

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal
Dept.: City Manager
Subject: MAGNOLIA PARK FAMILY RESOURCE CENTER CONTRACT RENEWAL

From: Kimberly Huy
Dept.: Community Services
Date: April 13, 2010

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 ten 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

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- Interval House – Domestic violence prevention, counseling and legal assistance
- The Raise Foundation – Information and referral, parent education classes and data entry

The amount to be renewed is approximately \$231,335, for a twelve-month period beginning in July 1, 2010, and extending through June 30, 2011.

DISCUSSION

The attached Agreement with the County of Orange Social Services Agency will extend funding, in the amount of approximately \$231,335, for the FOCUS Collaborative to operate the Magnolia Park Family Resource Center, from July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT

There will be no fiscal impact to the City, as the project will be funded by the FaCT Grant.

RECOMMENDATION

It is recommended that City Council:

- Approve the Agreement with the County of Orange Social Services Agency, and
- Authorize the City Manger 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

Recommended for Approval


Matthew Fertal
City Manager

By: Claudia Valdivia-Alvarez 
Senior Administrative Analyst

Attachment: Agreement with the County of Orange Social Services Agency

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, 2010, 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."
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W I T N E S S E T H:

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

11
12 WHEREAS, COUNTY desires to contract with CONTRACTOR to provide promoting
13 safe and stable families services in Orange County;

14
15 WHEREAS, CONTRACTOR agrees to render such services on the terms and
16 conditions hereinafter set forth; and

17
18 WHEREAS, such contracts are authorized and provided for pursuant to the
19 Adoptions and Safe Families Act of 1997 (Public Law 105-89), California
20 Welfare and Institutions Code Sections 16600-16605, All County Letter (ACL)
21 No. 01-20, and ACL No. 03-12;

22
23 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, 2010, and terminate
3 on June 30, 2011, 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.

8 2. ALTERATION OF TERMS

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

16 3. STATUS OF CONTRACTOR

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

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

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1 4. DESCRIPTION OF SERVICES, STAFFING

2 4.1 CONTRACTOR agrees to provide those services, facilities,
3 equipment, and supplies as described in Exhibit "A" to the Agreement Between
4 County of Orange and City of Garden Grove and Community Service Programs, Inc.
5 and Interval House and The Raise Foundation, for the Provision of Services
6 Promoting Safe and Stable Families, attached hereto and incorporated herein by
7 reference. CONTRACTOR shall operate continuously throughout the term of this
8 Agreement with the number and type of staff described and as required for
9 provision of services hereunder pursuant to the personnel disclosure
10 provisions of this Agreement.

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

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

18 5. LICENSES AND STANDARDS

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

27 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
28 unless waived in whole or in part by ADMINISTRATOR, with all applicable

1 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
2 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
3 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
4 applicable laws and regulations of the United States, State of California,
5 County of Orange Social Services Agency and all administrative regulations,
6 rules and policies adopted thereunder as each and all may now exist or be
7 hereafter amended.

8 5.3 CONTRACTOR shall cooperate with the California Department of
9 Social Services (CDSS) on the implementation, monitoring, and evaluation of
10 the State's Child Abuse and Neglect Prevention and Intervention Program, and
11 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all
12 reporting and evaluation requirements established by CDSS.

13 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

14 6.1 Delegation and Assignment:

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

24 6.2 Subcontracts:

25 CONTRACTOR shall not subcontract for services under this Agreement
26 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
27 in writing to a subcontract, in no event shall the subcontract alter, in any
28 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must

1 be in writing and copies of same shall be provided to ADMINISTRATOR.
2 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
3 require.

4 6.2.1 Subcontracts of \$10,000 or less:

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

13 6.2.2 Subcontracts in excess of \$10,000:

14 CONTRACTOR shall develop and submit for approval to
15 ADMINISTRATOR a system for the procurement of subcontracts with any
16 organization in which the total cumulative cost of services provided by any
17 single organization is anticipated to exceed ten thousand dollars (\$10,000)
18 during the term of this Agreement. CONTRACTOR's proposed procurement system
19 shall take into consideration such factors as: degree of price competition;
20 pricing policies and techniques; experience and quality of service; methods of
21 evaluating subcontractor responsibility; relationship of subcontractor to
22 CONTRACTOR; and planning, award, and postaward management of subcontracts,
23 including internal audit procedures and monitoring of subcontractor's
24 performance until completion of services.

25 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
26 procurement system, CONTRACTOR shall comply with such procurement system in
27 obtaining subcontracts with a total cost in excess of ten thousand dollars
28 (\$10,000) during the term of this Agreement. In addition, CONTRACTOR shall

1 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
2 with any organization when the total cumulative cost of services to be
3 provided by that organization is anticipated to exceed ten thousand dollars
4 (\$10,000) during the term of this Agreement.

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

11 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

12 7.1 Form of Business Organization:

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

17 7.1.1 The form of CONTRACTOR's business organization, i.e.,
18 proprietorship, partnership, corporation, etc. .

19 7.1.2 A detailed statement indicating the relationship of
20 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
21 individual.

22 7.1.3 A detailed statement indicating the relationship of
23 CONTRACTOR to any subsidiary business organization or to any individual who
24 may be providing services, supplies, material or equipment to CONTRACTOR or in
25 any manner does business with CONTRACTOR under this Agreement.

26 7.2 Change in Form of Business Organization:

27 If during the term of this Agreement, the form of CONTRACTOR's
28 business organization changes, or the ownership of CONTRACTOR changes, or

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

6 7.3 Real Property Disclosure:

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

12 7.3.1 The location by street address and city of such real
13 property.

14 7.3.2 The fair market value of any such real property as such
15 value is reflected on the most recently issued County Tax Collector's tax
16 bill.

17 7.3.3 A detailed description of all existing and pending
18 agreements, with respect to the use or occupation of any such real property.
19 Such description shall include, but not be limited to:

20 7.3.3.1 The term duration of any rental agreement, lease
21 or sublease;

22 7.3.3.2 The amount of monetary consideration to be paid
23 to the lessor, sublessor or licensor over the term of the rental agreement,
24 lease, or sublease;

25 7.3.3.3 The type and dollar value of any other
26 consideration to be paid to the lessor, sublessor or licensor;

27 7.3.3.4 The full names and addresses of all parties to
28 any agreement concerning the real property and a listing of liens (if any)

1 thereof, together with a listing by full names and addresses of all officers,
2 directors and stockholders of any private corporation and a similar listing of
3 all general and limited partners of any partnership which is a party.

4 7.3.4 A listing by full names of all of CONTRACTOR's officers,
5 directors and/or partners, members of its administrative and advisory boards,
6 staff and consultants, who have any family relationship by marriage or blood
7 with a party to any agreement concerning real property referred to in
8 Subparagraph 7.3.3, immediately above, or who have any present or future
9 financial interest in such person's business, whether the entity concerned is
10 a corporation or partnership. Such listing shall also include the full names
11 of all of CONTRACTOR's officers, directors, partners and those holding a
12 financial interest. Included are members of its advisory boards, members of
13 its staff and consultants, who have any family relationship by marriage or
14 blood, to an officer, director, or stockholder of the corporation or to any
15 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
16 also indicate the names of the officers, directors, stockholders, or
17 partner(s), as appropriate, and the family relationship, which exists between
18 such person(s) and CONTRACTOR's representatives listed.

19 7.3.5 True and correct copies of all agreements with respect to
20 any such real property shall be appended to the affidavit described above and
21 made a part thereof. If, during the term of this Agreement, there is a change
22 in the agreement(s) with respect to real property where persons receive
23 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
24 describing such changes.

25 8. NON-DISCRIMINATION

26 8.1 In the performance of this Contract, CONTRACTOR agrees that it
27 shall not engage nor employ any unlawful discriminatory practices in the
28 admission of clients, provision of services or benefits, assignment of

1 accommodations, treatment, evaluation, employment of personnel or in any other
2 respect on the basis of sex, race, color, ethnicity, national origin,
3 ancestry, religion, age, marital status, medical condition, sexual
4 orientation, sexual preference, physical or mental disability, or any other
5 protected group in accordance with the requirements of all applicable Federal
6 or State law.

7 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan, which
8 meets the lawful and applicable requirements of the U.S. Department of Health
9 and Human Services.

10 8.3 CONTRACTOR shall furnish any and all information requested by
11 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
12 books, records and accounts in order to ascertain CONTRACTOR's compliance with
13 Paragraph 8 et seq.

14 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
15 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
16 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

17 8.5 Non-Discrimination in Employment

18 8.5.1 All solicitations or advertisements for employees placed
19 by or on behalf of CONTRACTOR shall state that all qualified applicants will
20 receive consideration for employment without regard to sex, race, color,
21 ethnicity, national origin, ancestry, religion, age, marital status, medical
22 condition, sexual orientation, sexual preference, physical or mental
23 disability, or any other protected group in accordance with the requirements
24 of all applicable Federal or State laws. Notices describing the provisions of
25 the equal opportunity clause shall be posted in a conspicuous place for
26 employees and job applicants.

27 8.5.2 CONTRACTOR shall refer any and all employees desirous of
28 filing a formal discrimination complaint to:

1 California Department of Social Services
2 Public Inquiry and Response Bureau
3 P.O. Box 944243, M.S. 8-3-23
4 Sacramento, California 94244-2430
5 Telephone: 1-800-952-5253
6 1-800-952-8349 (For the hard of hearing)

7 8.6 Non-Discrimination in Service Delivery

8 8.6.1 CONTRACTOR shall comply with Title VI and VII of the Civil
9 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973,
10 as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act
11 of 1977, as amended, and in particular Section 272.6; Title II of the
12 Americans with Disabilities Act of 1990; California Civil Code Section 51 et
13 seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as
14 amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title
15 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24 of the
16 CCR, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC
17 Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic
18 Adoption Act of 1996; and other applicable Federal and State laws, as well as
19 their implementing regulations (including Title 45 Code of Federal Regulations
20 (CFR) Parts 80, 84, and 91, Title 7 CFR Part 15, and Title 28 CFR Part 42),
21 and any other law pertaining to Equal Employment Opportunity, Affirmative
22 Action and Nondiscrimination as each may now exist or be hereafter amended.
23 CONTRACTOR shall not implement any administrative methods or procedures which
24 would have a discriminatory effect or which would violate the CDSS Manual of
25 Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any
26 violations of this paragraph, CDSS shall have the right to invoke fiscal
27 sanctions or other legal remedies in accordance with WIC Code Section 10605,
28 or Government Code Sections 11135-11139.5, or any other laws, or the issue may

1 be referred to the appropriate Federal agency for further compliance action
2 and enforcement of Subparagraph 8.6 et seq.

3 8.6.2 CONTRACTOR shall provide any and all clients desirous of
4 filing a formal complaint any and all information as appropriate:

5 8.6.2.1 Pamphlet: "Your Rights Under California Welfare
6 Programs" (PUB 13)

7 8.6.2.2 Discrimination Complaint Form

8 8.6.2.3 Civil Rights Contacts:

9 County Civil Rights Contact:

10 Orange County Social Services Agency
11 Program Integrity

12 P.O. Box 22001

13 Santa Ana, CA 92702-2001

14 Attn: Civil Rights Coordinator

15 Telephone: (714) 438-8880

16 State Civil Rights Contact:

17 California Department of Social Services

18 Civil Rights Bureau

19 P.O. Box 944243, M.S. 8-16-70

20 Sacramento, CA 94244-2430

21 Federal Civil Rights Contact:

22 U.S. Department of Health and Human Services

23 Office of Civil Rights

24 50 U.N. Plaza, Room 322

25 San Francisco, CA 94102

26 9. NOTICES

27 All notices, claims, correspondence, reports, and/or statements
28 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

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

7 10. INDEMNIFICATION AND INSURANCE

8 10.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
9 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
10 State, COUNTY, and their elected and appointed officials, officers, employees,
11 agents and those special districts and agencies which COUNTY's Board of
12 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
13 any claims, demands or liability of any kind or nature, including but not
14 limited to personal injury or property damage, arising from or related to the
15 services, products or other performance provided by CONTRACTOR pursuant to
16 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
17 court of competent jurisdiction because of the concurrent active negligence of
18 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
19 be apportioned as determined by the court. Neither party shall request a jury
20 apportionment.

21 10.2 Without limiting CONTRACTOR's liability for indemnification, prior
22 to the provision of services under this Agreement, CONTRACTOR agrees to
23 purchase all required insurance at CONTRACTOR's expense and to deposit with
24 ADMINISTRATOR Certificates of Insurance, including all endorsements required
25 herein, necessary to satisfy COUNTY that the insurance provisions of this
26 Agreement have been complied with and to keep such insurance coverage and the
27 certificates therefore on deposit with ADMINISTRATOR during the entire term of
28 this Agreement, and beyond, as set forth herein.

