

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertil	From:	Kimberly Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	COUNTY OF ORANGE FAMILIES AND COMMUNITIES TOGETHER (FaCT) AGREEMENT	Date:	April 26, 2011

OBJECTIVE

To request that City Council approve the Agreement with County of Orange Social Services Agency for Families and Communities Together (FaCT) grant funding at Magnolia Park Family Resource Center, and authorize the City Manager to sign and execute the Agreement, including making any modifications during the contract period for the operation and implementation of the contract services.

BACKGROUND

Since 1999, the Community Services Department has been the lead agency for the FOCUS Collaborative, which provides the community with family preservation services at the Magnolia Park Family Resource Center. The majority of the funding for the Center comes through a grant from the County of Orange Social Services Agency, Families and Communities Together (FaCT) Commission. The original grant received in 1999 was extended in 2003, and once again in 2005 as part of a competitive grant process.

On August 24, 2010, City Council authorized staff to submit an application proposal with the FOCUS Collaborative members to continue receiving grant funding from the County of Orange Social Services Agency Families and Communities Together (FaCT). The grant funding covered a three-year period from July 1, 2011 through June 30, 2014, and provides for an extension of one additional year, if mutually agreed upon.

The Community Services Department applied as the lead agency for program and fiscal oversight. County funded services provided by the Family Resource Center include case management and information and referral. Other services will be provided through the FOCUS Collaborative that involves partner agencies from the community. The funded partners include Interval House who will provide the domestic violence prevention and treatment services, the Community Services Program who will provide counseling services, parent education and clinical

supervision services, and Children's Bureau who will provide "Differential Response" services.

DISCUSSION

The attached Agreement with the County of Orange Social Services Agency will provide funding, in the amount of approximately \$333,540, for the FOCUS Collaborative to operate the Magnolia Park Family Resource Center, from July 1, 2011, through June 30, 2012.

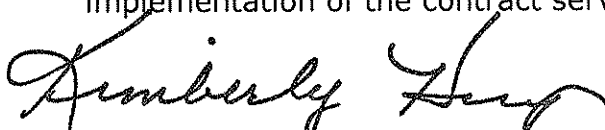
FINANCIAL IMPACT

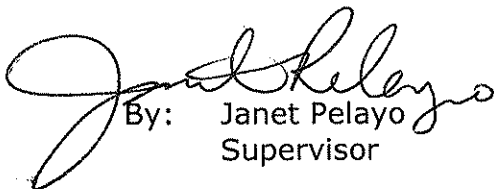
As lead agency, the City will be overseeing the program and fiscal operations of \$333,540 annually of services through management of the FOCUS Collaborative. The City's General Fund will match an annual amount of \$55,000 for the operation of the Magnolia Park Family Resource Center.

RECOMMENDATION

It is recommended that City Council:

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


KIMBERLY HUY
Director


By: Janet Pelayo
Supervisor

Recommended for Approval


Matthew Ferial
City Manager

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 CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
10 AND
11 INTERVAL HOUSE
12 FOR THE PROVISION OF
13 SERVICES PROMOTING SAFE AND STABLE FAMILIES
14

15 THIS AGREEMENT, entered into this 1st day of July, 2011, 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
18 California municipal agency; Community Service Programs, Inc., a California non-
19 profit corporation; Children's Bureau of Southern California, a California non-
20 profit corporation; and Interval House, Inc., a California non-profit
21 corporation; hereinafter collectively referred to as "MAGNOLIA PARK FAMILY
22 RESOURCE CENTER" or "CONTRACTOR." The City of Garden Grove, Community Services
23 Program Inc., Children's Bureau of Southern California, and Interval House,
24 shall each also be referred to individually as "Contractor Partner Agency" or
25 collectively as "Contractor Partner Agencies." This Agreement shall be
26 administered by the County of Orange Social Services Agency Director or
27 designee, hereinafter referred to as "ADMINISTRATOR."

28 ///

W I T N E S S E T H:

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

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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TABLE OF CONTENTS

		<u>Page</u>
1	1. TERM.....	4
2	2. ALTERATION OF TERMS.....	4
3	3. STATUS OF CONTRACTOR.....	4
4	4. DESCRIPTION OF SERVICES, STAFFING.....	5
5	5. LICENSES AND STANDARDS.....	5
6	6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS.....	6
7	7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE.....	8
8	8. NON-DISCRIMINATION.....	11
9	9. NOTICES.....	14
10	10. NOTICE OF DELAYS.....	14
11	11. INDEMNIFICATION AND INSURANCE.....	14
12	12. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS.....	19
13	13. CONFLICT OF INTEREST.....	20
14	14. ANTI-PROSELYTISM PROVISION.....	20
15	15. SUPPLANTING GOVERNMENT FUNDS.....	20
16	16. EQUIPMENT.....	20
17	17. BREACH SANCTIONS.....	22
18	18. DESIGNATED FISCAL AGENCY.....	23
19	19. PAYMENTS.....	23
20	20. OVERPAYMENTS.....	26
21	21. OUTSTANDING DEBT.....	27
22	22. FINAL REPORT.....	27
23	23. INDEPENDENT AUDIT.....	27
24	24. RECORDS, INSPECTIONS AND AUDITS.....	28
25	25. PERSONNEL DISCLOSURE.....	30
26	26. EMPLOYMENT ELIGIBILITY VERIFICATION.....	32
27	27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS.....	33
28	28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....	34
	29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	34
	30. CONFIDENTIALITY.....	34
	31. COPYRIGHT ACCESS.....	36
	32. WAIVER.....	36
	33. PETTY CASH.....	37
	34. PUBLICITY.....	37
	35. COUNTY RESPONSIBILITIES.....	37
	36. REFERRALS.....	38
	37. REPORTS.....	38
	38. ENERGY EFFICIENCY STANDARDS.....	38
	39. ENVIRONMENTAL PROTECTION STANDARDS.....	38
	40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.....	39
	41. POLITICAL ACTIVITY.....	40
	42. TERMINATION PROVISIONS.....	40
	43. GOVERNING LAW AND VENUE.....	41
	44. SIGNATURE IN COUNTERPARTS.....	42

1 1. TERM

2 The term of this Agreement shall commence on July 1, 2011, and terminate
3 on June 30, 2014, unless earlier terminated pursuant to the provisions of
4 Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to
5 perform such duties as would normally extend beyond this term, including but
6 not limited to, obligations with respect to indemnification, audits, reporting
7 and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
8 extend the term of this Agreement, for up to twelve (12) additional months
9 upon the same terms and conditions, provided that COUNTY's maximum obligation
10 as stated in Subparagraph 19.1 of this Agreement does not increase as a
11 result.

12 2. ALTERATION OF TERMS

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

20 3. STATUS OF CONTRACTOR

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

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

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
6 and supplies as described in the Exhibit "A" to the Agreement Between County
7 of Orange and Magnolia Park Family Resource Center, for the Provision of
8 Services Promoting Safe and Stable Families, attached hereto and incorporated
9 herein by reference. CONTRACTOR shall operate continuously throughout the
10 term of this Agreement with the number and type of staff described and as
11 required for provision of services hereunder pursuant to the personnel
12 disclosure provisions of this Agreement.

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

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

20 5. LICENSES AND STANDARDS

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

1 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
2 unless waived in whole or in part by ADMINISTRATOR, with all applicable
3 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
4 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
5 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
6 applicable laws and regulations of the United States, State of California,
7 County of Orange Social Services Agency and all administrative regulations,
8 rules and policies adopted thereunder as each and all may now exist or be
9 hereafter amended.

10 5.2.1 For federally funded Agreements in the amount of \$25,000
11 or more, CONTRACTOR certifies that said Agency's officers and/or principles
12 are not debarred or suspended from federal financial assistance programs
13 and/or activities.

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

19 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

20 6.1 Delegation and Assignment:

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

1 requiring COUNTY approval.

2 6.2 Subcontracts:

3 CONTRACTOR shall not subcontract for services under this Agreement
4 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
5 in writing to a subcontract, in no event shall the subcontract alter, in any
6 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must
7 be in writing and copies of same shall be provided to ADMINISTRATOR.
8 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
9 require.

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

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

19 6.2.2 Subcontracts in excess of \$10,000:

20 CONTRACTOR shall develop and submit for approval to
21 ADMINISTRATOR a system for the procurement of subcontracts with any
22 organization in which the total cumulative cost of services provided by any
23 single organization is anticipated to exceed ten thousand dollars (\$10,000)
24 during the term of this Agreement. CONTRACTOR's proposed procurement system
25 shall take into consideration such factors as: degree of price competition;
26 pricing policies and techniques; experience and quality of service; methods of
27 evaluating subcontractor responsibility; relationship of subcontractor to
28 CONTRACTOR; and planning, award, and post-award management of subcontracts,

1 including internal audit procedures and monitoring of subcontractor's
2 performance until completion of services.

3 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
4 procurement system, CONTRACTOR shall comply with such procurement system in
5 obtaining subcontracts with a total cost in excess of ten thousand dollars
6 (\$10,000) during the term of this Agreement. In addition, CONTRACTOR shall
7 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
8 with any organization when the total cumulative cost of services to be
9 provided by that organization is anticipated to exceed ten thousand dollars
10 (\$10,000) during the term of this Agreement.

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

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

23 7.1.1 The form of CONTRACTOR's business organization, i.e.,
24 proprietorship, partnership, corporation, etc.

25 7.1.2 A detailed statement indicating the relationship of
26 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
27 individual.

28 7.1.3 A detailed statement indicating the relationship of

1 CONTRACTOR to any subsidiary business organization or to any individual who
2 may be providing services, supplies, material or equipment to CONTRACTOR or in
3 any manner does business with CONTRACTOR under this Agreement.

4 7.2 Change in Form of Business Organization:

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

12 7.3 Real Property Disclosure:

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

18 7.3.1 The location by street address and city of any such real
19 property.

20 7.3.2 The fair market value of any such real property as such
21 value is reflected on the most recently issued County Tax Collector's tax
22 bill.

23 7.3.3 A detailed description of all existing and pending
24 agreements, with respect to the use or occupation of any such real property.
25 Such description shall include, but not be limited to:

26 7.3.3.1 The term duration of any rental, lease or license
27 agreement;

28 7.3.3.2 The amount of monetary consideration to be paid to

1 the lessor or licensor over the term of the rental, lease or license
2 agreement;

3 7.3.3.3 The type and dollar value of any other
4 consideration to be paid to the lessor or licensor;

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

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

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

1 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
2 describing such changes.

3 8. NON-DISCRIMINATION

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

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

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

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

23 8.5 Non-Discrimination in Employment

24 8.5.1 All solicitations or advertisements for employees placed
25 by or on behalf of CONTRACTOR shall state that all qualified applicants will
26 receive consideration for employment without regard to sex, race, color,
27 ethnicity, national origin, ancestry, religion, age, marital status, medical
28 condition, sexual orientation, sexual preference, physical or mental

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

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

7 California Department of Social Services

8 Public Inquiry and Response Bureau

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

10 Sacramento, CA 94244-2430

11 Telephone: (800) 952-5253

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

13 8.6 Non-Discrimination in Service Delivery

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

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

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

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

12 8.6.2.2 Discrimination Complaint Form

13 8.6.2.3 Civil Rights Contacts:

14 County Civil Rights Contact:

15 Orange County Social Services Agency

16 Program Integrity

17 Attn: Civil Rights Coordinator

18 P.O. Box 22001

19 Santa Ana, CA 92702-2001

20 Telephone: (714) 438-8880

21 State Civil Rights Contact:

22 California Department of Social Services

23 Civil Rights Bureau

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

25 Sacramento, CA 94244-2430

26 Federal Civil Rights Contact:

27 U.S. Department of Health and Human Services

28 Office of Civil Rights

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

9. NOTICES

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

COUNTY: County of Orange Social Services Agency

Contract Services

888 N. Main Street

Santa Ana, CA 92701

CONTRACTOR: Magnolia Park Family Resource Center

c/o City of Garden Grove

11402 Magnolia Street

Garden Grove, CA 92841

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

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION AND INSURANCE

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

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

12 11.2 Prior to the provision of services under this Agreement,
13 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
14 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
15 endorsements required herein, necessary to satisfy COUNTY that the insurance
16 provisions of this Agreement have been complied with, and to keep such
17 insurance coverage and the certificates therefore on deposit with
18 ADMINISTRATOR during the entire term of this Agreement.

19 11.3 CONTRACTOR shall ensure that all subcontractors performing work on
20 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
21 to the same terms and conditions as set forth herein for CONTRACTOR.

22 11.4 All self-insured retentions (SIRs) and deductibles shall be
23 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
24 apply, indicate this on the Certificate of Insurance with a "0" by the
25 appropriate line of coverage. Any self-insured retention (SIR) or deductible
26 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
27 specifically be approved by the County Executive Office (CEO)/Office of Risk
28 Management.

1 11.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
2 the full term of this Agreement, COUNTY may terminate this Agreement.

3 Qualified Insurer

4 11.6 Minimum insurance company ratings as determined by the most
5 current edition of the Best's Key Rating Guide/Property-Casualty/United States
6 or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size
7 Category).

8 11.7 The policy or policies of insurance required herein must be issued
9 by an insurer licensed to do business in the State of California (California
10 Admitted Carrier). If the insurer is a non-admitted carrier in the State of
11 California and does not meet or exceed an A.M. Best rating of A-/VIII,
12 CEO/Office of Risk Management retains the right to approve or reject carrier
13 after a review of the company's performance and financial ratings. If the
14 non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII,
15 ADMINISTRATOR can accept the insurance.

16 11.8 The policy or policies of insurance maintained by CONTRACTOR shall
17 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Partner</u> <u>Agencies</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate	City of Garden Grove, (City); Community Service Programs, Inc. (CSP); Children's Bureau of Southern California (CB); and Interval House (IH)
Automobile Liability (including coverage for owned, non-owned and	\$1,000,000 per occurrence	City, CSP, CB, and IH

1	hired vehicles)		
2	Workers' Compensation	Statutory	City, CSP, CB, and IH
3	Employer's Liability	\$1,000,000 per occurrence	City, CSP, CB, and IH
4			
5	Professional Liability	\$1,000,000 per claims made or per occurrence	City, CSP, CB, and IH
6			
7			
8	Sexual Misconduct Liability	\$1,000,000 per occurrence	City, CSP, CB, and IH
9			
10	Employee Dishonesty	\$55,567	CB

11 Required Coverage Forms

12 11.9 Commercial General Liability coverage shall be written on
13 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
14 liability coverage at least as broad.

15 11.10 Business Auto Liability coverage shall be written on ISO form CA
16 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at
17 least as broad.

18 Required Endorsements

19 11.11 Commercial General Liability policy shall contain the following
20 endorsements, which shall accompany the Certificate of insurance:

21 11.11.1 An Additional Insured endorsement using ISO form CG 2010
22 or CG 2033 or a form at least as broad naming the County of Orange, its
23 elected and appointed officials, officers, employees, agents as Additional
24 Insureds.

25 11.11.2 A primary non-contributing endorsement evidencing that
26 CONTRACTOR's insurance is primary and any insurance or self-insurance
27 maintained by the County of Orange shall be excess and non-contributing.

28 11.12 The County of Orange shall be the loss payee on the Employee

1 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of
2 Orange is a Loss Payee shall accompany the Certificate of Insurance.

3 11.13 All insurance policies required by this Agreement shall waive all
4 rights of subrogation against the County of Orange and members of the Board of
5 Supervisors, its elected and appointed officials, officers, agents and
6 employees when acting within the scope of their appointment or employment.

7 11.14 The Workers' Compensation policy shall contain a waiver of
8 subrogation endorsement waiving all rights of subrogation against the County
9 of Orange, and members of the Board of Supervisors, its elected and appointed
10 officials, officers, agents and employees.

11 11.15 All insurance policies required by this Agreement shall give the
12 County of Orange thirty (30) days notice in the event of cancellation and ten
13 (10) days for non-payment of premium. This shall be evidenced by policy
14 provisions or an endorsement separate from the Certificate of Insurance.

