall include:

10 22.1.1 All full or part-time staff positions by title, including
11 volunteer positions whose direct services are required to provide the programs
12 described herein;

13 22.1.2 A brief description of the functions of each position and
14 the hours each person works each week, or for part-time personnel each day or
15 month, as appropriate;

16 22.1.3 The professional degree, if applicable, and experience
17 required for each position; and

18 22.1.4 The language skill, if applicable, for all personnel.

19 22.2 Where authorized by law, CONTRACTOR shall conduct criminal record
20 background checks on all employees and/or volunteers who will provide services
21 under this Agreement.

22 22.3 CONTRACTOR warrants that all persons employed or otherwise
23 assigned by CONTRACTOR to provide services under this Agreement have
24 satisfactory past work records and/or reference checks indicating their
25 ability to perform the required duties and accept the kind of responsibility
26 anticipated under this Agreement. CONTRACTOR shall maintain records of
27 background investigations and reference checks undertaken and coordinated by
28 CONTRACTOR for each employee and/or volunteer assigned to provide services

1 under this Agreement for a minimum of five (5) years from the date of final
2 payment under this Agreement or until all pending COUNTY, State and Federal
3 audits are completed, whichever is later, in compliance with all applicable
4 laws.

5 22.4 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
6 arrest and/or subsequent conviction, for offenses other than minor traffic
7 offenses, of any paid employee and/or volunteer staff performing services
8 under this Agreement, when such information becomes known to CONTRACTOR.
9 ADMINISTRATOR, in its sole discretion, may determine whether such employee
10 and/or volunteer may continue to provide services under this Agreement and
11 shall provide notice of such determination to CONTRACTOR in writing.

12 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be
13 deemed a material breach of this Agreement, pursuant to Paragraph 15, above.

14 23. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 connection with any alleged violation of any Federal or State statutes or
2 regulations pertaining to the eligibility for employment of any persons
3 performing work under this Agreement.

4 24. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

27 It is expressly understood that this data will be transmitted to
28 governmental agencies charged with the establishment and enforcement of child

1 support orders, and for no other purpose.

2 25. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

14 26. CONFIDENTIALITY

15 26.1 CONTRACTOR agrees to maintain the confidentiality of its records
16 pursuant to Welfare and Institutions Code Sections 10850-10853, the CDSS
17 Manual of Policies and Procedures, Division 19-000, and all other provisions
18 of law, and regulations promulgated thereunder relating to privacy and
19 confidentiality, as each may now exist or be hereafter amended.

20 26.2 All records and information concerning any and all persons
21 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
22 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
23 volunteers. CONTRACTOR shall require all of its employees, agents,
24 subcontractors and volunteer staff who may provide services for CONTRACTOR
25 under this Agreement to sign an agreement with CONTRACTOR before commencing
26 the provision of any such services, to maintain the confidentiality of any and
27 all materials and information with which they may come into contact, or the
28 identities or any identifying characteristics or information with respect to

1 any and all participants referred to CONTRACTOR by COUNTY, except as may be
2 required to provide services under this Agreement or to those specified in
3 this Agreement as having the capacity to audit CONTRACTOR, and as to the
4 latter, only during such audit. CONTRACTOR shall comply with any audits
5 specified in Paragraph 21, provide reports and any other information required
6 by COUNTY in the administration of this Agreement, and as otherwise permitted
7 by law.

8 26.3 CONTRACTOR shall inform all of its employees, agents,
9 subcontractors, volunteers and partners of this provision and that any person
10 knowingly and intentionally violating the provisions of said State law may be
11 guilty of a crime.

12 26.4 CONTRACTOR agrees that any and all subcontracts entered into shall
13 be subject to the confidentiality requirements of this Agreement.

14 26.5 Attorney Client Confidentiality Requirements: In the event
15 CONTRACTOR is a legal assistance provider, nothing in this Agreement shall
16 allow COUNTY or the State of California to engage in any conduct that would
17 impair the attorney-client relationship between CONTRACTOR and its clients, as
18 that relationship is customarily defined in the legal community; and, in
19 particular, nothing herein shall require CONTRACTOR to reveal attorney-client
20 privileged information, nor allow COUNTY or the State to interfere with any
21 other legal and ethical duties CONTRACTOR owes to its clients. To the extent
22 COUNTY, in fulfilling its contractual obligations and/or its obligations under
23 State or Federal law, finds it necessary to examine documents or files
24 prepared by CONTRACTOR in the course of its confidential relationships with
25 its clients, CONTRACTOR may delete information which would identify clients
26 from such documents or files before they are examined by COUNTY.

27 27. COPYRIGHT ACCESS

28 The Department of Health and Human Services, the California Department

1 of Social Services, and COUNTY will have a royalty-free, nonexclusive and
2 irrevocable license to publish, translate, or use, now and hereafter, all
3 material developed under this Agreement including those covered by copyright.

4 28. WAIVER

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

13 29. PETTY CASH

14 CONTRACTOR is authorized to establish a petty cash fund in an amount not
15 to exceed two hundred and fifty dollars (\$250.00).

16 30. PUBLICITY

17 Information and solicitations, prepared and released by CONTRACTOR,
18 concerning the services provided under this Agreement, shall state that the
19 program, wholly or in part, is funded through COUNTY, State and Federal
20 government funds specifically Promoting Safe and Stable Families funding.

21 31. COUNTY RESPONSIBILITIES

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

24 32. REPORTS

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

28 CONTRACTOR shall maintain records and submit reports containing such

1 data and information regarding the performance of CONTRACTOR's services, costs
2 or other data relating to this Agreement as may be requested by ADMINISTRATOR,
3 upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the
4 provisions of this paragraph upon written notice to CONTRACTOR.

5 33. ENERGY EFFICIENCY STANDARDS

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

9 34. ENVIRONMENTAL PROTECTION STANDARDS

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

15 34.1 No facility to be utilized in the performance of the proposed
16 grant has been listed on the EPA List of Violating Facilities;

17 34.2 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;

21 34.3 It will notify COUNTY and the EPA about any known violation of the
22 above laws and regulations.

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

25 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
26 pursuant to 31 U.S.C. 1352 and the guidelines with respect to those provisions
27 set down by the Federal Office of Management and Budget (OMB) and published in
28 the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-

1 52332. Under these laws and regulations, it is mutually understood that any
2 contract, which utilizes federal monies in excess of \$100,000, must contain
3 and CONTRACTOR must comply with the following provisions:

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

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

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

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

26 ///

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 contract imposed by Section
5 1352, Title 31, United States Code. Any person who makes an expenditure
6 prohibited under this provision or who fails to file or amend the disclosure
7 form to be filed or amended by this provision shall be subject to a civil
8 penalty of not less than \$10,000, and not more than \$100,000, for each such
9 failure.

10 36. POLITICAL ACTIVITY

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

14 37. TERMINATION PROVISIONS

15 37.1 ADMINISTRATOR may terminate this Agreement without penalty
16 immediately with cause or after thirty (30) days written notice without cause,
17 unless otherwise specified. Notice shall be deemed served on the date of
18 mailing. Cause shall be defined as any breach of contract, any
19 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
20 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
21 all further obligation under this Agreement.

22 37.2 Upon termination, or notice thereof, CONTRACTOR agrees to
23 cooperate with ADMINISTRATOR in the orderly transfer of service
24 responsibilities, active case records, and pertinent documents.

25 37.3 The obligations of COUNTY under this Agreement are contingent upon
26 the availability of Federal and/or State funds, as applicable, for the
27 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
28 for the services hereunder in the budget approved by the Orange County Board

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

8 38. GOVERNING LAW AND VENUE

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

18 39. SIGNATURE IN COUNTERPARTS

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

22 ///

23 ///

24 ///

25 ///

26 ///

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

By: _____
Matthew M. Fertil
City Manager
CITY OF GARDEN GROVE

By: _____
COUNTY OF ORANGE
CHAIR OF THE
BOARD OF SUPERVISORS

Dated: _____

Dated: _____

By: Margot R. Carlson
Margot R. Carlson
Executive Director
COMMUNITY SERVICE PROGRAMS, INC.

By: Russell Brammer
Russell Brammer
Executive Director
THE RAISE FOUNDATION

Dated: 4/27/09

Dated: 4/24/09

By: Carol Williams
Carol Williams
Executive Director
INTERVAL HOUSE

Dated: 5/5/09

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

By: _____
Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: [Signature]
DEPUTY

Dated: 4/13/09

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

3 By: _____
4 Matthew M. Fertil
5 City Manager
6 CITY OF GARDEN GROVE

7 Dated: _____

By: _____
COUNTY OF ORANGE
CHAIR OF THE
BOARD OF SUPERVISORS

Dated: _____

8 By: _____
9 Margot R. Carlson
10 Executive Director
11 COMMUNITY SERVICE PROGRAMS, INC.

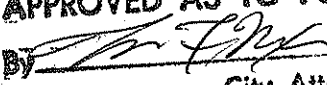
12 Dated: _____

By: _____
Russell Brammer
Executive Director
THE RAISE FOUNDATION

Dated: _____

13 By: _____
14 Carol Williams
15 Executive Director
16 INTERVAL HOUSE

17 Dated: _____

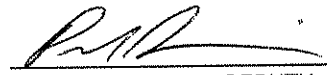
APPROVED AS TO FORM
By: 
City Attorney

Date: 4/27/09

18 SIGNED AND CERTIFIED THAT A COPY OF THIS
19 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF
20 THE BOARD PER G.C. SEC. 25103, RESO 79-1535
21 ATTEST:

22 By: _____
23 Darlene J. Bloom
24 Clerk of the Board of Supervisors
25 Orange County, California

26 APPROVED AS TO FORM
27 COUNTY COUNSEL
28 COUNTY OF ORANGE, CALIFORNIA

By: 
DEPUTY
Dated: 4/13/09

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CITY OF GARDEN GROVE
8 AND
9 COMMUNITY SERVICE PROGRAMS, INC.
10 AND
11 INTERVAL HOUSE
12 AND
13 THE RAISE FOUNDATION
14 FOR THE PROVISION OF
15 SERVICES PROMOTING SAFE AND STABLE FAMILIES
16

17 1. POPULATION TO BE SERVED

18 CONTRACTOR shall provide services promoting safe and stable families
19 specified below to at risk families with children ages birth through eighteen
20 (0 - 18) years, who reside in Garden Grove, California, and surrounding
21 communities within Orange County.