1 10.3 CONTRACTOR shall ensure that all subcontractors performing work on
2 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
3 CONTRACTOR's insurance as an additional insured or maintain insurance subject
4 to the same terms and conditions as set forth herein for CONTRACTOR.
5 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
6 than the level of coverage required by COUNTY from CONTRACTOR under this
7 Agreement. It is the obligation of CONTRACTOR to provide notice of the
8 insurance requirements to every subcontractor, and to receive proof of
9 insurance prior to allowing any subcontractor to begin work. Such proof of
10 insurance must be maintained by CONTRACTOR through the entirety of this
11 Agreement for inspection by COUNTY representative(s) at any reasonable time.

12 10.4 All insurance policies required by this Agreement shall declare
13 any deductible or self-insured retention (SIR) in an amount in excess of
14 \$25,000 (\$5,000 for automobile liability), which shall specifically be
15 approved by the County Executive Office (CEO)/Office of Risk Management.
16 CONTRACTOR shall be responsible for reimbursement of any deductible to the
17 insurer. Any SIRs or deductibles shall be clearly stated on the Certificate
18 of Insurance.

19 10.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
20 the full term of this Agreement, COUNTY may terminate this Agreement.

21 10.6 The policy or policies of insurance required herein must be issued
22 by an insurer licensed to do business in the State of California (California
23 Admitted Carrier). If the insurer is not licensed to do business in the State
24 of California, ADMINISTRATOR retains the right to approve or reject the
25 insurer after a review of the insurer's performance and financial ratings by
26 the CEO/Office of Risk Management.

27 10.7 The policy or policies of insurance required herein must be issued
28 by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a

1 minimum financial rating of "VIII (Financial Size Category)," as determined by
 2 the most current edition of the Best's Key Rating Guide/Property-
 3 Casualty/United States.

4 10.8 The policy or policies of insurance maintained by CONTRACTOR shall
 5 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Partner Agencies</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limited per occurrence \$2,000,000 aggregate	City of Garden Grove (City), Community Service Programs (CSP), Interval House (IH), and The Raise Foundation (TRF)
Automobile Liability (covering all owned, non-owned and hired vehicles)	\$1,000,000 combined single limit per occurrence	City, CSP, IH, and TRF
Workers' Compensation	Statutory	City, CSP, IH and TRF
Employer's Liability	\$1,000,000 per occurrence	City, CSP, IH, and TRF
Sexual Misconduct Liability	\$1,000,000 per occurrence	City, CSP, IH, and TRF
Professional Liability	\$1,000,000 per claims made or per occurrence	City, CSP, IH, and TRF
Employee Dishonesty	\$38,540	City

21 10.9 All liability insurance, except Professional Liability, required
 22 by this Agreement shall be at least \$1,000,000 combined single limit per
 23 occurrence. Professional Liability may also be provided on a "Claims Made"
 24 basis. The minimum aggregate limit for the Commercial General Liability
 25 policy shall be \$2,000,000.

26 10.10 The COUNTY shall be added as an additional insured on all
 27 insurance policies required by this Agreement with respect to the services
 28 provided by CONTRACTOR under the terms of this Agreement (except Workers'

1 Compensation/Employers' Liability, and Professional Liability). An additional
2 insured endorsement evidencing that COUNTY is an additional insured shall
3 accompany the Certificate of Insurance.

4 10.11 All insurance policies required by this Agreement shall be primary
5 insurance, and any insurance maintained by COUNTY shall be excess and non-
6 contributing with insurance provided by these policies. An endorsement
7 evidencing that CONTRACTOR's insurance is primary and non-contributing shall
8 specifically accompany the Certificate of Insurance for the Commercial General
9 Liability and Sexual Misconduct Liability.

10 10.12 All insurance policies required by this Agreement shall give
11 COUNTY thirty (30) days notice in the event of cancellation. This shall be
12 evidenced by an endorsement separate from the Certificate of Insurance. In
13 addition, the cancellation clause must include language as follows, which
14 edits the pre-printed ACORD certificate:

15 "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
16 BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL
17 ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE
18 HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE~~
19 ~~SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE~~
20 ~~COMPANY, ITS AGENT OR REPRESENTATIVE."~~

21 10.13 All insurance policies required by this Agreement shall waive all
22 rights of subrogation against COUNTY and members of the Board of Supervisors,
23 its elected and appointed officials, officers, agents and employees when
24 acting within the scope of their appointment or employment.

25 10.14 If CONTRACTOR's Professional Liability policy is a "claims made"
26 policy, CONTRACTOR shall agree to maintain professional liability coverage for
27 two (2) years following completion of this Agreement.

28 ///

1 10.15 The Commercial General Liability policy shall contain a
2 severability of interest clause.

3 10.16 CONTRACTOR is aware of the provisions of Section 3700 of the
4 California Labor Code, which requires every employer to be insured against
5 liability for Workers' Compensation or be self-insured in accordance with
6 provisions of that code. CONTRACTOR will comply with such provisions and
7 shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for
8 the period of this Agreement, statutory Workers' Compensation insurance and
9 Employers' Liability insurance with minimum limits of \$1,000,000 per
10 occurrence.

11 10.17 If CONTRACTOR fails to provide the insurance certificates and
12 endorsements within seven (7) days of notification by CEO/County Procurement
13 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

14 10.18 COUNTY expressly retains the right to require CONTRACTOR to
15 increase or decrease insurance of any of the above insurance types throughout
16 the term of this Agreement. Any increase or decrease in insurance will be as
17 deemed by CEO/Risk Manager as appropriate to adequately protect COUNTY.

18 10.19 COUNTY will notify CONTRACTOR in writing of changes in the
19 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
20 certificates of insurance and endorsements with ADMINISTRATOR incorporating
21 such changes within thirty (30) days of receipt of such notice, this Agreement
22 may be in breach without further notice to CONTRACTOR, and COUNTY will be
23 entitled to all legal remedies.

24 10.20 The procuring of such required policy or policies of insurance
25 shall not be construed to limit CONTRACTOR's liability hereunder nor to
26 fulfill the indemnification provisions and requirements of this Agreement.

27 10.21 The County of Orange Certificate of Insurance and the Special
28 Endorsement for the County of Orange can be utilized to verify compliance with

1 the above-mentioned insurance requirements in place of commercial insurance
2 certificates and endorsements.

3 11. CONFLICT OF INTEREST

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

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

14 12. ANTI-PROSELYTISM PROVISION

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

19 13. SUPPLANTING GOVERNMENT FUNDS

20 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
21 intended for the purposes of this Agreement with any funds made available
22 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
23 for, or apply sums received from COUNTY with respect to, that portion of its
24 obligations, which have been paid by another source of revenue. CONTRACTOR
25 agrees that it shall not use funds received pursuant to this Agreement, either
26 directly or indirectly, as a contribution or compensation for purposes of
27 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
28 program without prior written approval of ADMINISTRATOR.

1 14. EQUIPMENT

2 14.1 All items purchased with funds provided under this Agreement or
3 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
4 at least five thousand dollars (\$5,000.00), including sales tax, shall be
5 considered Capital Equipment. Title to all items of Capital Equipment
6 purchased vests and will remain in COUNTY as such shall be designated by
7 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
8 performance of this Agreement. Upon the termination of this Agreement,
9 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
10 or its representatives, or dispose of them in accordance with the directions
11 of ADMINISTRATOR.

12 CONTRACTOR further agrees to the following:

13 14.1.1 To maintain all items of Capital Equipment in good working
14 order and condition, normal wear and tear excepted.

15 14.1.2 To label all items of Capital Equipment, do periodic
16 inventories as required by ADMINISTRATOR and to maintain an inventory list
17 showing where and how the Capital Equipment is being used, in accordance with
18 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
19 ADMINISTRATOR within ten (10) days of any request therefor.

20 14.1.3 To report in writing to ADMINISTRATOR immediately after
21 discovery, the loss or theft of any items of Capital Equipment. For stolen
22 items, the local law enforcement agency must be contacted and a copy of the
23 police report submitted to ADMINISTRATOR.

24 14.1.4 To purchase a policy or policies of insurance covering
25 loss or damage to any and all Capital Equipment purchased under this
26 Agreement, in the amount of the full replacement value thereof, providing
27 protection against the classification of fire, extended coverage, vandalism,
28 malicious mischief and special extended perils (all risks) covering the

1 parties' interests as they appear.

2 14.2 The purchase of any Capital Equipment by CONTRACTOR shall be
3 requested in writing, shall require the prior written approval of
4 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
5 appropriate and directly related to CONTRACTOR's service or activity under the
6 terms of the Agreement. COUNTY may refuse reimbursement for any costs
7 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
8 if prior written approval has not been obtained from ADMINISTRATOR.

9 14.3 No personal computers or any component thereof may be purchased
10 with funds provided under this Agreement, regardless of purchase price,
11 without prior written approval of ADMINISTRATOR. Any personal computers or
12 any component thereof purchased shall be in accordance with computer
13 specifications provided by ADMINISTRATOR, be subject to the same inventory
14 control conditions specified in Subparagraphs 14.1.1 to 14.1.4 and, at the
15 sole discretion of ADMINISTRATOR, become the property of COUNTY upon
16 termination of this Agreement.

17 15. BREACH SANCTIONS

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

23 15.1 Afford CONTRACTOR a time period within which to cure the breach,
24 which period shall be established at the sole discretion of ADMINISTRATOR;
25 and/or

26 15.2 Discontinue reimbursement to CONTRACTOR for and during the period
27 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
28 later recovery; and/or

1 15.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
2 COUNTY those monies disallowed pursuant to Subparagraph 15.2, above.

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

6 16. DESIGNATED FISCAL AGENCY

7 16.1 Each of the Contractor Partner Agencies agrees that City of Garden
8 Grove shall serve as the designated fiscal agent on behalf of the CONTRACTOR,
9 with authority to present claims to COUNTY on behalf of each of the Contractor
10 Partner Agencies for services delivered by each of them pursuant to the
11 Agreement. As designated fiscal agent, City of Garden Grove shall receive the
12 claims of each of the other Contractor Partner Agencies on a monthly basis and
13 shall submit these claims, along with its own monthly claim, pursuant to
14 Paragraph 17 herein. Claims submitted to COUNTY by the designated fiscal
15 agent shall clearly identify the services that were performed by each
16 Contractor Partner Agency. Any and all payments to be made by COUNTY pursuant
17 to this Agreement shall be made payable to the designated fiscal agent. The
18 designated fiscal agent shall thereafter disburse payment as appropriate to
19 the Contractor Partner Agencies. Each of the Contractor Partner Agencies
20 agrees that County's disbursement of payment to the designated fiscal agent
21 shall satisfy COUNTY's payment obligation under this Agreement.

22 16.2 As designated fiscal agent, City of Garden Grove shall also be
23 responsible for, at a minimum, facilitating monthly CONTRACTOR meetings;
24 collecting documentation for invoices and outcome measurements from each
25 Contractor Partner Agency; and, maintaining complete and accurate records of
26 all financial and outcome measurement data on behalf of CONTRACTOR.

27 17. PAYMENTS

28 17.1 Maximum Contractual Obligation:

1 The maximum obligation of COUNTY under this Agreement shall be
2 \$231,335, or actual allowable costs, whichever is less.

3 17.2 Allowable Costs:

4 During the term of this Agreement, COUNTY will pay CONTRACTOR
5 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
6 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by
7 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for
8 anticipated allowable costs that will be incurred by CONTRACTOR for May and
9 June 2011, during the month of such anticipated expenditure.

10 17.3 Advance Payment:

11 ADMINISTRATOR may, in his or her sole discretion, advance to
12 CONTRACTOR an amount(s) not in excess of \$38,540 or sixteen point sixty-six
13 (16.66) percent of the maximum obligation of COUNTY, upon receipt of a written
14 request(s) by CONTRACTOR, which request(s) shall be accompanied by such
15 justification as ADMINISTRATOR may require. ADMINISTRATOR may, in his or her
16 sole discretion, deduct any such advances from any one or more payments owed
17 to CONTRACTOR prior to March 31, 2011. If, at the conclusion of this
18 Agreement, there is a balance owing COUNTY, CONTRACTOR shall immediately
19 refund said monies to COUNTY.

20 17.4 Claims:

21 17.4.1 All claims must be submitted monthly by CONTRACTOR no
22 later than the fifteenth (15th) day of the month following the month of service
23 on a form approved by ADMINISTRATOR. All claims submitted to COUNTY must be
24 supported with source documents including, inter alia, a monthly statement of
25 services, general ledgers, supporting journals, time sheets, invoices,
26 canceled checks, receipts, and receiving records, some of which may be
27 required to be copied and submitted with each monthly invoice. Source
28 documents that CONTRACTOR must submit with each monthly invoice shall be

1 determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
2 shall retain all financial records in accordance with Paragraph 21 (Records,
3 Inspections, and Audits) of this Agreement.

