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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
FAMILY SUPPORT NETWORK
FOR THE PROVISION OF PARENT MENTOR SERVICES

This AGREEMENT, entered into this 1st day of July 2020, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and FAMILY SUPPORT NETWORK, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Parent Mentor Services; and

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

WHEREAS, such contracts are authorized and provided for pursuant to California Welfare and Institutions Code Section 16501;

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

2 The term of this Agreement shall commence on July 1, 2020, and terminate on June 30,
3 2023, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement;
4 however, CONTRACTOR shall be obligated to perform such duties as would normally extend
5 beyond this term, including, but not limited to, obligations with respect to indemnification, audits,
6 reporting and accounting.

7 2. ALTERATION OF TERMS

8 2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by
9 reference, fully expresses all understandings of the parties and is the total Agreement between the
10 parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this
11 Agreement, whether written or verbal, are valid or binding unless made in the form of a written
12 amendment to this Agreement which is formally approved and executed by both parties.

13 2.2 The various headings, numbers, and organization herein are for the purpose of
14 convenience only and shall not limit or otherwise affect the Agreement.

15 3. STATUS OF CONTRACTOR

16 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent
17 contractor, and shall be wholly responsible for the manner in which it performs the services
18 required of it by the terms of this Agreement. Nothing herein contained shall be construed as
19 creating the relationship of employer and employee, or principal and agent, between COUNTY
20 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes
21 exclusively the responsibility for the acts of its employees or agents as they relate to services to be
22 provided during the course and scope of their employment.

23 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or
24 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY
25 employees.

26 4. DESCRIPTION OF SERVICES

27 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
28 supplies, as described in the Exhibit A to the Agreement between County of Orange and Family

1 Support Network, for the Provision of Parent Mentor Services, attached hereto and incorporated
2 herein by reference. CONTRACTOR shall operate continuously throughout the term of this
3 Agreement with the number and type of staff described and as required for provision of services
4 hereunder.

5 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
6 changes in staffing allocations to reflect current workload demands or service needs as long as
7 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of
12 this Agreement, who are subject to individual registration and/or licensing requirements, have all
13 necessary licenses and permits required by the laws of the United States, State of California
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
18 such laws and licensure requirements, including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
26 all applicable laws and regulations of the United States, State of California, County of Orange, and
27 County of Orange Social Services Agency, and all administrative regulations, rules, and policies
28 adopted thereunder, as each and all may now exist or be hereafter amended.

1 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
2 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
3 federal financial assistance programs and/or activities.

4 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

5 6.1 Delegation and Assignment

6 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
7 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
8 written consent of COUNTY. Any attempted delegation or assignment without prior written
9 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
10 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
11 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
12 benefits under the terms of this Agreement requiring COUNTY approval.

13 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
14 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
15 for the provision of services under the Agreement.

16 6.2 Change of Ownership

17 CONTRACTOR agrees that if there is a change or transfer in ownership of
18 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an
19 assignment of the Agreement, the new owners shall be required, under the terms of sale or other
20 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this
21 Agreement and complete them to the satisfaction of COUNTY.

22 7. SUBCONTRACTS

23 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
24 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
25 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
26 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
27 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
28 ADMINISTRATOR may require.

1 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

2 8.1 Form of Business Organization

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

6 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
7 partnership, corporation, etc.

8 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
9 of ownership or otherwise, to any parent organization or individual.

10 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
11 subsidiary business organization or to any individual who may be providing services, supplies,
12 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
13 under this Agreement.

14 8.2 Change in Form of Business Organization

15 If, during the term of this Agreement, the form of CONTRACTOR's business
16 organization changes, or the ownership of CONTRACTOR changes, or when changes occur
17 between CONTRACTOR and other businesses that could impact services provided through this
18 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such
19 changes. A change in the form of business organization may, at COUNTY's sole discretion, be
20 treated as an attempted assignment of rights or delegation of duties of this Agreement.

21 8.3 Name Change

22 CONTRACTOR must notify COUNTY, in writing, of any change in
23 CONTRACTOR's status with respect to name changes that do not require an assignment of the
24 Agreement. While CONTRACTOR is required to provide name change information without
25 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its
26 status upon request by COUNTY.

27 9. NON-DISCRIMINATION

28 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not

1 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
2 services or benefits, assignment of accommodations, treatment, evaluation, employment of
3 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
4 ancestry, physical disability, mental disability, medical condition, genetic information, marital
5 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
6 status, or any other protected group, in accordance with the requirements of all applicable federal
7 or State laws.

8 9.2 CONTRACTOR shall furnish any and all information requested by
9 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
10 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
11 9 et seq.

12 9.3 Non-Discrimination in Employment

13 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
14 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
15 Department of Labor regulations (Title 41 CFR Part 60).

16 9.3.2 All solicitations or advertisements for employees placed by or on behalf of
17 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
18 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
19 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
20 gender expression, age, sexual orientation, military and veteran status, or any other protected
21 group, in accordance with the requirements of all applicable federal or State laws. Notices
22 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
23 for employees and job applicants.

24 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
25 formal discrimination complaint to:

26 California Department of Fair Employment
27 2218 Kausen Drive, Suite 100
28 Elk Grove, CA 95758

Telephone: (800) 884-1684
(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (*Pub 470 - Your rights Under Adult Protective Services*)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (*Pub 13 – Your Rights Under California Welfare Programs*)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>
(*SSA Contractor and Vendor Compliance page*)

10. NOTICES

10.1 All notices, requests, claims, correspondence, reports, statements authorized or

1 required by this Agreement, and/or other communications shall be addressed as follows:

2 COUNTY: County of Orange Social Services Agency
3 Contracts and Procurement Services
4 500 N. State College Blvd, Suite 100
5 Orange, CA 92868
6

7 CONTRACTOR: Family Support Network
8 1894 N. Main Street
9 Orange, CA 92870

10 10.2 All notices shall be deemed effective when in writing and deposited in the United
11 States mail, first class, postage prepaid and addressed as above. Any communications, including
12 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
13 Agreement addressed in any other fashion shall be deemed not given. The parties each may
14 designate by written notice from time to time, in the manner aforesaid, any change in the address
15 to which notices must be sent.

16 11. NOTICE OF DELAYS

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

21 12. INDEMNIFICATION

22 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
23 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
24 their elected and appointed officials, officers, employees, agents, and those special districts and
25 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
26 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
27 including, but not limited to, personal injury or property damage arising from or related to the
28 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.

1 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
2 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
3 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
4 Neither party shall request a jury apportionment.

5 13. INSURANCE

6 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
7 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
8 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
9 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
10 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
11 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
12 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
13 CONTRACTOR.

14 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
15 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
16 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
17 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
18 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
19 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
20 requirements to every subcontractor and to receive proof of insurance prior to allowing any
21 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
22 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
23 reasonable time.