15 11.16 If CONTRACTOR's Professional Liability policy is a "claims made"
16 policy, CONTRACTOR shall agree to maintain professional liability coverage for
17 two (2) years following completion of this Agreement.

18 11.17 The Commercial General Liability policy shall contain a
19 severability of interests clause also known as a "separation of insureds"
20 clause (standard in the ISO CG 0001 policy).

21 11.18 If CONTRACTOR fails to provide the insurance certificates and
22 endorsements within seven (7) days of notification by CEO/County Procurement
23 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

24 11.19 COUNTY expressly retains the right to require CONTRACTOR to
25 increase or decrease insurance of any of the above insurance types throughout
26 the term of this Agreement. Any increase or decrease in insurance will be as
27 deemed by County of Orange Risk Manager as appropriate to adequately protect
28 COUNTY.

1 11.20 COUNTY shall notify CONTRACTOR in writing of changes in the
2 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
3 certificates of insurance and endorsements with COUNTY incorporating such
4 changes within thirty (30) days of receipt of such notice, this Agreement may
5 be in breach without further notice to CONTRACTOR, and COUNTY shall be
6 entitled to all legal remedies.

7 11.21 The procuring of such required policy or policies of insurance
8 shall not be construed to limit CONTRACTOR's liability hereunder nor to
9 fulfill the indemnification provisions and requirements of this Agreement, nor
10 act in any way to reduce the policy coverage and limits available from the
11 insurer.

12 12. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

13 CONTRACTOR shall report to COUNTY:

14 12.1 Any accident or incident relating to services performed under this
15 Agreement which involves injury or property damage which may result in the
16 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
17 shall be made in writing within twenty-four (24) hours of occurrence.

18 12.2 Any third party claim or lawsuit filed against CONTRACTOR arising
19 from or related to services performed by CONTRACTOR under this Agreement. Such
20 report shall be submitted to COUNTY within twenty-four (24) hour of
21 occurrence.

22 12.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
23 property. Such report shall be submitted to COUNTY within twenty-four (24)
24 hours of occurrence.

25 12.4 Any loss, disappearance, destruction, misuse, or theft of any kind
26 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
27 under the term of this Agreement. Such report shall be submitted to COUNTY
28 within twenty-four (24) hour of occurrence.

1 13. CONFLICT OF INTEREST

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

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

12 14. ANTI-PROSELYTISM PROVISION

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

17 15. SUPPLANTING GOVERNMENT FUNDS

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

27 16. EQUIPMENT

28 16.1 All items purchased with funds provided under this Agreement or

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

10 CONTRACTOR further agrees to the following:

11 16.1.1 To maintain all items of Capital Equipment in good working
12 order and condition, normal wear and tear excepted.

13 16.1.2 To label all items of Capital Equipment, do periodic
14 inventories as required by ADMINISTRATOR and to maintain an inventory list
15 showing where and how the Capital Equipment is being used, in accordance with
16 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
17 ADMINISTRATOR within ten (10) days of any request therefore.

18 16.1.3 To report in writing to ADMINISTRATOR immediately after
19 discovery, the loss or theft of any items of Capital Equipment. For stolen
20 items, the local law enforcement agency must be contacted and a copy of the
21 police report submitted to ADMINISTRATOR.

22 16.1.4 To purchase a policy or policies of insurance covering
23 loss or damage to any and all Capital Equipment purchased under this
24 Agreement, in the amount of the full replacement value thereof, providing
25 protection against the classification of fire, extended coverage, vandalism,
26 malicious mischief and special extended perils (all risks) covering the
27 parties' interests as they appear.

28 16.2 The purchase of any Capital Equipment by CONTRACTOR shall be

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

7 16.3 No personal computers or any component thereof may be purchased
8 with funds provided under this Agreement regardless of purchase price, without
9 prior written approval of ADMINISTRATOR. Any personal computers or any
10 component thereof purchased shall be in accordance with computer
11 specifications provided by ADMINISTRATOR, be subject to the same inventory
12 control conditions specified in Subparagraphs 16.1.1 to 16.1.4 and, at the
13 sole discretion of ADMINISTRATOR, become the property of COUNTY upon
14 termination of this Agreement.

15 17. BREACH SANCTIONS

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

21 17.1 Afford CONTRACTOR a time period within which to cure the breach,
22 which period shall be established at the sole discretion of ADMINISTRATOR;
23 and/or

24 17.2 Discontinue reimbursement to CONTRACTOR for and during the period
25 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
26 later recovery; and/or

27 17.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
28 COUNTY those monies disallowed pursuant to Subparagraph 17.2 above.

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

4 18. DESIGNATED FISCAL AGENCY

5 18.1 Each of the Contractor Partner Agencies agrees that the City of
6 Garden Grove shall serve as the designated fiscal agent on behalf of
7 CONTRACTOR, with authority to present claims to COUNTY on behalf of each of
8 the Contractor Partner Agencies for services delivered by each of them
9 pursuant to this Agreement. As designated fiscal agent, City of Garden Grove,
10 shall receive the claims from each of the other Contractor Partner Agencies on
11 a monthly basis and shall submit these claims, along with its own monthly
12 claim, pursuant to Paragraph 19 herein. Claims submitted to COUNTY by the
13 designated fiscal agent shall clearly identify the services that were
14 performed by each Contractor Partner Agency. Any and all payments to be made
15 by COUNTY pursuant to this Agreement shall be made payable to the designated
16 fiscal agent. The designated fiscal agent shall thereafter disburse payment
17 as appropriate to the Contractor Partner Agencies. Each of the Contractor
18 Partner Agencies agrees that COUNTY's disbursement of payment to the
19 designated fiscal agent shall satisfy COUNTY's payment obligation under this
20 Agreement.

21 18.2 As designated fiscal agent, City of Garden Grove shall also be
22 responsible for, at a minimum, facilitating CONTRACTOR meetings, collecting
23 documentation for invoices and outcome measurements from each Contractor
24 Partner Agency, and maintaining complete and accurate records of all financial
25 and outcome measurement data on behalf of CONTRACTOR.

26 19. PAYMENTS

27 19.1 Maximum Contractual Obligation:

28 The maximum obligation of COUNTY under this Agreement shall be

1 \$333,540 per year for an aggregate total of \$1,000,620 for three years, or
2 actual allowable costs, whichever is less.

3 19.2 Allowable Costs:

4 During the term of this Agreement, COUNTY shall 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
8 for anticipated allowable costs that will be incurred by CONTRACTOR for May
9 and June 2012, 2013, and 2014, during the month of such anticipated
10 expenditure.

11 19.3 Advance Payment:

12 ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR
13 an amount(s) not in excess of 16.66 percent of the maximum obligation of
14 COUNTY, for the initial twelve-month period of this Agreement, upon receipt of
15 a written request(s) by CONTRACTOR, which request(s) shall be accompanied by
16 such justification as ADMINISTRATOR may require. ADMINISTRATOR may, in its
17 sole discretion, deduct any such advances from any one or more payments owed
18 to CONTRACTOR prior to March 31, 2012, 2013, and/or 2014. If, at the
19 conclusion of this Agreement, there is a balance owing COUNTY, CONTRACTOR
20 shall immediately refund said monies to COUNTY.

21 19.4 Claims:

22 19.4.1 CONTRACTOR shall submit monthly reimbursement claims to be
23 received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
24 the month for expenses incurred in the preceding month. In the event the
25 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
26 shall submit the claim the next business day. COUNTY holidays include New
27 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
28 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,

1 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

2 19.4.2 All reimbursement claims must be submitted on a form
3 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
4 supporting source documents with the monthly claim, including, inter alia, a
5 monthly statement of services, general ledgers, supporting journals, time
6 sheets, invoices, canceled checks, receipts, and receiving records, some of
7 which may be required to be copied. Source documents that CONTRACTOR must
8 submit shall be determined by ADMINISTRATOR and/or the COUNTY's Auditor-
9 Controller. CONTRACTOR shall retain all financial records in accordance with
10 Paragraph 24 (Records, Inspections, and Audits) of this Agreement.

11 19.4.3 CONTRACTOR acknowledges that the amount of reimbursement
12 on a claim received by ADMINISTRATOR after the twentieth (20th) calendar day of
13 the month shall be reduced, in accordance with the following table:

14 1 to 30 calendar days late	10% reduction of claim amount to be paid
15 31 to 60 calendar days late	20% reduction of claim amount to be paid
16 61 to 90 calendar days late	30% reduction of claim amount to be paid
17 Over 90 calendar days late	40% reduction of claim amount to be paid

18 19.4.4 CONTRACTOR and ADMINISTRATOR agree that all reductions of
19 a late claim included in the table above shall be based upon the amount of the
20 CONTRACTOR's correctly submitted claim amount to be paid.

21 19.4.5 Payments should be released by COUNTY within a reasonable
22 time period of approximately thirty (30) days after receipt of a correctly
23 completed claim form and required supporting documentation.

24 19.4.6 Final Claims/Settlement:

25 19.4.6.1 Final claims for the term of July 1, 2011 through
26 June 30, 2012, must be received no later than August 30, 2012 at 5:00 p.m.

27 19.4.6.2 Final claims for the term of July 1, 2012 through
28 June 30, 2013, must be received no later than August 30, 2013 at 5:00 p.m.

1 19.4.6.3 Final claims for the term of July 1, 2013 through
2 June 30, 2014, must be received no later than August 30, 2014 at 5:00 p.m.

3 19.4.6.4 Claims received after the dates specified in
4 Subparagraphs 19.4.6.1 to 19.4.6.3 may not be reimbursed. ADMINISTRATOR may,
5 in its sole discretion, modify the date upon which the final claim per term
6 must be received, upon written notice to CONTRACTOR.

7 19.4.6.5 The basis for final settlement shall be the
8 actual allowable costs as defined in Title 45 of the Code of Federal
9 Regulations (CFR) and OMB Circular A-122 or 48 CFR 31.2, as applicable,
10 incurred and paid by CONTRACTOR pursuant to the Agreement; limited, however,
11 to the maximum obligation of the COUNTY. In the event that any overpayment
12 has been made, the COUNTY may offset the amount of the overpayment against the
13 final payment. In the event overpayment exceeds the final payment, CONTRACTOR
14 shall pay the COUNTY all such sums within five (5) days of notice from the
15 COUNTY. Nothing herein shall be construed as limiting the remedies of the
16 COUNTY in the event an overpayment has been made.

17 20. OVERPAYMENTS

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

1 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
2 COUNTY necessary to enforce the provisions set forth in this paragraph.

3 21. OUTSTANDING DEBT

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

7 22. FINAL REPORT

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

13 23. INDEPENDENT AUDIT

14 23.1 CONTRACTOR shall employ a licensed certified public accountant who
15 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
16 related expenditures during the term of this Agreement in compliance with the
17 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
18 Organizations. The audit must be performed in accordance with generally
19 accepted government auditing standards and OMB Circular A-122. CONTRACTOR
20 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
21 corrective action is taken within six (6) months after issuance of all audit
22 reports with regard to audit exceptions.

23 23.2 It is mutually understood that CONTRACTOR's organization-wide
24 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR
25 agrees to provide ADMINISTRATOR with a copy of its organization-wide audit for
26 the period July 1, 2011, through June 30, 2012, by October 30, 2012.
27 CONTRACTOR agrees to provide ADMINISTRATOR with copies of its organization-
28 wide audit for the period July 1, 2012, through June 30, 2013, by October 30,

1 2013. CONTRACTOR further agrees to provide ADMINISTRATOR with copies of its
2 organization-wide audit for the period July 1, 2013, through June 30, 2014, by
3 October 30, 2014. Failure to provide a copy of the organization-wide audit,
4 for the period July 1, 2011, through June 30, 2014, shall be sufficient cause
5 for ADMINISTRATOR, in its sole discretion, to deny payment under this or any
6 subsequent Agreement with CONTRACTOR until such time as the required audit is
7 provided to ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify
8 the date upon which the organization-wide audit must be received, upon notice
9 to CONTRACTOR.

10 24. RECORDS, INSPECTIONS AND AUDITS

11 24.1 Financial Records:

12 24.1.1 CONTRACTOR shall prepare and maintain accurate and
13 complete financial records. Financial records shall be retained, by
14 CONTRACTOR, for a minimum of five (5) years from the date of final payment
15 under this Agreement or until all pending COUNTY, State and Federal audits are
16 completed, whichever is later.

17 24.1.2 CONTRACTOR shall establish and maintain reasonable
18 accounting, internal control and financial reporting standards in conformity
19 with generally accepted accounting principles established by the American
20 Institute of Certified Public Accountants and to the satisfaction of
21 ADMINISTRATOR.

22 24.2 Client Records:

23 24.2.1 CONTRACTOR shall prepare and maintain accurate and
24 complete records of clients served and dates and type of services provided
25 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

26 24.2.2 All client records related to services provided under the
27 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
28 (5) years from the date of final payment under this Agreement or until all

1 pending COUNTY. State and Federal audits are completed, whichever is later.
2 Notwithstanding anything to the contrary, upon termination of this Agreement,
3 CONTRACTOR shall relinquish control with respect to client records to COUNTY
4 in accordance with Subparagraph 42.2.

5 24.2.3 COUNTY may refuse payment for a claim if client records
6 are determined by COUNTY to be incomplete or inaccurate. In the event client
7 records are determined to be incomplete or inaccurate after payment has been
8 made, COUNTY may treat such payment as an overpayment within the provisions of
9 this Agreement.

10 24.3 Public Records:

11 With the exception of client records or other records referenced
12 in Paragraph 30, entitled Confidentiality, all records, including but not
13 limited to, reports, audits, notices, claims, statements and correspondence,
14 required by this Agreement may be subject to public disclosure. COUNTY will
15 not be liable for any such disclosure.

16 24.4 Inspections and Audits:

17 24.4.1 The U.S. Department of Health and Human Services
18 Comptroller General of the United States, Director of CDSS, State Auditor-
19 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
20 Department, or any of their authorized representatives, shall have access to
21 any books, documents, papers and records, including medical records, of
22 CONTRACTOR which any of them may determine to be pertinent to this Agreement
23 for the purpose of financial monitoring. Further, all the above mentioned
24 persons have the right at all reasonable times to inspect or otherwise
25 evaluate the work performed or being performed under this Agreement and the
26 premises in which it is being performed.

27 24.4.2 CONTRACTOR shall make available its books and financial
28 records within the borders of Orange County within ten (10) days after receipt

1 of written demand by ADMINISTRATOR.

2 24.4.3 In the event CONTRACTOR does not make available its books
3 and financial records within the borders of Orange County, CONTRACTOR agrees
4 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
5 designee, necessary to obtain CONTRACTOR's books and financial records.

6 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
7 liability to the State or Federal government or any agency thereof resulting
8 from any disallowances or other audit exceptions to the extent that such
9 liability is attributable to CONTRACTOR's failure to perform under this
10 Agreement.

11 24.5 Evaluation Studies:

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

16 25. PERSONNEL DISCLOSURE

17 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
18 all personnel providing services hereunder, including resumes and job
19 applications. Changes to the list will be immediately provided to
20 ADMINISTRATOR in writing, along with a copy of a resume and/or job
21 application. The list shall include:

22 25.1.1 Names of all full or part-time personnel by title,
23 including volunteer personnel, whose direct services are required to provide
24 the programs described herein;

25 25.1.2 A brief description of the functions of each position and
26 the hours each person works each week; or for part-time personnel, each day or
27 month, as appropriate;

28 25.1.3 The professional degree, if applicable, and experience

1 required for each position; and

2 25.1.4 The language skill, if applicable, for all personnel.

3 25.2 Where authorized by law, CONTRACTOR shall conduct, at no cost to
4 COUNTY, criminal record background checks on all employees and/or volunteers
5 who will provide services under this Agreement.

6 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
7 COUNTY, criminal record background checks on all employees and/or volunteers
8 who will provide services under this Agreement. Candidates will satisfy
9 background checks consistent with and comparable to those required for COUNTY
10 employees.