4 17.4.2 Payments should be released by COUNTY within a reasonable
5 time period of approximately thirty (30) days after receipt of a correctly
6 completed claim form and required supporting documentation.

7 17.4.3 Final Claim/Settlement:

8 17.4.3.1 Any and all claims must be received by
9 ADMINISTRATOR no later than August 30, 2011 at 5:00 p.m., said date being
10 approximately sixty (60) days after termination of this Agreement. Claims
11 received after this date and time may not be reimbursed. ADMINISTRATOR may,
12 in his or her sole discretion, modify the date upon which the final claim must
13 be received, upon notice to CONTRACTOR.

14 17.4.3.2 The basis for final settlement shall be the
15 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122,
16 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
17 to the maximum obligation of COUNTY. In the event that any overpayment has
18 been made, COUNTY may offset the amount of the overpayment against the final
19 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
20 pay COUNTY all such sums within five (5) days of notice from COUNTY. Nothing
21 herein shall be construed as limiting the remedies of COUNTY in the event an
22 overpayment has been made.

23 18. OVERPAYMENTS

24 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
25 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in
26 accordance with any applicable regulations and/or policies in effect during
27 the term of this Agreement, or as established by COUNTY procedure. Any
28 overpayments made by COUNTY which result from a payment by any other funding

1 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the
2 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
3 thirty (30) days after the date of the final audit findings report, and prior
4 to any administrative appeal process. In the event an overpayment owing by
5 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
6 shall reimburse COUNTY within thirty (30) days thereafter, and prior to any
7 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
8 COUNTY necessary to enforce the provisions set forth in this paragraph.

9 19. FINAL REPORT

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

15 20. INDEPENDENT AUDIT

16 20.1 CONTRACTOR shall employ a licensed certified public accountant,
17 who shall prepare and file with ADMINISTRATOR, an annual organization-wide
18 audit of related expenditures during the term of this Agreement in compliance
19 with the OMB Circular A-133, Audits of States, Local Governments, and Non-
20 Profit Organizations. The audit must be performed in accordance with
21 generally accepted government auditing standards and OMB Circular A-122.
22 CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to
23 ensure that corrective action is taken within six (6) months after issuance of
24 all audit reports with regard to audit exceptions.

25 20.2 It is mutually understood that CONTRACTOR is responsible for
26 providing its organization-wide audit to cover the entire term of this
27 Agreement as follows:

28 ///

Partner Agency	Fiscal Year	Independent Audit Report Periods	Date(s) Due to ADMINISTRATOR
City of Garden Grove	7/1 - 6/30	7/1/10 - 6/30/11	12/31/11
Community Service Programs, Inc.	7/1 - 6/30	7/1/10 - 6/30/11	12/31/11
Interval House	7/1 - 6/30	7/1/10 - 6/30/11	12/31/11
The Raise Foundation	7/1 - 6/30	7/1/10 - 6/30/11	12/31/11

20.3 Failure to provide copies of the organization-wide audits by the dates specified above shall be sufficient cause for ADMINISTRATOR, in his or her sole discretion, to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audits are provided to ADMINISTRATOR. ADMINISTRATOR may, in his or her 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 and to the satisfaction of ADMINISTRATOR.

21.2 Client Records:

21.2.1 CONTRACTOR shall prepare and maintain accurate and

1 complete records of clients served, and dates and type of services provided
2 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

3 21.2.2 All client records related to services provided under the
4 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
5 (5) years from the date of final payment under this Agreement or until all
6 pending COUNTY, State and Federal audits are completed, whichever is later.
7 Notwithstanding anything to the contrary, upon termination of this Agreement,
8 CONTRACTOR shall relinquish control with respect to client records to COUNTY
9 in accordance with Subparagraph 37.2.

10 21.2.3 COUNTY may refuse payment for a claim if client records
11 are determined by COUNTY to be incomplete or inaccurate. In the event client
12 records are determined to be incomplete or inaccurate after payment has been
13 made, COUNTY may treat such payment as an overpayment within the provisions of
14 this Agreement.

15 21.3 With the exception of client records or other records referenced
16 in Paragraph 26, entitled Confidentiality, all records, including but not
17 limited to, reports, audits, notices, claims, statements and correspondence,
18 required by this agreement may be subject to public disclosure. COUNTY will
19 not be liable for any such disclosure.

20 21.4 Inspections and Audits:

21 21.4.1 The U.S. Department of Health and Human Services,
22 Comptroller General of the United States, Director of CDSS, State Auditor-
23 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
24 Department, or any of their authorized representatives, shall have access to
25 any books, documents, papers and records, including medical records, of
26 CONTRACTOR which any of them may determine to be pertinent to this Agreement
27 for the purpose of financial monitoring. Further, all the above mentioned
28 persons have the right at all reasonable times to inspect or otherwise

1 evaluate the work performed or being performed under this Agreement and the
2 premises in which it is being performed.

3 21.4.2 CONTRACTOR shall make available its books and financial
4 records within the borders of COUNTY within ten (10) days after receipt of
5 written demand by ADMINISTRATOR.

6 21.4.3 In the event CONTRACTOR does not make available its books
7 and financial records within the borders of Orange County, CONTRACTOR agrees
8 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
9 designee, necessary to obtain CONTRACTOR's books and financial records.

10 21.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
11 liability to the State or Federal government or any agency thereof resulting
12 from any disallowances or other audit exceptions to the extent that such
13 liability is attributable to CONTRACTOR's failure to perform under this
14 Agreement.

15 22. PERSONNEL DISCLOSURE

16 22.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
17 all personnel providing services hereunder, including resumes and job
18 applications. Changes to the list will be immediately provided to
19 ADMINISTRATOR in writing, along with a copy of a resume and/or job
20 application. The list shall include:

21 22.1.1 All full or part-time staff positions by title, including
22 volunteer positions whose direct services are required to provide the programs
23 described herein;

24 22.1.2 A brief description of the functions of each position and
25 the hours each person works each week, or for part-time personnel each day or
26 month, as appropriate;

27 22.1.3 The professional degree, if applicable, and experience
28 required for each position; and

1 22.1.4 The language skill, if applicable, for all personnel.

2 22.2 Where authorized by law, CONTRACTOR shall conduct criminal record
3 background checks on all employees and/or volunteers who will provide services
4 under this Agreement.

5 22.3 CONTRACTOR warrants that all persons employed or otherwise
6 assigned by CONTRACTOR to provide services under this Agreement have
7 satisfactory past work records and/or reference checks indicating their
8 ability to perform the required duties and accept the kind of responsibility
9 anticipated under this Agreement. CONTRACTOR shall maintain records of
10 background investigations and reference checks undertaken and coordinated by
11 CONTRACTOR for each employee and/or volunteer assigned to provide services
12 under this Agreement for a minimum of five (5) years from the date of final
13 payment under this Agreement or until all pending COUNTY, State and Federal
14 audits are completed, whichever is later, in compliance with all applicable
15 laws.

16 22.4 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
17 arrest and/or subsequent conviction, for offenses other than minor traffic
18 offenses, of any paid employee and/or volunteer staff performing services
19 under this Agreement, when such information becomes known to CONTRACTOR.
20 ADMINISTRATOR, in his or her sole discretion, may determine whether such
21 employee and/or volunteer may continue to provide services under this
22 Agreement and shall provide notice of such determination to CONTRACTOR in
23 writing.

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

26 23. EMPLOYMENT ELIGIBILITY VERIFICATION

27 As applicable, CONTRACTOR warrants that it fully complies with all
28 Federal and State statutes and regulations regarding the employment of aliens

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

16 24. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

26 (c) a certification that CONTRACTOR has fully complied with all
27 applicable Federal and State reporting requirements regarding its employees;
28 and

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

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

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

14 25. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

15 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
16 ensure that all employees, volunteers, consultants, or agents performing
17 services under this Agreement report child abuse or neglect to one of the
18 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
19 abuse as defined in Section 15610.07 of the WIC to one of the agencies
20 specified in WIC Section 15630. CONTRACTOR shall require such employee,
21 volunteer, consultant or agent to sign a statement acknowledging the reporting
22 requirements as defined in Section 11166 and 11166.05 of the Penal Code and
23 the dependent adult and elder abuse reporting requirements as set forth in
24 Section 15630 of the WIC and will comply with the provisions of these code
25 sections as they now exist or as they may hereafter be amended.

26 26. CONFIDENTIALITY

27 26.1 CONTRACTOR agrees to maintain the confidentiality of its records
28 pursuant to WIC Sections 10850-10853, the CDSS MPP, Division 19-000, and all

1 other provisions of law, and regulations promulgated thereunder relating to
2 privacy and confidentiality, as each may now exist or be hereafter amended.

3 26.2 All records and information concerning any and all persons
4 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
5 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
6 volunteers. CONTRACTOR shall require all of its employees, agents,
7 subcontractors and volunteer staff who may provide services for CONTRACTOR
8 under this Agreement to sign an agreement with CONTRACTOR before commencing
9 the provision of any such services, to maintain the confidentiality of any and
10 all materials and information with which they may come into contact, or the
11 identities or any identifying characteristics or information with respect to
12 any and all participants referred to CONTRACTOR by COUNTY, except as may be
13 required to provide services under this Agreement or to those specified in
14 this Agreement as having the capacity to audit CONTRACTOR, and as to the
15 latter, only during such audit. CONTRACTOR shall comply with any audits
16 specified in Paragraph 21, provide reports and any other information required
17 by COUNTY in the administration of this Agreement, and as otherwise permitted
18 by law.

19 26.3 CONTRACTOR shall inform all of its employees, agents,
20 subcontractors, volunteers and partners of this provision and that any person
21 knowingly and intentionally violating the provisions of said State law may be
22 guilty of a crime.

23 26.4 CONTRACTOR agrees that any and all subcontracts entered into shall
24 be subject to the confidentiality requirements of this Agreement.

25 26.5 CONTRACTOR must receive prior written approval of the Juvenile
26 Court before allowing any child to be interviewed or photographed by any
27 publication or to appear on any radio or television shows or make any other
28 public appearance. Such approval shall be requested through child's Social

1 Worker.

2 26.5.1 All materials prepared for, and/or relating to actions
3 take by the Juvenile Court and furnished by COUNTY to CONTRACTOR shall require
4 prior written approval of the Juvenile Court for release.

5 26.5.2 CONTRACTOR agrees to maintain the confidentiality of its
6 records with respect to Juvenile Court matters, in accordance with the
7 Juvenile Court's Confidentiality and Release of Information Policy and Order
8 of January 28, 1997, as it now existing may hereafter be amended.

9 26.6 Attorney Client Confidentiality Requirements: In the event
10 CONTRACTOR is a legal assistance provider, nothing in this Agreement shall
11 allow COUNTY or the State of California to engage in any conduct that would
12 impair the attorney-client relationship between CONTRACTOR and its clients, as
13 that relationship is customarily defined in the legal community; and, in
14 particular, nothing herein shall require CONTRACTOR to reveal attorney-client
15 privileged information, nor allow COUNTY or the State to interfere with any
16 other legal and ethical duties CONTRACTOR owes to its clients. To the extent
17 COUNTY, in fulfilling its contractual obligations and/or its obligations under
18 State or Federal law, finds it necessary to examine documents or files
19 prepared by CONTRACTOR in the course of its confidential relationships with
20 its clients, CONTRACTOR may delete information which would identify clients
21 from such documents or files before they are examined by COUNTY.

22 27. COPYRIGHT ACCESS

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

27 28. WAIVER

28 No delay or omission by either party hereto to exercise any right or

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

8 29. PETTY CASH

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

11 30. PUBLICITY

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

16 31. COUNTY RESPONSIBILITIES

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

19 32. REPORTS

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

23 CONTRACTOR shall maintain records and submit reports containing such
24 data and information regarding the performance of CONTRACTOR's services, costs
25 or other data relating to this Agreement as may be requested by ADMINISTRATOR,
26 upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the
27 provisions of this paragraph upon written notice to CONTRACTOR.

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1 33. ENERGY EFFICIENCY STANDARDS

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

5 34. ENVIRONMENTAL PROTECTION STANDARDS

6 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
7 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (33 USC
8 1368), Executive Order 11738 and Environmental Protection Agency, hereinafter
9 referred to as "EPA," regulations (Title 40 CFR, Part 15) as any may now exist
10 or be hereafter amended. Under these laws and regulations, CONTRACTOR assures
11 that:

12 34.1 No facility to be utilized in the performance of the proposed
13 grant has been listed on the EPA List of Violating Facilities;

14 34.2 It will notify COUNTY prior to award, of the receipt of any
15 communication from the Director, Office of Federal Activities, U.S. EPA,
16 indicating that a facility to be utilized for the grant is under consideration
17 to be listed on the EPA List of Violating Facilities; and

18 34.3 It will notify COUNTY and the EPA about any known violation of the
19 above laws and regulations.