24 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
25 Insurance. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically
26 be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's
27 current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
28 addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees

1 to all of the following:

2 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
3 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
4 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
5 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
6 same; and

7 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
8 irrespective of any duty to indemnify or hold harmless; and

9 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any and
10 all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions
11 shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

12 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
13 term of this Agreement, COUNTY may terminate this Agreement.

14 13.5 Qualified Insurer

15 13.5.1 The policy or policies of insurance must be issued by an insurer with a
16 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as
17 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United
18 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business
19 in the state of California (California Admitted Carrier).

20 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
21 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
22 the company's performance and financial ratings.

23 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide
24 the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

1	Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
2	Workers' Compensation	Statutory
3		
4	Employer's Liability Insurance	\$1,000,000 per occurrence
5	Network Security & Privacy Liability	\$1,000,000 per claims made
6	Sexual Misconduct Liability	\$1,000,000 per occurrence

7 13.8 Required Coverage Forms

8 13.8.1 Commercial General Liability coverage shall be written on Insurance
9 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
10 broad.

11 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,
12 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

13 13.9 Required Endorsements

14 13.9.1 Commercial General Liability policy shall contain the following
15 endorsements, which shall accompany the Certificate of Insurance:

16 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26
17 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,
18 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
19 state AS REQUIRED BY WRITTEN CONTRACT.

20 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20
21 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
22 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
23 contributing.

24 13.9.2 The Network Security and Privacy Liability policy shall contain the
25 following endorsements which shall accompany the Certificate of Insurance.

26 13.9.2.1 An Additional Insured endorsement naming the County of
27 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
28 for its vicarious liability.

1 13.9.2.2 A primary and non-contributing endorsement evidencing that
2 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
3 County of Orange shall be excess and non-contributing.

4 13.10 The Workers' Compensation policy shall contain a waiver of subrogation
5 endorsement waiving all rights of subrogation against the County of Orange, its elected and
6 appointed officials, officers, agents and employees or provide blanket coverage, which will state
7 AS REQUIRED BY WRITTEN CONTRACT.

8 13.11 All insurance policies required by this Agreement shall waive all rights of
9 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
10 employees when acting within the scope of their appointment or employment.

11 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
12 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
13 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
14 a material breach of the contract, upon which the COUNTY may suspend or terminate this
15 Agreement.

16 13.13 If CONTRACTOR's Network Security & Privacy Liability policy is a "claims
17 made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability
18 coverage for two (2) years following completion of this Agreement.

19 13.14 The Commercial General Liability policy shall contain a severability of interests
20 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

21 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in
22 Paragraph 10 of this Agreement.

23 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
24 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
25 award may be made to the next qualified proponent.

26 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
27 decrease insurance of any of the above insurance types throughout the term of this Agreement.
28 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as

1 appropriate to adequately protect COUNTY.

2 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
3 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
4 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
5 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
6 COUNTY shall be entitled to all legal remedies.

7 13.19 The procuring of such required policy or policies of insurance shall not be construed
8 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
9 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
10 available from the insurer.

11 14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

12 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of
13 occurrence, the following:

14 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
15 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
16 under this Agreement. While CONTRACTOR is required to provide this information without
17 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
18 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

19 14.2 Any accident or incident relating to services performed under this Agreement that
20 involves injury or property damage which may result in the filing of a claim or lawsuit against
21 CONTRACTOR and/or COUNTY.

22 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
23 relating to services performed by CONTRACTOR under this Agreement.

24 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

25 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
26 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
27 Agreement.

28 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom

1 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
2 of service location or jurisdiction.

3 15. CONFLICT OF INTEREST

4 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
5 or conditions that could result in a conflict with COUNTY interests. In addition to the
6 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
7 subcontractors associated with the provision of goods and services provided under this Agreement.
8 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
9 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
10 entertainment, payments, loans, or other considerations which could be deemed to influence or
11 appear to influence COUNTY staff or elected officers in the performance of their duties.

12 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
13 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
14 Agreement performance. While CONTRACTOR will be required to provide this information
15 without prompting from COUNTY any time there is a change regarding conflict of interest,
16 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

17 16. ANTI-PROSELYTISM PROVISION

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

22 17. SUPPLANTING GOVERNMENT FUNDS

23 CONTRACTOR shall not supplant any State or COUNTY funds intended for the purposes
24 of this Agreement with any funds made available under this Agreement. CONTRACTOR shall
25 not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect
26 to, that portion of its obligations which have been paid by another source of revenue.
27 CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either
28 directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State,

1 or COUNTY funds under any federal, State, or COUNTY program without prior written approval
2 of ADMINISTRATOR.

3 18. EQUIPMENT

4 18.1 All items purchased with funds provided under this Agreement, or which are
5 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
6 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
7 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
8 Equipment is limited to the performance of this Agreement. Upon the termination of this
9 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
10 COUNTY or its representatives, or dispose of them in accordance with the directions of
11 ADMINISTRATOR.

12 CONTRACTOR further agrees to the following:

13 18.1.1 To maintain all items of Capital Equipment in good working order and
14 condition, normal wear and tear excepted.

15 18.1.2 To label all items of Capital Equipment, do periodic inventories as required
16 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital
17 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All
18 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

19 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
20 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
21 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

22 18.1.4 To purchase a policy or policies of insurance covering loss or damage to
23 any and all Capital Equipment purchased under this Agreement, in the amount of the full
24 replacement value thereof, providing protection against the classification of fire, extended
25 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
26 parties' interests as they appear.

27 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
28 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the

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

5 18.3 Computer Equipment

6 No computers and/or personal electronic devices, such as tablets and laptop
7 computers, or any component thereof, may be purchased with funds provided under this
8 Agreement.

9 19. BREACH SANCTIONS

10 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
11 conditions of this Agreement shall be a material breach of this Agreement. In such event,
12 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
13 available at law, in equity, or otherwise specified in this Agreement:

14 19.1.1 Afford CONTRACTOR a time period within which to cure the breach,
15 which period shall be established by ADMINISTRATOR; and/or

16 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
17 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
18 and/or

19 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
20 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

21 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
22 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

23 20. PAYMENTS

24 20.1 Maximum Contractual Obligation

25 The maximum obligation of COUNTY under this Agreement shall not exceed the
26 amount of \$1,071,753, or actual allowable costs, whichever is less. The estimated annual amount
27 for each twelve (12) month period is as follows:

28 20.1.1 \$357,251 for July 1, 2020, through June 30, 2021;

1 20.1.2 \$357,251 for July 1, 2021, through June 30, 2022; and

2 20.1.3 \$357,251 for July 1, 2022, through June 30, 2023.