22 2. SCOPE OF WORK

23 2.1 CONTRACTOR shall provide services/activities, as described in
24 Paragraphs 3 through 9 of this Exhibit, to address one (1) or more of the
25 seven (7) Promoting Safe and Stable Families (PSSF) outcomes as specified in
26 Subparagraph 2.2 below, and addressing all four (4) of the PSSF service
27 categories defined in Subparagraphs 2.1.1 through 2.1.4, of this Exhibit.
28 ADMINISTRATOR may, in its sole discretion and upon written notice to

1 CONTRACTOR, modify: the terms or definitions, the particular type of
2 services/activities to be provided, the time-of-day and day-of-week
3 services/activities are to be provided, the location(s) where
4 services/activities shall be provided, the date(s) services/activities shall
5 begin and end, the service goal(s), measurement tools and outcome indicators,
6 and the number of participants to be provided services/activities as described
7 in Paragraphs 3 through 9, of this Exhibit, without changing COUNTY's maximum
8 obligation as set forth in this Agreement. CONTRACTOR understands that such
9 modification(s) shall promote community participation. Any modification of
10 services/activities shall remain within the scope of defined PSSF service
11 categories and PSSF outcomes. CONTRACTOR shall not institute any modification
12 without prior, written approval of ADMINISTRATOR. The PSSF service categories
13 are as follows:

14 2.1.1 Family Preservation: Family Preservation services
15 typically are designed to help families alleviate crises that might lead to
16 out-of-home placement of children; maintain the safety of children in their
17 own homes; support families preparing to reunify or adopt; and assist families
18 in obtaining services and other supports necessary to address their multiple
19 needs in a culturally sensitive manner. Family Preservation services should
20 comprise approximately twenty-five (25) percent of the budget for total
21 services. FaCT-funded services must address a minimum of one (1) of the PSSF
22 outcomes for each contracted service (as specified in Subparagraph 2.2 of this
23 Exhibit).

24 2.1.2 Family Support: Family Support services are primarily
25 community-based preventive activities designed to alleviate stress and promote
26 parental competencies and behaviors that will increase the ability of families
27 to successfully nurture their children; enable families to use other resources
28 and opportunities available in the community; and create supportive networks

1 to enhance child-rearing abilities of parents and help compensate for the
2 increased social isolation and vulnerability of families. Family Support
3 services should comprise approximately thirty-five (35) percent of the budget
4 for total services. FaCT-funded services must address a minimum of one (1) of
5 the PSSF outcomes for each contracted service (as specified in Subparagraph
6 2.2 of this Exhibit).

7 2.1.3 Time-Limited Family Reunification: Time-Limited Family
8 Reunification services are services and activities that are provided to a
9 child who is removed from the child's home and placed in a foster family home
10 or a child care institution. These services are also for the parents or
11 primary caregiver for such a child, in order to facilitate the reunification
12 of the child safely and appropriately, but only during the fifteen (15) month
13 period that begins on the date that the child is considered to have entered
14 the dependency system. Time-limited family reunification services include
15 individual, group and family counseling; inpatient, residential, or outpatient
16 substance abuse treatment services; mental health services; assistance to
17 address domestic violence; temporary child care and therapeutic services for
18 families, including crisis nurseries; and transportation to and from any of
19 the above services. Time-Limited Family Reunification services should
20 comprise approximately twenty (20) percent of the budget for total services.
21 FaCT-funded services must address a minimum of one (1) of the PSSF outcomes
22 for each contracted service (as specified in Subparagraph 2.2 of this
23 Exhibit).

24 2.1.4 Adoption Promotion and Support: Adoption Promotion and
25 Support services means services designed to encourage more adoptions out of
26 the foster care system, when adoptions promote the best interest of children,
27 including such activities as pre- and post-adoptive services designed to
28 expedite the adoption process and support adoptive families. Adoption

1 Promotion and Support services should comprise approximately twenty (20)
2 percent of the budget for total services. FaCT-funded services must address a
3 minimum of one (1) of the PSSF outcomes for each contracted service (as
4 specified in Subparagraph 2.2 of this Exhibit).

5 2.2 FaCT-funded services must meet a minimum of one (1) of the
6 following PSSF outcomes for each contracted service:

7 2.2.1 Children are, first and foremost, protected from abuse and
8 neglect.

9 2.2.2 Children are safely maintained in their own homes whenever
10 possible and appropriate.

11 2.2.3 Children have permanency and stability in their living
12 situations.

13 2.2.4 The continuity of family relationships and connections is
14 preserved for children.

15 2.2.5 Families have enhanced capacity to provide for their
16 children's needs.

17 2.2.6 Children receive appropriate services to meet their
18 educational needs.

19 2.2.7 Children receive adequate services to meet their physical
20 and mental health needs.

21 3. PSSF OUTCOME #1: SERVICES ADDRESSING HOW CHILDREN ARE, FIRST AND
22 FOREMOST, PROTECTED FROM ABUSE AND NEGLECT

23 3.1 Domestic Violence Counseling:

24 3.1.1 Interval House shall provide Domestic Violence Counseling
25 services to parents and/or guardians of children ages birth through eighteen
26 (0-18) years, and who are victims of domestic violence; hereinafter referred
27 to as "PARTICIPANTS" for purposes of Subparagraph 3.1 of this Exhibit.

28 ///

1 3.1.2 Interval House shall provide Domestic Violence Counseling
2 services for a minimum of seventeen (17) unduplicated Family Preservation
3 PARTICIPANTS. Domestic Violence Counseling services shall include, but not be
4 limited to, individual and family counseling services that are goal-oriented
5 and topic focused; problem-solving skills; emotional support; increased
6 control over life situations; and enhanced self-esteem. Interval House shall
7 develop individualized counseling plans to meet the PARTICIPANTS' emotional
8 and therapeutic needs. Domestic Violence Counseling services shall be provided
9 in any language required by PARTICIPANTS.

10 3.1.3 Interval House shall provide a minimum of four (4) Domestic
11 Violence Counseling sessions for each PARTICIPANT during the term of the
12 Agreement. Each counseling session shall be a minimum of fifty (50) minutes in
13 duration and scheduled by appointment.

14 3.1.4 Interval House shall provide Domestic Violence Counseling
15 services at the FRC located at 11402 Magnolia Street, Garden Grove, CA; and/or
16 at other community locations, to be approved in advance and in writing by
17 ADMINISTRATOR.

18 3.1.5 Interval House shall measure progress by ensuring that
19 PARTICIPANTS complete a FaCT registration form and the Domestic Violence
20 Indicators Checklist forms.

21 3.1.6 Interval House's Domestic Violence Counseling services
22 shall address the following PSSF service categories: Family Support, Family
23 Preservation, and Adoption Promotion and Support.

24 3.1.7 Interval House shall provide qualified Domestic Violence
25 Counselor staff as specified in Subparagraph 14.10 of this Exhibit.

26 3.2 Domestic Violence Counseling - Time-Limited Family Reunification:

27 3.2.1 Interval House shall provide Domestic Violence Counseling
28 - Time-Limited Family Reunification (TLFR) services for parents and/or

1 caregivers who are victims of domestic violence and whose children ages birth
2 through eighteen (0-18) years have been removed from the home within the last
3 fifteen (15) months; hereinafter referred to as "PARTICIPANTS" for purposes of
4 Subparagraph 3.2 of this Exhibit.

5 3.2.2 Interval House shall provide Domestic Violence Counseling
6 - TLFR services for a minimum of four (4) unduplicated PARTICIPANTS. Domestic
7 Violence Counseling services shall include, but not be limited to, individual
8 and family counseling services that are goal-oriented and topic focused;
9 problem-solving skills; emotional support; increased control over life
10 situations; and enhanced self-esteem. Interval House shall develop
11 individualized counseling plans to meet the PARTICIPANTS' emotional and
12 therapeutic needs. Domestic Violence Counseling services shall be provided in
13 any language required by PARTICIPANTS.

14 3.2.3 Interval House shall provide a minimum of four (4) Domestic
15 Violence Counseling - TLFR sessions for each PARTICIPANT during the term of the
16 Agreement. Each counseling session shall be a minimum of fifty (50) minutes in
17 duration and scheduled by appointment.

18 3.2.4 Interval House shall provide Domestic Violence Counseling
19 - TLFR services at the FRC and/or at other community locations, to be approved
20 in advance and in writing by ADMINISTRATOR.

21 3.2.5 Interval House shall measure progress by ensuring that
22 PARTICIPANTS complete a FaCT registration form and the Domestic Violence
23 Indicators Checklist forms.

24 3.2.6 Interval House's Domestic Violence Counseling - TLFR
25 services shall address the following PSSF service category: Time-Limited
26 Family Reunification.

27 3.2.7 Interval House shall provide qualified Domestic Violence
28 Counselor staff as specified in Subparagraph 14.10 of this Exhibit.

1 3.3 Personal Empowerment Program Services:

2 3.3.1 Interval House shall provide Personal Empowerment Program
3 (PEP) services to parents and/or guardians of children ages birth through
4 eighteen (0-18) years, and who are victims of domestic violence; hereinafter
5 referred to as "PARTICIPANTS" for purposes of Subparagraph 3.3 of this
6 Exhibit.

7 3.3.2 Interval House shall provide PEP services for a minimum of
8 twenty-eight (28) unduplicated PARTICIPANTS. PEP services shall consist of a
9 ten (10) week domestic violence support group focusing on educating victims
10 involved in domestic violence so PARTICIPANTS can make more enlightened
11 decisions about relationships, safety, and future. PEP services shall
12 include, but not be limited to, safety planning; what is domestic violence;
13 effects of domestic violence; boundaries; anger management; effects of
14 domestic violence on children; legal aspects of domestic violence; working
15 through denial; red flags and lethality; healthy relationships; and "Where do
16 I go from here?" Interval House shall provide PEP services in English,
17 Spanish, and Vietnamese as required by PARTICIPANTS.

18 3.3.3 Interval House shall provide an ongoing series of classes
19 continuously during the term of the Agreement. Each class shall meet for a
20 minimum of two (2) hours per week. Interval House shall offer PEP services based
21 on PARTICIPANT availability, typically on Saturdays or in the evening hours.

22 3.3.4 Interval House shall provide PEP services at the FRC
23 and/or at other community locations, to be approved in advance and in writing
24 by ADMINISTRATOR.