11 25.4 CONTRACTOR warrants that all persons employed or otherwise
12 assigned by CONTRACTOR to provide services under this Agreement have
13 satisfactory past work records and/or reference checks indicating their
14 ability to perform the required duties and accept the kind of responsibility
15 anticipated under this Agreement. CONTRACTOR shall maintain records of
16 background investigations and reference checks undertaken and coordinated by
17 CONTRACTOR for each employee and/or volunteer assigned to provide services
18 under this Agreement for a minimum of five (5) years from the date of final
19 payment under this Agreement or until all pending COUNTY, State and Federal
20 audits are completed, whichever is later, in compliance with all applicable
21 laws.

22 25.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
23 arrest and/or subsequent conviction, for offenses other than minor traffic
24 offenses, of any paid employee and/or volunteer staff performing services
25 under this Agreement, when such information becomes known to CONTRACTOR.
26 ADMINISTRATOR, in its sole discretion, may determine whether such employee
27 and/or volunteer may continue to provide services under this Agreement and
28 shall provide notice of such determination to CONTRACTOR in writing.

1 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
2 material breach of this Agreement, pursuant to Paragraph 17 above.

3 25.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
4 staff performing work hereunder and any proposed changes in CONTRACTOR's
5 staff, including, but not limited to, CONTRACTOR's Program Director.

6 25.7 COUNTY shall have the right, at its sole discretion, to require
7 CONTRACTOR to remove any employee from the performance of services under this
8 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
9 said personnel.

10 25.8 CONTRACTOR shall notify COUNTY immediately when staff is
11 terminated for cause from working on this Agreement.

12 25.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
13 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
14 work in accordance with the terms and conditions of this Agreement.

15 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

5 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

28 It is expressly understood that this data will be transmitted to

1 governmental agencies charged with the establishment and enforcement of child
2 support orders, and for no other purpose.

3 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

15 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

21 30. CONFIDENTIALITY

22 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
23 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
24 and all other provisions of law, and regulations promulgated thereunder
25 relating to privacy and confidentiality, as each may now exist or be hereafter
26 amended.

27 30.2 All records and information concerning any and all persons
28 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and

1 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
2 volunteers. CONTRACTOR shall require all of its employees, agents,
3 subcontractors and volunteer staff who may provide services for CONTRACTOR
4 under this Agreement to sign an agreement with CONTRACTOR before commencing
5 the provision of any such services, to maintain the confidentiality of any and
6 all materials and information with which they may come into contact, or the
7 identities or any identifying characteristics or information with respect to
8 any and all participants referred to CONTRACTOR by COUNTY, except as may be
9 required to provide services under this Agreement or to those specified in
10 this Agreement as having the capacity to audit CONTRACTOR, and as to the
11 latter, only during such audit. CONTRACTOR shall comply with any audits
12 specified in Paragraph 24, provide reports and any other information required
13 by COUNTY in the administration of this Agreement, and as otherwise permitted
14 by law.

15 30.3 CONTRACTOR shall inform all of its employees, agents,
16 subcontractors, volunteers and partners of this provision and that any person
17 knowingly and intentionally violating the provisions of said State law may be
18 guilty of a crime.

19 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
20 be subject to the confidentiality requirements of this Agreement.

21 30.5 CONTRACTOR agrees to maintain the confidentiality of its records
22 with respect to Juvenile Court matters, in accordance with Welfare and
23 Institutions Code Section 827, all applicable statutes, caselaw, and Orange
24 County Juvenile Court Policy regarding Confidentiality, as it now exists or
25 may hereafter be amended.

26 30.6 No access, disclosure or release of information regarding a child
27 who is the subject of Juvenile Court proceedings shall be permitted except as
28 authorized. If authorization is in doubt, no such information shall be

1 released without the written approval of a Judge of the Juvenile Court.

2 30.7 CONTRACTOR must receive prior written approval of the Juvenile
3 Court before allowing any child to be interviewed, photographed or recorded by
4 any publication or organization or to appear on any radio, television or
5 internet broadcast or make any other public appearance. Such approval shall
6 be requested through child's Social Worker

7 30.8 Attorney Client Confidentiality Requirements: In the event
8 CONTRACTOR is a legal assistance provider, nothing in this Agreement shall
9 allow COUNTY or the State of California to engage in any conduct that would
10 impair the attorney-client relationship between CONTRACTOR and its clients, as
11 that relationship is customarily defined in the legal community; and, in
12 particular, nothing herein shall require CONTRACTOR to reveal attorney-client
13 privileged information, nor allow COUNTY or the State to interfere with any
14 other legal and ethical duties CONTRACTOR owes to its clients. To the extent
15 COUNTY, in fulfilling its contractual obligations and/or its obligations under
16 State or Federal law, finds it necessary to examine documents or files
17 prepared by CONTRACTOR in the course of its confidential relationships with
18 its clients, CONTRACTOR may delete information which would identify clients
19 from such documents or files before they are examined by COUNTY.

20 31. COPYRIGHT ACCESS

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

25 32. WAIVER

26 No delay or omission by either party hereto to exercise any right or
27 power accruing upon any noncompliance or default by the other party with
28 respect to any of the terms of this Agreement shall impair any such right or

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

6 33. PETTY CASH

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

9 34. PUBLICITY

10 34.1 Information and solicitations, prepared and released by
11 CONTRACTOR, concerning the services provided under this Agreement shall state
12 that the program, wholly or in part, is funded through COUNTY, State and
13 Federal government funds.

14 34.2 CONTRACTOR shall not disclose any details in connection with this
15 Agreement to any person or entity except as may be otherwise provided
16 hereunder or required by law. However, in recognizing CONTRACTOR's need to
17 identify its services and related clients to sustain itself, COUNTY shall not
18 inhibit CONTRACTOR from publishing its role under this Agreement within the
19 following conditions:

20 34.2.1 CONTRACTOR shall develop all publicity material in a
21 professional manner; and

22 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
23 and shall not authorize another to, publish or disseminate any commercial
24 advertisements, press releases, feature articles, or other materials using the
25 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
26 unreasonably withhold written consent.

27 35. COUNTY RESPONSIBILITIES

28 ADMINISTRATOR will provide consultation and technical assistance, and

1 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

2 36. REFERRALS

3 CONTRACTOR shall provide services to individuals referred by
4 ADMINISTRATOR.

5 37. REPORTS

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

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

14 38. ENERGY EFFICIENCY STANDARDS

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

18 39. ENVIRONMENTAL PROTECTION STANDARDS

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

25 39.1 No facility to be utilized in the performance of the proposed
26 grant has been listed on the EPA List of Violating Facilities;

27 39.2 It will notify COUNTY prior to award of the receipt of any
28 communication from the Director, Office of Federal Activities, U.S. EPA,

1 indicating that a facility to be utilized for the grant is under consideration
2 to be listed on the EPA List of Violating Facilities; and

3 39.3 It will notify COUNTY and the EPA about any known violation of the
4 above laws and regulations.

5 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
6 CERTAIN FEDERAL TRANSACTIONS

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

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

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

20 1) No Federal appropriated funds have been paid or will
21 be paid to any person for influencing or attempting to influence an officer or
22 employee of any agency, a Member of Congress, an officer or employee of
23 Congress, or an employee of a Member of Congress on his or her behalf in
24 connection with the awarding of any Federal contract, the making of any
25 Federal grant, the making of any Federal loan, the entering into of any
26 cooperative agreement, and the extension, continuation, renewal, amendment or
27 modification of any Federal contract, grant, loan or cooperative agreement;

28 2) If any funds other than Federal appropriated funds

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

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

12 C. Submission of this certification and disclosure is a
13 prerequisite for making or entering into this Agreement imposed by Section
14 1352, Title 31, USC. Any person who makes an expenditure prohibited under
15 this provision or who fails to file or amend the disclosure form to be filed
16 or amended by this provision, shall be subject to a civil penalty of not less
17 than \$10,000, and not more than \$100,000, for each such failure.

18 41. POLITICAL ACTIVITY

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

22 42. TERMINATION PROVISIONS

23 42.1 ADMINISTRATOR may terminate this Agreement without penalty
24 immediately with cause or after thirty (30) days written notice without cause,
25 unless otherwise specified. Notice shall be deemed served on the date of
26 mailing. Cause shall be defined as any breach of contract, any
27 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
28 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of

1 all further obligation under this Agreement.

2 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to
3 cooperate with ADMINISTRATOR in the orderly transfer of service
4 responsibilities, active case records, and pertinent documents.

5 42.3 The obligations of COUNTY under this Agreement are contingent upon
6 the availability of Federal and/or State funds, as applicable, for the
7 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
8 for the services hereunder in the budget approved by the Orange County Board
9 of Supervisors each fiscal year this Agreement remains in effect or operation.
10 In the event that such funding is terminated or reduced, ADMINISTRATOR may
11 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
12 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
13 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
14 notification of such determination. CONTRACTOR shall immediately comply with
15 ADMINISTRATOR's decision.

16 42.4 If any provision of this Agreement or the application thereof is
17 held invalid, the remainder of this Agreement shall not be affected thereby.

18 43. GOVERNING LAW AND VENUE

19 This Agreement has been negotiated and executed in the State of
20 California and shall be governed by and construed under the laws of the State
21 of California. In the event of any legal action to enforce or interpret this
22 Agreement, the sole and exclusive venue shall be a court of competent
23 jurisdiction located in Orange County, California, and the parties hereto
24 agree to and do hereby submit to the jurisdiction of such court,
25 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties
26 specifically agree to waive any and all rights to request that an action be
27 transferred for trial to another county.

28 ///

1 44. SIGNATURE IN COUNTERPARTS

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

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

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

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

7 Dated: _____

Dated: _____

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

By: _____
Lyn Brammer
Director of Community
Services
CHILDREN'S BUREAU OF
SOUTHERN CALIFORNIA

12 Dated: _____

Dated: _____

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

17 Dated: _____

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

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

By: _____
DEPUTY

Dated: _____

27 APPROVED AS TO FORM
28 By: *James H. Eggert* Per
Garden Grove City Attorney
Date: 4/18/2011

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 CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
12 AND
13 INTERVAL HOUSE
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 families with children, ages birth through eighteen (0-18)
20 years, who are at risk, or have a history of abuse and/or maltreatment, or
21 live in poverty, or receive child welfare services that reside in the City of
22 Garden Grove, California, and surrounding communities within Orange County.
23 The population to be served as defined in this paragraph shall hereinafter be
24 referred to as "PARTICIPANTS."

25 2. WORKLOAD STANDARDS

26 2.1 CONTRACTOR shall provide services/activities, as described in
27 Paragraph 3 below, to address one (1) or more of the seven (7) Promoting Safe
28 and Stable Families (PSSF) outcomes as specified in Subparagraph 2.2 below,

1 and addressing all four (4) of the PSSF service categories defined in
2 Subparagraphs 2.1.1 through 2.1.4, below. ADMINISTRATOR may, in its sole
3 discretion and upon written notice to CONTRACTOR, modify: the terms or
4 definitions, the particular type of services/activities to be provided, the
5 time-of-day and day-of-week services/activities are to be provided, the
6 location(s) where services/activities shall be provided, the date(s)
7 services/activities shall begin and end, the service goal(s), measurement
8 tools and outcome indicators, and the number of participants to be provided
9 services/activities as described in Paragraph 3, below, without changing
10 COUNTY'S maximum obligation as set forth in this Agreement. CONTRACTOR
11 understands that such modification(s) shall promote community participation.
12 Any modification of services/activities shall remain within the scope of
13 defined PSSF service categories and PSSF outcomes. CONTRACTOR shall not
14 institute any modification without prior, written approval of ADMINISTRATOR.
15 The PSSF service categories are as follows:

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

25 2.1.2 Family Support: Family Support (FS) services are
26 primarily community-based preventive activities designed to alleviate stress
27 and promote parental competencies and behaviors that will increase the ability
28 of families to successfully nurture their children; enable families to use

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

8 2.1.3 Time-Limited Family Reunification: Time-Limited Family
9 Reunification (TLFR) are services and activities provided to a child who is
10 removed from the child's home and placed in a foster family home or a child
11 care institution. These services are also for the parents or primary
12 caregiver for the child, in order to facilitate the reunification of the child
13 safely and appropriately, but only during the fifteen (15) month period that
14 begins on the date the child is considered to have entered the dependency
15 system. TLFR services include individual, group, and family counseling;
16 inpatient, residential, or outpatient substance abuse treatment services;
17 mental health services; assistance to address domestic violence; temporary
18 child care and therapeutic services for families, including crisis nurseries;
19 and transportation to and from any of the above services. TLFR services
20 should comprise approximately twenty (20) 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 below).

23 2.1.4 Adoption Promotion and Support: Adoption Promotion and
24 Support (APS) services are designed to encourage more adoptions out of the
25 foster care system, when adoptions promote the best interest of children,
26 including such activities as pre- and post-adoptive services designed to
27 expedite the adoption process and support adoptive families. APS services
28 should comprise approximately twenty (20) percent of the budget for total

1 services. FaCT-funded services must address a minimum of one (1) of the PSSF
2 outcomes for each contracted service (as specified in Subparagraph 2.2 below).

3 2.2 FaCT-funded services must meet a minimum of one (1) of the
4 following PSSF outcomes for each contracted service:

5 2.2.1 Children are, first and foremost, protected from abuse and
6 neglect.

7 2.2.2 Children are safely maintained in their own homes whenever
8 possible and appropriate.

9 2.2.3 Children have permanency and stability in their living
10 situations.

11 2.2.4 The continuity of family relationships and connections is
12 preserved for children.

13 2.2.5 Families have enhanced capacity to provide for their
14 children's needs.

15 2.2.6 Children receive appropriate services to meet educational
16 needs.

17 2.2.7 Children receive adequate services to meet physical and
18 mental health needs.

19 2.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
20 modify workload standards as set forth in this Paragraph without reducing the
21 level of service to be provided by CONTRACTOR.

22 3. SERVICES

23 3.1 Comprehensive Case Management Team (CMT):

24 3.1.1 Community Service Programs, Inc. (CSP) shall provide
25 Comprehensive CMT services for families and/or caregivers with children ages
26 birth to eighteen (0-18) years, who are at-risk, and/or low-income, intact
27 families and/or, foster families, and/or families in the process of
28 reunification, hereinafter referred to as "PARTICIPANTS" for purposes of

1 Subparagraph 3.1.

2 3.1.2 CSP, in coordination with collaborative partners, shall
3 jointly provide Comprehensive CMT services for a minimum of one hundred (100)
4 unduplicated PARTICIPANTS annually. Comprehensive CMT services include, but
5 are not limited to: identifying the educational, health, or social service
6 needs of a child, and child's family; developing a plan to address these
7 multiple needs; weekly reviews; team assessment; arranging and coordinating
8 appropriate services; monitoring effectiveness of services; and evaluating the
9 outcome of services, and assigned bilingual clinician/intern, in conjunction
10 with appropriate partners, will utilize clinical skills and knowledge of the
11 community in order to access resources that are best suited to client's needs.
12 Comprehensive CMT services shall include, but not be limited to, the following
13 components:

14 3.1.2.1 Assessment: The CSP Licensed Clinical Social
15 Worker and Comprehensive CMT shall complete a comprehensive assessment of
16 PARTICIPANTS' strengths and needs, treatment plan, follow-up, and community
17 resources available to PARTICIPANT. The CSP Licensed Clinical Social Worker
18 shall ensure the completion of a FaCT registration form, FaCT consent form,
19 and referral form.

20 3.1.2.2 Individualized Treatment Plan: On the basis of
21 the assessment, the CSP Licensed Clinical Social Worker and Comprehensive CMT
22 shall jointly develop an individualized treatment plan with the PARTICIPANT
23 that identifies priorities, desired outcomes, the strategies and resources to
24 be used in attaining the outcomes, follow up, and termination.