3 20.2 Allowable Costs

4 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
5 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this
6 Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However,
7 COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will
8 be incurred by CONTRACTOR for June 2020, June 2021, and June 2022 during the month of such
9 anticipated expenditure.

10 20.3 Claims

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

18 20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.
19 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
20 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
21 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
22 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
23 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
24 shall retain all financial records in accordance with Paragraph 26 of this Agreement.

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

28 20.3.4 Year-End and Final Claims

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

8 20.3.4.2 The basis for final settlement shall be the actual allowable costs
9 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant
10 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that
11 any overpayment has been made, COUNTY may offset the amount of the overpayment against
12 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
13 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing
14 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has
15 been made.

16 21. OVERPAYMENTS

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

1 22. OUTSTANDING DEBT

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

5 23. REVENUE

6 23.1 Whenever CONTRACTOR receives any money specifically designated for use in
7 programs funded through this Agreement, such monies shall be considered to be a cost off-set and
8 treated as a reduction against the amount claimed by CONTRACTOR.

9 23.2 CONTRACTOR is not required to apply grants or gifts which are unrestricted in
10 use to any cost or expense of CONTRACTOR in which COUNTY participates.

11 23.3 CONTRACTOR may establish and utilize a sliding fee schedule, approved by
12 ADMINISTRATOR, to determine client fees for services provided. However, CONTRACTOR
13 shall not refuse services to clients referred by ADMINISTRATOR because of inability or
14 unwillingness to pay said fees.

15 23.4 CONTRACTOR shall make every reasonable effort to collect all available third
16 party reimbursement for which client may be eligible. Public and private insurance carriers shall
17 be billed on the basis of CONTRACTOR's customary charges, if applicable.

18 23.5 Fees and revenues received by CONTRACTOR from or on behalf of clients,
19 including from public or private insurance carriers, shall be deducted from any billings to
20 COUNTY and shall reduce any obligation of COUNTY under this Agreement.

21 23.6 Whenever CONTRACTOR receives any money specifically designated for use in
22 programs funded through this Agreement, such monies shall be considered a cost off-set and
23 treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income
24 as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter
25 amended. The procedure for designating money as Program Income is set forth in Paragraph 24
26 of this Agreement.

27 24. FINAL REPORT

28 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within

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

5 25. INDEPENDENT AUDIT

6 25.1 CONTRACTOR shall employ a licensed certified public accountant who shall
7 prepare and file with ADMINISTRATOR an annual organization-wide audit of related
8 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
9 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
10 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
11 the aforementioned regulations for any year covered during the term of this Agreement,
12 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of
13 CONTRACTOR's financial statements. The audit must be performed in accordance with
14 generally accepted government auditing standards. CONTRACTOR shall cooperate with
15 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)
16 months after issuance of all audit reports with regard to audit exceptions.

17 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1
18 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide
19 audits for each of the fiscal cycles corresponding with the term of this Agreement.
20 CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's
21 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for
22 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
23 CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.
24 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to
25 CONTRACTOR.

26 26. RECORDS, INSPECTIONS, AND AUDITS

27 26.1 Financial Records

28 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete

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

4 26.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
5 internal control, and financial reporting standards in conformity with generally accepted
6 accounting principles established by the American Institute of Certified Public Accountants and
7 to the satisfaction of ADMINISTRATOR.

8 26.2 Client Records

9 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
10 of clients served and dates and type of services provided under the terms of this Agreement in a
11 form acceptable to ADMINISTRATOR.

12 26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
13 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
14 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
15 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
16 requests and COUNTY provides written approval for the right to store the records in another
17 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
18 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
19 accordance with Subparagraph 42.2.

20 26.2.3 COUNTY may refuse payment for a claim if client records are determined
21 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
22 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
23 overpayment within the provisions of this Agreement.

24 26.3 Public Records

25 To the extent permissible under the law, all records, including, but not limited to,
26 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
27 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

28 26.4 Inspections and Audits

1 26.4.1 The Director of CDSS, State Auditor-General, ADMINISTRATOR,
2 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized
3 representatives, shall have access to any books, documents, papers, and records, including medical
4 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement.
5 Further, all the above mentioned persons have the right at all reasonable times to inspect or
6 otherwise evaluate the work performed or being performed under this Agreement and the premises
7 in which it is being performed.

8 26.4.2 CONTRACTOR shall make its books and records available within the
9 borders of Orange County within ten (10) days of receipt of written demand by
10 ADMINISTRATOR.

11 26.4.3 In the event CONTRACTOR does not make available its books and
12 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
13 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
14 obtain CONTRACTOR's books and records.

15 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
16 liability to the State or Federal Government or any agency thereof resulting from any
17 disallowances or other audit exceptions to the extent that such liability is attributable to
18 CONTRACTOR's failure to perform under this Agreement.

19 26.5 Evaluation Studies

20 CONTRACTOR shall participate, as requested by COUNTY, in research and/or
21 evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's
22 services or provide information about CONTRACTOR's project.

23 27. PERSONNEL DISCLOSURE

24 27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services
25 through this Agreement, paid and unpaid, including those identified in Paragraph 13 of Exhibit A
26 (hereinafter referred to as "Personnel").

27 27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
28 Personnel providing services hereunder, including résumés and job applications. Changes to the

1 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
2 and/or job application. The list shall include:

3 27.2.1 Names and dates of birth of all Personnel by title, whose direct services are
4 required to provide the programs described herein;

5 27.2.2 A brief description of the functions of each position and the hours each
6 person works each week, or for part-time Personnel, each day or month, as appropriate;

7 27.2.3 The professional degree, if applicable, and experience required for each
8 position; and

9 27.2.4 The language skill, if applicable, for all Personnel.

10 27.3 Where authorized by law, and in a manner consistent with California Government
11 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
12 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
13 offenses. Information discovered subsequent to the hiring or promotion of any prospective
14 Personnel shall be cause for termination from the performance of services under this Agreement.

15 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
16 a clearance on the following public websites of the names and dates of birth for all Personnel who
17 will have direct, interactive contact with clients served through this Agreement: U.S. Department
18 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
19 Registry (www.meganslaw.ca.gov).

20 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
21 a criminal record background check on all Personnel who will have direct, interactive contact with
22 clients served through this Agreement. Background checks conducted through the California
23 Department of Justice shall include a check of the California Central Child Abuse Index, when
24 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
25 performance of services under this Agreement.

26 27.6 CONTRACTOR shall ensure that clearances and background checks described in
27 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing
28 services under this Agreement.

1 27.7 In the event a record is revealed through the processes described in Subparagraphs
2 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
3 Personnel providing services through this Agreement.

4 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
5 provide services under this Agreement have satisfactory past work records and/or reference checks
6 indicating their ability to perform the required duties and accept the kind of responsibility
7 anticipated under this Agreement. CONTRACTOR shall maintain records of background
8 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
9 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
10 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
11 are completed, whichever is later, in compliance with all applicable laws.