20 35. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
21 CERTAIN FEDERAL TRANSACTIONS

22 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
23 pursuant to Title 31 U.S.C. Section 1352 and the guidelines with respect to
24 those provisions set down by the OMB and published in the Federal Register
25 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these
26 laws and regulations, it is mutually understood that any contract, which
27 utilizes federal monies in excess of \$100,000, must contain and CONTRACTOR
28 must comply with the following provisions:

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

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

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

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

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

27 C. Submission of this certification and disclosure is a
28 prerequisite for making or entering into this contract imposed by Section

1 1352, Title 31, USC. Any person who makes an expenditure prohibited under
2 this provision or who fails to file or amend the disclosure form to be filed
3 or amended by this provision shall be subject to a civil penalty of not less
4 than \$10,000, and not more than \$100,000, for each such failure.

5 36. POLITICAL ACTIVITY

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

9 37. TERMINATION PROVISIONS

10 37.1 ADMINISTRATOR may terminate this Agreement without penalty
11 immediately with cause or after thirty (30) days written notice without cause,
12 unless otherwise specified. Notice shall be deemed served on the date of
13 mailing. Cause shall be defined as any breach of contract, any
14 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
15 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
16 all further obligations under this Agreement.

17 37.2 Upon termination, or notice thereof, CONTRACTOR agrees to
18 cooperate with ADMINISTRATOR in the orderly transfer of service
19 responsibilities, active case records, and pertinent documents.

20 37.3 The obligations of COUNTY under this Agreement are contingent upon
21 the availability of Federal and/or State funds, as applicable, for the
22 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
23 for the services hereunder in the budget approved by the Orange County Board
24 of Supervisors each fiscal year this Agreement remains in effect or operation.
25 In the event that such funding is terminated or reduced, ADMINISTRATOR may
26 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
27 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
28 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written

1 notification of such determination. CONTRACTOR shall immediately comply with
2 ADMINISTRATOR's decision.

3 38. GOVERNING LAW AND VENUE

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

13 39. SIGNATURE IN COUNTERPARTS

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

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

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

Dated: _____

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

Dated: _____

By: _____
Carol Williams
Executive Director
INTERVAL HOUSE

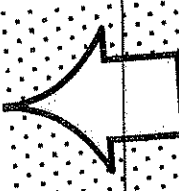
Dated: _____

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

Dated: _____

By: _____
Russell Brammer
Executive Director
THE RAISE FOUNDATION

Dated: _____



APPROVED AS TO FORM

By: [Signature]

City Attorney

Date: 3/26/10

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: Hope C. Snyder
DEPUTY

Dated: 3/11/10


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

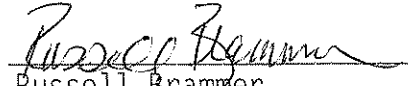
3 By: _____
4 Matthew M. Fertal
5 City Manager
6 CITY OF GARDEN GROVE

By: _____
7 COUNTY OF ORANGE
8 CHAIR OF THE
9 BOARD OF SUPERVISORS

10 Dated: _____

Dated: _____

11 By: 
12 Margot K. Carlson
13 Executive Director
14 COMMUNITY SERVICE PROGRAMS, INC.

By: 
15 Russell Brammer
16 Executive Director
17 THE RAISE FOUNDATION

18 Dated: 3-19-10

19 Dated: 3/29/10


20 By: 
21 Carol Williams
22 Executive Director
23 INTERVAL HOUSE

24 Dated: 4/1/10

25 SIGNED AND CERTIFIED THAT A COPY OF THIS
26 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF
27 THE BOARD PER G.C. SEC. 25103, RESO 79-1535
28 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: 
DEPUTY

Dated: 3/11/10

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 his or her 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~~ (FP) 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 (FS) services are
25 primarily community-based preventive activities designed to alleviate stress
26 and promote parental competencies and behaviors that will increase the ability
27 of families to successfully nurture their children; enable families to use
28 other resources and opportunities available in the community; and create

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

7 2.1.3 Time-Limited Family Reunification: Time-Limited Family
8 Reunification (TLFR) services are services and activities that are provided to
9 a child who is removed from the child's home and placed in a foster family
10 home 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 (APS) services means services designed to encourage more adoptions out
26 of the foster care system, when adoptions promote the best interest of
27 children, including such activities as pre- and post-adoptive services
28 designed to expedite the adoption process and support adoptive families.

1 Adoption Promotion and Support services should comprise approximately twenty
2 (20) percent of the budget for total services. FaCT-funded services must
3 address a minimum of one (1) of the PSSF outcomes for each contracted service
4 (as 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: FS, FP, and APS.

23 3.1.7 Interval House shall provide qualified Domestic Violence
24 Counselor staff as specified in Subparagraph 14.10 of this Exhibit.

25 3.2 Domestic Violence Counseling - Time-Limited Family Reunification:

26 3.2.1 Interval House shall provide Domestic Violence Counseling
27 - Time-Limited Family Reunification (TLFR) services for parents and/or
28 caregivers who are victims of domestic violence and whose children ages birth

1 through eighteen (0-18) years have been removed from the home within the last
2 fifteen (15) months; hereinafter referred to as "PARTICIPANTS" for purposes of
3 Subparagraph 3.2 of this Exhibit.

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

13 3.2.3 Interval House shall provide a minimum of four (4) Domestic
14 Violence Counseling - TLFR sessions for each PARTICIPANT during the term of the
15 Agreement. Each counseling session shall be a minimum of fifty (50) minutes in
16 duration and scheduled by appointment.

17 3.2.4 Interval House shall provide Domestic Violence Counseling
18 - TLFR services at the FRC and/or at other community locations, to be approved
19 in advance and in writing by ADMINISTRATOR.

20 3.2.5 Interval House shall measure progress by ensuring that
21 PARTICIPANTS complete a FaCT registration form and the Domestic Violence
22 Indicators Checklist forms.

23 3.2.6 Interval House's Domestic Violence Counseling - TLFR
24 services shall address the following PSSF service category: TLFR.

25 3.2.7 Interval House shall provide qualified Domestic Violence
26 Counselor staff as specified in Subparagraph 14.10 of this Exhibit.

27 3.3 Personal Empowerment Program Services:

28 3.3.1 Interval House shall provide Personal Empowerment Program

1 (PEP) services to parents and/or guardians of children ages birth through
2 eighteen (0-18) years, and who are victims of domestic violence; hereinafter
3 referred to as "PARTICIPANTS" for purposes of Subparagraph 3.3 of this
4 Exhibit.

5 3.3.2 Interval House shall provide PEP services for a minimum of
6 twenty-eight (28) unduplicated PARTICIPANTS. PEP services shall consist of a
7 ten (10) week domestic violence support group focusing on educating victims
8 involved in domestic violence so PARTICIPANTS can make more enlightened
9 decisions about relationships, safety, and future. PEP services shall
10 include, but not be limited to, safety planning; what is domestic violence;
11 effects of domestic violence; boundaries; anger management; effects of
12 domestic violence on children; legal aspects of domestic violence; working
13 through denial; red flags and lethality; healthy relationships; and "Where do
14 I go from here?" Interval House shall provide PEP services in English,
15 Spanish, and Vietnamese as required by PARTICIPANTS.

16 3.3.3 Interval House shall provide an ongoing series of classes
17 continuously during the term of the Agreement. Each class shall meet for a
18 minimum of two (2) hours per week. Interval House shall offer PEP services based
19 on PARTICIPANT availability, typically on Saturdays or in the evening hours.

20 3.3.4 Interval House shall provide PEP services at the FRC
21 and/or at other community locations, to be approved in advance and in writing
22 by ADMINISTRATOR.

23 3.3.5 Interval House shall measure progress by ensuring that
24 PARTICIPANTS complete a FaCT registration form and the standardized FaCT PEP
25 pre- and post-tests.

26 3.3.6 Interval House's PEP services shall address the following
27 PSSF service categories: FS, FP, and APS.

28 ///

1 3.3.7 Interval House shall provide qualified Domestic Violence
2 Counselor staff as specified in Subparagraph 14.10 of this Exhibit.

3 3.4 Personal Empowerment Program Services - Time-Limited Family
4 Reunification:

5 3.4.1 Interval House shall provide PEP - TLFR services for
6 parents and/or caregivers who are victims of domestic violence and whose
7 children ages birth through eighteen (0-18) years have been removed from the
8 home within the last fifteen (15) months; hereinafter referred to as
9 "PARTICIPANTS" for purposes of Subparagraph 3.4 of this Exhibit.

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

21 3.4.3 Interval House shall provide an ongoing series of classes
22 continuously during the term of the Agreement. Each class shall meet for a
23 minimum of two (2) hours per week. Interval House shall offer PEP services based
24 on PARTICIPANT availability, typically on Saturdays or in the evening hours.

25 3.4.4 Interval House shall provide PEP - TLFR services at the
26 FRC and/or at other community locations, to be approved in advance and in
27 writing by ADMINISTRATOR.

28 ///

1 3.4.5 Interval House shall measure progress by ensuring that
2 PARTICIPANTS complete a FaCT registration form and the standardized FaCT PEP
3 pre- and post-tests.

4 3.4.6 Interval House's PEP - TLFR services shall address the
5 following PSSF service category: TLFR.

6 3.4.7 Interval House shall provide qualified Domestic Violence
7 Counselor staff as specified in Subparagraph 14.10 of this Exhibit.

8 3.5 Domestic Violence Legal Assistance:

9 3.5.1 Interval House shall provide Domestic Violence Legal
10 Assistance services for parents and/or caregivers of children ages birth
11 through eighteen (0-18) years, and who are victims of domestic violence and
12 require legal services to ensure the safety of their children, hereinafter
13 referred to as "PARTICIPANTS" for purposes of Subparagraph 3.5 of this
14 Exhibit.

15 3.5.2 Interval House shall provide Domestic Violence Legal
16 Assistance Program services to a minimum of eight (8) unduplicated
17 PARTICIPANTS. Domestic violence Legal Assistance Program Services shall
18 include, but not be limited to assistance with restraining orders, custody,
19 dissolutions/divorce, and other family law issues:

20 3.5.2.1 Family Law Assistance: Preparing and filing
21 legal documents with court system, legal counseling, advocacy, and court
22 accompaniment with attorney representation at court proceedings; and
23 assistance with applying for restraining orders, custody issues, and
24 dissolutions/divorce when necessary to preserve safety of the PARTICIPANT and
25 the children.

26 3.5.2.2 Violence Against Women Act (VAWA) Assistance:
27 Assisting PARTICIPANTS with petitioning for United States residency without
28 support from their abusive partner, provide education on VAWA, assist with the

1 application process, assist with employment authorization, provide immigration
2 advocacy, and accompany PARTICIPANTS to interviews with the Immigration and
3 Naturalization Service.

4 3.5.2.3 Legal Clinics: Provide education on the legal
5 system, resources, how the legal and court processes work, and how to
6 effectively use the legal system for personal protection.

7 3.5.3 Interval House shall provide Domestic Violence Legal
8 Assistance services Monday through Friday from 8:00 a.m. to 8:00 p.m.,
9 Saturdays from 9:00 a.m. to 4:00 p.m., and Sundays as needed, continuously
10 during the term of the Agreement.

11 3.5.4 Interval House shall provide Domestic Violence Legal
12 Assistance services at the FRC and/or at other community locations, to be
13 approved in advance and in writing by ADMINISTRATOR.

14 3.5.5 Interval House shall measure progress by ensuring that
15 PARTICIPANTS complete a FaCT registration form. Additionally, Interval House
16 shall measure progress by tracking the number of PARTICIPANTS who file a court
17 order or file a Violence Against Women Act (VAWA) application.

18 3.5.6 Interval House's Domestic Violence Legal Assistance
19 services shall address the following PSSF service category: FS, FP, and APS.

20 3.5.7 Interval House shall provide qualified Family Law Attorney
21 staff as specified in Subparagraph 14.11 of this Exhibit.

22 3.6 Domestic Violence Legal Assistance - Time-Limited Family
23 Reunification:

24 3.6.1 Interval House shall provide the Domestic Violence Legal
25 Assistance - TLFR services for parents and/or caregivers who are victims of
26 domestic violence and whose children ages birth through eighteen (0-18) years
27 who are victims of domestic violence and require legal services to ensure the
28 safety of their children, including those who seek to facilitate the

1 reunification of their child(ren) safely and appropriately, during the fifteen
2 (15) month period that begins on the date that the child(ren) is (are)
3 considered to have entered the dependency system; hereinafter referred to as
4 "PARTICIPANTS" for purposes of Subparagraph 3.6 of this Exhibit.