25 3.1.2.3 Reassessment: The CSP Licensed Clinical Social
26 Worker and Comprehensive CMT shall jointly reassess the PARTICIPANT's status,
27 with input from collaborative partners, in a weekly clinical review of cases.
28 Comprehensive CMT meetings shall provide weekly evaluations and assessment for

1 PARTICIPANTS.

2 3.1.2.4 Termination: The Comprehensive CMT shall
3 terminate the case when the desired outcomes have been attained, the
4 PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

5 3.1.3 CSP and FRC Partners shall jointly provide Comprehensive
6 CMT services Monday through Friday during FRC operating hours continuously
7 throughout the term of this Agreement. Comprehensive CMT meetings shall be
8 scheduled a minimum of one (1) day per week for a minimum of one (1) hour in
9 duration. CSP's Program Director shall facilitate Comprehensive CMT meetings.

10 3.1.4 CSP and FRC Partners shall jointly provide Comprehensive
11 CMT services at FRC location.

12 3.1.5 CSP and FRC Partners shall jointly measure progress by
13 ensuring PARTICIPANTS complete a FaCT registration form, a FaCT consent form
14 and the FaCT standardized assessment tool.

15 3.1.6 CSP and FRC Partners Comprehensive CMT services shall
16 address the following PSSF service categories: FP, FS, TLFR, and APS.

17 3.1.7 CSP shall provide Comprehensive CMT qualified licensed or
18 licensed eligible Counselor staff to facilitate Comprehensive CMT meetings as
19 specified in Subparagraphs 10.7 of this Exhibit.

20 3.2 Individual Counseling:

21 3.2.1 CSP shall provide Individual Counseling services for
22 parents, foster parents, caregivers, and/or their children ages birth to
23 eighteen (0-18) years, who are not Medi-Cal eligible and/or do not meet the
24 Medi-Cal eligibility requirements for medical necessity and who are at-risk
25 for abuse and/or neglect, and/or low-income, intact families, and/or families
26 in the process of reunification, who may be experiencing a crisis due to
27 interpersonal conflicts, family crisis, difficult parenting issues,
28 challenging child needs, and/or traumatic loss hereinafter referred to as

1 "PARTICIPANTS" for purposes of Subparagraph 3.2.

2 3.2.2 CSP shall provide Individual Counseling services for a
3 minimum of fifty (50) unduplicated PARTICIPANTS annually. Individual
4 Counseling services shall include, but not be limited to, assess PARTICIPANT's
5 needs, provide emotional support, stabilize immediate crisis and develop goals
6 for PARTICIPANTS, address independent living skills, self-control, parenting
7 issues, cycle of abuse, victimization, enhance family dynamics, modify
8 dysfunctional behaviors, incorporate appropriate family roles and develop time
9 limited goals for the family and child in placement that are targeted to
10 PARTICIPANTS' particular reunification plans, if applicable, and make
11 appropriate linkages to all needed treatment programs and social support
12 systems, assist parent/caregivers with proper parenting techniques, facilitate
13 therapeutic exploration, discussion of family issues impacting overall family
14 functioning, and establish reasonable and attainable goals. The Bilingual
15 Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the
16 FRC's Comprehensive CMT meetings. Services shall be provided in a culturally
17 sensitive manner in English and Spanish as needed by PARTICIPANT.

18 3.2.3 CSP shall provide Individual Counseling services
19 continuously throughout the term of this Agreement by appointment Monday
20 through Friday during FRC operating hours. CSP may also schedule evening
21 hours at the request of PARTICIPANTS. Counseling sessions shall be a minimum
22 of fifty (50) minutes in duration, or as clinically indicated by the
23 clinician, and offered to PARTICIPANTS on a weekly basis. CSP shall provide a
24 minimum of four (4) weeks of counseling sessions and a maximum of twenty (20)
25 sessions for each PARTICIPANT. FRC shall provide a phone messaging system to
26 record messages and post a sign with an emergency contact name and telephone
27 number for PARTICIPANTS who may call or visit the FRC after hours.

28 3.2.4 CSP shall provide Individual Counseling services in a

1 private office space at one of the FRC locations, or other community
2 locations, with advance written approval by ADMINISTRATOR, provided location
3 can accommodate the confidentiality of the service.

4 3.2.5 CSP shall measure progress by ensuring PARTICIPANTS
5 complete a FaCT registration form, FaCT consent form, and FaCT approved
6 assessment tools.

7 3.2.6 CSP Individual Counseling services shall address the
8 following PSSF service categories: FP, FS, TLFR, and APS.

9 3.2.7 CSP shall provide qualified licensed/licensed eligible
10 Bilingual Counselor staff as specified in Subparagraph 10.7 of this Exhibit.

11 3.3 Family Counseling:

12 3.3.1 CSP shall provide Family Counseling services for parents,
13 foster parents, caregivers, and/or their children ages birth to eighteen (0-
14 18) years, who are not Medi-Cal eligible and/or do not meet the Medi-Cal
15 eligibility requirements for medical necessity and who are at-risk for abuse
16 and/or neglect, and/or low-income, intact families, and/or families in the
17 process of reunification, who may be experiencing a crisis due to
18 interpersonal conflicts, family crisis, difficult parenting issues,
19 challenging child needs, and/or traumatic loss hereinafter referred to as
20 "PARTICIPANTS" for purposes of Subparagraph 3.3.

21 3.3.2 CSP shall provide Family Counseling services for a minimum
22 of twenty five (25) unduplicated PARTICIPANTS annually. Family Counseling
23 services shall include, but not be limited to, assess PARTICIPANT's needs,
24 provide emotional support, stabilize immediate crisis and develop goals for
25 PARTICIPANTS, address independent living skills, self-control, parenting
26 issues, cycle of abuse, victimization, enhance family dynamics, modify
27 dysfunctional behaviors, incorporate appropriate family roles, and develop
28 time limited goals for the family and child in placement that are targeted to

1 PARTICIPANTS' particular reunification plans, if applicable and make
2 appropriate linkages to all needed treatment programs and social support
3 systems, assist parent/caregivers with proper parenting techniques, facilitate
4 therapeutic exploration, discussion of family functioning, and establish
5 reasonable and attainable goals. The Bilingual Counselor and/or designee, as
6 approved by ADMINISTRATOR, shall attend the FRC's Comprehensive CMT meetings.
7 Services shall be provided in a culturally sensitive manner in English and
8 Spanish as needed by PARTICIPANT.

9 3.3.3 CSP shall provide Family Counseling services continuously
10 throughout the term of this Agreement by appointment Monday through Friday
11 during FRC operating hours. CSP may also schedule evening hours at the
12 request of PARTICIPANTS. Counseling sessions shall be a minimum of fifty (50)
13 minutes in duration, or as clinically indicated by the clinician, and offered
14 to PARTICIPANTS on a weekly basis. CSP shall provide a minimum of four (4)
15 weeks of counseling sessions and a maximum of fifteen (15) sessions for each
16 PARTICIPANT. FRC shall provide a phone messaging system to record messages
17 and post a sign with an emergency contact name and telephone number for
18 PARTICIPANTS who may call or visit the FRC after hours.

19 3.3.4 CSP shall provide Family Counseling services in a private
20 office space at one of the FRC locations, or other community locations, with
21 advance written approval by ADMINISTRATOR, provided location can accommodate
22 the confidentiality of the service.

23 3.3.5 CSP shall measure progress by ensuring PARTICIPANTS
24 complete a FaCT registration form, FaCT consent form, and FaCT approved
25 assessment tools.

26 3.3.6 CSP Family Counseling services shall address the following
27 PSSF service categories: FP, FS, TLFR, and APS.

28 3.3.7 CSP shall provide qualified licensed/licensed eligible

1 Bilingual Counselor staff as specified in Subparagraph 10.7 of this Exhibit.

2 3.4 Group Counseling:

3 3.4.1 CSP shall provide Group Counseling services for
4 individuals with children ages birth to eighteen (0-18) years, who are not
5 Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements for
6 medical necessity and who are at-risk for abuse and/or neglect, and/or low-
7 income, intact families, and/or families in the process of reunification, who
8 may be experiencing a crisis due to interpersonal conflicts, family crisis,
9 difficult parenting issues, challenging child needs, and/or traumatic loss
10 hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 3.4.

11 3.4.2 CSP shall provide Group Counseling services for a minimum
12 of thirty five (35) unduplicated PARTICIPANTS annually. Group Counseling
13 services shall include, but not be limited to, assessing PARTICIPANT's needs,
14 provide emotional support, stabilize immediate crisis and develop goals for
15 PARTICIPANTS, address independent living skills, self-control, parenting
16 issues, cycle of abuse, victimization, enhance family dynamics, modify
17 dysfunctional behaviors, incorporate appropriate family roles and develop time
18 limited goals for the family and child in placement that are targeted to
19 PARTICIPANTS' particular reunification plans, if applicable, and make
20 appropriate linkages to all needed treatment programs and social support
21 systems, assist parent/caregivers with proper parenting techniques, facilitate
22 therapeutic exploration, discussion of family issues impacting overall family
23 functioning, and establish reasonable and attainable goals. The Bilingual
24 Counselor and/or designee, as approved by ADMINISTRATOR, shall attend the
25 FRC's Comprehensive CMT meetings. Services shall be provided in a culturally
26 sensitive manner in English and Spanish as needed by PARTICIPANTS.

27 3.4.3 CSP shall provide Group Counseling services continuously
28 throughout the term of this Agreement Monday through Friday during FRC

1 operating hours. CSP may also schedule evening hours at the request of
2 PARTICIPANTS. CSP shall provide a minimum of three (3) Group Counseling
3 series at a minimum of ninety (90) minutes each session with a six (6) week
4 session minimum per series, based upon clinical need. Each session shall
5 include a minimum of four (4) PARTICIPANTS per group. FRC shall provide a
6 phone messaging system to record messages and post a sign with an emergency
7 contact name and telephone number for PARTICIPANTS who may call or visit the
8 FRC after hours.

9 3.4.4 CSP shall provide Group Counseling services in a private
10 office space at one of the FRC locations, or other community locations, with
11 advance written approval by ADMINISTRATOR, provided location can accommodate
12 the confidentiality of the service.

13 3.4.5 CSP shall measure progress by ensuring PARTICIPANTS
14 complete a FaCT registration form, FaCT consent form, and FaCT approved
15 assessment tools.

16 3.4.6 CSP Group Counseling services shall address the following
17 PSSF service categories: FP, FS, TLFR, and APS.

18 3.4.7 CSP shall provide qualified licensed/licensed eligible
19 Bilingual Counselor staff as specified in Subparagraph 10.7 of this Exhibit.

20 3.5 Family Advocacy/Case Management Support Services:

21 3.5.1 City of Garden Grove (City) shall provide Family
22 Advocacy/Case Management Support (FACMS) services for at-risk, low-income
23 intact, kinship, relative caregivers, and/or foster and/or pre- and post-
24 adoptive families with children ages birth through eighteen (0-18) years, who
25 are at-risk for abuse and/or neglect, low-income, homeless, unemployed, and
26 those receiving child welfare services including families in the process of
27 reunification or in the process of COUNTY adoption process hereinafter
28 referred to as "PARTICIPANTS" for purposes of Subparagraph 3.5.

1 3.5.2 City shall provide FACMS services for a minimum of one
2 hundred (100) unduplicated PARTICIPANTS annually. FACMS services shall
3 include, but not be limited to, the following: conduct in-office or in-home
4 assessment of family strengths and needs; arrange, coordinate, monitor,
5 evaluate, and advocate for multiple services for families; link PARTICIPANTS
6 to resources, services, and opportunities; teach and empower PARTICIPANTS to
7 access community resources, and strengthen problem solving skills; development
8 and implementation of a service plan; building on and supporting family
9 strengths while identifying and linking families to resources and services;
10 coordination of services among service providers and ADMINISTRATOR's Social
11 Workers; monitor to assure PARTICIPANTS' needs are being met and goals are
12 being achieved; reassessment of needs as appropriate; and termination
13 processes. With PARTICIPANT permission, the City's Family Advocate shall
14 refer PARTICIPANT to CONTRACTOR's Comprehensive CMT meetings to assist with
15 mobilizing services in support of families receiving FACMS services. Services
16 shall be provided in a family friendly, culturally sensitive and affirming
17 manner in English and Spanish as needed by PARTICIPANT.

18 3.5.3 City shall provide FACMS services continuously throughout
19 the term of this Agreement Monday through Friday during FRC operating hours.
20 City shall provide short-term FACMS services for a minimum of thirty (30) days
21 or long-term FACMS services for a minimum of sixty (60) days for each
22 PARTICIPANT.

23 3.5.4 City shall primarily provide FACMS services in family's
24 home, at the FRC, the Buena Clinton Neighborhood Center and other
25 collaborative partner locations, as needed with advance written approval by
26 ADMINISTRATOR.

27 3.5.5 City shall measure progress by ensuring PARTICIPANTS
28 complete a FaCT registration form, FaCT consent form, and FaCT approved

1 assessment tools.

2 3.5.6 City FACMS services shall address the following PSSF
3 service categories: FP, FS, TLFR, and APS.

4 3.5.7 City shall provide qualified Family Advocate/Individual
5 Case Manager staff as specified in Subparagraph 10.2 of this Exhibit.

6 3.6 Parenting Education:

7 3.6.1 CSP shall provide Parenting Education services for
8 families who are at-risk, low-income parents and/or caregivers with children
9 ages birth to eighteen (0-18) years who are at-risk for child abuse and
10 neglect; dealing with poverty issues, child abuse, domestic violence,
11 unemployment, teen pregnancy, adoption and/or family reunification hereinafter
12 referred to as "PARTICIPANTS" for purposes of Subparagraph 3.6.

13 3.6.2 CSP shall provide Parenting Education services for a
14 minimum of thirty (30) unduplicated PARTICIPANTS annually. Parenting
15 education services shall improve parenting skills and family functioning by
16 teaching parents/caregivers about child development (e.g., developmental
17 expectations), behavior management (e.g., discipline techniques), and coping
18 skills (e.g., communication and stress management). Parent Education TLFR
19 topics shall include, but not be limited to the following: parenting
20 education, with psychologically based behavior principles, including
21 consequences, emotional reactivity, pro-activity in planning child's growth
22 process, modeling appropriate behaviors, limit setting and boundaries,
23 attachment, bonding, traumatic loss, child development expectation and
24 milestones, behavioral management, effective praise, safety and prevention,
25 coping skills development, self control, alcohol and substance abuse
26 awareness, self-esteem, parent roles, communication with adolescents, health,
27 nutrition, and responsible behavior; monitor attendance and participation;
28 written report to County social workers; completion of pre/post test, FaCT

1 Assessment and Treatment Plan (A&TP), a County issued standard form; and
2 required termination reports with the number of sessions PARTICIPANT attended.
3 Parenting Education TLFR services shall be provided in a family friendly,
4 culturally sensitive and affirming manner in English and Spanish as needed by
5 PARTICIPANT.

6 3.6.3 CSP shall provide a minimum of two (2) annual Parenting
7 Education series comprised of six (6) weekly classes. Each class session
8 shall be a minimum of two (2) hours in duration. City shall provide Parenting
9 Education continuously throughout the term of this Agreement from 8:00 a.m. to
10 6:00 p.m., Monday through Friday, at dates and times convenient for
11 PARTICIPANTS throughout the term of this Agreement. City shall offer
12 Parenting Education services at additional times based on PARTICIPANT
13 availability.

14 3.6.4 CSP shall provide Parenting Education services at the FRC,
15 the Buena Clinton Neighborhood Center and other collaborative partner
16 locations, to be approved in advance and in writing by ADMINISTRATOR.

17 3.6.5 CSP shall measure progress by ensuring PARTICIPANTS
18 complete a FaCT registration form and FaCT approved assessment tools.

19 3.6.6 CSP shall provide Parenting Education services to address
20 the following PSSF service categories: FP and FS.

21 3.6.7 CSP provide qualified Parenting Educator staff as
22 specified in Subparagraph 10.12 of this Exhibit.

23 3.7 Parenting Education TLFR:

24 3.7.1 City, through a subcontract, shall provide Parenting
25 Education TLFR services for low-income parents and/or caregivers with children
26 ages birth to eighteen (0-18) years in the family reunification process
27 hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 3.7.