12 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
13 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
14 Personnel performing services under this Agreement, when such information becomes known to
15 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
16 provide services under this Agreement and shall provide notice of such determination to
17 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
18 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

19 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
20 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

21 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
22 from the performance of services under this Agreement. At the request of COUNTY,
23 CONTRACTOR shall immediately replace said Personnel.

24 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated
25 for cause from working on this Agreement.

26 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
27 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
28 terms and conditions of this Agreement.

1 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

16 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

27 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
28 LAW

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

5 31. CONFIDENTIALITY

6 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
7 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
8 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
9 now exist or be hereafter amended.

10 31.2 All records and information concerning any and all persons referred to
11 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
12 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
13 individuals performing services under this Agreement. CONTRACTOR shall require all of its
14 employees, agents, subcontractors, and all other individuals performing services under this
15 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
16 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
17 of this Agreement.

18 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
19 other individuals performing services under this Agreement of this provision and that any person
20 violating the provisions of said California state law may be guilty of a crime.

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

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

27 31.5.1 No access, disclosure, or release of information regarding a child who is the
28 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is

1 in doubt, no such information shall be released without the written approval of a Judge of the
2 Juvenile Court.

3 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
4 before allowing any child to be interviewed, photographed, or recorded by any publication or
5 organization, or to appear on any radio, television, or internet broadcast or make any other public
6 appearance. Such approval shall be requested through child's Social Worker.

7 32. SECURITY

8 32.1 Security Requirements

9 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
10 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
11 confidentiality that currently exists or exists at any time during the term of this Agreement.
12 CONTRACTOR represents and warrants that it has implemented and will maintain during the
13 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
14 private and confidential client information, to protect against anticipated threats to the security or
15 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
16 use of COUNTY data. Such safeguards and controls shall include at a minimum:

17 32.1.1.1 Storage of confidential paper files that ensures records are
18 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

19 32.1.1.2 Control of access to physical and electronic records to ensure
20 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
21 services.

22 32.1.1.3 Control to prevent unauthorized access and to prevent
23 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

24 32.1.1.4 Firewall protection.

25 32.1.1.5 Use of encryption methods of electronic COUNTY data while
26 in transit from CONTRACTOR networks to external networks, when applicable.

27 32.1.1.6 Measures to securely store all COUNTY data, including, but not
28 be limited to, encryption at rest and multiple levels of authentication and measures to ensure

1 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
2 CONTRACTOR further represents and warrants that it has implemented and will maintain during
3 the term of this Agreement administrative, technical, and physical safeguards and controls
4 consistent with State and federal security requirements.

5 32.2 Security Breach Notification

6 32.2.1 CONTRACTOR shall have policies and procedures in place for the
7 effective management of Security Breaches, as defined below. In the event of any actual,
8 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
9 experiences or learns of that either compromises or could reasonably be expected to comprise
10 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security
11 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
12 notification, CONTRACTOR shall, at its own expense, immediately:

13 32.2.1.1 Investigate to determine the nature and extent of the Security
14 Breach.

15 32.2.1.2 Contain the incident by taking necessary action, including, but
16 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
17 security.

18 32.2.1.3 Report to COUNTY the nature of the Security Breach, the
19 COUNTY data used or disclosed, the person who made the unauthorized use or received the
20 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
21 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
22 take to prevent future similar unauthorized use or disclosure.

23 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
24 determine what actions are necessary in response to the Security Breach and who will perform
25 these actions. Actions may include, but are not limited to: notifications; investigation and
26 remediation costs, including notification of all whose personal information was disclosed; outside
27 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
28 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall

1 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
2 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
3 required actions.

4 33. COPYRIGHT ACCESS

5 The CDSS and COUNTY will have a royalty-free, nonexclusive, and irrevocable license
6 to publish, translate, or use, now and hereafter, all material developed under this Agreement,
7 including those covered by copyright.

8 34. WAIVER

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

15 35. SERVICES DURING EMERGENCY AND/OR DISASTER

16 35.1 CONTRACTOR acknowledges that service usage may surge during or after an
17 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
18 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
19 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
20 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
21 described above may require resources or support beyond the local government's capability and
22 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
23 council, county board of supervisors, or state) and may be declared at the federal level by the
24 President of the United States.

25 35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
26 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY
27 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
28 include, but are not limited to: providing services at different location(s), assigning staff to work

1 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents
2 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and
3 prioritizing services for staff as requested by COUNTY.

4 35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
5 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.
6 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary
7 expenditures provided during or after an emergency/disaster shall be calculated by the same rates
8 that apply during non-emergency/disaster conditions.

9 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

10 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
11 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
12 commercial advertisement, promotional purposes, announcements, displays, or press releases,
13 without COUNTY's prior written consent is expressly prohibited.

14 36.2 CONTRACTOR may develop and publish information related to this Agreement
15 where all of the following conditions are satisfied:

16 36.2.1 ADMINISTRATOR provides its written approval of the content and
17 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
18 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

19 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
20 a statement that the program, wholly or in part, is funded through County and State funds;

21 36.2.3 The information does not give the appearance that the COUNTY, its
22 officers, employees, or agencies endorse:

23 36.2.3.1 Any commercial product or service; and

24 36.2.3.2 Any product or service provided by CONTRACTOR, unless
25 approved in writing by ADMINISTRATOR; and

26 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
27 or other publicly available social media sites) to publish information related to this Agreement,
28 CONTRACTOR shall develop social media policies and procedures and have them available to

1 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
2 and Procedures as they pertain to any social media developed in support of the services described
3 within this Agreement. The policy is available on the Internet at
4 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

5 37. REPORTS

6 37.1 CONTRACTOR shall provide information deemed necessary by
7 ADMINISTRATOR to complete any State-required reports related to the services provided under
8 this Agreement.

9 37.2 CONTRACTOR shall maintain records and submit reports containing such data
10 and information regarding the performance of CONTRACTOR's services, costs, or other data
11 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
12 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
13 written notice to CONTRACTOR.

14 38. ENERGY EFFICIENCY STANDARDS

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

17 39. ENVIRONMENTAL PROTECTION STANDARDS

18 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401
19 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and
20 Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR),
21 as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR
22 assures that:

23 39.1 No facility to be utilized in the performance of the proposed grant has been listed
24 on the EPA List of Violating Facilities;

25 39.2 It will notify COUNTY prior to award of the receipt of any communication from
26 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
27 grant is under consideration to be listed on the EPA List of Violating Facilities; and

28 39.3 It will notify COUNTY and EPA about any known violation of the above laws and

1 regulations.