5 3.6.2 Interval House shall provide Domestic Violence Legal
6 Assistance - TLFR services to a minimum of three (3) unduplicated
7 PARTICIPANTS. TLFR Domestic Violence Legal Assistance Program Services shall
8 include, but not be limited to;

9 3.6.2.1 Family Law Assistance: Preparing and filing
10 paperwork with court system, legal counseling, advocacy, assistance with
11 applying for restraining orders, custody issues, and dissolutions/divorce,
12 court accompaniment with attorney representation and other family issues when
13 necessary to preserve safety of the PARTICIPANT and the children.

14 3.6.2.2 Violence Against Women Act (VAWA) Assistance:
15 Assisting PARTICIPANTS with petitioning for United States residency without
16 support from their abusive partner, provide education on VAWA, assist with the
17 application process, assist with employment authorization, provide immigration
18 advocacy, and accompany PARTICIPANTS to interviews with the Immigration and
19 Naturalization Service.

20 3.6.2.3 Legal Clinics: Provide education on the legal
21 system, resources, how the legal and court processes work, and how to
22 effectively use the legal system for personal protection.

23 3.6.3 Interval House shall provide Domestic Violence Legal
24 Assistance - TLFR services Monday through Friday from 8:00 a.m. to 8:00 p.m.,
25 Saturdays from 9:00 a.m. to 4:00 p.m., and Sundays as needed, continuously
26 during the term of the Agreement.

27 3.6.4 Interval House shall provide Domestic Violence Legal
28 Assistance - TLFR services at the FRC and/or at other community locations, to

1 be approved in advance and in writing by ADMINISTRATOR.

2 3.6.5 Interval House shall measure progress by ensuring that
3 PARTICIPANTS complete a FaCT registration form. Additionally, Interval House
4 shall record the number of PARTICIPANTS on a tracking log to be approved in
5 advance and in writing by ADMINISTRATORS, and record the number of filed court
6 documents and VAWA applications.

7 3.6.6 Interval House's Domestic Violence Legal Assistance - TLFR
8 services shall address the following PSSF service category: TLFR.

9 3.6.7 Interval House shall provide qualified Family Law Attorney
10 staff as specified in Subparagraph 14.11 of this Exhibit.

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

13 4.1 Comprehensive Case Management Team:

14 4.1.1 City of Garden Grove (Garden Grove) shall coordinate with
15 other collaborative partners to provide Comprehensive Case Management Team
16 services for families with children ages birth through eighteen (0-18) years,
17 hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 4.1 of
18 this Exhibit.

19 4.1.2 Garden Grove shall coordinate with other collaborative
20 partners to provide Comprehensive Case Management Team services for a minimum
21 of ninety (90) unduplicated PARTICIPANTS. Comprehensive Case Management Team
22 services shall include, but not be limited to; PARTICIPANT intake; assessment;
23 arranging and coordinating appropriate services; monitoring effectiveness of
24 services; and evaluating the outcome of services. Comprehensive Case
25 Management Team services shall include, but not be limited to, the following
26 components:

27 4.1.2.1 Assessment: The Family Advocate shall complete
28 a comprehensive assessment of PARTICIPANTS' strengths and needs and of the

1 community resources available to PARTICIPANT. The Family Advocate shall
2 complete a FaCT registration form, required consent forms, and a FaCT referral
3 form.

4 4.1.2.2 Individualized Service Plan: On the basis of the
5 assessment, the Family Advocate, with the Comprehensive Case Management Team,
6 under the supervision of the Clinical Supervisor, shall develop an
7 individualized service plan with the PARTICIPANT that identifies priorities,
8 desired outcomes, and the strategies and resources to be used in attaining the
9 outcomes.

10 4.1.2.3 Service Plan Implementation: The Family
11 Advocate, in conjunction with the appropriate providers, shall implement the
12 service plan aimed at mobilizing the community resources and services needed
13 to maximize the PARTICIPANT's physical, social, and emotional well-being; and
14 coordinate and monitor service delivery. The Family Advocate shall refer
15 PARTICIPANT as appropriate to other collaborative partners for service. The
16 Family Advocate shall track the referral on a FaCT referral form. Reporting
17 of referral outcomes shall be returned to the centralized data location.

18 4.1.2.4 Reassessment: The Family Advocate shall
19 reassess the PARTICIPANT's status, with input from contact level personnel
20 from the referring and referral collaborative partners, in a weekly clinical
21 review of cases. Comprehensive Case Management Team meetings shall provide
22 weekly evaluations and assessment for PARTICIPANTS.

23 4.1.2.5 Termination: The Family Advocate, with the
24 input from the Clinical Supervisor and the Comprehensive Case Management Team,
25 shall terminate the case when the desired outcomes have been attained, the
26 PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

27 4.1.3 Garden Grove shall provide Comprehensive Case Management
28 Team services continuously during the term of this Agreement. Comprehensive

1 Case Management Team meetings shall be scheduled one (1) day per week for a
2 minimum of one (1) hour in duration. The Clinical Supervisor shall facilitate
3 the Comprehensive Case Management Team meetings.

4 4.1.4 Garden Grove shall provide services at the FRC and/or at
5 other community locations, to be approved in advance and in writing by
6 ADMINISTRATOR.

7 4.1.5 Garden Grove shall measure progress by ensuring that
8 PARTICIPANTS complete a FaCT registration form, and Garden Grove shall
9 complete a FaCT referral form, the Case Management Team Tracking and Follow-Up
10 Log, and maintain a case review log. Garden Grove shall provide an evaluation
11 of PARTICIPANT progress using the case plan provided by the Comprehensive Case
12 Management Team.

13 4.1.6 Garden Grove's Comprehensive Case Management Team services
14 shall address the following PSSF service categories: FP, FS, TLFR, and APS.

15 4.1.7 Garden Grove shall provide qualified Family Advocate staff
16 as specified in Subparagraph 14.2 of this Exhibit. Additionally, Garden Grove
17 shall subcontract with Community Service Programs to provide qualified
18 Licensed Clinical Social Worker (LCSW) Clinical Supervisor staff as specified
19 in Subparagraph 14.5 of this Exhibit.

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

22 5.1 Adoptive Parent and Relative Caregiver Respite Care:

23 5.1.1 The Raise Foundation (Raise) shall provide Adoptive Parent
24 and Relative Caregiver Respite Care for adoptive parents and relative
25 caregivers with children ages birth through eighteen (0-18) years, hereinafter
26 referred to as "PARTICIPANTS" for purposes of Subparagraph 5.1 of this
27 Exhibit.

28 ///

1 5.1.2 Raise shall provide Adoptive Parents and Relative
2 Caregiver Respite Care for a minimum of twenty (20) unduplicated PARTICIPANTS.
3 Adoptive Parent and Relative Caregiver Respite Care services shall include,
4 but not be limited to, the following: supervised and organized activities and
5 events for children of relative caregivers and adoptive parents, thereby
6 providing support and relief for said families. All services will be provided
7 in Spanish and English.

8 5.1.3 Raise shall provide a minimum of four (4) Adoptive Parents
9 and Relative Caregiver Respite Care events during the term of this Agreement.
10 Adoptive Parent and Relative Caregiver Respite Care events shall be scheduled
11 Monday through Saturday. The family events shall be a minimum of two (2) hours
12 in duration.

13 5.1.4 Raise shall provide Adoptive Parent and Relative Caregiver
14 Respite Care at the FRC and/or at other community locations, to be approved in
15 advance and in writing by ADMINISTRATOR.

16 5.1.5 Raise shall measure progress by ensuring that PARTICIPANTS
17 complete a FaCT registration form, and a Satisfaction Survey, to be approved
18 in advance and in writing by ADMINISTRATOR.

19 5.1.6 Raise's Adoptive Parent and Relative Caregiver Respite
20 Care address the following PSSF service category: APS.

21 5.1.7 Raise shall provide qualified Family Support Coordinator
22 staff as specified in Subparagraph 14.15 of this Exhibit.

23 5.2 Adoptive Parent and Relative Caregiver Family Support Services:

24 5.2.1 Raise shall provide Adoptive Parent and Relative Caregiver
25 Family Support Services for pre- and post-adoptive parents and/or relative
26 caregiver with children ages birth through eighteen (0-18) years, hereinafter
27 referred to as "PARTICIPANTS" for purposes of Subparagraph 5.2 of this
28 Exhibit.

1 5.2.2 Raise shall provide Adoptive Parent and relative Caregiver
2 Family Support Services for a minimum of twenty (20) unduplicated
3 PARTICIPANTS. Adoptive Parent and Relative Caregiver Family Support Services
4 shall include, but not be limited to, the following: supervised and organized
5 activities and events promoting family unity, positive parenting/child
6 interaction, parent education, encouragement and support. All services will
7 be offered in Spanish and English.

8 5.2.3 Raise shall provide a minimum of one (1) Adoptive Parent
9 and Relative Caregiver Family Support Services during the term of this
10 Agreement. Each session shall be a minimum of four (4) hours in duration.

11 5.2.4 Raise shall provide Adoptive Parent and Relative Caregiver
12 Family Support Services at the FRC and/or at other community locations, to be
13 approved in advance and in writing by ADMINISTRATOR.

14 5.2.5 Raise shall measure progress by ensuring that
15 PARTICIPANTS' parents complete a FaCT Registration Form.

16 5.2.6 Raise's Adoptive Parent and Relative Caregiver Family
17 Support Services shall address the following PSSF service category: APS.

18 5.2.7 Raise shall provide qualified Family Support Coordinator
19 staff as specified in Subparagraph 14.15 of this Exhibit.

20 5.3 Information and Referral:

21 5.3.1 The Raise Foundation shall provide Information and
22 Referral services for at-risk, low-income parents and/or caregivers and/or
23 their children ages birth through eighteen (0-18) years; hereinafter referred
24 to as "PARTICIPANTS" for the purposes of Subparagraph 5.3 of this Exhibit.

25 5.3.2 The Raise Foundation shall provide Information and
26 Referral services for a minimum of five hundred sixty-five (565) PARTICIPANTS.
27 Information and Referral services shall include an assessment of PARTICIPANT
28 needs and referral to a wide range of community services, but not be limited

1 to, emergency housing; food; utility assistance; accessing medical care;
2 counseling; child care; substance abuse treatment; domestic violence shelter
3 and legal assistance; parenting classes; mental health treatment; job
4 training; adult education; English-as-a-Second Language classes; legal aid;
5 recreation activities; tutoring and literacy programs; and other services
6 based on the PARTICIPANT's unique needs.

7 5.3.3 The Raise Foundation shall provide Information and
8 Referral services during FRC operating hours, Monday through Friday,
9 continuously during the term of the Agreement.

10 5.3.4 The Raise Foundation shall provide Information and
11 Referral services at the FRC and/or at other community locations, to be
12 approved in advance and in writing by ADMINISTRATOR.

13 5.3.5 The Raise Foundation shall measure progress by completing
14 the FaCT standardized Information and Referral Tracking Log in the FaCT*Track
15 database system.

16 5.3.6 The Raise Foundation's Information and Referral services
17 shall address the following PSSF service categories: FP, FS, TLFR, and APS.

18 5.3.7 The Raise Foundation shall provide qualified Information &
19 Referral Specialist staff as specified in Subparagraph 14.14 of this Exhibit.

20 5.4 Community Wide Outreach Services:

21 5.4.1 The City of Garden Grove shall provide Community Wide
22 Outreach Events for biological parents and Pre-Adoptive Parents of children
23 ages birth through eighteen (0-18) years hereafter referred to as
24 "PARTICIPANTS:"

25 5.4.2 The City of Garden Grove shall provide Community Wide
26 Outreach services for a minimum of three hundred (300) unduplicated
27 PARTICIPANTS. Community Wide Outreach services shall include but not be
28 limited to an Annual FRC Celebration, health resource fair(s), seasonal

1 special events, and other related activities.

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

5 5.4.4 The City of Garden Grove shall provide Community Wide
6 Outreach services at the FRC, the Buena Clinton Neighborhood Center and other
7 collaborative partner locations.

8 5.4.5 The City of Garden Grove shall measure shall track the
9 number of PARTICIPANTS by ensuring that PARTICIPANTS complete a FaCT Group
10 Tracking Log.

11 5.4.6 Community Wide Outreach services shall address the
12 following PSSF service categories: FS, FP, TLFR, and APS.

13 5.4.7 The City of Garden Grove shall provide a qualified FRC
14 Coordinator staff as specified in Subparagraph 14.1 of this Exhibit.