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1 3.7.2 City, through a subcontract, shall provide Parenting
2 Education TLFR services for a minimum of six (6) unduplicated PARTICIPANTS
3 annually. Parenting Education TLFR services shall emphasize prevention of
4 recurrence of maltreatment. Parent Education TLFR topics shall include, but
5 not be limited to address parent responsibilities; provide psychologically
6 based behavioral principles; stress importance of appropriate discipline and
7 support; self control; emotional regulation; attachment and bonding from birth
8 through childhood; difficulties inherent throughout childhood; open and honest
9 communication; praise and acknowledgement; disruptive cycles of inappropriate
10 parenting; healthy and supportive parenting; monitor attendance and
11 participation; written report to County social workers; completion of pre/post
12 test; FaCT Assessment and Treatment Plan (A&TP), a County issued standard
13 form; and required termination reports with the number of sessions PARTICIPANT
14 attended. Parenting TLFR services shall be provided in a family friendly,
15 culturally sensitive and affirming manner in English and Spanish as needed by
16 PARTICIPANT.

17 3.7.3 City, through a subcontract, shall provide a minimum of
18 two (2) annual Parenting Education TLFR series comprised of six (6) weekly
19 classes. Each class session shall be a minimum of two (2) hours in duration.
20 City shall provide Parenting Education TLFR services continuously throughout
21 the term of this Agreement from 8:30 a.m. to 5:00 p.m., Monday through Friday,
22 at dates and times convenient for PARTICIPANTS. City shall offer Parenting
23 Education TLFR services at additional times based on PARTICIPANT availability.

24 3.7.4 City, through a subcontract, shall provide Parenting
25 Education TLFR services at the FRC, the Buena Clinton Neighborhood Center or
26 other collaborative partner locations, to be approved in advance and in
27 writing by ADMINISTRATOR.

28 3.7.5 City, through a subcontract, shall measure progress by

1 ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved
2 assessment tools.

3 3.7.6 City's, through a subcontract, Parenting Education TLFR
4 services shall address the following PSSF service categories: TLFR.

5 3.7.7 City, through a subcontract, shall provide qualified
6 Parent Educator staff as specified in Subparagraph 10.13 of this Exhibit.

7 3.8 Parenting Education Workshop:

8 3.8.1 City, through a subcontract, shall provide Parenting
9 Education Workshop services for families who are at-risk, low-income parents
10 and/or caregivers with children ages birth to eighteen (0-18) years who are
11 at-risk for child abuse and neglect; dealing with poverty issues, child abuse,
12 domestic violence, unemployment, teen pregnancy, adoption and/or family
13 reunification hereinafter referred to as "PARTICIPANTS" for purposes of
14 Subparagraph 3.8.

15 3.8.2 City, through a subcontract, shall provide Parenting
16 Education Workshop services for a minimum of twelve (12) unduplicated
17 PARTICIPANTS annually. Parenting Education Workshop services shall address
18 attachment, bonding, and traumatic loss issues. Parenting Education Workshop
19 services topics shall include, but not be limited to the following: "Active
20 Parent," "Straight Talk," "Love and Logic" and "Common Sense" curriculum
21 psychologically based behavior principles, including attachment, bonding and
22 traumatic loss issues, consequences, emotional reactivity, pro-activity in
23 planning child's growth process, modeling appropriate behaviors, limit setting
24 and boundaries, attachment and bonding, child development expectation and
25 milestones, behavioral management, effective praise, safety and prevention,
26 coping skills development, self control, alcohol and substance abuse
27 awareness, self-esteem, parent roles, communication with adolescents, health,
28 nutrition, and responsible behavior. Parenting Education Workshop services

1 shall be provided in a family friendly, culturally sensitive and affirming
2 manner in English and Spanish as needed by PARTICIPANT.

3 3.8.3 City, through a subcontract, shall provide a minimum of
4 one (1) annual Parenting Education Workshop and shall be a minimum of six (6)
5 hours in duration. City shall provide Parenting Education Workshop services
6 continuously throughout the term of this Agreement from 8:00 a.m. to 6:00
7 p.m., Monday through Friday, at dates and times convenient for PARTICIPANTS.
8 City shall offer Parenting Education Workshop services at additional times
9 based on PARTICIPANT availability.

10 3.8.4 City, through a subcontract, shall provide Parenting
11 Education Workshop services at the FRC, the Buena Clinton Neighborhood Center
12 and other collaborative partner locations, to be approved in advance and in
13 writing by ADMINISTRATOR.

14 3.8.5 City, through a subcontract, shall measure progress by
15 ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved
16 assessment tools.

17 3.8.6 City's, through a subcontract, Parenting Education
18 Workshop services shall address the following PSSF service categories: FP,
19 FS.

20 3.8.7 City, through a subcontract, shall provide qualified
21 Parenting Educator staff as specified in Subparagraph 10.13 of this Exhibit.

22 3.9 Father's Parenting Series:

23 3.9.1 City, through a subcontract, shall provide Father's
24 Parenting Series for biological and foster/adoptive fathers with children ages
25 birth to eighteen (0-18) years who are at-risk for child abuse and neglect;
26 dealing with poverty issues; child abuse, domestic violence, unemployment,
27 teen pregnancy, adoption and/or family reunification hereinafter referred to
28 as "PARTICIPANTS" for purposes of Subparagraph 3.9.

1 3.9.2 City, through a subcontract, shall provide Father's
2 Parenting Series services for a minimum of fifteen (15) unduplicated
3 PARTICIPANTS annually. Father's Parenting Series services shall emphasize
4 prevention of recurrence of maltreatment. Father's Parent Education topics
5 shall include, but not be limited to the following different styles of
6 parenting, effective discipline techniques, role models, how to maintain a
7 happy and healthy family, family values, and marriage and family enrichment,
8 stress management, coping skills, keeping kids safe, and advocating for your
9 child(ren). Father's Parenting Series shall be provided in a family friendly,
10 culturally sensitive and affirming manner in English and Spanish as needed by
11 PARTICIPANT.

12 3.9.3 City, through a subcontract, shall provide a minimum of
13 one (1) annual Father's Parenting Series comprised of six (6) weekly classes.
14 Each class session shall be a minimum of two (2) hours in duration. City
15 shall provide Father's Parenting Series continuously throughout the term of
16 this Agreement from 8:00 a.m. to 6:00 p.m., Monday through Friday, at dates
17 and times convenient for PARTICIPANTS. City shall offer Father's Parenting
18 Series services at additional times based on PARTICIPANT availability.

19 3.9.4 City, through a subcontract, shall provide Father's
20 Parenting Series services at the FRC, the Buena Clinton Neighborhood Center
21 and other collaborative partner locations, to be approved in advance and in
22 writing by ADMINISTRATOR.

23 3.9.5 City, through a subcontract, shall measure progress by
24 ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved
25 assessment tools.

26 3.9.6 City's, through a subcontract, Father's Parenting Series
27 services shall address the following PSSF service categories: FP, FS, APS,
28 TLFR.

1 3.9.7 City, through a subcontract, shall provide qualified
2 Parenting Educator staff as specified in Subparagraph 10.13 of this Exhibit.

3 3.10 Adoption Education Workshop:

4 3.10.1 City, through a subcontract, shall provide Adoption
5 Education Workshop services for adoptive families and/or caregivers with
6 children ages birth to eighteen (0-18) years in the adoption process
7 hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 3.10.

8 3.10.2 City, through a subcontract, shall provide Adoption
9 Education Workshop services for a minimum of ten (10) unduplicated
10 PARTICIPANTS annually. Adoption Education Workshop services shall address
11 attachment, bonding, and traumatic loss issues. Adoption Education Workshop
12 services topics shall including consequences, emotional reactivity, pro-
13 activity in planning child's growth process, modeling appropriate behaviors,
14 limit setting and boundaries, attachment and bonding, child development
15 expectation and milestones, behavioral management, effective praise, safety
16 and prevention, coping skills development, self control, alcohol and substance
17 abuse awareness, self-esteem, parent roles, communication with adolescents,
18 health, nutrition, and responsible behavior. Adoption Education Workshop
19 services shall be provided in a family friendly, culturally sensitive and
20 affirming manner in English and Spanish as needed by PARTICIPANT.

21 3.10.3 City, through a subcontract, shall provide a minimum of
22 one (1) annual Adoption Education Workshop and shall be a minimum of six (6)
23 hours in duration. City shall provide Parenting Education Workshop services
24 continuously throughout the term of this Agreement from 8:30 a.m. to 5:00
25 p.m., Monday through Friday, at dates and times convenient for PARTICIPANTS.
26 City shall offer Adoption Education Workshop services at additional times
27 based on PARTICIPANT availability.

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1 3.10.4 City, through a subcontract, shall provide Adoption
2 Education Workshop services at the FRC and/or at other community locations, to
3 be approved in advance and in writing by ADMINISTRATOR.

4 3.10.5 City, through a subcontract, shall measure progress by
5 ensuring PARTICIPANTS complete a FaCT registration form and FaCT approved
6 assessment tools.

7 3.10.6 City, through a subcontract, for Adoption Education
8 Workshop services shall address the following PSSF service categories: APS.

9 3.10.7 City, through a subcontract, shall provide qualified
10 Parenting Educator staff as specified in Subparagraph 10.13 of this Exhibit.

11 3.11 Personal Empowerment Program (PEP):

12 3.11.1 Interval House (IH) shall provide PEP services for
13 individuals who are at-risk, low-income parents and/or caregivers with
14 children ages birth through eighteen (0-18) years who are at-risk for child
15 abuse and neglect; dealing with poverty issues; child abuse, domestic
16 violence; and those in the County adoption and/or family reunification process
17 hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 3.11.

18 3.11.2 IH shall provide PEP services for a minimum of twenty
19 eight (28) unduplicated PARTICIPANTS annually. PEP series is comprised of a
20 ten (10) week educational support program to help battered victims break the
21 cycle of domestic violence through the following: education on the dynamics of
22 domestic violence; effects of violence on victims and their children; and to
23 help battered victims protect children who live in domestic violence homes.
24 Topics shall include, but not be limited to, safety planning, boundaries,
25 anger management, legal aspects of domestic violence, working through denial,
26 and maintaining healthy relationships.

27 3.11.3 IH shall provide a minimum of four (4) annual PEP groups
28 continuously throughout the term of this Agreement. Each group shall be a

1 minimum of two (2) hours in duration. IH shall provide PEP services from 8:00
2 a.m. to 6:00 p.m., Monday through Friday, at dates and times convenient for
3 PARTICIPANTS. IH shall offer PEP services at additional times based on
4 PARTICIPANT availability.

5 3.11.4 IH shall provide PEP services at the FRC and/or at other
6 community locations, to be approved in advance and in writing by
7 ADMINISTRATOR.

8 3.11.5 IH shall measure progress by ensuring PARTICIPANTS
9 complete FaCT approved assessment tools.

10 3.11.6 IH PEP services shall address the following PSSF service
11 categories: FP, FS, and APS.

12 3.11.7 IH shall provide qualified PEP Instructor staff as
13 specified in Subparagraph 10.6 of this Exhibit.

14 3.12 PEP TLFR:

15 3.12.1 IH shall provide PEP services for individuals who are at-
16 risk, low-income parents and/or caregivers with children ages birth through
17 eighteen (0-18) years who are at-risk for child abuse and neglect; dealing
18 with poverty issues; child abuse, domestic violence; and those in the County
19 adoption and/or family reunification process hereinafter referred to as
20 "PARTICIPANTS" for purposes of Subparagraph 3.12.

21 3.12.2 IH shall provide PEP TLFR services for a minimum of nine
22 (9) unduplicated PARTICIPANTS annually. PEP series is comprised of a ten (10)
23 week educational support program to help battered victims break the cycle of
24 domestic violence through the following: education on the dynamics of domestic
25 violence; effects of violence on victims and their children; and to help
26 battered victims protect children who live in domestic violence homes. Topics
27 shall include, but not be limited to, safety planning, boundaries, anger
28 management, legal aspects of domestic violence, work through denial, and

1 maintain healthy relationships. Additionally PEP TLFR shall require monitor
2 client attendance and participation; and provide verbal and/or written report
3 to County social workers. Services shall be provided in a family friendly,
4 culturally sensitive and affirming manner in English and Spanish as needed by
5 PARTICIPANT.

6 3.12.3 IH shall provide PEP TLFR groups continuously throughout
7 the term of this Agreement. Each group shall be a minimum of two (2) hours in
8 duration. HO shall provide PEP TLFR services from 8:30 a.m. to 5:00 p.m.,
9 Monday through Friday, at dates and times convenient for PARTICIPANTS. PEP
10 TLFR services shall be offered at additional times based on PARTICIPANT
11 availability.

12 3.12.4 IH shall provide PEP TLFR services at the FRC and/or at
13 other community locations, to be approved in advance and in writing by
14 ADMINISTRATOR.

15 3.12.5 IH shall measure progress by ensuring PARTICIPANTS
16 complete FaCT measurement tools.

17 3.12.6 IH PEP TLFR services shall address the following PSSF
18 service categories: TLFR.

19 3.12.7 IH shall provide qualified PEP Instructor staff as
20 specified in Subparagraph 10.6 of this Exhibit.

21 3.13 Community Resource Services:

22 3.13.1 City shall provide Community Resource Services (CRS)
23 services for at-risk, low-income parents and/or caregivers and their children
24 ages birth to eighteen (0-18) years hereinafter referred to as "PARTICIPANTS"
25 for purposes of Subparagraph 3.13.

26 3.13.2 City shall provide CRS services for a minimum of nine
27 hundred sixty (960) unduplicated PARTICIPANTS annually. CRS services shall
28 include an assessment of need and referral to emergency housing, emergency

1 food, family counseling, child care, substance abuse counseling and treatment,
2 parenting training, utility assistance, health and mental health treatment,
3 education and job training, legal aid, youth academic and recreation services,
4 and many other services based on client needs. The FRC shall be required to
5 partner with other County and local community resource services providers.
6 Services shall be provided in a family friendly culturally sensitive and
7 affirming manner in English and Spanish as needed by PARTICIPANTS.

8 3.13.3 City shall provide CRS services Monday through Friday from
9 8:00 a.m. to 6:00 p.m., continuously throughout the term of this Agreement.
10 FRC shall provide a phone messaging system to record messages during all other
11 times.

12 3.13.4 City shall provide CRS services at FRC locations.

13 3.13.5 City shall measure progress by completing FaCT measurement
14 tools.

15 3.13.6 City CRS services shall address the following PSSF service
16 categories: FP, FS, TLFR, and APS.

17 3.13.7 City shall provide qualified CRS Specialist staff as
18 specified in Subparagraph 10.4 of this Exhibit.

19 3.14 Community Wide Outreach Events:

20 3.14.1 City shall provide Community Wide Outreach Events for
21 biological parents and Pre-Adoptive Parents of children ages birth through
22 eighteen (0-18) years hereafter referred to as "PARTICIPANTS" for purposes of
23 Subparagraph 3.14.

24 3.14.2 City shall provide Community Wide Outreach events for a
25 minimum of three hundred (300) unduplicated PARTICIPANTS. Community Wide
26 Outreach services shall include but not be limited to an Annual FRC
27 Celebration, health resource fair(s), seasonal special events, and other
28 related activities.

1 3.14.3 City shall provide a minimum of one (1) Community Wide
2 Outreach event annually during the term of this Agreement. The event shall be
3 a minimum of two (2) hours in duration.

4 3.14.4 City shall provide Community Wide Outreach services at the
5 FRC, the Buena Clinton Neighborhood Center and other collaborative partner
6 locations.

7 3.14.5 City shall track the number of PARTICIPANTS by ensuring
8 that PARTICIPANTS complete a FaCT Group Tracking Log.

9 3.14.6 City's Community Wide Outreach services shall address the
10 following PSSF service categories: FS, FP, TLFR, and APS.