2 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
3 CERTAIN FEDERAL TRANSACTIONS

4 40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
5 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
6 by the Office of Management and Budget (OMB) and published in the Federal Register dated
7 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
8 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
9 contain, and CONTRACTOR must certify compliance utilizing a form provided by
10 ADMINISTRATOR that cites the following:

11 40.1.1 The definitions and prohibitions contained in the clause at Federal
12 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
13 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
14 B of this certification.

15 40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
16 knowledge and belief as of December 23, 1989, that

17 40.1.2.1 No federal appropriated funds have been paid or will be paid to
18 any person for influencing or attempting to influence an officer or employee of any agency, a
19 Member of Congress, an officer or employee of Congress, or an employee of a Member of
20 Congress on his or her behalf in connection with the awarding of any federal contract, the making
21 of any federal grant, the making of any federal loan, the entering into of any cooperative
22 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
23 contract, grant, loan or cooperative agreement;

24 40.1.2.2 If any funds other than federal appropriated funds (including
25 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
26 person for influencing or attempting to influence an officer or employee of any agency, a Member
27 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
28 or her behalf in connection with this solicitation, the offeror shall complete and submit with its

1 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
2 and

3 40.1.2.3 He or she will include the language of this certification in all
4 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
5 \$100,000 shall certify and disclose accordingly.

6 40.1.3 Submission of this certification and disclosure is a prerequisite for making
7 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
8 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
9 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
10 and not more than \$100,000, for each such failure.

11 41. POLITICAL ACTIVITY

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

15 42. TERMINATION PROVISIONS

16 42.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
17 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
18 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
19 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
20 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
21 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
22 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
23 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
24 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

25 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
26 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
27 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
28 and pertinent documents. The Transition Period may be modified as agreed upon in writing by

1 the parties. During the Transition Period, service and data access shall continue to be made
2 available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in
3 extracting and/or transitioning all data in the format determined by COUNTY.

4 42.3 In the event of termination of this Agreement, cessation of business by
5 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
6 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
7 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
8 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
9 Agreement.

10 42.4 The obligations of COUNTY under this Agreement are contingent upon the
11 availability of federal and/or State funds, as applicable, for the reimbursement of
12 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
13 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
14 remains in effect or operation. In the event that such funding is terminated or reduced,
15 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
16 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
17 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
18 notification of such determination. CONTRACTOR shall immediately comply with
19 ADMINISTRATOR's decision.

20 42.5 If any term, covenant, condition, or provision of this Agreement or the application
21 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
22 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
23 thereby.

24 43. GOVERNING LAW AND VENUE

25 This Agreement has been negotiated and executed in the State of California and shall be
26 governed by and construed under the laws of the State of California, without reference to conflict
27 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
28 and exclusive venue shall be a court of competent jurisdiction located in Orange County,

1 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
2 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
3 to waive any and all rights to request that an action be transferred for trial to another county.

4 44. SIGNATURE IN COUNTERPARTS

5 44.1 The parties agree that separate copies of this Agreement may be signed by each of
6 the parties, and this Agreement will have the same force and effect as if the original had been
7 signed by all the parties.

8 44.2 CONTRACTOR represents and warrants that the person executing this Agreement
9 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
10 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
11 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

3 By: Maura Byron By: _____
4 MAURA BYRON CHAIRWOMAN
5 EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS
6 FAMILY SUPPORT NETWORK COUNTY OF ORANGE, CALIFORNIA

7 Dated: May 18, 2020 Dated: _____
8

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10
11 SIGNED AND CERTIFIED THAT A COPY OF THIS
12 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
13 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
14 ATTEST:

15
16 _____
17 ROBIN STIELER
18 Clerk of the Board
19 Orange County, California

20
21
22
23 APPROVED AS TO FORM
24 COUNTY COUNSEL
25 COUNTY OF ORANGE, CALIFORNIA
26 By: Carolyn J. Frost
27 DEPUTY

28 Dated: 05/21/20

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EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
FAMILY SUPPORT NETWORK
FOR THE PROVISION OF PARENT MENTOR SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide Parent Mentor Services to clients referred by Social Services Agency (SSA). Clients include parents who have an open Juvenile Dependency case due to substantiated allegations of abuse, such as physical abuse, sexual abuse, and general neglect. The population to be served as defined in this Paragraph shall hereinafter be referred to as “CLIENTS/CLIENTS.”

2. DEFINITIONS

2.1 Case Plan: A document created in collaboration between CLIENT and the assigned social worker to address the CLIENT’s needs and the reasons that brought CLIENT’s child(ren) to the attention of the Juvenile Dependency Court, and under which services are made available to the CLIENT to help resolve the situation that led to the initial removal of the child(ren). Once the case plan has been approved and ordered by the Juvenile Dependency Court, CLIENT must satisfactorily comply with the services in order to reunify with their child(ren).

2.2 Children & Family Services (CFS): A Division under SSA that provides services designed to protect children from abuse and neglect, and provides services to at risk families.

2.3 Child and Family Team (CFT): A group of individuals convened by CFS and engaged through a variety of team-based processes to identify the strengths and needs of the child and their family, and to help achieve positive outcomes for safety, permanency, and well-being.

2.4 Family Resource Center (FRC): A family-friendly, community-based site that

1 provides access to comprehensive preventative and treatment oriented social, educational, and
2 health services for all families.

3 2.5 My Action Plan (MAP): A working document that precedes a CLIENT's court
4 ordered case plan. The MAP is developed collaboratively between the referring social worker and
5 CLIENT and contains goals and/or tasks that address the issues that brought CLIENT's child(ren)
6 to the attention of the Juvenile Dependency Court. The MAP is provided to CONTRACTOR by
7 the referring social worker.

8 2.6 Parent Mentor Services: A program developed to partner CLIENTS with Parent
9 Mentors who will provide support, encouragement, and coaching to CLIENTS as CLIENTS
10 progress through the reunification process.

11 2.7 Parent Mentors: Parents who have been involved in the Juvenile Dependency
12 system and have successfully reunified with their children. These parents completed an Orange
13 County Juvenile Court ordered case plan, which included services intended to help resolve the
14 situation that led to the initial removal of the children.

15 2.8 Parent Support Group: A support group for CLIENTS with similar experiences and
16 concerns. Through support, information, and education, CLIENTS are provided with a variety of
17 tools to help them successfully cope with challenges they are facing.

18 2.9 Parent Orientation to Juvenile Dependency: An orientation held daily at Lamoreaux
19 Justice Center for CLIENTS to attend prior to their first Juvenile Dependency proceeding. The
20 orientation is co-facilitated by the Parent Engagement Coordinator or CFS approved staff and a
21 Parent Mentor, and guides CLIENTS through what they might expect while navigating the
22 Juvenile Dependency system.

23 2.10 Safety Organized Practice (SOP): A collaborative practice approach that
24 emphasizes the importance of teamwork in child welfare with the central belief that all families
25 have strengths, and those strengths are built on during case planning.