25 3.3.5 Interval House shall measure progress by ensuring that
26 PARTICIPANTS complete a FaCT registration form and the standardized FaCT PEP
27 pre- and post-tests.

28 ///

1 3.3.6 Interval House's PEP services shall address the following
2 PSSF service categories: Family Support, Family Preservation, and Adoption
3 Promotion and Support.

4 3.3.7 Interval House shall provide qualified Domestic Violence
5 Counselor staff as specified in Subparagraph 14.10 of this Exhibit.

6 3.4 Personal Empowerment Program Services - Time-Limited Family
7 Reunification:

8 3.4.1 Interval House shall provide PEP - TLFR services for
9 parents and/or caregivers who are victims of domestic violence and whose
10 children ages birth through eighteen (0-18) years have been removed from the
11 home within the last fifteen (15) months; hereinafter referred to as
12 "PARTICIPANTS" for purposes of Subparagraph 3.4 of this Exhibit.

13 3.4.2 Interval House shall provide PEP - TLFR services for a
14 minimum of nine (9) unduplicated PARTICIPANTS. PEP services shall consist of
15 a ten (10) week domestic violence support group focusing on educating victims
16 involved in domestic violence so PARTICIPANTS can make more enlightened
17 decisions about relationships, safety, and future. PEP services shall
18 include, but not be limited to, safety planning; what is domestic violence;
19 effects of domestic violence; boundaries; anger management; effects of
20 domestic violence on children; legal aspects of domestic violence; working
21 through denial; red flags and lethality; healthy relationships; and "Where do
22 I go from here?" Interval House shall provide PEP services in English,
23 Spanish, and Vietnamese as required by PARTICIPANTS.

24 3.4.3 Interval House shall provide an ongoing series of classes
25 continuously during the term of the Agreement. Each class shall meet for a
26 minimum of two (2) hours per week. Interval House shall offer PEP services based
27 on PARTICIPANT availability, typically on Saturdays or in the evening hours.

28 ///

1 3.4.4 Interval House shall provide PEP - TLFR services at the
2 FRC and/or at other community locations, to be approved in advance and in
3 writing by ADMINISTRATOR.

4 3.4.5 Interval House shall measure progress by ensuring that
5 PARTICIPANTS complete a FaCT registration form and the standardized FaCT PEP
6 pre- and post-tests.

7 3.4.6 Interval House's PEP - TLFR services shall address the
8 following PSSF service category: Time-Limited Family Reunification.

9 3.4.7 Interval House shall provide qualified Domestic Violence
10 Counselor staff as specified in Subparagraph 14.10 of this Exhibit.

11 3.5 Domestic Violence Legal Assistance:

12 3.5.1 Interval House shall provide Domestic Violence Legal
13 Assistance services for parents and/or caregivers of children ages birth
14 through eighteen (0-18) years, and who are victims of domestic violence and
15 require legal services to ensure the safety of their children, hereinafter
16 referred to as "PARTICIPANTS" for purposes of Subparagraph 3.5 of this
17 Exhibit.

18 3.5.2 Interval House shall provide Domestic Violence Legal
19 Assistance Program services to a minimum of eight (8) unduplicated
20 PARTICIPANTS. Domestic violence Legal Assistance Program Services shall
21 include, but not be limited to assistance with restraining orders, custody,
22 dissolutions/divorce, and other family law issues:

23 3.5.2.1 Family Law Assistance: Preparing and filing
24 legal documents with court system, legal counseling, advocacy, and court
25 accompaniment with attorney representation at court proceedings; and
26 assistance with applying for restraining orders, custody issues, and
27 dissolutions/divorce when necessary to preserve safety of the PARTICIPANT and
28 the children.

1 3.5.2.2 Violence Against Women Act (VAWA) Assistance:

2 Assisting PARTICIPANTS with petitioning for United States residency without
3 support from their abusive partner, provide education on VAWA, assist with the
4 application process, assist with employment authorization, provide immigration
5 advocacy, and accompany PARTICIPANTS to interviews with the Immigration and
6 Naturalization Service.

7 3.5.2.3 Legal Clinics: Provide education on the legal
8 system, resources, how the legal and court processes work, and how to
9 effectively use the legal system for personal protection.

10 3.5.3 Interval House shall provide Domestic Violence Legal
11 Assistance services Monday through Friday from 8:00 a.m. to 8:00 p.m.,
12 Saturdays from 9:00 a.m. to 4:00 p.m., and Sundays as needed, continuously
13 during the term of the Agreement.

14 3.5.4 Interval House shall provide Domestic Violence Legal
15 Assistance services at the FRC and/or at other community locations, to be
16 approved in advance and in writing by ADMINISTRATOR.

17 3.5.5 Interval House shall measure progress by ensuring that
18 PARTICIPANTS complete a FaCT registration form. Additionally, Interval House
19 shall measure progress by tracking the number of PARTICIPANTS who file a court
20 order or file a Violence Against Women Act (VAWA) application.

21 3.5.6 Interval House's Domestic Violence Legal Assistance
22 services shall address the following PSSF service category: Family Support,
23 Family Preservation, and Adoption Promotion and Support.

24 3.5.7 Interval House shall provide qualified Family Law Attorney
25 staff as specified in Subparagraph 14.11 of this Exhibit.

26 3.6 Domestic Violence Legal Assistance - Time-Limited Family
27 Reunification:

28 3.6.1 Interval House shall provide the Domestic Violence Legal

1 Assistance - TLFR services for parents and/or caregivers who are victims of
2 domestic violence and whose children ages birth through eighteen (0-18) years
3 who are victims of domestic violence and require legal services to ensure the
4 safety of their children, including those who seek to facilitate the
5 reunification of their child(ren) safely and appropriately, during the fifteen
6 (15) month period that begins on the date that the child(ren) is (are)
7 considered to have entered the dependency system; hereinafter referred to as
8 "PARTICIPANTS" for purposes of Subparagraph 3.6 of this Exhibit.

9 3.6.2 Interval House shall provide Domestic Violence Legal
10 Assistance - TLFR services to a minimum of three (3) unduplicated
11 PARTICIPANTS. TLFR Domestic Violence Legal Assistance Program Services shall
12 include, but not be limited to;

13 3.6.2.1 Family Law Assistance: Preparing and filing
14 paperwork with court system, legal counseling, advocacy, assistance with
15 applying for restraining orders, custody issues, and dissolutions/divorce,
16 court accompaniment with attorney representation and other family issues when
17 necessary to preserve safety of the PARTICIPANT and the children.

18 3.6.2.2 Violence Against Women Act (VAWA) Assistance:
19 Assisting PARTICIPANTS with petitioning for United States residency without
20 support from their abusive partner, provide education on VAWA, assist with the
21 application process, assist with employment authorization, provide immigration
22 advocacy, and accompany PARTICIPANTS to interviews with the Immigration and
23 Naturalization Service.

24 3.6.2.3 Legal Clinics: Provide education on the legal
25 system, resources, how the legal and court processes work, and how to
26 effectively use the legal system for personal protection.

27 3.6.3 Interval House shall provide Domestic Violence Legal
28 Assistance - TLFR services Monday through Friday from 8:00 a.m. to 8:00 p.m.,

1 Saturdays from 9:00 a.m. to 4:00 p.m., and Sundays as needed, continuously
2 during the term of the Agreement.

3 3.6.4 Interval House shall provide Domestic Violence Legal
4 Assistance - TLFR services at the FRC and/or at other community locations, to
5 be approved in advance and in writing by ADMINISTRATOR.

6 3.6.5 Interval House shall measure progress by ensuring that
7 PARTICIPANTS complete a FaCT registration form. Additionally, Interval House
8 shall record the number of PARTICIPANTS on a tracking log to be approved in
9 advance and in writing by ADMINISTRATORS, and record the number of filed court
10 documents and VAWA applications.

11 3.6.6 Interval House's Domestic Violence Legal Assistance - TLFR
12 services shall address the following PSSF service category: Time-Limited
13 Family Reunification.

14 3.6.7 Interval House shall provide qualified Family Law Attorney
15 staff as specified in Subparagraph 14.11 of this Exhibit.

16 4. PSSF OUTCOME #2: SERVICES ADDRESSING HOW CHILDREN ARE SAFELY MAINTAINED
17 IN THEIR OWN HOMES, WHENEVER POSSIBLE AND APPROPRIATE

18 4.1 Comprehensive Case Management Team:

19 4.1.1 City of Garden Grove (Garden Grove) shall coordinate with
20 other collaborative partners to provide Comprehensive Case Management Team
21 services for families with children ages birth through eighteen (0-18) years,
22 hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.1 of
23 this Exhibit.

24 4.1.2 Garden Grove shall coordinate with other collaborative
25 partners to provide Comprehensive Case Management Team services for a minimum
26 of ninety (90) unduplicated PARTICIPANTS. Comprehensive Case Management Team
27 services shall include, but not be limited to; PARTICIPANT intake; assessment;
28 arranging and coordinating appropriate services; monitoring effectiveness of

1 services; and evaluating the outcome of services. Comprehensive Case
2 Management Team services shall include, but not be limited to, the following
3 components:

4 4.1.2.1 Assessment: The Family Advocate shall complete
5 a comprehensive assessment of PARTICIPANTS' strengths and needs and of the
6 community resources available to PARTICIPANT. The Family Advocate shall
7 complete a FaCT registration form, required consent forms, and a FaCT referral
8 form.

9 4.1.2.2 Individualized Service Plan: On the basis of the
10 assessment, the Family Advocate, with the Comprehensive Case Management Team,
11 under the supervision of the Clinical Supervisor, shall develop an
12 individualized service plan with the PARTICIPANT that identifies priorities,
13 desired outcomes, and the strategies and resources to be used in attaining the
14 outcomes.

15 4.1.2.3 Service Plan Implementation: The Family
16 Advocate, in conjunction with the appropriate providers, shall implement the
17 service plan aimed at mobilizing the community resources and services needed
18 to maximize the PARTICIPANT's physical, social, and emotional well-being; and
19 coordinate and monitor service delivery. The Family Advocate shall refer
20 PARTICIPANT as appropriate to other collaborative partners for service. The
21 Family Advocate shall track the referral on a FaCT referral form. Reporting
22 of referral outcomes shall be returned to the centralized data location.