11 3.14.7 City shall provide a qualified FRC Coordinator and
12 Community Resource Specialist staff as specified in Subparagraph 10.1 and 10.4
13 of this Exhibit.

14 3.15 Adoptive Family Activities:

15 3.15.1 City shall provide Adoptive Family Activities for adoptive
16 parents and relative caregivers with children ages birth through eighteen (0-
17 18) years, hereinafter referred to as "PARTICIPANTS" for purposes of
18 Subparagraph 3.15 of this Exhibit.

19 3.15.2 City shall provide Adoptive Family Activities for a
20 minimum of ten (10) unduplicated PARTICIPANTS. Adoptive Family activities
21 shall include, but not be limited to, the following: supervised and organized
22 activities and events for children of relative caregivers and adoptive
23 parents, thereby providing support and relief for said families. Services
24 shall be provided in a family friendly, culturally sensitive, and affirming
25 manner in English and Spanish as needed by PARTICIPANT.

26 3.15.3 City shall provide a minimum of one (1) Adoptive Family
27 Activities event annually. Adoptive Family Activities events shall be
28 scheduled Monday through Saturday. The family events shall be a minimum of two

1 (2) hours in duration.

2 3.15.4 City shall provide Adoptive Family Activities at the FRC
3 and/or at other community locations, to be approved in advance and in writing
4 by ADMINISTRATOR.

5 3.15.5 City shall measure progress by ensuring that PARTICIPANTS
6 complete a FaCT registration form.

7 3.15.6 City's Adoptive Family Activities shall address the
8 following PSSF service category: APS.

9 3.15.7 City shall provide qualified Child Care Worker and MSW
10 Intern staff as specified in Subparagraphs 10.3 and 10.5 of this Exhibit.

11 3.16 Adoptive Parent and Relative Caregiver Respite Care:

12 3.16.1 City shall provide Adoptive Parent and Relative Caregiver
13 Respite Care for adoptive children in grades one (1) through six (6), ages six
14 through twelve (6-12) years, hereinafter referred to as "PARTICIPANTS" for
15 purposes of Subparagraph 3.16 of this Exhibit.

16 3.16.2 City shall provide Adoptive Parents and Relative Caregiver
17 Respite Care for a minimum of fifteen (15) unduplicated PARTICIPANTS.
18 Adoptive Parent and Relative Caregiver Respite Care services shall include,
19 but not be limited to, the following: supervised and organized activities and
20 events for children of relative caregivers and adoptive parents, thereby
21 providing support and relief for said families. Adoptive Parent and Relative
22 Caregiver Respite Care services shall be provided in a family friendly,
23 culturally sensitive and affirming manner in English and Spanish as needed by
24 PARTICIPANTS.

25 3.16.3 City shall provide a minimum of one (1) Adoptive Parents
26 and Relative Caregiver Respite Care event annually. Adoptive Parent and
27 Relative Caregiver Respite Care events shall be scheduled Monday through
28 Saturday. The family events shall be a minimum of two (2) hours in duration.

1 3.16.4 City shall provide Adoptive Parent and Relative Caregiver
2 Respite Care at the FRC and/or at other community locations, to be approved in
3 advance and in writing by ADMINISTRATOR.

4 3.16.5 City shall measure progress by ensuring that PARTICIPANTS
5 complete a FaCT registration form.

6 3.16.6 City Adoptive Parent and Relative Caregiver activities
7 address the following PSSF service category: APS.

8 3.16.7 City shall provide qualified Child Care Worker and MSW
9 Intern staff as specified in Subparagraphs 10.3 and 10.5 of this Exhibit.

10 3.17 Differential Response Family Advocacy:

11 3.17.1 Children's Bureau (CB) shall provide Differential Response
12 Family Advocacy (DR FA) services for at-risk, families with children ages
13 birth through eighteen (0-18) years, who have been identified by ADMINISTRATOR
14 and referred to CONTRACTOR as potential risks for child abuse and/or neglect
15 hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 3.17.

16 3.17.2 CB shall provide DR FA services for a minimum of seventy-
17 five (75) unduplicated PARTICIPANTS annually. DR FA services shall focus on a
18 family centered approach to maintain children safely in the home; reduce entry
19 into the child welfare system; serve as a support to families while in crisis;
20 and provide assistance to PARTICIPANTS in accessing community resources.
21 Services shall be provided in a family friendly, culturally sensitive and
22 affirming manner in English and Spanish as needed by PARTICIPANT.

23 3.17.3 CB shall provide a minimum of one (1) in-home DR FA visit
24 and one (1) phone call per family. DR FA services shall be provided
25 continuously throughout the term of this Agreement Monday through Friday
26 during FRC operating hours. CB shall provide DRFA services for a minimum of
27 thirty (30) days for each PARTICIPANT.

28 3.17.4 CB shall primarily provide DR FA services in family's

1 home, at the FRC, or at other community locations as needed with advance
2 written approval by ADMINISTRATOR.

3 3.17.5 CB shall measure progress by ensuring PARTICIPANTS
4 complete a FaCT registration form, FaCT consent form, and FaCT approved
5 assessment tools.

6 3.17.6 CB's DR FA services shall address the following PSSF
7 service categories: FP.

8 3.17.7 CB shall provide qualified DR Family Advocate staff as
9 specified in Subparagraph 10.9 of this Exhibit.

10 3.18 Differential Response In-Home Family Support:

11 3.18.1 CB shall provide DR In-Home Family Support (DR IHFS)
12 services for at-risk, families with children ages birth through eighteen (0-
13 18) years, who have been identified by ADMINISTRATOR and referred to
14 CONTRACTOR as potential risks for child abuse and/or neglect hereinafter
15 referred to as "PARTICIPANTS" for purposes of Subparagraph 3.18.

16 3.18.2 CB shall provide DRIHFS services for a minimum of sixty
17 (60) unduplicated PARTICIPANTS annually. DR IHFS services shall address
18 positive parenting skills, discipline, child development, child health and
19 safety, assess family needs; stabilize immediate crisis; increase coping
20 skills and family cohesiveness; reduce exposure to violence; and improve
21 communication skills. Services shall be provided in a family friendly,
22 culturally sensitive and affirming manner in English and Spanish as needed by
23 PARTICIPANT.

24 3.18.3 CB shall provide a minimum of four (4) weeks and maximum
25 of six (6) weeks of DR IHFS per family. DR IHFS services shall be provided
26 continuously throughout the term of this Agreement Monday through Friday
27 during FRC operating hours.

28 3.18.4 CB shall primarily provide DR IHFS services in family's

1 home, at the FRC, or at other community locations as needed with advance
2 written approval by ADMINISTRATOR.

3 3.18.5 CB shall measure progress by ensuring PARTICIPANTS
4 complete a FaCT registration form, FaCT consent form, and FaCT approved
5 assessment tools.

6 3.18.6 CB's DR IHFS services shall address the following PSSF
7 service categories: FP.

8 3.18.7 CB shall provide qualified DR In-Home Family Support
9 Specialist staff as specified in Subparagraph 10.10 of this Exhibit.

10 3.19 Individual Counseling:

11 3.19.1 City shall provide Individual Counseling services for
12 parents, foster parents, caregivers, and/or their children ages birth to
13 eighteen (0-18) years, who are not Medi-Cal eligible and/or do not meet the
14 Medi-Cal eligibility requirements for medical necessity and who are at-risk
15 for abuse and/or neglect, and/or low-income, intact families, and/or families
16 in the process of reunification, who may be experiencing a crisis due to
17 interpersonal conflicts, family crisis, difficult parenting issues,
18 challenging child needs, and/or traumatic loss hereinafter referred to as
19 "PARTICIPANTS" for purposes of Subparagraph 3.19.

20 3.19.2 City shall provide Individual Counseling services for a
21 minimum of ten (10) unduplicated PARTICIPANTS annually. Individual Counseling
22 services shall include, but not be limited to, assess PARTICIPANT's needs,
23 provide emotional support, stabilize immediate crisis and develop goals for
24 PARTICIPANTS, address independent living skills, self-control, parenting
25 issues, cycle of abuse, victimization, enhance family dynamics, modify
26 dysfunctional behaviors, incorporate appropriate family roles and develop time
27 limited goals for the family and child in placement that are targeted to
28 PARTICIPANTS' particular reunification plans, if applicable and make

1 appropriate linkages to all needed treatment programs and social support
2 systems. The Bilingual Counselor and/or designee, as approved by
3 ADMINISTRATOR, shall attend the FRC's Comprehensive CMT meetings. Services
4 shall be provided in a culturally sensitive manner in English and Spanish as
5 needed by PARTICIPANT.

6 3.19.3 City shall provide Individual Counseling services
7 continuously throughout the term of this Agreement by appointment Monday
8 through Friday during FRC operating hours. City may also schedule evening
9 hours at the request of PARTICIPANTS. Counseling sessions shall be a minimum
10 of fifty (50) minutes in duration, or as clinically indicated by the
11 clinician, and offered to PARTICIPANTS on a weekly basis. City shall provide
12 a minimum of four (4) weeks of counseling sessions and a maximum of twenty
13 (20) sessions for each PARTICIPANT. FRC shall provide a phone messaging
14 system to record messages and post a sign with an emergency contact name and
15 telephone number for PARTICIPANTS who may call or visit the FRC after hours.

16 3.19.4 City shall provide Individual Counseling services in a
17 private office space at one of the FRC locations, or other community
18 locations, with advance written approval by ADMINISTRATOR, provided location
19 can accommodate the confidentiality of the service.

20 3.19.5 City shall measure progress by ensuring PARTICIPANTS
21 complete a FaCT registration form, FaCT consent form, and FaCT approved
22 assessment tools.

23 3.19.6 City Individual Counseling services shall address the
24 following PSSF service categories: FP, FS, TLFR, and APS.

25 3.19.7 City shall provide qualified MSW Intern staff as specified
26 in Subparagraph 10.5 of this Exhibit.

27 3.20 Group Counseling:

28 3.20.1 City shall provide Group Counseling services for

1 individuals with children ages birth to eighteen (0-18) years, who are not
2 Medi-Cal eligible and/or do not meet the Medi-Cal eligibility requirements for
3 medical necessity and who are at-risk for abuse and/or neglect, and/or low-
4 income, intact families, and/or families in the process of reunification, who
5 may be experiencing a crisis due to interpersonal conflicts, family crisis,
6 difficult parenting issues, challenging child needs, and/or traumatic loss
7 hereinafter referred to as "PARTICIPANTS" for purposes of Subparagraph 3.20.

8 3.20.2 City shall provide Group Counseling services for a minimum
9 of twenty (20) unduplicated PARTICIPANTS annually. Group Counseling services
10 shall include, but not be limited to, assess PARTICIPANT's needs, provide
11 emotional support, stabilize immediate crisis and develop goals for
12 PARTICIPANTS, address independent living skills, self-control, parenting
13 issues, cycle of abuse, victimization, enhance family dynamics, modify
14 dysfunctional behaviors, incorporate appropriate family roles and develop time
15 limited goals for the family and child in placement that are targeted to
16 PARTICIPANTS' particular reunification plans, if applicable and make
17 appropriate linkages to all needed treatment programs and social support
18 systems. The Bilingual Counselor and/or designee, as approved by
19 ADMINISTRATOR, shall attend the FRC's Comprehensive CMT meetings. Services
20 shall be provided in a culturally sensitive manner in English and Spanish as
21 needed by PARTICIPANTS.

22 3.20.3 City shall provide Group Counseling services continuously
23 throughout the term of this Agreement Monday through Friday during FRC
24 operating hours. The City may also schedule evening hours at the request of
25 PARTICIPANTS. City shall provide a minimum of three (3) Group Counseling
26 series at a minimum of ninety (90) minutes each session with a six (6) week
27 session minimum per series, based upon clinical need. Each session shall
28 include a minimum of four (4) PARTICIPANTS per group. FRC shall provide a

1 phone messaging system to record messages and post a sign with an emergency
2 contact name and telephone number for PARTICIPANTS who may call or visit the
3 FRC after hours.

4 3.20.4 City shall provide Group Counseling services in a private
5 office space at one of the FRC locations, or other community locations, with
6 advance written approval by ADMINISTRATOR, provided location can accommodate
7 the confidentiality of the service.

8 3.20.5 City shall measure progress by ensuring PARTICIPANTS
9 complete a FaCT registration form, FaCT consent form, and FaCT approved
10 assessment tools.

11 3.20.6 City's Group Counseling services shall address the
12 following PSSF service categories: FP, FS, TLFR, and APS.

13 3.20.7 City shall provide qualified MSW Intern as specified in
14 Subparagraph 10.5 of this Exhibit.

15 4. ADDITIONAL CONTRACTOR RESPONSIBILITIES

16 4.1 In addition to providing the services described in Paragraph 3 of
17 this Exhibit A, CONTRACTOR agrees to:

18 4.1.1 Provide ADMINISTRATOR a detailed marketing plan for each
19 contracted service, and revise, if necessary, as requested by ADMINISTRATOR;

20 4.1.2 Actively engage the community including local residents,
21 faith-based groups, businesses, public and private organizations, civic
22 groups, and others in the planning and implementation of services that promote
23 the well-being, safety, and permanency of children, families and communities.

24 4.1.3 Be community-based and maximize opportunities to provide
25 integrated, coordinated and easily accessible resources for families that
26 assure the successful linkage of program participants with needed services.

27 4.1.4 Affirm families' cultural, ethnic, and linguistic
28 identities and enhance their ability to function in a multicultural society.

1 4.1.5 Be outcome driven and identify indicators that accurately
2 reflect progress towards stated goal(s).

3 4.1.6 Employ program strategies based on principles that have
4 been demonstrated to be effective with the target population to be served.

5 4.1.7 Identify and address family and child abuse issues in the
6 community with an emphasis on prevention, early intervention, and permanency.

7 4.1.8 Identify and address substance abuse problems, including
8 prevention and access to intervention strategies.

9 4.1.9 Demonstrate the ability, now and in the future, to
10 integrate multiple public, private, and collaborative partner funding sources.

11 4.2 CONTRACTOR shall develop and maintain a Governance Structure
12 document outlining resource sharing, accountability, decision-making
13 strategies, and a conflict resolution plan. The Governance Structure shall
14 include, but not be limited to, the addition and/or deletion of any partner
15 agency, change of designated fiscal agent, ongoing community input and
16 involvement, principles of collaboration, and voting quorum (including what
17 constitutes a quorum).

18 4.3 CONTRACTOR's FRC Coordinator shall participate in meetings, to be
19 held not more than once per month, of all FaCT FRC Program Coordinators for
20 the purpose of information sharing, joint problem solving, identification of
21 Best Practices, development of common approaches to case management and
22 intake, training, and other related matters. ADMINISTRATOR will provide
23 CONTRACTOR with detailed information regarding meeting date(s) and
24 location(s).

25 4.4 CONTRACTOR shall develop a Community Engagement Advisory Committee
26 (CEAC) that shall meet a minimum of quarterly during the term of this
27 Agreement. CEAC shall develop and advance a community agenda to affect
28 community level change. The FRC will maintain a roster and a copy of minutes

1 for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary,
2 depending on the specific goals of, and the services to be provided by the
3 FRC. The CEAC shall consist of community members such as parents, youths,
4 teachers, school community liaisons, businesses professionals, religious
5 community leaders, law enforcement, human and health service professionals,
6 and city representatives. CEAC shall assess, survey, and identify community
7 strengths and needs to advocate for FRC services to meet community need on an
8 annual basis; develop parent and youth leadership; and engage business
9 community to provide tangible support and leadership. The FRC shall provide
10 staff and volunteer coordination to develop and support CEAC.

11 4.5 Appropriate CONTRACTOR staff shall participate in all required
12 training identified by ADMINISTRATOR, including, but not limited to,
13 management information system, FRC Program 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 4.6 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 4.7 HO shall provide a minimum of four hundred sixteen (416) hours of
22 child care annually. City shall provide child care services at the FRC to
23 children of parents attending FRC programs Monday through Friday during FRC
24 operating hours, and on evenings and weekends as required by PARTICIPANTS,
25 continuously throughout the term of this Agreement. City shall provide a
26 qualified Child Care Activity Leader as specified in Subparagraph 10.3 of this
27 Exhibit.