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

17 CONTRACTOR proposed no services under this PSSF Outcome.

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

20 7.1 Individual Case Management:

21 7.1.1 Garden Grove shall provide Individual Case Management -
22 Family Preservation/Family Support services for at-risk, low-income intact
23 and/or foster and/or pre- and post-adoptive families with children ages birth
24 through eighteen (0-18) years, and/or families in the process of
25 reunification, hereinafter referred to as "PARTICIPANTS" for purposes of
26 Subparagraph 7.1 of this Exhibit.

27 7.1.2 Garden Grove shall provide Individual Case Management -
28 Family Preservation/Family Support services for a minimum of one hundred sixty

1 (160) unduplicated PARTICIPANTS. A MSW intern will serve some of the 160
2 PARTICIPANTS. Individual Case Management services shall include, but not be
3 limited to, assessing the strengths and needs of PARTICIPANTS; linking
4 PARTICIPANTS with needed services; coordinating services with multiple FRC
5 collaborative partners to avoid duplication; monitoring PARTICIPANTS' progress
6 towards goals; following up to ensure that PARTICIPANTS' needs are being met;
7 and teaching and empowering PARTICIPANTS to access community services on their
8 own. With PARTICIPANT permission, Garden Grove will refer PARTICIPANTS to
9 CONTRACTOR's Comprehensive Case Management Team meetings to assist with
10 mobilizing services in support of families receiving Individual Case
11 Management services.

12 7.1.3 Garden Grove shall provide Individual Case Management -
13 Family Preservation/Family Support services Monday through Thursday from 9:00
14 a.m. to 6:00 p.m., and 9:00 a.m. to 5:00 p.m. on Friday, continuously during the
15 term of the Agreement. Garden Grove shall provide Individual Case Management -
16 Family Preservation/Family Support services to PARTICIPANTS for a minimum of
17 sixty (60) days and as often as needed to address their needs and achieve their
18 goal(s).

19 7.1.4 Garden Grove shall provide Individual Case Management -
20 Family Preservation/Family Support services at the FRC and/or at other
21 community locations, to be approved in advance and in writing by
22 ADMINISTRATOR.

23 7.1.5 Garden Grove shall measure progress by ensuring that
24 PARTICIPANTS complete a FaCT registration form. Additionally, Garden Grove
25 shall complete the Family Development Matrix Tools.

26 7.1.6 Garden Grove's Individual Case Management - Family
27 Preservation/Family Support services shall address the following PSSF service
28 categories: FP, FS, TLFR, and APS.

1 7.1.7 Garden Grove shall provide qualified Family Advocate staff
2 and/or MSW Intern as specified in Subparagraphs 14.2 and 14.6 of this Exhibit.

3 7.2 Parent Education:

4 7.2.1 Garden Grove, through a subcontract, shall provide Parent
5 Education classes for parents and/or caregivers of children in Kindergarten
6 through twelfth (K-12) grades, hereinafter referred to as "PARTICIPANTS" for
7 purposes of Subparagraph 7.2 of this Exhibit.

8 7.2.2 Garden Grove, through a subcontract, shall provide Parent
9 Education classes for a minimum of forty (40) unduplicated PARTICIPANTS.
10 Parent Education classes shall include, but not be limited to, child
11 development; self-esteem; positive discipline and communication; styles of
12 parenting; control vs. influence; choices; problems related to drugs sexuality
13 and violence; developing courage and positive self-esteem in teens; turning
14 discouragement into encouragement; teen behavior and problem solving;
15 cooperation and communication; and problem solving skills.

16 7.2.3 Garden Grove, through a subcontract, shall provide a
17 minimum of three (3) series of Parent Education classes during the term of the
18 Agreement. One series will focus on issues related to teens and one series
19 will focus on general parenting issues. Each series shall meet for a minimum
20 of two (2) hours per week for six (6) weeks.

21 7.2.4 Garden Grove, through a subcontract, shall provide Parent
22 Education classes at the FRC and/or at other locations within the community,
23 to be approved in advance and in writing by ADMINISTRATOR.

24 7.2.5 Garden Grove, through a subcontract, shall measure
25 progress by ensuring that PARTICIPANTS complete a FaCT registration form and
26 the FaCT Parenting post-test.

27 7.2.6 Garden Grove's, through a subcontract, Parent Education
28 classes shall address the following PSSF service categories: FS, FP, TLFR, and

1 APS.

2 7.2.7 Garden Grove, through a subcontract, shall provide
3 qualified Parent Educator staff as specified in Subparagraph 14.16 of this
4 Exhibit.

5 7.3 Parent Education:

6 7.3.1 Raise shall provide Parent Education classes to low-
7 income, high-risk, parents with children ages birth through eighteen (0-18)
8 years, hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph
9 7.3 of this Exhibit.

10 7.3.2 Raise shall provide Parent Education classes for a minimum
11 of forty (40) unduplicated PARTICIPANTS. Parent Education classes shall
12 include, but not be limited to, child development, behavior management, and
13 coping skills.

14 ~~7.3.3~~ Raise shall provide a minimum of two (2) series of Parent
15 Education classes during the term of this Agreement. Each series will meet
16 for a minimum of one and one-half (1 ½) hours per week for six (6) weeks.

17 7.3.4 Raise shall provide Parent Education classes at the FRC
18 and/or at other community locations, to be approved in advance and in writing
19 by ADMINISTRATOR.

20 7.3.5 Raise shall measure progress by ensuring that PARTICIPANTS
21 complete a FaCT registration form and FaCT parenting post-test.

22 7.3.6 Raise's Parent Education services shall address the
23 following PSSF service categories: FS, FP, TLFR, and APS.

24 7.3.7 Raise shall provide qualified Class Facilitators as
25 specified in Subparagraphs 14.13 of this Exhibit.

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

28 CONTRACTOR proposed no services under this PSSF Outcome.

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

3 9.1 Individual Counseling by Community Service Programs, Inc.:

4 9.1.1 Community Service Programs, Inc. (CSP) shall provide
5 Individual Counseling services for low-income, high-risk parents and/or
6 caregivers and/or their children ages birth through eighteen (0-18) years who
7 are not Medi-Cal eligible and/or who do not meet the Medi-Cal requirements for
8 medical necessity and who may be experiencing a crisis due to interpersonal
9 conflicts, family crises, difficult parenting issues, challenging child needs,
10 and/or traumatic loss, hereinafter referred to as "PARTICIPANTS" for purposes
11 of Subparagraph 9.1 of this Exhibit.

12 9.1.2 CSP shall provide Individual Counseling services for a
13 minimum of fifty (50) unduplicated PARTICIPANTS. Individual Counseling
14 services shall include, but not be limited to, improving communication and
15 coping skills; improving problem-solving skills; strengthening parent-child
16 and family relationships; and making referrals to other community agencies if
17 additional counseling services are needed.

18 9.1.3 CSP shall provide Individual Counseling services from 9:00
19 a.m. through 6:00 p.m., Monday through Thursday and 9:00 a.m. through 5:00
20 p.m. on Friday, as well as evenings and weekends if needed, continuously
21 during the term of the Agreement. CSP shall provide a minimum of four (4) and
22 a maximum of twelve (12) counseling sessions for each PARTICIPANT. Each
23 counseling session shall be a minimum of fifty (50) minutes in duration, or as
24 clinically indicated.

25 9.1.4 CSP shall provide Individual Counseling services at the
26 FRC and/or at other community locations, to be approved in advance and in
27 writing by ADMINISTRATOR.

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1 9.1.5 CSP shall measure progress by ensuring that PARTICIPANTS
2 complete a FaCT registration form. Additionally, CSP shall complete the FaCT
3 Counseling Assessment Tool and the FaCT Mental Health Counseling Indicators
4 Checklist..

5 9.1.6 CSP's Individual Counseling services shall address the
6 following PSSF service categories: FS, FP, TLFR, and APS.

7 9.1.7 CSP shall provide qualified Counselor staff as specified
8 in Subparagraph 14.8 of this Exhibit.

9 9.2 Family Counseling by CSP:

10 9.2.1 CSP shall provide Family Counseling services for low-
11 income, high-risk families with children ages birth to eighteen (0-18) years
12 who are not Medi-Cal eligible and/or who do not meet the Medi-Cal requirements
13 for medical necessity and who may be experiencing a crisis due to
14 interpersonal conflicts; family crises; difficult parenting issues,
15 challenging child needs, and/or traumatic loss, hereinafter referred to as
16 "PARTICIPANTS" for purposes of Subparagraph 9.2 of this Exhibit.

17 9.2.2 CSP shall provide Family Counseling services for a minimum
18 of thirty-five (35) unduplicated PARTICIPANTS. Family Counseling services
19 shall include, but not be limited to, improving communication and coping
20 skills; improving problem-solving skills; strengthening parent-child and
21 family relationships; and making referrals to other community agencies if
22 additional counseling services are needed.

23 9.2.3 CSP shall provide Family Counseling services from 9:00
24 a.m. through 6:00 p.m., Monday through Thursday and 9:00 a.m. through 5:00
25 p.m. on Friday, as well as evenings and weekends if needed, continuously
26 during the term of the Agreement. CSP shall provide a minimum of four (4) and
27 a maximum of twelve (12) counseling sessions for each PARTICIPANT. Each
28 counseling session shall be a minimum of fifty (50) minutes in duration, or as

1 clinically assessed by the Clinical Supervisor.

2 9.2.4 CSP shall provide Family Counseling services at the FRC
3 and/or at other community locations, to be approved in advance and in writing
4 by ADMINISTRATOR.

5 9.2.5 CSP shall measure progress by ensuring that PARTICIPANTS
6 complete a FaCT registration form. Additionally, CSP shall complete the FaCT
7 Counseling Assessment Tool and the FaCT Mental Health Counseling Indicators
8 Checklist.

9 9.2.6 CSP's Family Counseling services shall address the
10 following PSSF service categories: FS, FP, TLF, and APS.

11 9.2.7 CSP shall provide qualified Counselor staff as specified
12 in Subparagraph 14.8 of this Exhibit.

13 9.3 Group Counseling by CSP:

14 9.3.1 CSP shall provide Group Counseling services for low-
15 income, high-risk parents and/or caregivers and their children ages birth to
16 eighteen (0-18) years who are not Medi-Cal eligible and/or who do not meet the
17 Medi-Cal requirements for medical necessity and who may be experiencing a
18 crisis due to interpersonal conflicts, family crises, difficult parenting
19 issues, challenging child needs, and/or traumatic loss, hereinafter referred
20 to as "PARTICIPANTS" for purposes of Subparagraph 9.3 of this Exhibit.

21 9.3.2 CSP shall provide Group Counseling services for a minimum
22 of sixty-five (65) unduplicated PARTICIPANTS. Group Counseling services shall
23 include, but not be limited to, improving communication and coping skills;
24 improving problem-solving skills; strengthening parent-child and family
25 relationships; and making referrals to other community agencies if additional
26 counseling services are needed.

27 9.3.3 CSP shall provide a minimum of two (2) Group Counseling
28 sessions per month during the term of the Agreement. Each counseling session

1 shall be a minimum of one and one-half (1½) hours in duration, or as
2 clinically assessed by the Clinical Supervisor.

3 9.3.4 CSP shall provide Group Counseling services at the FRC
4 and/or at other community locations, to be approved in advance and in writing
5 by ADMINISTRATOR.

6 9.3.5 CSP shall measure progress by ensuring that PARTICIPANTS
7 complete a FaCT registration form. For PARTICIPANTS younger than thirteen
8 (13) years, a Narrative Report shall be completed.

9 9.3.6 CSP's Group Counseling services shall address the
10 following PSSF service categories: FS, FP, TLFR, and APS.

11 9.3.7 CSP shall provide qualified Counselor staff as specified
12 in Subparagraph 14.8 of this Exhibit.

13 9.4 Individual Counseling by Garden Grove:

14 9.4.1 Garden Grove shall provide Individual Counseling services
15 for low-income, high-risk parents and/or caregivers and/or their children ages
16 birth through eighteen (0-18) years who are not Medi-Cal eligible and/or who
17 do not meet the Medi-Cal requirements for medical necessity and who may be
18 experiencing a crisis due to interpersonal conflicts, family crises, difficult
19 parenting issues, challenging child needs, and/or traumatic loss, hereinafter
20 referred to as "PARTICIPANTS" for purposes of Subparagraph 9.4 of this
21 Exhibit.

22 9.4.2 Garden Grove shall provide Individual Counseling services
23 for a minimum of fifteen (15) unduplicated PARTICIPANTS. Individual Counseling
24 services shall include, but not be limited to, improving communication and
25 coping skills; improving problem-solving skills; strengthening parent-child
26 and family relationships; and making referrals to other community agencies if
27 additional counseling services are needed.