23 4.1.2.4 Reassessment: The Family Advocate shall
24 reassess the PARTICIPANT's status, with input from contact level personnel
25 from the referring and referral collaborative partners, in a weekly clinical
26 review of cases. Comprehensive Case Management Team meetings shall provide
27 weekly evaluations and assessment for PARTICIPANTS.

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1 4.1.2.5 Termination: The Family Advocate, with the
2 input from the Clinical Supervisor and the Comprehensive Case Management Team,
3 shall terminate the case when the desired outcomes have been attained, the
4 PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

5 4.1.3 Garden Grove shall provide Comprehensive Case Management
6 Team services continuously during the term of this Agreement. Comprehensive
7 Case Management Team meetings shall be scheduled one (1) day per week for a
8 minimum of one (1) hour in duration. The Clinical Supervisor shall facilitate
9 the Comprehensive Case Management Team meetings.

10 4.1.4 Garden Grove shall provide services at the FRC and/or at
11 other community locations, to be approved in advance and in writing by
12 ADMINISTRATOR.

13 4.1.5 Garden Grove shall measure progress by ensuring that
14 PARTICIPANTS complete a FaCT registration form, and Garden Grove shall
15 complete a FaCT referral form, the Case Management Team Tracking and Follow-Up
16 Log, and maintain a case review log. Garden Grove shall provide an evaluation
17 of PARTICIPANT progress using the case plan provided by the Comprehensive Case
18 Management Team.

19 4.1.6 Garden Grove's Comprehensive Case Management Team services
20 shall address the following PSSF service categories: Family Preservation,
21 Family Support, Time-Limited Family Reunification, and Adoption Promotion and
22 Support.

23 4.1.7 Garden Grove shall provide qualified Family Advocate staff
24 as specified in Subparagraph 14.2 of this Exhibit. Additionally, Garden Grove
25 shall subcontract to provide qualified Clinical Supervisor staff as specified
26 in Subparagraph 14.5 of this Exhibit.

27 5. PSSF OUTCOME #3: SERVICES ADDRESSING HOW CHILDREN HAVE PERMANENCY AND
28 STABILITY IN THEIR LIVING SITUATIONS

1 5.1 Adoptive Parent and Relative Caregiver Respite Care:

2 5.1.1 The Raise Foundation (Raise) shall provide Adoptive Parent
3 and Relative Caregiver Respite Care for adoptive parents and relative
4 caregivers with children ages birth through eighteen (0-18) years, hereinafter
5 referred to as "PARTICIPANTS" for purposes of Subparagraph 5.1 of this
6 Exhibit.

7 5.1.2 Raise shall provide Adoptive Parents and Relative
8 Caregiver Respite Care for a minimum of twenty (20) unduplicated PARTICIPANTS.
9 Adoptive Parent and Relative Caregiver Respite Care services shall include,
10 but not be limited to, the following: supervised and organized activities and
11 events for children of relative caregivers and adoptive parents, thereby
12 providing support and relief for said families. All services will be provided
13 in Spanish and English.

14 5.1.3 Raise shall provide a minimum of four (4) Adoptive Parents
15 and Relative Caregiver Respite Care events during the term of this Agreement.
16 Adoptive Parent and Relative Caregiver Respite Care events shall be scheduled
17 Monday through Saturday. The family events shall be a minimum of two (2) hours
18 in duration.

19 5.1.4 Raise shall provide Adoptive Parent and Relative Caregiver
20 Respite Care at the FRC and/or at other community locations, to be approved in
21 advance and in writing by ADMINISTRATOR.

22 5.1.5 Raise shall measure progress by ensuring that PARTICIPANTS
23 complete a FaCT registration form, and a Satisfaction Survey, to be approved
24 in advance and in writing by ADMINISTRATOR.

25 5.1.6 Raise's Adoptive Parent and Relative Caregiver Respite
26 Care address the following PSSF service category: Adoption Promotion and
27 Support.

28 ///

1 5.1.7 Raise shall provide qualified Family Support Coordinator
2 staff as specified in Subparagraph 14.15 of this Exhibit.

3 5.2 Adoptive Parent and Relative Caregiver Family Support Services:

4 5.2.1 Raise shall provide Adoptive Parent and Relative Caregiver
5 Family Support Services for pre- and post-adoptive parents and/or relative
6 caregiver with children ages birth through eighteen (0-18) years, hereinafter
7 referred to as "PARTICIPANTS" for purposes of Subparagraph 5.2 of this
8 Exhibit.

9 5.2.2 Raise shall provide Adoptive Parent and relative Caregiver
10 Family Support Services for a minimum of twenty (20) unduplicated
11 PARTICIPANTS. Adoptive Parent and Relative Caregiver Family Support Services
12 shall include, but not be limited to, the following: supervised and organized
13 activities and events promoting family unity, positive parenting/child
14 interaction, parent education, encouragement and support. All services will
15 be offered in Spanish and English.

16 5.2.3 Raise shall provide a minimum of one (1) Adoptive Parent
17 and Relative Caregiver Family Support Services during the term of this
18 Agreement. Each session shall be a minimum of four (4) hours in duration.

19 5.2.4 Raise shall provide Adoptive Parent and Relative Caregiver
20 Family Support Services at the FRC and/or at other community locations, to be
21 approved in advance and in writing by ADMINISTRATOR.

22 5.2.5 Raise shall measure progress by ensuring that
23 PARTICIPANTS' parents complete a FaCT Registration Form.

24 5.2.6 Raise's Adoptive Parent and Relative Caregiver Family
25 Support Services shall address the following PSSF service category: Adoption
26 Promotion and Support.

27 5.2.7. Raise shall provide qualified Family Support Coordinator
28 staff as specified in Subparagraph 14.15 of this Exhibit.

1 5.3 Information and Referral:

2 5.3.1 The Raise Foundation shall provide Information and
3 Referral services for at-risk, low-income parents and/or caregivers and/or
4 their children ages birth through eighteen (0-18) years; hereinafter referred
5 to as "PARTICIPANTS" for the purposes of Subparagraph 5.3 of this Exhibit.

6 5.3.2 The Raise Foundation shall provide Information and
7 Referral services for a minimum of five hundred sixty-five (565) PARTICIPANTS.
8 Information and Referral services shall include an assessment of PARTICIPANT
9 needs and referral to a wide range of community services, but not be limited
10 to, emergency housing; food; utility assistance; accessing medical care;
11 counseling; child care; substance abuse treatment; domestic violence shelter
12 and legal assistance; parenting classes; mental health treatment; job
13 training; adult education; English-as-a-Second Language classes; legal aid;
14 recreation activities; tutoring and literacy programs; and other services
15 based on the PARTICIPANT's unique needs.

16 5.3.3 The Raise Foundation shall provide Information and
17 Referral services during FRC operating hours, Monday through Friday,
18 continuously during the term of the Agreement.

19 5.3.4 The Raise Foundation shall provide Information and
20 Referral services at the FRC and/or at other community locations, to be
21 approved in advance and in writing by ADMINISTRATOR.

22 5.3.5 The Raise Foundation shall measure progress by completing
23 the FaCT standardized Information and Referral Tracking Log in the FaCT*Track
24 database system.

25 5.3.6 The Raise Foundation's Information and Referral services
26 shall address the following PSSF service categories: Family Preservation,
27 Family Support, Time Limited Family Reunification and Adoption Promotion and
28 Support.

1 5.3.7 The Raise Foundation shall provide qualified Information &
2 Referral Specialist staff as specified in Subparagraph 14.14 of this Exhibit.

3 5.4 Community Wide Outreach Services:

4 5.4.1 The City of Garden Grove shall provide Community Wide
5 Outreach Events for biological parents and Pre-Adoptive Parents of children
6 ages birth through eighteen (0-18) years hereafter referred to as
7 "PARTICIPANTS:"

8 5.4.2 The City of Garden Grove shall provide Community Wide
9 Outreach services for a minimum of two hundred (200) unduplicated
10 PARTICIPANTS. Community Wide Outreach services shall include but not be
11 limited to an Annual FRC Celebration, health resource fair(s), seasonal
12 special events, and other related activities.

13 5.4.3 The City of Garden Grove shall provide a minimum of one
14 (1) Community Wide Outreach event during the term of the agreement. The event
15 shall be a minimum of two (2) hours in duration.

16 5.4.4 The City of Garden Grove shall provide Community Wide
17 Outreach services at the FRC, the Buena Clinton Neighborhood Center and other
18 collaborative partner locations.

19 5.4.5 The City of Garden Grove shall measure shall track the
20 number of PARTICIPANTS by ensuring that PARTICIPANTS complete a FaCT Group
21 Tracking Log.

22 5.4.6 Community Wide Outreach services shall address the
23 following PSSF service categories: Family Support, Family Preservation, Time-
24 Limited Family Reunification, and Adoption Promotion and Support.

25 5.4.7 The City of Garden Grove shall provide a qualified FRC
26 Coordinator staff as specified in Subparagraph 14.1 of this Exhibit.

27 6. PSSF OUTCOME #4: SERVICES ADDRESSING HOW THE CONTINUITY OF FAMILY
28 RELATIONSHIPS AND CONNECTIONS IS PRESERVED FOR CHILDREN

1 CONTRACTOR proposed no services under this PSSF Outcome.

2 7. PSSF OUTCOME #5: SERVICES ADDRESSING HOW FAMILIES HAVE ENHANCED
3 CAPACITY TO PROVIDE FOR THEIR CHILDREN'S NEEDS

4 7.1 Individual Case Management:

5 7.1.1 Garden Grove shall provide Individual Case Management -
6 Family Preservation/Family Support services for at-risk, low-income intact
7 and/or foster and/or pre- and post-adoptive families with children ages birth
8 through eighteen (0-18) years, and/or families in the process of
9 reunification, hereinafter referred to as "PARTICIPANTS" for purposes of
10 Subparagraph 7.1 of this Exhibit.

11 7.1.2 Garden Grove shall provide Individual Case Management -
12 Family Preservation/Family Support services for a minimum of one hundred sixty
13 (160) unduplicated PARTICIPANTS. A MSW intern will serve some of the 160
14 PARTICIPANTS. Individual Case Management services shall include, but not be
15 limited to, assessing the strengths and needs of PARTICIPANTS; linking
16 PARTICIPANTS with needed services; coordinating services with multiple FRC
17 collaborative partners to avoid duplication; monitoring PARTICIPANTS' progress
18 towards goals; following up to ensure that PARTICIPANTS' needs are being met;
19 and teaching and empowering PARTICIPANTS to access community services on their
20 own. With PARTICIPANT permission, Garden Grove will refer PARTICIPANTS to
21 CONTRACTOR's Comprehensive Case Management Team meetings to assist with
22 mobilizing services in support of families receiving Individual Case
23 Management services.