28 ///

1 5. FACILITIES

2 Administrative services under this Agreement shall be provided at:

3 Magnolia Park Family Resource Center

4 c/o City of Garden Grove

5 11402 Magnolia Street

6 Garden Grove, CA 92841

7 Home Based Services will be provided in the homes of PARTICIPANTS
8 referred for service.

9 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
10 facility(ies) and location(s) where services shall be provided without
11 changing COUNTY's maximum obligation.

12 6. REPORTS

13 CONTRACTOR shall prepare and submit written reports regarding each
14 participant to the FaCT Program Coordinator including, but not limited to, the
15 following information:

16 6.1 Family identifier;

17 6.2 Family member identifier;

18 6.3 Ethnicity;

19 6.4 Date of birth;

20 6.5 Sex;

21 6.6 Referral reason(s);

22 6.7 Services recommended;

23 6.8 Services provided;

24 6.9 Date services delivery begins;

25 6.10 Date service delivery ends;

26 6.11 Status indicators (e.g. previous abuse reports, existing health
27 problems, etc.);

28 6.12 Primary language spoken;

1 6.13 PSSF service outcome measures as identified in Paragraph 2 of this
2 Exhibit; and

3 6.14 PSSF service categories as identified in Paragraph 2 of this
4 Exhibit.

5 6.15 Reports shall be prepared in a format approved in writing by
6 ADMINISTRATOR and shall be transmitted to the FaCT Program Coordinator and
7 Social Services Agency (SSA) Contract Administrator by the twentieth (20th)
8 day of each month for the preceding month of services.

9 6.16 CONTRACTOR shall complete registration forms and attendance sheets
10 for every service delivered to participant(s) unless specifically exempted by
11 ADMINISTRATOR.

12 6.17 CONTRACTOR shall complete the FaCT standardized Marketing Outreach
13 Log and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days
14 following the end of each quarter.

15 6.18 CONTRACTOR shall provide information deemed necessary by
16 ADMINISTRATOR to complete any state-required reports related to the services
17 provided under this Agreement.

18 7. UTILIZATION REVIEW

19 7.1 CONTRACTOR and ADMINISTRATOR shall meet upon ADMINISTRATOR's
20 request at CONTRACTOR's facility identified in Paragraph 5 of this Exhibit A,
21 to review and evaluate a random selection of PARTICIPANT case records. The
22 review shall include, but is not limited to, an evaluation of the necessity
23 and appropriateness of services provided and length of services. PARTICIPANT
24 cases to be reviewed shall be randomly selected by ADMINISTRATOR.

25 7.2 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve
26 differences of opinion regarding the necessity and appropriateness of services
27 and length of services, the dispute shall be submitted to COUNTY's Director of
28 Children and Family Services for final resolution.

1 8. SUSTAINABILITY

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

5 8.1 CONTRACTOR agrees to work with ADMINISTRATOR and/or FaCT in order
6 to pursue long-term sustainability of CONTRACTOR's FaCT collaborative
7 programs. This includes, but is not limited to, participation in the
8 following:

9 8.1.1 Assessment of long-term need for and reasonableness of
10 FaCT collaborative programs;

11 8.1.2 Training programs developed by or for FaCT;

12 8.1.3 Outreach activities initiated by FaCT staff or FaCT
13 committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

14 8.1.4 Research of other public/private funding sources and
15 opportunities;

16 8.1.5 Pursuit of linkages with other partners, as appropriate;
17 and,

18 8.1.6 Development of marketing and community education materials
19 as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

20 8.2 CONTRACTOR agrees to cooperate in these efforts, as well as
21 independently pursue opportunities to improve sustainability of their
22 collaborative program. Independent activities may include activities
23 identified above as well as grant writing, and engaging in collaborative
24 agreements with other integrated service initiatives.

25 8.3 CONTRACTOR shall inform ADMINISTRATOR of its activities to sustain
26 CONTRACTOR's FaCT collaborative program by including written progress reports
27 in FaCT measurement tools reports.

9. BUDGET

The budget for services provided pursuant to Exhibit A of this Agreement shall span thirty-six (36) months and is set forth as follows:

BUDGET FOR PERIOD OF JULY 1, 2011 THROUGH JUNE 30, 2012:

<u>LINE ITEMS:</u>		Maximum	
<u>SALARIES:</u>		Hourly	Annual
	<u>FTE ⁽¹⁾</u>	<u>Rate ⁽²⁾</u>	<u>Budget</u>
<u>City of Garden Grove (City)</u>			
FRC Coordinator/Supervisor (Services 3.1, 3.14)	1.0	\$24.18	\$ 50,294
Family Advocate (Service 3.5)	1.0	13.07	27,206
Child Care Worker (Service 3.16) ⁽⁷⁾	0.20	11.40	4,742
Community Resource Specialist (Service 3.13)	1.0	14.10	<u>29,952</u>
SUBTOTAL CB SALARIES:			\$ 112,194
City Benefits (25%) ⁽³⁾			<u>23,169</u>
SUBTOTAL CITY SALARIES AND BENEFITS:			\$135,363
<u>Interval House (IH)</u>			
Personal Empowerment Program (Services 3.11 - 3.12)	0.225	\$20.75	\$ <u>9,711</u>
SUBTOTAL IH SALARIES:			\$ 9,711
IH Benefits (20%) ⁽³⁾			<u>1,942</u>
SUBTOTAL IH SALARIES AND BENEFITS:			\$ 11,653
<u>Community Service Programs, Inc., (CSP)</u>			
Bilingual Counselor (Services 3.2 - 3.4, 3.6)	0.5	\$22.00	\$ 22,880
Clinical Supervisor/Director (Admin.)	0.175	\$42.15	15,343
Clinical Supervisor/Director (Admin.)	0.133	\$42.15	<u>11,660</u>
SUBTOTAL CSP SALARIES:			\$ 49,883

1	CSP Benefits (18%) ⁽³⁾	<u>8,273</u>
2	SUBTOTAL CSP SALARIES AND BENEFITS:	\$ 58,156
3	SUBTOTAL ALL SALARIES AND BENEFITS:	\$205,172
4	<u>SERVICES AND SUPPLIES:</u>	
5	City - Office Expenses	\$ 1,007
6	City - Program Expense	821
7	City - CAC	1,000
8	City- Foster/Adoptive (Service 3.10)	1,422
9	IH - Program Expense	1,400
10	CSP - Program Supplies	<u>650</u>
11	SUBTOTAL SERVICES AND SUPPLIES:	\$ 6,300
12	<u>OPERATING EXPENSES:</u>	
13	City - Telephone	\$ 1,041
14	City - Mileage ^{(4), (5)}	400
15	City - Lease	963
16	CSP - Office Supplies	596
17	CSP - Operating Expense	750
18	CSP - Recruitment	295
19	CSP - Mileage ^{(4), (5)}	<u>558</u>
20	SUBTOTAL OPERATING EXPENSES:	\$ 4,603
21	<u>INDIRECT EXPENSES:</u> ⁽⁶⁾	
22	CSP: Insurance	255
23	CSP: Audit	<u>170</u>
24	SUBTOTAL INDIRECT EXPENSES:	425
25	<u>Subcontracts:</u>	
26	City - Parent Educator (Services 3.7 - 3.8)	\$ 2,000
27	City - Parent Educator (Service 3.9)	<u>1,500</u>

1	SUBTOTAL SUBCONTRACT COSTS:			\$ 3,500
2	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES,			\$220,000
3	OPERATING EXPENSES, AND INDIRECT COSTS:			
4	<u>DIFFERENTIAL RESPONSE (DR) PROGRAM:</u>			
5	<u>Children's Bureau (CB)</u>			
6	DR Family Advocate (Service 3.17)	1.0	\$18.75	\$ 39,000
7	DR In-Home Family Support Specialist (Service			
8	3.18)	1.0	18.75	39,000
9	Program Manager (Admin.)	0.0413	34.93	<u>3,000</u>
10	SUBTOTAL CB SALARIES:			\$ 81,000
11	CB Benefits (25%) ⁽³⁾			<u>20,250</u>
12	SUBTOTAL CB SALARIES AND BENEFITS:			\$ 101,250
13	<u>DR PROGRAM SERVICES AND SUPPLIES:</u>			
14	CB - DR Office Expense			1,000
15	CB - DR Postage			40
16	CB - DR Program Expense			1,000
17	CB - DR Family Stability			<u>950</u>
18	SUBTOTAL DR SERVICES AND SUPPLIES			\$ 2,990
19	<u>DR PROGRAM OPERATING EXPENSES:</u>			
20	CB - DR Telephone			\$ 2,000
21	CB - DR Mileage/Parking ^{(4), (5)}			2,250
22	CB - DR Facility Lease			2,040
23	CB - DR Computer/Fax/Printer			1,000
24	CB - DR Computer Maintenance			300
25	CB - DR Training			<u>10</u>
26	SUBTOTAL DR OPERATING EXPENSES			\$ 7,600
27	///			
28				

1 CB DR INDIRECT EXPENSES: ⁽⁶⁾

2 CB - DR Insurance 100

3 CB - DR Indirect Cost \$ 1,600

4 SUBTOTAL CB DR INDIRECT EXPENSES: \$ 1,700

5 SUBTOTAL CB DR SALARIES, BENEFITS, SERVICES, SUPPLIES AND

6 OPERATING EXPENSES: \$113,540

7 MAXIMUM COUNTY OBLIGATION: \$333,540

8 ///

9 BUDGET FOR PERIOD OF JULY 1, 2012 THROUGH JUNE 30, 2013:

10 <u>LINE ITEMS:</u>		Maximum	
11		Hourly	Annual
12 <u>SALARIES:</u>	<u>FTE</u> ⁽¹⁾	<u>Rate</u> ⁽²⁾	<u>Budget</u>
13 <u>City of Garden Grove (City)</u>			
14 FRC Coordinator/Supervisor (Service 3.1,	1.0	\$24.18	\$ 50,294
15 3.14)			
16 Family Advocate (Service 3.5)	1.0	\$13.08	27,206
17 Child Care Worker (Service 3.16) ⁽⁷⁾	0.25	\$11.40	4,742
18 Community Resource Specialist (Service 3.13)	1.0	\$14.10	29,952
19 SUBTOTAL CB SALARIES:			\$112,194
20 City Benefits (25%) ⁽³⁾			<u>22,974</u>
21 SUBTOTAL CITY SALARIES AND BENEFITS:			\$135,168
22 <u>Interval House (IH)</u>			
23 Personal Empowerment Program (Services 3.11 -	0.225	\$20.75	\$ <u>9,711</u>
24 3.12)			
25 SUBTOTAL IH SALARIES:			\$ 9,711
26 IH Benefits (20%) ⁽³⁾			<u>1,942</u>
27 SUBTOTAL IH SALARIES AND BENEFITS:			\$ 11,653
28			

1	<u>Community Service Programs, Inc., (CSP)</u>			
2	Bilingual Counselor (Services 3.2 - 3.4, 3.6)	0.5	\$22.66	\$ 23,566
3	Clinical Supervisor/Director (Admin.)	0.175	\$43.41	15,801
4	Clinical Supervisor/Director (Admin.)	0.117	\$43.41	<u>10,564</u>
5	SUBTOTAL CSP SALARIES:			\$ 49,931
6	CSP Benefits (18%) ⁽³⁾			<u>8,308</u>
7	SUBTOTAL CSP SALARIES AND BENEFITS:			\$ 58,239
8	SUBTOTAL ALL SALARIES AND BENEFITS:			\$205,060
9	<u>SERVICES AND SUPPLIES:</u>			
10	City - Office Expenses			\$ 960
11	City - Program Expense			821
12	City - CAC			1,000
13	City - Foster/Adoptive (Service 3.14)			1,422
14	IH - Program Expense			1,400
15	CSP - Program Supplies			<u>553</u>
16	SUBTOTAL SERVICES AND SUPPLIES:			\$ 6,156
17	<u>OPERATING EXPENSES:</u>			
18	City - Telephone			\$ 1,236
19	City - Mileage ^{(4), (5)}			400
20	City - Lease			963
21	CSP - Office Supplies			600
22	CSP - Operating Expense			800
23	CSP - Recruitment			295
24	CSP - Mileage ^{(4), (5)}			<u>552</u>
25	SUBTOTAL OPERATING EXPENSES:			\$ 4,846
26	<u>INDIRECT EXPENSES:</u> ⁽⁶⁾			
27	CSP: Insurance			263

1	CSP: Audit			<u>175</u>
2	SUBTOTAL INDIRECT EXPENSES:			438
3	<u>SUBCONTRACTS:</u>			
4	City - Parent Educator (Services 3.7 - 3.8)			\$ 2,000
5	City - Parent Educator (Service 3.9)			<u>1,500</u>
6	SUBTOTAL SUBCONTRACT COSTS:			\$ 3,500
7	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES,			
8	OPERATING EXPENSES, AND INDIRECT COSTS:			\$220,000
9	<u>DIFFERENTIAL RESPONSE (DR) PROGRAM:</u>			
10	<u>Children's Bureau (CB)</u>			
11	DR Family Advocate (Service 3.17)	1.0	\$19.13	\$ 39,790
12	DR In-Home Family Support Specialist (Service			
13	3.18)	1.0	\$19.13	\$ 39,790
14	Program Manager (Admin.)	0.0413	\$35.63	<u>3,060</u>
15	SUBTOTAL CB SALARIES:			\$ 82,640
16	CB Benefits (25%) ⁽³⁾			<u>20,659</u>
17	SUBTOTAL CB SALARIES AND BENEFITS:			\$ 103,299
18	<u>DR PROGRAM SERVICES AND SUPPLIES:</u>			
19	CB - DR Office Expense			750
20	CB - DR Postage			1
21	CB - DR Program Expense			900
22	CB - DR Family Stability			<u>700</u>
23	SUBTOTAL DR SERVICES AND SUPPLIES:			\$ 2,351
24				
25				
26	<u>DR PROGRAM OPERATING EXPENSES:</u>			
27	CB - DR Telephone			\$ 1,149
28	CB - DR Mileage/Parking ^{(4), (5)}			2,250

1	CB - DR Facility Lease	2,040
2	CB - DR Computer/Fax/Printer	800
3	CB - DR Computer Maintenance	100
4	CB - DR Training	<u>100</u>
5	SUBTOTAL DR OPERATING EXPENSES	\$ 6,439
6	<u>CB DR INDIRECT EXPENSES:</u> ⁽⁶⁾	
7	CB - DR Insurance	100
8	CB - DR Indirect Cost ⁽⁶⁾	\$ <u>1,351</u>
9	SUBTOTAL CB DR INDIRECT EXPENSES:	\$ 1,451
10	SUBTOTAL CB DR SALARIES, BENEFITS, SERVICES, SUPPLIES AND	
11	OPERATING EXPENSES:	\$113,540
12	MAXIMUM COUNTY OBLIGATION:	\$333,540

13 ///

14 BUDGET FOR PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2014:

15 LINE ITEMS:

		Maximum	
		Hourly	Annual
			Budget
17	<u>SALARIES:</u>	<u>FTE ⁽¹⁾</u>	<u>Rate ⁽²⁾</u>
18	<u>City of Garden Grove (City)</u>		
19	FRC Coordinator/Supervisor (Service 3.1,		
20	3.14)	1.0	\$ 50,294
21	Family Advocate (Service 3.5)	1.0	27,206
22	Child Care Worker (Service 3.16) ⁽⁷⁾	0.20	4,742
23	Community Resource Specialist (Service 3.13)	1.0	<u>29,952</u>
24	SUBTOTAL CB SALARIES:		\$ 112,195
25	City Benefits (25%) ⁽³⁾		<u>22,974</u>
26	SUBTOTAL CITY SALARIES AND BENEFITS:		\$135,169