26 2.11 Trauma-Informed Approach: A response model that fully integrates knowledge
27 about trauma into interventions and engagement strategies.

28 3. WORKLOAD STANDARDS

1 3.1 CONTRACTOR’s workload standards with respect to Exhibit A to this Agreement
2 are as follows:

3 3.1.1 Provide Parent Mentor Services for a minimum of twelve (12) weeks and
4 maximum of six (6) months per referred CLIENT while CLIENT navigates the court ordered case
5 plan. Services may be extended with advance written approval and at the discretion of
6 ADMINISTRATOR.

7 3.1.2 Upon receiving the initial referral, attempt to contact each referred CLIENT
8 within two (2) business days from the date CONTRACTOR receives the initial referral. Upon
9 contacting CLIENT, assign CLIENT to a Parent Mentor, or link CLIENT to the Parent Support
10 Group should a Parent Mentor be unavailable due to full capacity.

11 3.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify
12 workload standards as set forth in this Paragraph and as authorized by ADMINISTRATOR,
13 without reducing the level of service to be provided by CONTRACTOR.

14 4. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

15 4.1 The primary goals of Parent Mentor Services are to:

16 4.1.1 Provide support and assistance to CLIENTS with an open Juvenile
17 Dependency case so they may successfully reunify with their children.

18 4.1.2 Assist CLIENTS with navigating through the Juvenile dependency process.

19 4.1.3 Assist CLIENTS with developing a safety network (or circle of support),
20 and encourage CLIENTS to build their protective capacities (i.e., CLIENT’s ability to protect their
21 child).

22 4.1.4 Coach CLIENTS on how to improve communications with others (e.g.,
23 children, Juvenile Dependency Court, etc.).

24 4.1.5 Collaborate with ADMINISTRATOR to achieve Parent Mentor Services
25 goals.

26 4.2 CONTRACTOR shall integrate the following strategies in providing services:

27 4.2.1 Partner CLIENTS with Parent Mentors who successfully reunified with
28 their children.

1 4.2.2 Encourage compliance with CLIENTS MAP and case plan.

2 4.2.3 Provide services that are family-focused.

3 4.2.4 Provide culturally responsive services for the population served.

4 4.2.5 Utilize language consistent with the SOP approach, a collaborative practice
5 used by SSA Social Workers.

6 4.2.6 Provide services that promote trauma-informed intervention and
7 engagement strategies.

8 4.3 CONTRACTOR shall be required to achieve the following outcomes:

9 4.3.1 Contact attempts shall be made to one hundred percent (100%) of CLIENTS
10 within one (1) business day from being assigned to a Parent Mentor.

11 4.3.2 Document initial contact efforts for one hundred percent (100%) of
12 CLIENTS assigned to a Parent Mentor.

13 4.3.3 Link one hundred percent (100%) of referred CLIENTS to community
14 resources.

15 4.3.4 Provide two (2) monthly face-to-face contacts to a minimum of eighty
16 percent (80%) of referred CLIENTS.

17 4.3.5 Provide one (1) weekly contact to a minimum of eighty percent (80%) of
18 referred CLIENTS.

19 5. HOURS OF OPERATION

20 5.1 CONTRACTOR shall provide services during hours that are responsive to the
21 needs of the target population(s) as determined by ADMINISTRATOR. At a minimum,
22 CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m.
23 except COUNTY holidays as established by the Orange County Board of Supervisors. However,
24 CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.
25 CONTRACTOR shall also provide services a minimum of two (2) weeknights per week, until 8:00
26 p.m., Monday through Friday, by phone, in the office, and at community locations.

27 5.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule
28 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,

1 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
2 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall
3 obtain prior, written approval from ADMINISTRATOR for any closure outside of COUNTY's
4 holiday schedule and the hours listed in Subparagraph 5.1 of this Exhibit A. Any unauthorized
5 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall
6 not be reimbursed.

7 6. TRAINING

8 6.1 CONTRACTOR shall ensure a minimum of eight (8) hours of in-service training
9 per year is completed by direct service staff. Training topics may include, but are not limited to:

10 6.1.1 Overviews of trauma-informed and SOP approaches.

11 6.1.2 Subjects related to child abuse prevention and intervention.

12 6.1.3 Topics related to the benefits of father engagement.

13 6.1.4 Methods of accessing resources, such as transportation, housing, nutrition,
14 medical, and other basic needs.

15 6.1.5 Topics related to Second Hand Trauma.

16 6.2 CONTRACTOR shall attend training(s) on various types of abuse, including, but
17 not limited to, alcohol, drug, sexual, physical, and neglect issues, and other trainings required by
18 ADMINISTRATOR.

19 7. SERVICES

20 CONTRACTOR shall:

21 7.1 Use a variety of methods to recruit potential Parent Mentors, including, but not
22 limited to, social services events, Family Resource Centers (FRCs), and websites.

23 7.2 Screen, hire, and train successfully reunified parents to assume various Parent
24 Mentor roles.

25 7.3 Partner Parent Mentors with CLIENTS to facilitate applicable Dependency case
26 plan goals.

27 7.4 Match CLIENTS with Parent Mentors in a linguistically and culturally responsive
28 manner, with consideration for, common interests, and capabilities.

1 7.4.1 Parent Mentors shall serve both mother and father CLIENTS.

2 7.5 Ensure Parent Mentors make a minimum of three (3) initial contact attempts for
3 each assigned CLIENT. Contact attempts shall be made on different days and at different times
4 of the day.

5 7.5.1 Parent Mentors shall document efforts and notify the assigned social worker
6 of unsuccessful attempts made prior to ending a CLIENT's referral due to no contact.

7 7.6 Set clear expectations and ethical guidelines to ensure Parent Mentors, who are in
8 recovery, maintain clear boundaries with CLIENTS (e.g., not providing housing or temporary
9 shelter for CLIENT, no exchange of gifts or money with CLIENT, etc.).

10 7.7 Implement mechanisms to check in regularly with Parent Mentors and provide
11 support (e.g., processing group for Parent Mentors).

12 7.7.1 Support may include, but not be limited to, ongoing Second Hand Trauma
13 Training and providing an outlet where Parent Mentors can process and discuss their feelings with
14 a support provider (e.g., therapist).

15 7.8 Conduct face-to-face visits with CLIENTS a minimum of two (2) times per month.

16 7.9 Provide other contacts and communications with CLIENTS (e.g., text, email, phone
17 call, etc.) on a weekly basis at minimum.

18 7.10 Encourage CLIENTS to fulfill MAP and court ordered case plan, including case
19 plan activities and case plan service objectives, to support CLIENT's efforts in reunification.

20 7.11 Coach CLIENTS on what to expect throughout the Dependency process.