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1 9.4.3 Garden Grove shall provide Individual Counseling services
2 from 9:00 a.m. through 6:00 p.m., Monday through Thursday and 9:00 a.m.
3 through 5:00 p.m. on Friday, as well as evenings and weekends if needed,
4 throughout the educational school year beginning on, or about, September 1,
5 2010 and ending on April 30, 2011. Garden Grove shall provide a minimum of
6 four (4) and a maximum of twelve (12) counseling sessions for each
7 PARTICIPANT. Each counseling session shall be a minimum of fifty (50) minutes
8 in duration, or as clinically assessed by the Clinical Supervisor.

9 9.4.4 Garden Grove shall provide Individual Counseling services
10 at the FRC and/or at other community locations, to be approved in advance and
11 in writing by ADMINISTRATOR.

12 9.4.5 Garden Grove shall measure progress by ensuring that
13 PARTICIPANTS complete a FaCT registration form. Additionally, Garden Grove
14 shall complete the FaCT Counseling Assessment Tool and the FaCT Mental Health
15 Counseling Indicators Checklist.

16 9.4.6 Garden Grove's Individual Counseling services shall
17 address the following PSSF service categories: FS, FP, TLFR, and APS.

18 9.4.7 Garden Grove shall provide qualified Master of Social Work
19 (MSW) Intern staff as specified in Subparagraph 14.6 of this Exhibit.
20 Additionally, Garden Grove shall subcontract with qualified Clinical
21 Supervisor staff as described in Subparagraph 14.5 of this Exhibit.

22 9.5 Group Counseling by Garden Grove:

23 9.5.1 Garden Grove shall provide Group Counseling services for
24 low-income, high-risk parents and/or caregivers and their children ages birth
25 to eighteen (0-18) years who are not Medi-Cal eligible and/or who do not meet
26 the Medi-Cal requirements for medical necessity and who may be experiencing a
27 crisis due to interpersonal conflicts, family crises, difficult parenting
28 issues, challenging child needs, and/or traumatic loss, hereinafter referred

1 to as "PARTICIPANTS" for purposes of Subparagraph 9.6 of this Exhibit.

2 9.5.2 Garden Grove shall provide Group Counseling services for a
3 minimum of ten (10) unduplicated PARTICIPANTS. Group Counseling services
4 shall include, but not be limited to, improving communication and coping
5 skills; improving problem-solving skills; strengthening parent-child and
6 family relationships; and making referrals to other community agencies if
7 additional counseling services are needed.

8 9.5.3 Garden Grove shall provide a minimum of two (2) Group
9 Counseling sessions during the term of this Agreement. Each counseling session
10 shall be a minimum of four (4) weeks for one and one-half (1½) hours per week.

11 9.5.4 Garden Grove shall provide Group Counseling services at
12 the FRC and/or at other community locations, to be approved in advance and in
13 writing by ADMINISTRATOR.

14 9.5.5 Garden Grove shall measure progress by ensuring that
15 PARTICIPANTS complete a FaCT registration form. For PARTICIPANTS younger than
16 thirteen (13) years, a Narrative Report shall be completed.

17 9.5.6 Garden Grove's Group Counseling services shall address the
18 following PSSF service categories: FS, FP, TLFR, and APS.

19 9.5.7 Garden Grove shall provide qualified MSW Intern staff as
20 specified in Subparagraph 14.6 of this Exhibit. Additionally, Garden Grove
21 shall subcontract with qualified Clinical Supervisor staff as described in
22 Subparagraph 14.5 of this Exhibit.

23 10. ADDITIONAL CONTRACTOR RESPONSIBILITIES

24 10.1 In addition to the services specified in Paragraphs 3 through 9 of
25 this Exhibit, CONTRACTOR shall:

26 10.1.1 Provide ADMINISTRATOR a detailed marketing plan for each
27 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

28 10.1.2 Actively engage the community including local residents,

1 faith-based groups, businesses, public and private organizations, civic
2 groups, and others in the planning and implementation of services that promote
3 the well-being, safety, and permanency of children, families and communities.

4 10.1.3 Be community-based and maximize opportunities to provide
5 integrated, coordinated and easily accessible resources for families that
6 assure the successful linkage of program participants with needed services.

7 10.1.4 Affirm families' cultural, ethnic, and linguistic
8 identities and enhance their ability to function in a multicultural society.

9 10.1.5 Be outcome driven and identify indicators that accurately
10 reflect progress towards stated goal(s).

11 10.1.6 Employ program strategies based on principles that have
12 been demonstrated to be effective with the target population to be served.

13 10.1.7 Identify and address family and child abuse issues in the
14 community with an emphasis on prevention, early intervention, and permanency.

15 10.1.8 Identify and address substance abuse problems, including
16 prevention and access to intervention strategies.

17 10.1.9 Demonstrate the ability, now and in the future, to
18 integrate multiple public, private, and collaborative partner funding sources.

19 10.2 CONTRACTOR shall develop and maintain a Governance Structure
20 document that outlines resource sharing, accountability, decision-making
21 strategies, and a conflict resolution plan. The Governance Structure shall
22 include, but not be limited to, the addition and/or deletion of any partner
23 agency, change of designated fiscal agent, ongoing community input and
24 involvement, principles of collaboration, and voting quorum.

25 10.3 CONTRACTOR's FRC Project Coordinator shall participate in
26 meetings, to be held not more than once per month, of all FaCT FRC Program
27 Coordinators for the purpose of information sharing, joint problem solving,
28 identification of Best Practices, development of common approaches to case

1 management and intake, training, and other related matters. ADMINISTRATOR
2 will provide CONTRACTOR with detailed information regarding meeting date(s)
3 and location(s).

4 10.4 CONTRACTOR shall develop a Community Action Council (CAC) that
5 shall meet a minimum of quarterly. The FRC will maintain a roster and a copy
6 of minutes for all CAC meetings. The composition of CONTRACTOR's CAC will
7 vary, depending on the specific goals of, and the services to be provided by,
8 the FRC. The CAC shall consist of community members such as parents, youths,
9 teachers, businesses, religious community leaders, law enforcement, and city
10 representatives.

11 10.5 Appropriate CONTRACTOR staff shall participate in all required
12 training identified by ADMINISTRATOR, including, but not limited to,
13 management information system, FRC Project Coordinator's role in the FRC, and
14 other FRC responsibilities and activities. ADMINISTRATOR will provide
15 CONTRACTOR with detailed information regarding meeting date(s) and
16 location(s).

17 10.6 CONTRACTOR shall follow ADMINISTRATOR's established procedures for
18 reporting any special incidents that occur during CONTRACTOR's performance of
19 duties under this Agreement, involving CONTRACTOR's staff, participants,
20 and/or property.

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

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1 11. REPORTS

2 11.1 CONTRACTOR shall prepare and submit written reports regarding each
3 participant to the FaCT Program Coordinator including, but not limited to, the
4 following information:

5 11.1.1 Family identifier;

6 11.1.2 Family member identifier;

7 11.1.3 Ethnicity;

8 11.1.4 Date of birth;

9 11.1.5 Sex;

10 11.1.6 Referral reason(s);

11 11.1.7 Services recommended;

12 11.1.8 Services provided;

13 11.1.9 Date services delivery begins;

14 11.1.10 Date service delivery ends;

15 11.1.11 Status indicators (e.g. previous abuse reports, existing
16 health problems, etc.);

17 11.1.12 Primary language spoken;

18 11.1.13 PSSF outcome measures as identified in Paragraphs 3
19 through 9 of this Exhibit; and

20 11.1.14 PSSF service categories as identified in Paragraphs 3
21 through 9 of this Exhibit.

22 11.2 Reports shall be prepared in a format approved in writing by
23 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and
24 Social Services Agency (SSA) Contract ADMINISTRATOR by the twentieth (20th) day
25 of each month for the preceding month of services.

26 11.3 CONTRACTOR shall complete registration forms and attendance sheets
27 for every service delivered to participant(s) unless specifically exempted by
28 ADMINISTRATOR.

1 11.4 CONTRACTOR shall complete the FaCT standardized Marketing Outreach
2 Log and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days
3 following the end of each quarter.

4 11.5 ADMINISTRATOR and CONTRACTOR may mutually agree in writing to add,
5 delete, waive, or otherwise modify reporting requirements as stated in this
6 paragraph.

7 11.6 CONTRACTOR shall provide information deemed necessary by
8 ADMINISTRATOR to complete any state-required reports related to the services
9 provided under this Agreement.

10 12. SUSTAINABILITY

11 12.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order
12 to pursue long-term sustainability of CONTRACTOR'S FaCT collaborative
13 programs. This includes, but is not limited to, participation in the
14 following:

15 12.1.1 Assessment of long-term need for and reasonableness of
16 FaCT collaborative programs;

17 12.1.2 Training programs developed by or for FaCT;

18 12.1.3 Outreach activities initiated by FaCT staff or FaCT
19 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

20 12.1.4 Research of other public/private funding sources and
21 opportunities;

22 12.1.5 Pursuit of linkages with other partners, as appropriate,
23 and

24 12.1.6 Development of marketing and community education materials
25 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

26 12.2 CONTRACTOR agrees to cooperate in these efforts, as well as
27 independently pursue opportunities to improve sustainability of their
28 collaborative program. Independent activities may include activities

1 identified above as well as grant writing, and engaging in collaborative
 2 agreements with other integrated service initiatives.

3 12.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain
 4 CONTRACTOR's FaCT collaborative program by including written progress reports
 5 in FaCT mandated reports.

6 13. BUDGET

7 The budget for services provided pursuant to Exhibit A of this Agreement
 8 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
Child Care ⁽⁶⁾	10.00	600 hours	6,450
Subtotal GG Salaries:			\$83,972
GG Benefits (23.04%) ⁽³⁾ :			22,539
Subtotal GG Salaries and Benefits:			\$106,511
<u>Community Services Programs, Inc. (CSP):</u>			
Program Director ⁽⁷⁾	34.38	0.03	\$ 2,145
Counselor ⁽⁷⁾	18.58	1.00	38,646
Subtotal CSP Salaries:			\$40,791
CSP Benefits (12.55%) ⁽³⁾ :			6,643
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	5,171
Subtotal IH Salaries:			\$16,091
IH Benefits (21%) ⁽³⁾ :			3,379
Subtotal IH Salaries and Benefits:			\$19,470
<u>The Raise Foundation (Raise):</u>			
Information & Referral Specialist	11.00	0.50	\$11,752
Data Entry/Client Tracking	12.00	0.50	12,480
Subtotal Raise Salaries:			\$24,232
Raise Foundation Benefits (15%) ⁽³⁾ :			3,600
Subtotal Raise Salaries and Benefits:			\$27,832
Subtotal All Salaries and Benefits:			\$201,247
<u>CONSULTANTS/SUBCONTRACTORS:</u>			
GG - Clinical Supervision ⁽⁸⁾			10,000
GG - Parent Involvement			4,000

1	Subtotal Consultants/Subcontractors	\$ 14,000
2	<u>SUPPLIES AND OPERATING EXPENSES:</u>	
3	GG - Office Expenses	\$ 1,500
4	GG - Program Expenses	1,500
5	GG - Telephone	1,989
6	GG - Community Action Council Expenses	739
7	GG - Mileage	750
8	CSP - Office Expenses	125
9	CSP - Program Expenses	538
10	CSP - Mileage ⁽⁵⁾	621
11	CSP - Insurance	304
12	CSP - Indirect Cost	50
13	CSP - Facility, Equipment, and Communication	331
14	CSP - Audit	133
15	IH - Program Expenses	84
16	Raise - Parent Education Classes	2,507
17	Raise - Adoptive Respite Care & Family Events	4,100
18	Raise Program Expenses	345
19	Raise - Office Expenses	250
20	Raise - Mileage ⁽⁵⁾	122
21	Raise - Audit	100
22	Subtotal Supplies/Operating Expenses	\$16,088
23	COUNTY MAXIMUM OBLIGATION	<u>\$231,335</u>

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

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

26 (3) Medical, long-term disability, retirement, pension, employee assistance, FICA, SUI, Workers' Compensation and vacation accrual.

27 (4) Travel costs will be in accordance with Title 41 CFR Chapter 301, Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must be approved by ADMINISTRATOR in advance. CONTRACTOR will be reimbursed for

1 actual expenses of lodging, up to the maximum allowed in Title 41 CFR Chapter
2 301, Travel Allowances. CONTRACTOR will be reimbursed for per diem rate paid
3 to employees for meals and incidental expenses incurred during travel, up to
4 the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

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

6 (6) Garden Grove shall allocate a minimum of six thousand four hundred
7 fifty (\$6,450) dollars of its budget solely to the provision of child care.
8 Garden Grove shall provide a minimum of six hundred (600) hours of child care
9 during the term of this Agreement. Allowable costs include direct child care
10 services and the purchase of supplies directly related to the provision of
11 child care services. All purchases for child care related supplies must be
12 requested in advance and in writing for approval by ADMINISTRATOR.