24 7.1.3 Garden Grove shall provide Individual Case Management -
25 Family Preservation/Family Support services Monday through Thursday from 9:00
26 a.m. to 6:00 p.m., and 9:00 a.m. to 5:00 p.m. on Friday, continuously during the
27 term of the Agreement. Garden Grove shall provide Individual Case Management -
28 Family Preservation/Family Support services to PARTICIPANTS for a minimum of

1 sixty (60) days and as often as needed to address their needs and achieve their
2 goal(s).

3 7.1.4 Garden Grove shall provide Individual Case Management -
4 Family Preservation/Family Support services at the FRC and/or at other
5 community locations, to be approved in advance and in writing by
6 ADMINISTRATOR.

7 7.1.5 Garden Grove shall measure progress by ensuring that
8 PARTICIPANTS complete a FaCT registration form. Additionally, Garden Grove
9 shall complete the FaCT Advocacy Tracking and Outcomes Log.

10 7.1.6 Garden Grove's Individual Case Management - Family
11 Preservation/Family Support services shall address the following PSSF service
12 categories: Family Preservation, Family Support, Time-Limited Family
13 Reunification, and Adoption Promotion and Support.

14 7.1.7 Garden Grove shall provide qualified Family Advocate staff
15 and/or MSW Intern as specified in Subparagraphs 14.2 and 14.6 of this Exhibit.

16 7.2 Parent Education:

17 7.2.1 Garden Grove, through a subcontract with Orange County
18 Youth and Family Services (OCYFS), shall provide Parent Education classes for
19 parents and/or caregivers of children in Kindergarten through twelfth (K-12)
20 grades, hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph
21 7.2 of this Exhibit.

22 7.2.2 Garden Grove, through subcontract with OCYFS, shall
23 provide Parent Education classes for a minimum of thirty (30) unduplicated
24 PARTICIPANTS. Parent Education classes shall include, but not be limited to,
25 child development; self-esteem; positive discipline and communication; styles
26 of parenting; control vs. influence; choices; problems related to drugs
27 sexuality and violence; developing courage and positive self-esteem in teens;
28 turning discouragement into encouragement; teen behavior and problem solving;

1 cooperation and communication; and problem solving skills.

2 7.2.3 Garden Grove, through subcontract with OCYFS, shall
3 provide a minimum of two (2) series of Parent Education classes during the
4 term of the Agreement. One series will focus on issues related to teens and
5 one series will focus on general parenting issues. Each series shall meet for
6 a minimum of two (2) hours per week for six (6) weeks.

7 7.2.4 Garden Grove, through subcontract with OCYFS, shall
8 provide Parent Education classes at the FRC and/or at other locations within
9 the community, to be approved in advance and in writing by ADMINISTRATOR.

10 7.2.5 Garden Grove, through subcontract with OCYFS, shall
11 measure progress by ensuring that PARTICIPANTS complete a FaCT registration
12 form and the FaCT Parenting pre- and post-tests.

13 7.2.6 Garden Grove's, through subcontract with OCYFS, Parent
14 Education classes shall address the following PSSF service categories: Family
15 Support, Family Preservation, Time-Limited Family Reunification, and Adoption
16 Promotion and Support.

17 7.2.7 Garden Grove through subcontract shall provide qualified
18 Parent Educator and Clinical Supervisor staff as specified in Subparagraphs
19 14.5 and 14.16 of this Exhibit.

20 7.3 Parent Education:

21 7.3.1 Raise shall provide Parent Education classes to low-
22 income, high-risk, parents with children ages birth through eighteen (0-18)
23 years, hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph
24 7.3 of this Exhibit.

25 7.3.2 Raise shall provide Parent Education classes for a minimum
26 of forty (40) unduplicated PARTICIPANTS. Parent Education classes shall
27 include, but not be limited to, child development, behavior management, and
28 coping skills.

1 7.3.3 Raise shall provide a minimum of two (2) series of Parent
2 Education classes during the term of this Agreement. Each series will meet
3 for a minimum of one and one-half (1 ½) hours per week for six (6) weeks.

4 7.3.4 Raise shall provide Parent Education classes at the FRC
5 and/or at other community locations, to be approved in advance and in writing
6 by ADMINISTRATOR.

7 7.3.5 Raise shall measure progress by ensuring that PARTICIPANTS
8 complete a FaCT registration form.

9 7.3.6 Raise's Parent Education services shall address the
10 following PSSF service categories: Family Support, Family Preservation, Time-
11 Limited Family Reunification, and Adoption Promotion and Support.

12 7.3.7 Raise shall provide qualified Class Facilitators as
13 specified in Subparagraphs 14.13 of this Exhibit.

14 8. PSSF OUTCOME #6: SERVICES ADDRESSING HOW CHILDREN RECEIVE APPROPRIATE
15 SERVICES TO MEET THEIR EDUCATIONAL NEEDS

16 CONTRACTOR proposed no services under this PSSF Outcome.

17 9. PSSF OUTCOME #7: SERVICES ADDRESSING HOW CHILDREN RECEIVE ADEQUATE
18 SERVICES TO MEET THEIR PHYSICAL AND MENTAL HEALTH NEEDS

19 9.1 Individual Counseling by Community Service Programs, Inc.:

20 9.1.1 Community Service Programs, Inc. (CSP) shall provide
21 Individual Counseling services for low-income, high-risk parents and/or
22 caregivers and/or their children ages birth through eighteen (0-18) years who
23 are not Medi-Cal eligible and/or who do not meet the Medi-Cal requirements for
24 medical necessity and who may be experiencing a crisis due to interpersonal
25 conflicts, family crises, difficult parenting issues, challenging child needs,
26 and/or traumatic loss, hereinafter referred to as "PARTICIPANTS" for purposes
27 of Subparagraph 9.1 of this Exhibit.

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1 9.1.2 CSP shall provide Individual Counseling services for a
2 minimum of fifty (50) unduplicated PARTICIPANTS. Individual Counseling
3 services shall include, but not be limited to, improving communication and
4 coping skills; improving problem-solving skills; strengthening parent-child
5 and family relationships; and making referrals to other community agencies if
6 additional counseling services are needed.

7 9.1.3 CSP shall provide Individual Counseling services from 9:00
8 a.m. through 6:00 p.m., Monday through Thursday and 9:00 a.m. through 5:00
9 p.m. on Friday, as well as evenings and weekends if needed, continuously
10 during the term of the Agreement. CSP shall provide a minimum of four (4) and
11 a maximum of twelve (12) counseling sessions for each PARTICIPANT. Each
12 counseling session shall be a minimum of fifty (50) minutes in duration, or as
13 clinically indicated.

14 9.1.4 CSP shall provide Individual Counseling services at the
15 FRC and/or at other community locations, to be approved in advance and in
16 writing by ADMINISTRATOR.

17 9.1.5 CSP shall measure progress by ensuring that PARTICIPANTS
18 complete a FaCT registration form. Additionally, CSP shall complete the FaCT
19 Counseling Assessment Tool and the FaCT Mental Health Counseling Indicators
20 Checklist.

21 9.1.6 CSP's Individual Counseling services shall address the
22 following PSSF service categories: Family Support, Family Preservation, Time-
23 Limited Family Reunification, and Adoption Promotion and Support.

24 9.1.7 CSP shall provide qualified Counselor staff as specified
25 in Subparagraph 14.8 of this Exhibit.

26 9.2 Family Counseling by CSP:

27 9.2.1 CSP shall provide Family Counseling services for low-
28 income, high-risk families with children ages birth to eighteen (0-18) years

1 who are not Medi-Cal eligible and/or who do not meet the Medi-Cal requirements
2 for medical necessity and who may be experiencing a crisis due to
3 interpersonal conflicts, family crises, difficult parenting issues,
4 challenging child needs, and/or traumatic loss, hereinafter referred to as
5 "PARTICIPANTS" for purposes of Subparagraph 9.2 of this Exhibit.

6 9.2.2 CSP shall provide Family Counseling services for a minimum
7 of thirty-five (35) unduplicated PARTICIPANTS. Family Counseling services
8 shall include, but not be limited to, improving communication and coping
9 skills; improving problem-solving skills; strengthening parent-child and
10 family relationships; and making referrals to other community agencies if
11 additional counseling services are needed.

12 9.2.3 CSP shall provide Family Counseling services from 9:00
13 a.m. through 6:00 p.m., Monday through Thursday and 9:00 a.m. through 5:00
14 p.m. on Friday, as well as evenings and weekends if needed, continuously
15 during the term of the Agreement. CSP shall provide a minimum of four (4) and
16 a maximum of twelve (12) counseling sessions for each PARTICIPANT. Each
17 counseling session shall be a minimum of fifty (50) minutes in duration, or as
18 clinically indicated.

19 9.2.4 CSP shall provide Family Counseling services at the FRC
20 and/or at other community locations, to be approved in advance and in writing
21 by ADMINISTRATOR.

22 9.2.5 CSP shall measure progress by ensuring that PARTICIPANTS
23 complete a FaCT registration form. Additionally, CSP shall complete the FaCT
24 Counseling Assessment Tool and the FaCT Mental Health Counseling Indicators
25 Checklist.

26 9.2.6 CSP's Family Counseling services shall address the
27 following PSSF service categories: Family Support, Family Preservation, Time-
28 Limited Family Reunification, and Adoption Promotion and Support.

1 9.2.7 CSP shall provide qualified Counselor staff as specified
2 in Subparagraph 14.8 of this Exhibit.

3 9.3 Group Counseling by CSP:

4 9.3.1 CSP shall provide Group Counseling services for low-
5 income, high-risk parents and/or caregivers and their children ages birth to
6 eighteen (0-18) years who are not Medi-Cal eligible and/or who do not meet the
7 Medi-Cal requirements for medical necessity and who may be experiencing a
8 crisis due to interpersonal conflicts, family crises, difficult parenting
9 issues, challenging child needs, and/or traumatic loss, hereinafter referred
10 to as "PARTICIPANTS" for purposes of Subparagraph 9.3 of this Exhibit.