21 7.12 Coach CLIENTS for, and provide emotional support to CLIENTS at, CFT
22 meetings, court hearings, and other services.

23 7.13 Assist CLIENTS with connecting to integrated, coordinated, and easily accessible
24 community resources.

25 7.14 Follow up with CLIENTS to ensure linkages are successful and notify the referring
26 social worker of efforts made.

27 7.15 Communicate weekly with the referring social worker to ensure there is agreement
28 on the resources and support offered to CLIENTS.

1 7.16 Develop, implement, and maintain a support and resource phone line to provide
2 confidential, one-on-one assistance and support in English and Spanish.

3 7.17 Assign all Parent Mentors to staff the support and resource phone line by receiving
4 incoming calls, retrieving voicemails, returning calls, and documenting calls on a log sheet.

5 7.18 Co-lead daily Parent Orientation meetings with ADMINISTRATOR, as requested
6 by ADMINISTRATOR.

7 7.19 Facilitate a minimum of three (3) annual Parent Support Group meeting series, or
8 more frequently as requested by ADMINISTRATOR. Each Parent Support Group series shall be
9 comprised of eight (8) weekly sessions. Each weekly session shall be a minimum of one (1) hour
10 in duration.

11 7.20 Provide Parent Support Group meetings that are co-facilitated by a Parent Mentor
12 father and mother, as requested by ADMINISTRATOR.

13 7.21 Promote Parent Support Group meetings to all CLIENTS including those who are
14 on the waitlist for Parent Mentor Services, who call the support and resource phone line, and who
15 attend Parent Orientation, and also by distributing flyers to the community.

16 7.22 Conduct presentations to SSA (e.g., overview of available services, success stories,
17 effective collaboration strategies), as requested by ADMINISTRATOR.

18 8. ADDITIONAL CONTRACTOR RESPONSIBILITIES

19 In addition to providing the services described in Paragraph 7 of this Exhibit A,
20 CONTRACTOR agrees to:

21 8.1 Participate in meetings at SSA facilities and/or other community locations, as
22 requested by ADMINISTRATOR.

23 8.2 Attend planning and evaluation meetings with SSA on a quarterly basis or as
24 requested by ADMINISTRATOR.

25 8.3 Attend SSA community stakeholder meetings, with goal of providing the parent's
26 perspective, as requested by ADMINISTRATOR.

27 8.4 Appear and testify at Juvenile Court hearings when requested by SSA.

28 9. FACILITIES

1 9.1 Administrative services under this Agreement shall be provided at:

2 Family Support Network
3 1894 N. Main Street
4 Orange, CA 92865

5 9.2 Parent Mentor Services shall be provided in community locations throughout
6 Orange County that are convenient and accessible to CLIENTS, including but not limited to, FRCs.

7 9.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the
8 facility(ies) and location(s) where services shall be provided without changing COUNTY's
9 maximum obligation.

10 10. REPORTS

11 10.1 CONTRACTOR shall prepare and submit to designated COUNTY's CFS staff
12 written reports in a format approved by ADMINISTRATOR, including, but not limited to:

13 10.1.1 A Monthly Statistical Report by the tenth (10th) calendar day of each month
14 for services provided in the preceding month.

15 10.1.2 A Support and Resource Phone Line Activity Report by the tenth (10th)
16 calendar day of each month for services provided in the preceding month.

17 10.1.3 Pre and post survey results by the tenth (10th) calendar day of each month
18 for CLIENTS who completed services in the preceding month.

19 10.1.4 Satisfaction survey results by the tenth (10th) calendar day of the month
20 following the end of each quarter. Quarters are defined as follows: July through September;
21 October through December; January through March; and April through June.

22 10.2 CONTRACTOR shall provide ADMINISTRATOR access to reports and survey
23 results to assess accuracy of data collection and reporting.

24 10.3 ADMINISTRATOR may add, delete, waive, or otherwise modify individual
25 reporting requirements as stated in this Paragraph.

26 11. QUALITY ASSURANCE/QUALITY CONTROL

27 11.1 Utilization Review

28 11.1.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least

1 semi-annually to review and evaluate a random selection of CLIENT case records. The review
2 may include, but is not limited to, an evaluation of the necessity and appropriateness of services
3 provided and length of services. CLIENT cases to be reviewed shall be randomly selected by
4 ADMINISTRATOR and include both open and closed cases.

5 11.1.2 ADMINISTRATOR will conduct a Utilization Review (UR) at
6 CONTRACTOR's facility referenced in Paragraph 9 of this Exhibit A, with date and time
7 determined at ADMINISTRATOR's discretion. ADMINISTRATOR will provide oral and/or
8 written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of
9 the UR and take corrective action accordingly.

10 11.1.3 In the event CONTRACTOR, ADMINISTRATOR, and COUNTY's CFS
11 staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of
12 opinion regarding the necessity and appropriateness of services and length of services, the dispute
13 shall be submitted to COUNTY's Director of CFS for final resolution. Nothing in this
14 subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Agreement.

15 11.2 Monthly Case Reviews

16 11.2.1 CONTRACTOR shall conduct Monthly Case Reviews in which direct
17 service staff presents selected cases for discussion. Topics to be discussed may include family
18 dynamics, family genogram, case challenges, successful service delivery strategies, resources
19 utilized, and outcomes. CONTRACTOR will notify the CFS Program Liaison and referring social
20 worker of the case(s) to be discussed, a minimum of two (2) weeks in advance, to afford the
21 referring social worker an opportunity to participate.

22 11.3 Surveys

23 11.3.1 CONTRACTOR shall administer pre and post surveys, digitally, by phone,
24 or in-person, to each referred CLIENT. Survey results will demonstrate CLIENT's progress
25 towards noted MAP goal(s) and/or court ordered case plan activities and reunification.

26 11.3.2 CONTRACTOR shall administer satisfaction surveys, on a monthly basis,
27 to a random sampling of at least five (5) referring social workers.

28 12. BUDGET FOR PARENT MENTOR SERVICES

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

STAFFING AND BENEFITS:

	<u>Position</u> <u>Type</u> ⁽¹⁾	<u>Maximum</u> <u>Hourly</u> <u>Rate</u> ⁽²⁾	<u>FTEs</u> ⁽³⁾	<u>Amount</u>
<u>STAFFING</u>				
Parent Mentor Services Coordinator	D	\$22.50	1.00	
Parent Mentors ⁽⁴⁾	D	16.25	6.00	
Executive Director	A	38.46	0.15	
Staffing Subtotal				\$261,600
EMPLOYEE BENEFITS ⁽⁵⁾				\$ 35,400
TOTAL STAFFING AND EMPLOYEE BENEFITS				\$297,000
<u>SERVICES AND SUPPLIES</u> ⁽⁶⁾				
TOTAL SERVICES AND SUPPLIES				\$ 42,535
<u>OPERATING EXPENSES</u> ⁽⁷⁾				
TOTAL OPERATING EXPENSES				\$ 17,716
SUBTOTAL STAFFING, BENEFITS, SERVICES, SUPPLIES, AND OPERATING EXPENSES				\$357,251
TOTAL ANNUAL BUDGET				\$357,251

(1) Position Types are classified as "D" for Direct or "A" for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.