27 ///

1	<u>Interval House (IH)</u>			
2	Personal Empowerment Program (Service 3.11 -	0.225	\$20.75	\$ <u>9,711</u>
3	3.12)			
4	SUBTOTAL IH SALARIES:			\$ 9,711
5	IH Benefits (20%) ⁽³⁾			<u>1,942</u>
6	SUBTOTAL IH SALARIES AND BENEFITS:			\$ 11,653
7	<u>Community Service Program Inc., (CSP)</u>			
8	Bilingual Counselor (Services 3.2 - 3.4, 3.6)	0.50	\$23.34	\$ 24,274
9	Clinical Supervisor/Director (Admin.)	0.175	44.71	16,274
10	Clinical Supervisor/Director (Admin.)	0.102	44.71	<u>9,486</u>
11	SUBTOTAL CSP SALARIES:			\$ 50,034
12	CB Benefits (25%) ⁽³⁾			<u>8,463</u>
13	SUBTOTAL CSP SALARIES AND BENEFITS:			\$ 58,497
14	SUBTOTAL ALL SALARIES AND BENEFITS:			\$205,319
15	<u>SERVICES AND SUPPLIES:</u>			
16	City - Office Expenses			\$ 905
17	City - Program Expense			821
18	City - CAC			1,000
19	City- Foster/Adoptive (Service 3.10)			1,422
20	IH - Program Expense			1,400
21	CSP - Program Supplies			<u>607</u>
22	SUBTOTAL SERVICES AND SUPPLIES:			\$ 6,155
23	<u>OPERATING EXPENSES:</u>			
24	City - Telephone			\$ 1,236
25	City - Mileage ^{(4), (5)}			400
26	City - Lease			963
27	CSP - Office Supplies			600
28				

1	CSP - Operating Expense		720
2	CSP - Recruitment		100
3	CSP - Mileage ^{(4), (5)}		<u>552</u>
4	SUBTOTAL OPERATING EXPENSES:		\$ 4,571
5	<u>INDIRECT EXPENSES⁽⁶⁾</u>		
6	CSP: Insurance		275
7	CSP: Audit		<u>180</u>
8	SUBTOTAL INDIRECT EXPENSES:		\$ 455
9	<u>SUBCONTRACTS:</u>		
10	City - Parent Educator (Services 3.7 - 3.8)		\$ 2,000
11	City - Parent Educator (Service 3.9)		<u>1,500</u>
12	SUBTOTAL SUBCONTRACT COSTS:		\$ 3,500
13	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES,		
14	OPERATING EXPENSES, AND INDIRECT COSTS:		\$220,000
15	<u>DIFFERENTIAL RESPONSE (DR) PROGRAM:</u>		
16	<u>Children's Bureau (CB)</u>		
17	DR Family Advocate (Service 3.17)	1.0	\$19.51 \$ 40,580
18	DR In-Home Family Support Specialist (Service		
19	3.18)	1.0	\$19.51 \$ 40,580
20	Program Manager (Admin.)	0.0397	\$36.34 <u>3,000</u>
21	SUBTOTAL CB SALARIES:		\$ 84,160
22	CB Benefits (22.86%) ⁽³⁾		<u>21,040</u>
23	SUBTOTAL CB SALARIES AND BENEFITS:		\$105,200
24	<u>DR PROGRAM SERVICES AND SUPPLIES:</u>		
25	CB - DR Office Expense		402
26	CB - DR Postage		1
27	CB - DR Program Expense		813
28			

1	CB - DR Family Stability	<u>200</u>
2	SUBTOTAL DR SERVICES AND SUPPLIES	\$ 1,416
3	<u>DR PROGRAM OPERATING EXPENSES:</u>	
4	CB - DR Telephone	\$ 1,198
5	CB - DR Mileage/Parking ^{(4), (5)}	2,250
6	CB - DR Facility Lease	2,040
7	CB - DR Computer/Fax/Printer	<u>699</u>
8	SUBTOTAL DR OPERATING EXPENSES	\$ 6,187
9	<u>CB DR INDIRECT EXPENSES: ⁽⁶⁾</u>	
10	CB - DR Indirect Cost	\$ <u>737</u>
11	SUBTOTAL CB DR INDIRECT EXPENSES:	\$ 737
12	SUBTOTAL CB DR SALARIES, BENEFITS, SERVICES, SUPPLIES AND	
13	OPERATING EXPENSES:	\$113,540
14	MAXIMUM COUNTY OBLIGATION:	\$333,540
15	TOTAL MAXIMUM COUNTY OBLIGATION FOR	
16	7/01/11 - 6/30/14:	\$1,000,620

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

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

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

⁽⁴⁾ Mileage is limited to the amount allowed by IRS.

1 (5) Travel costs will be in accordance with Title 41 CFR Chapter 301,
2 Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must
3 be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for
4 actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter
5 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid
6 to employees for meals and incidental expenses incurred during travel up to
7 the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

8 (6) Indirect costs include overhead and/or independent audit expenses.

9 (7) City of Garden Grove shall allocate a minimum of \$4,742 annually to
10 the provision of Child Care services throughout the term of this Agreement.
11 City shall use this funding for child care services as described herein.
12 Allowable costs include direct child care services and purchases of supplies
13 and snacks directly related to child care services; activities and games. All
14 purchases for child care supplies must be requested in advance and in writing
15 for approval by ADMINISTRATOR. Services shall be reimbursed on actual hours
16 worked. Child Care Worker position does not include any benefits.

17 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
18 notice, to add, delete or modify line items and/or amounts and/or the number
19 and type of FTE positions without changing COUNTY's maximum obligation as
20 stated in Subparagraph 19.1 of this Agreement or reducing the level of service
21 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.3
22 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
23 as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually
24 agree in writing to proportionately reduce the service goals as set forth in
25 this Exhibit.

26 10. STAFF

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

1 10.1 FRC Coordinator:

2 10.1.1 Duties: Perform a variety of administrative functions;
3 coordinate service providers; supervise FRC staff including DR staff; oversee
4 day-to-day FRC operations; compile statistical and financial data for various
5 reports; facilitate CEAC community involvement; coordinate governance and
6 policy procedure development; coordinate staff training opportunities; prepare
7 and monitor program budget; market FRC services within the community; provide
8 outreach; respond to public inquiries on FRC services, procedures, operations,
9 and regulations; facilitate FRC and staff meetings; complete all required
10 documentation; attend all required meetings and trainings; and perform related
11 duties as assigned.

12 10.1.2 Qualifications: Bachelor's degree in social work,
13 sociology, psychology, or related field from an accredited university; two (2)
14 years experience working with at-risk families and the community; knowledge of
15 child welfare system; capable of relating well to individuals from diverse
16 backgrounds and cultures, varied income and education levels; supervisory
17 experience in management; demonstrated ability to work successfully in
18 collaborative environment; attention to detail; and computer literate.
19 Master's degree and Bilingual in English/Spanish is preferred.

20 10.2 Family Advocate/Individual Case Manager:

21 10.2.1 Duties: Assess needs and assist families in crisis to
22 access resources to meet needs, including court ordered families to facilitate
23 family reunification; coordinate information for PARTICIPANT referrals;
24 participate in Comprehensive CMT meetings; follow up on PARTICIPANT's
25 progress; help alleviate barriers to accessing services; compile and maintain
26 records; prepare reports; collect and input data into FaCT database; and
27 attend all required meetings and trainings.

28 10.2.2 Qualifications: Bachelor's degree in human services or

1 related field; knowledge of the child welfare system; one (1) year of
2 community experience is preferred. Bilingual in English/Spanish is required.

3 10.3 Child Care Worker:

4 10.3.1 Duties: Provide child care activities at the FRC to
5 children of PARTICIPANTS attending FRC services; communicate with FRC
6 coordinator and Program Coordinator; attend all required meetings and
7 trainings; and complete required documents.

8 10.3.2 Qualifications: High school diploma or one (1) year of
9 child care experience, including working with infants; ability to deal with
10 stressful situations; and be creative and energetic. Bilingual in
11 English/Spanish and proficiency in English is required.

12 10.4 Community Resource Specialist:

13 10.4.1 Duties: Provide community resource information assistance
14 to walk-in, call-in, and referred PARTICIPANTS; assess and evaluate
15 PARTICIPANT's immediate needs; linkage to service providers, refer to
16 appropriate resources; perform outreach to community, businesses and schools,
17 collect and input data into FaCT database; promote FRC program services;
18 assist in evaluation of PARTICIPANT needs; represent FRC at community events,
19 maintain required documentation; and collect and input data into FaCT
20 database.

21 10.4.2 Qualifications: High school diploma or equivalent GED;
22 thorough knowledge and understanding of services provided at the FRC and the
23 surrounding community; ability to relate well to individuals from diverse
24 backgrounds and cultures; varied income levels; and educational levels.
25 Bilingual in English/Spanish or English/Vietnamese and proficiency in English
26 is required.

27 10.5 MSW Intern:

28 10.5.1 Duties: Provide individual, family, group, and crisis

1 counseling services for children, parents, and/or caregivers who are
2 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
3 parenting issues, challenging child needs, and/or traumatic loss; provide
4 emotional support; stabilize immediate crisis; develop goals for the family;
5 maintain records; prepare reports, collect and input data into FaCT database;
6 and attend all required meetings and trainings.

7 10.5.2 Qualifications: Licensed or licensed eligible clinician
8 or a qualified professional under clinical supervision including student
9 trainee and interns enrolled in an accredited graduate program under clinical
10 supervision. Bilingual in English/Spanish or English/Vietnamese and
11 proficiency in English is required.

12 Interval House shall provide the following described staff position:

13 10.6 PEP Instructor:

14 10.6.1 Duties: Provide PEP educational support to victims to
15 break the cycle of domestic violence by increasing knowledge of the dynamics
16 of domestic violence, effect of violence on victims and their children, and to
17 help battered victims protect children who live in violent homes; increase
18 family functioning by teaching coping skills and prevention of recurrence of
19 maltreatment; provide emotional support, stabilize immediate crisis; develop
20 goals for the family; monitor attendance and participation; provide written
21 report(s); compile and maintain records; collect and input data into FaCT
22 database; and attend all required meetings and trainings.

23 10.6.2 Qualifications: Bachelor's degree in counseling or
24 related field; two (2) years of experience working with domestic violence
25 families; forty (40) hours of Domestic Violence Prevention training; eight (8)
26 hours of Child Abuse Prevention and Reporting Training; completion of PEP
27 Training; and a valid Domestic Violence Advocate Certificate is required.
28 Bilingual in English/Spanish or English/Vietnamese and proficiency in English

1 is required.

2 Community Service Programs, Inc. shall provide the following described
3 staff positions:

4 10.7 Bilingual Counselor:

5 10.7.1 Duties: Provide individual, family, group, and crisis
6 counseling services for children, parents, and/or caregivers who are
7 experiencing a crisis due to interpersonal conflicts, family crisis, difficult
8 parenting issues, challenging child needs, and/or traumatic loss; provide
9 emotional support; stabilize immediate crisis; develop goals for the family;
10 maintain records; prepare reports, collect and input data into FaCT database;
11 and attend all required meetings and trainings.

12 10.7.2 Qualifications: Licensed or licensed eligible clinician
13 or a qualified professional under clinical supervision including student
14 trainee and interns enrolled in an accredited graduate program under clinical
15 supervision. Bilingual in English/Spanish or English/Vietnamese and
16 proficiency in English is required.

17 10.8 Clinical Supervisor/Director:

18 10.8.1 Duties: Provide clinical supervision for counseling
19 services; monitor cases; as necessary be available for crisis and clinical
20 consultation; and review documents for clinical content. Oversee
21 administration of Counselor and Parenting Educator, ensure accuracy of data
22 into FaCT database; and attend all required meetings and trainings.

23 10.8.2 Qualifications: Master's degree in social work or related
24 field from an accredited university; valid license as a LCSW; MFT; or licensed
25 Psychologist; and two (2) years clinical supervision experience.

26 Children's Bureau shall provide the following described DR staff
27 positions:

28 10.9 DR Family Advocate:

1 10.9.1 Duties: Provide DR family advocacy services; assess
2 PARTICIPANTS needs; provide one-on-one support with PARTICIPANT's consent;
3 assist families in crisis to access resources to meet needs; participate in
4 Comprehensive CMT meetings; assist PARTICIPANTS with completion of paperwork
5 or forms; coordinate information for PARTICIPANT referrals; ensure
6 PARTICIPANTS access services; follow up with PARTICIPANTS needed and perform
7 home, school, and other community site visits as needed; work closely with FRC
8 partners and COUNTY social workers, participate in CMT Meetings; coordinate
9 with other service providers providing services to PARTICIPANT; compile,
10 prepare and submit data and reports as required by County; maintain records;
11 collect and input data into FaCT database; and attend all required meetings
12 and trainings.

13 10.9.2 Qualifications: Bachelor's degree in social work, human
14 services or related field from an accredited university; one (1) year of
15 community experience working with children and families; excellent verbal and
16 written communication skills. Proficiency in English and bilingual in Spanish
17 required.

18 10.10 DR In-Home Family Support Specialist:

19 10.10.1 Duties: Provide DR in-home family support services;
20 parent education; resource brokering; coordinate with multiple service
21 providers to prevent abuse and out of home placement; provide DR crisis
22 intervention including assessment and stabilization of immediate crisis and
23 resource linkage, prepare and submit data and reports as required by
24 ADMINISTRATOR; and attend all required meetings and trainings.

25 10.10.2 Qualifications: Master's degree in social work or related
26 field from an accredited university is preferred; Bachelor's degree in social
27 work or related field from an accredited university; two (2) years experience
28 working with children and families; possess excellent verbal and written

1 communication skills, ability to work in a multicultural environment; and a
2 valid California "Class C" driver's license is required. Bilingual in Spanish
3 and proficiency in English is required.

4 10.11 Program Manager:

5 10.11.1 Duties: Supervise FRC Coordinator and FRC projects;
6 integrate new and existing FRC programs; oversee data entry, data collection,
7 and VistaShare reports; collaborate with FaCT staff; attend FaCT committee
8 meetings and forums, and local and regional FRC platform advocacy.

9 10.11.2 Qualifications: Master's degree in health and human
10 services or public administration; three (3) years business or non-profit
11 management experience; two years (2) supervision experience; excellent
12 speaking and writing skills; ability to facilitate meetings; excellent
13 organizational skills; program design, planning, development, implementation,
14 and grant management experience. Bilingual English/Spanish preferred,
15 proficiency in English is required.

16 CSP, through a subcontract, shall provide the following described staff
17 position:

18 10.12 Parenting Educator:

19 10.12.1 Duties: Provide parenting education classes and workshops
20 for child development, behavior management, coping skills, prevention of
21 recurrence of maltreatment and attachment, bonding, and traumatic loss,
22 improve parenting skills and family functioning; monitor attendance and
23 participation; provide written reports; administer FaCT approved pre/post
24 tests; compile and maintain records; collect and input data into FaCT
25 database; and attend all required meetings and trainings.

26 10.12.2 Qualifications: Twelve (12) units of college education in
27 child development, psychology, sociology, social work, or a related field; one
28 (1) year of experience working in the human services field; and one (1) year

1 of experience working with public speaking or teaching. Bilingual in
2 English/Spanish and proficiency in English is required.

3 The City of Garden Grove, through a subcontract, shall provide the
4 following described staff position:

5 10.13 Parenting Educator:

6 10.13.1 Duties: Provide parenting education classes and workshops
7 for child development, behavior management, coping skills, prevention of
8 recurrence of maltreatment and attachment, bonding, and traumatic loss,
9 improve parenting skills and family functioning; monitor attendance and
10 participation; provide written reports; administer FaCT approved pre/post
11 tests; compile and maintain records; collect and input data into FaCT
12 database; and attend all required meetings and trainings.

13 10.13.2 Qualifications: Twelve (12) units of college education in
14 child development, psychology, sociology, social work, or a related field; one
15 (1) year of experience working in the human services field; and one (1) year
16 of experience working with public speaking or teaching. Bilingual in
17 English/Spanish and proficiency in English is required.

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