11 9.3.2 CSP shall provide Group Counseling services for a minimum
12 of sixty-five (65) unduplicated PARTICIPANTS. Group Counseling services shall
13 include, but not be limited to, improving communication and coping skills;
14 improving problem-solving skills; strengthening parent-child and family
15 relationships; and making referrals to other community agencies if additional
16 counseling services are needed.

17 9.3.3 CSP shall provide a minimum of two (2) Group Counseling
18 sessions per month during the term of the Agreement. Each counseling session
19 shall be a minimum of one and one-half (1½) hours in duration, or as
20 clinically indicated.

21 9.3.4 CSP shall provide Group Counseling services at the FRC
22 and/or at other community locations, to be approved in advance and in writing
23 by ADMINISTRATOR.

24 9.3.5 CSP shall measure progress by ensuring that PARTICIPANTS
25 complete a FaCT registration form. For PARTICIPANTS younger than thirteen
26 (13) years, a Narrative Report shall be completed.

27 9.3.6 CSP's Group Counseling services shall address the
28 following PSSF service categories: Family Support, Family Preservation, Time-

1 Limited Family Reunification, and Adoption Promotion and Support.

2 9.3.7 CSP shall provide qualified Counselor staff as specified
3 in Subparagraph 14.8 of this Exhibit.

4 9.4 Individual Counseling by Garden Grove:

5 9.4.1 Garden Grove shall provide Individual Counseling services
6 for low-income, high-risk parents and/or caregivers and/or their children ages
7 birth through eighteen (0-18) years who are not Medi-Cal eligible and/or who
8 do not meet the Medi-Cal requirements for medical necessity and who may be
9 experiencing a crisis due to interpersonal conflicts, family crises, difficult
10 parenting issues, challenging child needs, and/or traumatic loss, hereinafter
11 referred to as "PARTICIPANTS" for purposes of Subparagraph 9.4 of this
12 Exhibit.

13 9.4.2 Garden Grove shall provide Individual Counseling services
14 for a minimum of ten (10) unduplicated PARTICIPANTS. Individual Counseling
15 services shall include, but not be limited to, improving communication and
16 coping skills; improving problem-solving skills; strengthening parent-child
17 and family relationships; and making referrals to other community agencies if
18 additional counseling services are needed.

19 9.4.3 Garden Grove shall provide Individual Counseling services
20 from 9:00 a.m. through 6:00 p.m., Monday through Thursday and 9:00 a.m.
21 through 5:00 p.m. on Friday, as well as evenings and weekends if needed,
22 throughout the educational school year beginning on, or about, September 1,
23 2009 and ending on April 30, 2010. Garden Grove shall provide a minimum of
24 four (4) and a maximum of twelve (12) counseling sessions for each
25 PARTICIPANT. Each counseling session shall be a minimum of fifty (50) minutes
26 in duration, or as clinically indicated.

27 9.4.4 Garden Grove shall provide Individual Counseling services
28 at the FRC and/or at other community locations, to be approved in advance and

1 in writing by ADMINISTRATOR.

2 9.4.5 Garden Grove shall measure progress by ensuring that
3 PARTICIPANTS complete a FaCT registration form. Additionally, Garden Grove
4 shall complete the FaCT Counseling Assessment Tool and the FaCT Mental Health
5 Counseling Indicators Checklist.

6 9.4.6 Garden Grove's Individual Counseling services shall
7 address the following PSSF service categories: Family Support, Family
8 Preservation, Time-Limited Family Reunification, and Adoption Promotion and
9 Support.

10 9.4.7 Garden Grove shall provide qualified Master of Social Work
11 (MSW) Intern staff as specified in Subparagraph 14.6 of this Exhibit.
12 Additionally, Garden Grove shall subcontract with qualified Clinical
13 Supervisor staff as described in Subparagraph 14.5 of this Exhibit.

14 9.5 Group Counseling by Garden Grove:

15 9.5.1 Garden Grove shall provide Group Counseling services for
16 low-income, high-risk parents and/or caregivers and their children ages birth
17 to eighteen (0-18) years who are not Medi-Cal eligible and/or who do not meet
18 the Medi-Cal requirements for medical necessity and who may be experiencing a
19 crisis due to interpersonal conflicts, family crises, difficult parenting
20 issues, challenging child needs, and/or traumatic loss, hereinafter referred
21 to as "PARTICIPANTS" for purposes of Subparagraph 9.6 of this Exhibit.

22 9.5.2 Garden Grove shall provide Group Counseling services for a
23 minimum of ten (10) unduplicated PARTICIPANTS. Group Counseling services
24 shall include, but not be limited to, improving communication and coping
25 skills; improving problem-solving skills; strengthening parent-child and
26 family relationships; and making referrals to other community agencies if
27 additional counseling services are needed.

28 ///

1 9.5.3 Garden Grove shall provide a minimum of two (2) Group
2 Counseling sessions during the term of this Agreement. Each counseling session
3 shall be a minimum of four (4) weeks for one and one-half (1½) hours per week.

4 9.5.4 Garden Grove shall provide Group Counseling services at
5 the FRC and/or at other community locations, to be approved in advance and in
6 writing by ADMINISTRATOR.

7 9.5.5 Garden Grove shall measure progress by ensuring that
8 PARTICIPANTS complete a FaCT registration form. For PARTICIPANTS younger than
9 thirteen (13) years, a Narrative Report shall be completed.

10 9.5.6 Garden Grove's Group Counseling services shall address the
11 following PSSF service categories: Family Support, Family Preservation, Time-
12 Limited Family Reunification, and Adoption Promotion and Support.

13 9.5.7 Garden Grove shall provide qualified MSW Intern staff as
14 specified in Subparagraph 14.6 of this Exhibit. Additionally, Garden Grove
15 shall subcontract with qualified Clinical Supervisor staff as described in
16 Subparagraph 14.5 of this Exhibit.

17 10. ADDITIONAL CONTRACTOR RESPONSIBILITIES

18 10.1 In addition to the services specified in Paragraphs 3 through 9 of
19 this Exhibit, CONTRACTOR shall:

20 10.1.1 Provide ADMINISTRATOR a detailed marketing plan for each
21 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

22 10.1.2 Actively engage the community including local residents,
23 faith-based groups, businesses, public and private organizations, civic
24 groups, and others in the planning and implementation of services that promote
25 the well-being, safety, and permanency of children, families and communities.

26 10.1.3 Be community-based and maximize opportunities to provide
27 integrated, coordinated and easily accessible resources for families that
28 assure the successful linkage of program participants with needed services.

1 10.1.4 Affirm families' cultural, ethnic, and linguistic
2 identities and enhance their ability to function in a multicultural society.

3 10.1.5 Be outcome driven and identify indicators that accurately
4 reflect progress towards stated goal(s).

5 10.1.6 Employ program strategies based on principles that have
6 been demonstrated to be effective with the target population to be served.

7 10.1.7 Identify and address family and child abuse issues in the
8 community with an emphasis on prevention, early intervention, and permanency.

9 10.1.8 Identify and address substance abuse problems, including
10 prevention and access to intervention strategies.

11 10.1.9 Demonstrate the ability, now and in the future, to
12 integrate multiple public, private, and collaborative partner funding sources.

13 10.2 CONTRACTOR shall maintain its Governance Structure outlining
14 resource sharing, accountability, decision-making strategies, conflict
15 resolution plan (including addition and/or deletion of any partner agency and
16 change of designated fiscal agent), ongoing community input and involvement,
17 principles of collaboration, and voting quorum (including what constitutes a
18 quorum).

19 10.3 CONTRACTOR's FRC Project Coordinator shall participate in
20 meetings, to be held not more than once per month, of all FaCT FRC Program
21 Coordinators for the purpose of information sharing, joint problem solving,
22 identification of Best Practices, development of common approaches to case
23 management and intake, training, and other related matters. ADMINISTRATOR
24 will provide CONTRACTOR with detailed information regarding meeting date(s)
25 and location(s).

26 10.4 CONTRACTOR shall develop a Community Action Council (CAC) that
27 shall meet a minimum of quarterly. The FRC will maintain a roster and a copy
28 of minutes for all CAC meetings. The composition of CONTRACTOR's CAC will

1 vary, depending on the specific goals of, and the services to be provided by,
2 the FRC. The CAC shall consist of community members such as parents, youths,
3 teachers, businesses, religious community leaders, law enforcement, and city
4 representatives.

5 10.5 Appropriate CONTRACTOR staff shall participate in all required
6 training identified by ADMINISTRATOR, including, but not limited to,
7 management information system, FRC Project Coordinator's role in the FRC, and
8 other FRC responsibilities and activities. ADMINISTRATOR will provide
9 CONTRACTOR with detailed information regarding meeting date(s) and
10 location(s).

11 10.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures for
12 reporting any special incidents that occur during CONTRACTOR's performance of
13 duties under this Agreement, involving CONTRACTOR's staff, participants,
14 and/or property.

15 10.7 CONTRACTOR shall provide child care services at the FRC to
16 children of parents attending FRC programs Monday through Friday during FRC
17 operating hours, and on evenings as required by participants, continuously
18 throughout the term of this Agreement. CONTRACTOR shall provide child care
19 only at the FRC unless approved in advance and in writing by ADMINISTRATOR.
20 CONTRACTOR shall provide qualified Child Care staff as specified in
21 Subparagraph 14.4 of this Exhibit.

22 11. REPORTS

23 11.1 CONTRACTOR shall prepare and submit written reports regarding each
24 participant to the FaCT Program Coordinator including, but not limited to, the
25 following information:

26 11.1.1 Family identifier;

27 11.1.2 Family member identifier;

28 11.1.3 Ethnicity;

1 11.1.4 Date of birth;
2 11.1.5 Sex;
3 11.1.6 Referral reason(s);
4 11.1.7 Services recommended;
5 11.1.8 Services provided;
6 11.1.9 Date services delivery begins;
7 11.1.10 Date service delivery ends;
8 11.1.11 Status indicators (e.g. previous abuse reports, existing
9 health problems, etc.);
10 11.1.12 Primary language spoken;
11 11.1.13 PSSF outcome measures as identified in Paragraphs 3
12 through 9 of this Exhibit; and
13 11.1.14 PSSF service categories as identified in Paragraphs 3
14 through 9 of this Exhibit.

15 11.2 Reports shall be prepared in a format approved in writing by
16 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and
17 Social Services Agency (SSA) Contract ADMINISTRATOR by the twentieth (20th) day
18 of each month for the preceding month of services.