13 (7) CSP Individual Counseling and Family Counseling services shall include
14 a Counselor at a minimum of 1.00 FTE, and a Program Director at a minimum of .03
15 FTE during the period from July 1, 2010 through June 30, 2011.

16 (8) Garden Grove shall dedicate a minimum of ten thousand (\$10,000) dollars
17 to the provision of Individual Counseling and Group Counseling services as
18 described herein, through a subcontractor during the period from July 1, 2010
19 through June 30, 2011.

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

1 14. STAFF

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

4 14.1 FRC Project Coordinator:

5 14.1.1 Duties: Responsible for overseeing all fiscal
6 reimbursements and accountability; processing program reports and evaluations;
7 coordinating data collection; providing administrative support including
8 networking and ensuring communication among the collaborative partners;
9 managing the FRC facility; coordinating FRC schedules; monitoring programs and
10 service providers; and attending meetings.

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

22 14.2 Family Advocate:

23 14.2.1 Duties: Responsible for assessing needs and assisting
24 families in crisis to access resources to meet those needs; coordinating
25 information for PARTICIPANT referrals; compiling and maintaining records;
26 preparing reports; and attending all required meetings.

27 14.2.2 Minimum Qualifications: Bachelor's degree in Psychology or
28 a related field from an accredited university; four (4) years of experience

1 working in the human services field may be substituted for the education
2 requirement; one (1) year of experience working in the human services field;
3 knowledge of the child welfare system; ability to work with diverse
4 populations; excellent written and verbal communication skills; bilingual in
5 Spanish is required; and proficiency in English is required.

6 The Raise Foundation shall provide the following described staff positions:

7 14.3 Data Entry/Client Tracking:

8 14.3.1 Duties: Responsible for correctly entering data in the
9 FaCT database and other data systems as required; following-up with
10 collaborative partners to collect data timely; generating required reports;
11 and attending FaCT meetings and trainings as required.

12 14.3.2 Minimum Qualifications: High school diploma or equivalent;
13 one (1) year of experience working with an automated data base tracking
14 system; excellent word processing and data entry skills; ability to interact
15 with collaborative partners to obtain accurate, complete, and timely data; and
16 proficiency in English is required.

17 14.4 Child Care Worker:

18 14.4.1 Duties: Responsible for taking care of children of parents
19 attending FRC activities and programs.

20 14.4.2 Minimum Qualifications: Sixteen (16) years of age;
21 previous paid or volunteer experience working with children in a group
22 setting; and proficiency in English is required.

23 14.5 Licensed Clinical Social Worker (LCSW) Clinical Supervisor:

24 14.5.1 Duties: Responsible for the clinical supervision of the
25 MSW Intern; providing weekly individual supervision to discuss cases, identify
26 learning strengths and weaknesses; teaching clinical issues related to the MSW
27 Intern's cases; teaching concepts and values of social work; aiding the MSW
28 Intern in integrating classroom learning with clinical experience; and

1 monitoring and assisting the MSW Intern with developing case plans and
2 reviewing case plans, notes, charts, and other PARTICIPANT documentation.

3 14.5.2 Minimum Qualifications: Master's degree in Social Work
4 from an accredited university; valid LCSW license; two (2) years of experience
5 with developing and implementing case plans and providing case management;
6 knowledge of human development including infant, child, and adult; possess
7 strong administrative, teaching, and clinical skills; possess wide range of
8 clinical skills and interventions for high risk families; and ability to
9 demonstrate sensitivity toward and work with diverse populations.

10 14.6 Master of Social Work (MSW) Intern:

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

20 14.6.2 Minimum Qualifications: Bachelor's degree in Psychology,
21 Human Services, Sociology, or a related field from an accredited university;
22 currently enrolled in a MSW program or related field; two (2) years of
23 experience working in the human services field; ability to work with diverse
24 populations; ability to perform each duty satisfactorily; bilingual in Spanish
25 is required; and proficiency in English is required.

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

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1 14.7 Program Director:

2 14.7.1 Duties: Responsible for working with the Executive
3 Director to administer and supervise the assigned programs; recruiting,
4 training, and orienting new staff and interns; evaluating staff performance;
5 facilitating staff meetings; preparing written reports for the assigned
6 programs; assisting with budget planning and budget modifications; monitoring
7 program expenses; writing grants and proposals; working with the Executive
8 Director to develop and implement program policies and procedures;
9 establishing and maintaining professional and cooperative public relations
10 with police, city and probation officials, and public and private agencies;
11 acting as program liaison to the police and probation departments, school
12 officials, and other service providers as well as representing the agency in
13 the community; monitoring all aspects of programs pertaining to this
14 Agreement; monitoring and overseeing all aspects of the service delivery
15 system; maintaining case files, promoting the best interest of the agency;
16 keeping the supervisor informed of problems and activities; assisting other
17 employees as needed; and performing other assignments as needed.

18 14.7.2 Minimum Qualifications: Master's degree in Counseling,
19 Psychology, Social Work, or a related field from an accredited university;
20 current licensure as a Licensed Clinical Social Worker is preferred; three (3)
21 years of counseling experience in addition to supervisory and administrative
22 experience; knowledge of theory and techniques of individual, family, and
23 group dynamics, as well as substance abuse issues; and proficiency in English
24 is required.

25 14.8 Counselor:

26 14.8.1 Duties: Responsible for providing counseling services as
27 described in this Agreement; collecting pre- and post-test data from
28 PARTICIPANTS; maintaining clear, concise, and complete PARTICIPANT files;

1 establishing and maintaining professional and cooperative relationships with
2 local school and law enforcement officials, public and private agencies, staff
3 members, and supervisors; completing accurate statistics, PARTICIPANT-related
4 and program-related paperwork; providing public presentations on the program
5 and assisting in public relations; evaluating and becoming familiar with
6 community service agencies appropriate for referral sources; promoting the
7 best interests of the agency; participating in FRC meetings, staff meetings,
8 supervision, training, and other meetings as needed; representing the agency
9 in approved community/agency committees; assisting other employees as needed;
10 keeping supervisor informed of problems and activities; and performing other
11 duties as needed.

12 14.8.2 Minimum Qualifications: Master's degree in Psychology,
13 Counseling, Social Work, or a related field from an accredited university; two
14 (2) years of counseling experience; knowledge of child and adolescent
15 development, parenting, education and training, individual and family
16 counseling theory and techniques; knowledge of theory and techniques of group
17 dynamics; bilingual in Spanish is required; and proficiency in English is
18 required.

19 14.9 Administrative Support:

20 14.9.1 Duties: Performing various appropriate human resource and
21 administrative duties as assigned by the agency.

22 14.9.2 Minimum Qualifications: High school diploma; one (1) year
23 experience working in a professional office environment; knowledge of computer
24 applications and standard office procedures; possess strong interpersonal and
25 organizational skills; possess excellent written and verbal communication
26 skills; ability to maintain confidentiality as appropriate; and proficiency in
27 English is required.

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1 Interval House shall provide the following described staff positions:

2 14.10 Domestic Violence Counselor:

3 14.10.1 Duties: Under general supervision, responsible for
4 providing individual and/or group counseling for domestic violence victims;
5 completing required domestic violence intervention documentation; providing
6 Domestic Violence Hotline services; providing PEP services; maintaining
7 program files; interacting with FRC staff including Comprehensive Case
8 Management Team and the other FRC partners; and attending training meetings
9 and other meetings as required.

10 14.10.2 Minimum Qualifications: Master's degree in counseling or
11 related field; one (1) year of experience working with families experiencing
12 domestic violence; and strong verbal, written, and interpersonal skills;
13 bilingual in Spanish or Vietnamese preferred and valid Domestic Violence
14 Advocate Certificate are required; and proficiency in English is required.

15 14.11 Family Law Attorney

16 14.11.1 Duties: Responsible for providing legal counseling to
17 victims of domestic abuse on family law issues affecting victims of domestic
18 violence including, but not limited to, preparing applications for restraining
19 orders; assisting with child custody, child support dissolution, legal
20 separation, and related family matters; and providing legal representation and
21 advocacy for domestic abuse victims in court proceedings related to
22 restraining orders, and child custody, child support, dissolution, legal
23 separation, and related family matters; handling immigration issues including
24 VAWA; conducting PARTICIPANT needs assessments; and coordinating legal
25 services.

26 14.11.2 Minimum Qualifications: State Certified Domestic Violence
27 Advocate; Juris Doctorate in good standing with the State Bar of California;
28 three (3) years experience working in family law and one (1) year experience

1 working with the Orange County criminal justice system. Bilingual in Spanish
2 or Vietnamese preferred; and proficiency in English is required.

3 Garden Grove through subcontract shall provide the following described
4 staff positions:

5 14.12 Program Associate Director:

6 14.12.1 Duties: Responsible for reporting to the Executive
7 Director for program management, administration, and marketing; identifying
8 and securing the assigned number of schools per quarter; meeting with school
9 principals and other school personnel about date, time, space, and all other
10 details to prepare a successful program; supervising recruiters and
11 facilitators; monitoring staff outreach to parents, class enrollment,
12 attendance, and graduation; assisting the Executive Director in maintaining
13 accurate records, preparing class materials, hosting weekly meetings with
14 facilitators, and arranging graduation ceremonies; teaching the parent
15 training classes as needed, and serving as a parent counselor.

16 14.12.2 Minimum Qualifications: Bachelor's degree in Counseling,
17 Education, Public Administration, Psychology, or a related field from an
18 accredited university; equivalent work experience may substitute for the
19 education requirement; work experience in teaching, supervision, marketing,
20 program planning, public relations, and management is preferred; experience
21 working with persons of diverse cultural and socio-economic backgrounds; and
22 proficiency in English is required.

23 14.13 Class Facilitators:

24 14.13.1 Duties: Responsible for teaching parents' courses
25 conducted by the agency; maintaining telephone contact with PARTICIPANTS;
26 being available to PARTICIPANTS after class as needed; maintaining attendance
27 records; and attending weekly meetings as required.

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1 14.13.2 Minimum Qualifications: Bachelor's degree in Counseling,
2 Education, Public Administration, Psychology, or a related field from an
3 accredited university; equivalent work experience may substitute for the
4 education requirement; previously attended the agency's Nine-Week Parent
5 Involvement Program; bilingual in Spanish is required; and proficiency in
6 English is required.

7 The Raise Foundation shall provide the following described staff
8 position:

9 14.14 Information & Referral Specialist:

10 14.14.1 Duties: Responsible for responding to walk-in, call-in,
11 and referred PARTICIPANTS seeking community resources; assisting in
12 assessments of PARTICIPANTS' needs; providing information and referral
13 assistance to PARTICIPANTS for community resources based on need; providing
14 outreach to community businesses and schools; researching and collecting
15 information and data regarding community resources; promoting FRC program
16 services in the community; representing the FRC at community events;
17 participating in the Comprehensive Case Management Team meetings; and
18 maintaining required documentation.

19 14.14.2 Minimum Qualifications: High school diploma or equivalent
20 GED; knowledge and understanding of the services provided by the FRC; ability
21 to relate well to individuals from a variety of backgrounds, income levels,
22 education levels, and cultures; bilingual in Spanish is required; and
23 proficiency in English is required.

24 14.15 Family Support Coordinator:

25 14.15.1 Duties: Responsible for developing and executing events
26 for respite care/family events; developing timeline for events, developing
27 brochures for events, maintaining records of all events, including
28 arranging/coordinating services such as entertainment, prizes, audio-visual,

1 and child care; attending required trainings and meetings; and completing
2 required documentation.

3 14.15.2 Minimum Qualifications: Bachelor's Degree in Social Work
4 or a related humanities field from an accredited university; knowledge of
5 Foster Care/Adoption System preferred; ability to relate well to individuals
6 from a variety of backgrounds, income levels, education levels, and cultures;
7 available to work evenings and Saturdays as needed; bilingual in Spanish is
8 preferred; and proficiency in English is required.

9 14.16 Parent Educator:

10 14.16.1 Duties: Responsible for providing Parent Education
11 Classes; reviewing and maintaining programs files; referring families to
12 available community resources and appropriate; maintaining program records;
13 and completing all required documentation.

14 14.16.2 Minimum Qualifications: Three (3) years college course
15 work and/or high school diploma with three (3) years parent education
16 experience; knowledge of community resources; bilingual in Spanish is
17 required; and proficiency in English is required.

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