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

(3) 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.

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

4 (4) A minimum of thirty-three percent (33%) Parent Mentor positions shall be filled with
5 staff who are fathers. A minimum of seventy-five percent (75%) Parent Mentor positions shall be
6 filled with bilingual staff (e.g., Spanish, Vietnamese, or other threshold language) as determined
7 by ADMINISTRATOR.

8 (5) Employee Benefits include contributions to 401k or retirement plans; health insurance;
9 dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA,
10 Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based
11 on the currently prevailing rates; and expense for accrued vacation time payout, for a separated
12 employee, limited to the actual vacation time accrued during the fiscal year in which the expense
13 is claimed, minus the actual vacation time used by the employee during said fiscal year. The Direct
14 Service benefit rate shall not exceed thirteen and fifty-four hundredths percent (13.54%) of the
15 actual salary expense claimed. The Administrative Service benefit rate shall not exceed thirteen
16 and forty-seven hundredths percent (13.47%) of the actual salary expense claimed.

17 (6) Services and Supplies include costs related to independent audit, accounting consultant,
18 office expenses, program expenses, telephone, mileage as limited to the amount allowed by IRS,
19 payroll processing fees, postage, and IT support/virus protection.

20 (7) Operating Expenses include costs related to facility lease/rental and insurance.

21 12.2 Expenses for extra pay, including, but not limited to, overtime, stipends, bonuses,
22 staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement
23 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an
24 exception and may be approved, on a case-by-case basis, at the sole discretion of
25 ADMINISTRATOR.

26 12.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
27 notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE
28 positions without changing COUNTY's maximum obligation as stated in Subparagraph 20.1 of

1 this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in
 2 accordance with Subparagraph 42.4 of this Agreement, in the event ADMINISTRATOR reduces
 3 the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and
 4 ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as
 5 set forth in this Exhibit. Failure to obtain advance written approval for any proposed Budget
 6 Modification Request may result in disallowance of reimbursement for those costs.

7 12.4 In the event the budget shown in Subparagraph 12.1 of this Exhibit is modified, the
 8 modified budget shall remain in effect for the remainder of the contract term, unless superseded
 9 by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR.
 10 For example, if Budget Modification #1 is approved on August 15, 2020, the modified budget will
 11 remain in effect until Budget Modification #2 is requested and approved in writing. The annual
 12 budget beginning on July 1st of each Agreement year shall be identical to the most recently
 13 modified annual budget.

14 13. STAFF

15 CONTRACTOR shall provide the following described staff positions:

16 13.1 Parent Mentor Services Coordinator

17 Duties

18 13.1.1 Provide direct supervision to Parent Mentors, serve as the liaison to SSA,
 19 and provide program oversight.

20 13.1.2 Assist Parent Mentors with day-to-day issues that arise.

21 13.1.3 Provide a minimum of one (1) hour of face-to-face individual weekly
 22 supervision per Parent Mentor.

23 13.1.4 Provide a minimum of two (2) hours of monthly group supervision meeting
 24 for Parent Mentors, and include a training component at each meeting.

25 13.1.5 Conduct performance evaluations and monitor workloads for Parent
 26 Mentors.

27 13.1.6 Review, match, and assign referrals to the most appropriate Parent Mentor.

28 13.1.7 Ensure Parent Mentors are completing required file documentation and

1 meeting all ADMINISTRATOR and CLIENT contact requirements.

2 13.1.8 Recruit, screen, hire, and train new Parent Mentors.

3 13.1.9 Conduct quantitative and qualitative evaluation surveys by phone with
4 CLIENTS and referring social worker on Parent Mentor Services, and document survey results.

5 13.1.9.1 Interface with SSA's Research Unit and provide data needed to
6 compile reports as referenced in Subparagraph 10.1 of Exhibit A.

7 13.1.10 Attend Parent Orientations when a Parent Mentor is unavailable.

8 13.1.11 Assist with facilitating Parent Support Groups.

9 13.1.12 Participate in planning and evaluation meetings with ADMINISTRATOR.

10 13.1.13 Attend, and identify a Parent Mentor representative to attend, SSA
11 community stakeholder meetings as requested by ADMINISTRATOR.

12 Qualifications

13 13.1.14 Bachelor's Degree in human services or related field.

14 13.1.15 A minimum of one (1) year of experience working with youth and families
15 in a social services setting.

16 13.2 Parent Mentor

17 Duties

18 13.2.1 Provide support, information, and referral services to CLIENTS.

19 13.2.2 Assist CLIENTS with accessing mental health, social, and educational
20 services; and other supports as identified in the MAP and/or court ordered case plan.

21 13.2.3 Assist and support CLIENTS with completing mandated case plans.

22 13.2.4 Staff the support and resource phone line during scheduled times each week.

23 13.2.5 Research and maintain updated community resource information.

24 13.2.6 Maintain notes, tracking forms, and all other required CLIENT
25 documentation.

26 13.2.7 Attend CFT meetings, trainings, workgroups, Parent Orientations, and
27 presentations, as requested by ADMINISTRATOR and the Parent Mentor Coordinator.

28 13.2.8 Establish and maintain effective working relationships with community

1 partners including ADMINISTRATOR.

2 13.2.9 Establish and maintain cooperative and effective working relationships with
3 fellow Parent Mentors and the Parent Mentor Coordinator.

4 Qualifications

5 13.2.10 Experience as a parent with past involvement with the Juvenile
6 Dependency system and successfully reunified with their children, as vetted by
7 ADMINISTRATOR.

8 13.2.11 Possesses knowledge of community resources.

9 13.2.12 Excellent written and oral communication skills including phone
10 communication in English is required and bilingual in a language that is responsive to CLIENT's
11 needs is preferred.

12 13.3 Executive Director

13 Duties

14 13.3.1 Oversee and coordinate the day-to-day operations of the Parent Mentor
15 Services program.

16 13.3.2 Monitor the Parent Mentor Services program budget.

17 13.3.3 Ensure all contractual and program requirements of the Agreement are met.

18 13.3.4 Address programmatic issues and provide guidance on concerns with
19 personnel.

20 13.3.5 Provide supervision and guidance to the Parent Mentor Coordinator.

21 Qualifications

22 13.3.6 Bachelor's degree in human services, sociology, social work, or related
23 field.

24 13.3.7 A minimum of five (5) years of experience working with youth and families
25 in a social services setting.

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