19 11.3 CONTRACTOR shall complete registration forms and attendance sheets
20 for every service delivered to participant(s) unless specifically exempted by
21 ADMINISTRATOR.

22 11.4 CONTRACTOR shall complete the FaCT standardized Marketing Outreach
23 Log and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days
24 following the end of each quarter.

25 11.5 ADMINISTRATOR and CONTRACTOR may mutually agree in writing to add,
26 delete, waive, or otherwise modify reporting requirements as stated in this
27 paragraph.

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1 11.6 CONTRACTOR shall provide information deemed necessary by
2 ADMINISTRATOR to complete any state-required reports related to the services
3 provided under this Agreement.

4 12. SUSTAINABILITY

5 12.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order
6 to pursue long-term sustainability of CONTRACTOR'S FaCT collaborative
7 programs. This includes, but is not limited to, participation in the
8 following:

9 12.1.1 Assessment of long-term need for and reasonableness of
10 FaCT collaborative programs;

11 12.1.2 Training programs developed by or for FaCT;

12 12.1.3 Outreach activities initiated by FaCT staff or FaCT
13 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

14 12.1.4 Research of other public/private funding sources and
15 opportunities;

16 12.1.5 Pursuit of linkages with other partners, as appropriate,
17 and

18 12.1.6 Development of marketing and community education materials
19 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

20 12.2 CONTRACTOR agrees to cooperate in these efforts, as well as
21 independently pursue opportunities to improve sustainability of their
22 collaborative program. Independent activities may include activities
23 identified above as well as grant writing, and engaging in collaborative
24 agreements with other integrated service initiatives.

25 12.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain
26 CONTRACTOR's FaCT collaborative program by including written progress reports
27 in FaCT mandated reports.

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13. BUDGET

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

| Line Items: | Maximum Hourly Rate ⁽²⁾ | FTE ⁽¹⁾ | Total Contract Budget |
|--|--|--------------------|-----------------------------|
| <u>SALARIES:</u> | | | |
| <u>City of Garden Grove (GG):</u> | | | |
| FRC Project Coordinator | 24.19 | 1.00 | \$50,315 |
| Family Advocate | 13.08 | 1.00 | 27,207 |
| Data Entry/Client Tracking | 15.09 | 0.42 | 13,183 |
| Child Care ⁽⁶⁾ | 10.00 | 600 hours | 5,939 |
| Subtotal GG Salaries: | | | \$96,644 |
| GG Benefits (23.04%) ⁽³⁾ : | | | <u>22,539</u> |
| Subtotal GG Salaries and Benefits: | | | \$119,183 |
| <u>Community Services Programs, Inc. (CSP):</u> | | | |
| Program Director ⁽⁷⁾ | 34.38 | 0.03 | \$ 2,145 |
| Counselor ⁽⁷⁾ | 18.58 | 1.00 | <u>38,646</u> |
| Subtotal CSP Salaries: | | | \$40,791 |
| CSP Benefits (12.55%) ⁽³⁾ : | | | <u>6,643</u> |
| Subtotal CSP Salaries and Benefits: | | | \$47,434 |
| <u>Interval House (IH):</u> | | | |
| Domestic Violence Counselor | 19.23 | 0.25 | \$10,920 |
| Family Law Attorney | 25.00 | 0.10 | <u>5,171</u> |
| Subtotal IH Salaries: | | | \$16,091 |
| IH Benefits (21%) ⁽³⁾ : | | | <u>3,379</u> |
| Subtotal IH Salaries and Benefits: | | | \$19,470 |
| <u>The Raise Foundation (Raise):</u> | | | |
| Information & Referral Specialist | 11.08 | 0.75 | <u>\$17,285</u> |
| Subtotal Raise Salaries: | | | \$17,285 |
| Raise Foundation Benefits (15%) ⁽³⁾ : | | | <u>2,593</u> |
| Subtotal Raise Salaries and Benefits: | | | \$19,878 |
| Subtotal All Salaries and Benefits: | | | \$205,965 |
| <u>CONSULTANTS/SUBCONTRACTORS:</u> | | | |
| GG - Clinical Supervision ⁽⁸⁾ | | | 4,840 |
| GG - OCYFS | | | <u>4,820</u> |
| Subtotal Consultants/Subcontractors | | | \$ 9,660 |
| <u>SUPPLIES AND OPERATING EXPENSES:</u> | | | |
| GG - Office Expenses | | | \$ 1,500 |
| GG - Program Expenses | | | 2,000 |
| GG - Telephone | | | 1,852 |
| GG - Community Action Council Expenses | | | 520 |
| CSP - Office Expenses | | | 125 |
| CSP - Program Expenses | | | <u>538</u> |

| | | |
|---|---|------------------|
| 1 | CSP - Mileage ⁽⁵⁾ | 521 |
| 2 | CSP - Insurance | 304 |
| | CSP - Indirect Cost | 50 |
| 3 | CSP - Facility, Equipment, and Communication | 431 |
| 4 | CSP - Audit | 133 |
| | IH - Program Expenses | 84 |
| 5 | Raise - Parent Education Classes | 2,507 |
| 6 | Raise - Adoptive Respite Care & Family Events | 4,100 |
| | Raise - Mileage ⁽⁵⁾ | 250 |
| 7 | Raise - Staff Training ⁽⁴⁾ | 100 |
| | Raise - Audit | 100 |
| 8 | Subtotal Supplies/Operating Expenses | \$15,710 |
| 9 | COUNTY MAXIMUM OBLIGATION | <u>\$231,335</u> |

10 ⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the
11 amount of time (stated as a percentage) the position will be providing
12 services under the terms of this Agreement. This percentage is based upon a
13 40-hour work week. For salaried employees, FTE is defined as the amount of
14 time (stated as a percentage) the position will be paid for under the terms of
15 this Agreement, regardless of the number of hours actually worked.

16 ⁽²⁾ Maximum hourly rate which will be permitted during the term of this
17 Agreement; employees may be paid at less than maximum rate.

18 ⁽³⁾ Medical, long term disability, retirement, pension, employee
19 assistance, FICA, SUI, Worker's Compensation and vacation accrual.

20 ⁽⁴⁾ Travel costs will be in accordance with Title 41 CFR Chapter 301,
21 Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must
22 be approved by ADMINISTRATOR in advance. CONTRACTOR will be reimbursed for
23 actual expenses of lodging, up to the maximum allowed in Title 41 CFR Chapter
24 301, Travel Allowances. CONTRACTOR will be reimbursed for per diem rate paid
25 to employees for meals and incidental expenses incurred during travel, up to
26 the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

27 ⁽⁵⁾ Mileage is limited to the amount allowed by IRS.

28 ⁽⁶⁾ Garden Grove shall allocate a minimum of five thousand nine hundred

thirty-nine (\$5,939) dollars of its budget solely to the provision of child care. Garden Grove shall provide a minimum of six hundred (600) hours of child care during the term of this Agreement. Allowable costs include direct child care services and the purchase of supplies directly related to the provision of child care services. All purchases for child care related supplies must be requested in advance and in writing for approval by ADMINISTRATOR.

(7) CSP Individual Counseling and Family Counseling services shall include a Counselor at a minimum of 1.00 FTE, and a Program Director at a minimum of .03 FTE during the period from July 1, 2009 through June 30, 2010.

(8) Garden Grove shall dedicate a minimum of three thousand (\$3,000) dollars to the provision of Individual Counseling and Group Counseling services as described herein, through a subcontractor during the period from July 1, 2009 through June 30, 2010.

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 17.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 37.3 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 17.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

14. STAFF

City of Garden Grove shall provide the following described staff positions:

14.1 FRC Project Coordinator:

14.1.1 Duties: Responsible for overseeing all fiscal

1 reimbursements and accountability; processing program reports and evaluations;
2 coordinating data collection; providing administrative support including
3 networking and ensuring communication among the collaborative partners;
4 managing the FRC facility; coordinating FRC schedules; monitoring programs and
5 service providers; and attending meetings.

6 14.1.2 Minimum Qualifications: Bachelor's degree in Public
7 Administration, Psychology, Social Work, Business Administration, or a related
8 field from an accredited university; two (2) years of experience working with
9 a public or private social service, human service, or educational agency;
10 experience in supervising subordinate staff; knowledge of COUNTY Social
11 Services Agency operations and procedures; knowledge of case management
12 procedures; understand basic principles and methods of public administration,
13 family management, and youth development; knowledge of statistical and
14 research methods; ability to prepare budgets and administer contracts;
15 knowledge of computer applications including word processing and spreadsheets;
16 and knowledge of customer service techniques and principles.

17 14.2 Family Advocate:

18 14.2.1 Duties: Responsible for assessing needs and assisting
19 families in crisis to access resources to meet those needs; coordinating
20 information for PARTICIPANT referrals; compiling and maintaining records;
21 preparing reports; and attending all required meetings.

22 14.2.2 Minimum Qualifications: Bachelor's degree in Psychology or
23 a related field from an accredited university; four (4) years of experience
24 working in the human services field may be substituted for the education
25 requirement; one (1) year of experience working in the human services field;
26 knowledge of the child welfare system; ability to work with diverse
27 populations; excellent written and verbal communication skills; bilingual in
28 Spanish is required; and proficiency in English is required.

1 14.3 Data Entry/Client Tracking:

2 14.3.1 Duties: Responsible for correctly entering data in the
3 FaCT database and other data systems as required; following-up with
4 collaborative partners to collect data timely; generating required reports;
5 and attending FaCT meetings and trainings as required.

6 14.3.2 Minimum Qualifications: High school diploma or equivalent;
7 one (1) year of experience working with an automated data base tracking
8 system; excellent word processing and data entry skills; ability to interact
9 with collaborative partners to obtain accurate, complete, and timely data; and
10 proficiency in English is required.

11 14.4 Child Care Worker:

12 14.4.1 Duties: Responsible for taking care of children of parents
13 attending FRC activities and programs.

14 14.4.2 Minimum Qualifications: Sixteen (16) years of age;
15 previous paid or volunteer experience working with children in a group
16 setting; and proficiency in English is required.

17 14.5 Licensed Clinical Social Worker (LCSW) Clinical Supervisor:

18 14.5.1 Duties: Responsible for the clinical supervision of the
19 MSW Intern; providing weekly individual supervision to discuss cases, identify
20 learning strengths and weaknesses; teaching clinical issues related to the MSW
21 Intern's cases; teaching concepts and values of social work; aiding the MSW
22 Intern in integrating classroom learning with clinical experience; and
23 monitoring and assisting the MSW Intern with developing case plans and
24 reviewing case plans, notes, charts, and other PARTICIPANT documentation.

25 14.5.2 Minimum Qualifications: Master's degree in Social Work
26 from an accredited university; valid LCSW license; two (2) years of experience
27 with developing and implementing case plans and providing case management;
28 knowledge of human development including infant, child, and adult; possess

1 strong administrative, teaching, and clinical skills; possess wide range of
2 clinical skills and interventions for high risk families; and ability to
3 demonstrate sensitivity toward and work with diverse populations.

4 14.6 Master of Social Work (MSW) Intern:

5 14.6.1 Duties: Responsible for providing individual, family and
6 group counseling services; providing case management services; collecting,
7 organizing, and analyzing information about PARTICIPANT'S needs; assessing
8 PARTICIPANT'S needs, interests, aptitudes, abilities, and personality
9 characteristics; and developing an individualized service plan, under the
10 supervision of the LCSW Clinical Supervisor and FRC Project Coordinator, that
11 will identify PARTICIPANT'S strengths, priorities, desired outcomes and
12 referring PARTICIPANTS as appropriate to other collaborative partners and
13 community resources.

14 14.6.2 Minimum Qualifications: Bachelor's degree in Psychology,
15 Human Services, Sociology, or a related field from an accredited university;
16 currently enrolled in a MSW program or related field; two (2) years of
17 experience working in the human services field; ability to work with diverse
18 populations; ability to perform each duty satisfactorily; bilingual in Spanish
19 is required; and proficiency in English is required.

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

22 14.7 Program Director:

23 14.7.1 Duties: Responsible for working with the Executive
24 Director to administer and supervise the assigned programs; recruiting,
25 training, and orienting new staff and interns; evaluating staff performance;
26 facilitating staff meetings; preparing written reports for the assigned
27 programs; assisting with budget planning and budget modifications; monitoring
28 program expenses; writing grants and proposals; working with the Executive

1 Director to develop and implement program policies and procedures;
2 establishing and maintaining professional and cooperative public relations
3 with police, city and probation officials, and public and private agencies;
4 acting as program liaison to the police and probation departments, school
5 officials, and other service providers as well as representing the agency in
6 the community; monitoring all aspects of programs pertaining to this
7 Agreement; monitoring and overseeing all aspects of the service delivery
8 system; maintaining case files, promoting the best interest of the agency;
9 keeping the supervisor informed of problems and activities; assisting other
10 employees as needed; and performing other assignments as needed.

11 14.7.2 Minimum Qualifications: Master's degree in Counseling,
12 Psychology, Social Work, or a related field from an accredited university;
13 current licensure as a Licensed Clinical Social Worker is preferred; three (3)
14 years of counseling experience in addition to supervisory and administrative
15 experience; knowledge of theory and techniques of individual, family, and
16 group dynamics, as well as substance abuse issues; and proficiency in English
17 is required.

18 14.8 Counselor:

19 14.8.1 Duties: Responsible for providing counseling services as
20 described in this Agreement; collecting pre- and post-test data from
21 PARTICIPANTS; maintaining clear, concise, and complete PARTICIPANT files;
22 establishing and maintaining professional and cooperative relationships with
23 local school and law enforcement officials, public and private agencies, staff
24 members, and supervisors; completing accurate statistics, PARTICIPANT-related
25 and program-related paperwork; providing public presentations on the program
26 and assisting in public relations; evaluating and becoming familiar with
27 community service agencies appropriate for referral sources; promoting the
28 best interests of the agency; participating in FRC meetings, staff meetings,

1 supervision, training, and other meetings as needed; representing the agency
2 in approved community/agency committees; assisting other employees as needed;
3 keeping supervisor informed of problems and activities; and performing other
4 duties as needed.

5 14.8.2 Minimum Qualifications: Master's degree in Psychology,
6 Counseling, Social Work, or a related field from an accredited university; two
7 (2) years of counseling experience; knowledge of child and adolescent
8 development, parenting, education and training, individual and family
9 counseling theory and techniques; knowledge of theory and techniques of group
10 dynamics; bilingual in Spanish is required; and proficiency in English is
11 required.

12 14.9 Administrative Support:

13 14.9.1 Duties: Performing various appropriate human resource and
14 administrative duties as assigned by the agency.

15 14.9.2 Minimum Qualifications: High school diploma; one (1) year
16 experience working in a professional office environment; knowledge of computer
17 applications and standard office procedures; possess strong interpersonal and
18 organizational skills; possess excellent written and verbal communication
19 skills; ability to maintain confidentiality as appropriate; and proficiency in
20 English is required.

21 Interval House shall provide the following described staff positions:

22 14.10 Domestic Violence Counselor:

23 14.10.1 Duties: Under general supervision, responsible for
24 providing individual and/or group counseling for domestic violence victims;
25 completing required domestic violence intervention documentation; providing
26 Domestic Violence Hotline services; providing PEP services; maintaining
27 program files; interacting with FRC staff including Comprehensive Case
28 Management Team and the other FRC partners; and attending training meetings

1 and other meetings as required.

2 14.10.2 Minimum Qualifications: Master's degree in counseling or
3 related field; one (1) year of experience working with families experiencing
4 domestic violence; and strong verbal, written, and interpersonal skills;
5 bilingual in Spanish or Vietnamese preferred and valid Domestic Violence
6 Advocate Certificate are required; and proficiency in English is required.

7 14.11 Family Law Attorney

8 14.11.1 Duties: Responsible for providing legal counseling to
9 victims of domestic abuse on family law issues affecting victims of domestic
10 violence including, but not limited to, preparing applications for restraining
11 orders; assisting with child custody, child support dissolution, legal
12 separation, and related family matters; and providing legal representation and
13 advocacy for domestic abuse victims in court proceedings related to
14 restraining orders, and child custody, child support, dissolution, legal
15 separation, and related family matters; handling immigration issues including
16 VAWA; conducting PARTICIPANT needs assessments; and coordinating legal
17 services.

18 14.11.2 Minimum Qualifications: State Certified Domestic Violence
19 Advocate; Juris Doctorate in good standing with the California Bar
20 Association; three (3) years experience working in family law and one (1) year
21 experience working with the Orange County criminal justice system. Bilingual
22 in Spanish or Vietnamese preferred; and proficiency in English is required.

23 Garden Grove through subcontract shall provide the following described
24 staff positions:

25 14.12 Program Associate Director:

26 14.12.1 Duties: Responsible for reporting to the Executive
27 Director for program management, administration, and marketing; identifying
28 and securing the assigned number of schools per quarter; meeting with school

principals and other school personnel about date, time, space, and all other details to prepare a successful program; supervising recruiters and facilitators; monitoring staff outreach to parents, class enrollment, attendance, and graduation; assisting the Executive Director in maintaining accurate records, preparing class materials, hosting weekly meetings with facilitators, and arranging graduation ceremonies; teaching the parent training classes as needed, and serving as a parent counselor.

14.12.2 Minimum Qualifications: Bachelor's degree in Counseling, Education, Public Administration, Psychology, or a related field from an accredited university; equivalent work experience may substitute for the education requirement; work experience in teaching, supervision, marketing, program planning, public relations, and management is preferred; experience working with persons of diverse cultural and socio-economic backgrounds; and proficiency in English is required.

14.13 Class Facilitators:

14.13.1 Duties: Responsible for teaching parents' courses conducted by the agency; maintaining telephone contact with PARTICIPANTS; being available to PARTICIPANTS after class as needed; maintaining attendance records; and attending weekly meetings as required.

14.13.2 Minimum Qualifications: Bachelor's degree in Counseling, Education, Public Administration, Psychology, or a related field from an accredited university; equivalent work experience may substitute for the education requirement; previously attended the agency's Nine-Week Parent Involvement Program; bilingual in Spanish is required; and proficiency in English is required.

The Raise Foundation shall provide the following described staff position:

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1 14.14 Information & Referral Specialist:

2 14.14.1 Duties: Responsible for responding to walk-in, call-in,
3 and referred PARTICIPANTS seeking community resources; assisting in
4 assessments of PARTICIPANTS' needs; providing information and referral
5 assistance to PARTICIPANTS for community resources based on need; providing
6 outreach to community businesses and schools; researching and collecting
7 information and data regarding community resources; promoting FRC program
8 services in the community; representing the FRC at community events;
9 participating in the Comprehensive Case Management Team meetings; and
10 maintaining required documentation.

11 14.14.2 Minimum Qualifications: High school diploma or equivalent
12 GED; knowledge and understanding of the services provided by the FRC; ability
13 to relate well to individuals from a variety of backgrounds, income levels,
14 education levels, and cultures; bilingual in Spanish is required; and
15 proficiency in English is required.

16 14.15 Family Support Coordinator:

17 14.15.1 Duties: Responsible for developing and executing events
18 for respite care/family events; developing timeline for events, developing
19 brochures for events, maintaining records of all events, including
20 arranging/coordinating services such as entertainment, prizes, audio-visual,
21 and child care; attending required trainings and meetings; and completing
22 required documentation.

23 14.15.2 Minimum Qualifications: Bachelor's Degree in Social Work
24 or a related humanities field from an accredited university; knowledge of
25 Foster Care/Adoption System preferred; ability to relate well to individuals
26 from a variety of backgrounds, income levels, education levels, and cultures;
27 available to work evenings and Saturdays as needed; bilingual in Spanish is
28 preferred; and proficiency in English is required.

1 14.16 Parent Educator:

2 14.16.1 Duties: Responsible for providing Parent Education
3 Classes; reviewing and maintaining programs files; referring families to
4 available community resources and appropriate; maintaining program records;
5 and completing all required documentation.

6 14.16.2 Minimum Qualifications: Three (3) years college course
7 work and/or high school diploma with three (3) years parent education
8 experience; knowledge of community resources; bilingual in Spanish is
9 required; and proficiency in English is required.

10 14.17 ADMINISTRATOR may approve modifications to Minimum Qualifications
11 for any staff position set forth in this Paragraph 14 of this Exhibit on a
12 case-by-case basis, if modification is deemed by ADMINISTRATOR to be in the
13 best interests of COUNTY.

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