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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 1<sup>st</sup> 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. ~~CONTRACTOR and ADMINISTRATOR may mutually agree in  
7 writing to extend the term of this Agreement, for up to twelve (12) additional months upon the  
8 same terms and conditions, provided that COUNTY's maximum obligation as stated in  
9 Subparagraph 20.1 of this Agreement does not increase as a result.~~

2. ALTERATION OF TERMS

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

16 2.2 The various headings, numbers, and organization herein are for the purpose of  
17 convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

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

26 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or  
27 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY  
28 employees.

1           4.     DESCRIPTION OF SERVICES

2           4.1     CONTRACTOR agrees to provide those services, facilities, equipment, and  
3 supplies, as described in the Exhibit A to the Agreement between County of Orange and Family  
4 Support Network, for the Provision of Parent Mentor Services, attached hereto and incorporated  
5 herein by reference. CONTRACTOR shall operate continuously throughout the term of this  
6 Agreement with the number and type of staff described and as required for provision of services  
7 hereunder.

8           4.2     Subject to thirty (30) days advance written notice, ADMINISTRATOR may require  
9 changes in staffing allocations to reflect current workload demands or service needs as long as  
10 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

11          4.3     Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
12 staff to attend an orientation session and subsequent training sessions given by COUNTY.

13          5.     LICENSES AND STANDARDS

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

25          5.2     In the performance of this Agreement, CONTRACTOR shall comply with all  
26 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code  
27 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform  
28 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and

1 all applicable laws and regulations of the United States, State of California, County of Orange, and  
2 County of Orange Social Services Agency, and all administrative regulations, rules, and policies  
3 adopted thereunder, as each and all may now exist or be hereafter amended.

4 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,  
5 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
6 federal financial assistance programs and/or activities.

7 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

8 6.1 Delegation and Assignment

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

16 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
17 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
18 for the provision of services under the Agreement.

19 6.2 Change of Ownership

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

25 7. SUBCONTRACTS

26 7.1 CONTRACTOR shall not subcontract for services under this Agreement without  
27 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
28 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of

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

4 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

5 8.1 Form of Business Organization

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

9 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,  
10 partnership, corporation, etc.

11 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way  
12 of ownership or otherwise, to any parent organization or individual.

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

17 8.2 Change in Form of Business Organization

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

24 8.3 Name Change

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

1 status upon request by COUNTY.

2 9. NON-DISCRIMINATION

3 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not  
4 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of  
5 services or benefits, assignment of accommodations, treatment, evaluation, employment of  
6 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
7 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
8 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
9 status, or any other protected group, in accordance with the requirements of all applicable federal  
10 or State laws.

11 9.2 CONTRACTOR shall furnish any and all information requested by  
12 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
13 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
14 ~~109~~ et seq.

15 9.3 Non-Discrimination in Employment

16 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
17 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
18 Department of Labor regulations (Title 41 CFR Part 60).

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

27 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a  
28 formal discrimination complaint to:

1 California Department of Fair Employment  
2 2218 Kausen Drive, Suite 100  
3 Elk Grove, CA 95758  
4 Telephone: (800) 884-1684  
5 (800) 700-2320 (TTY)

6 9.4 Non-Discrimination in Service Delivery

7 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights  
8 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age  
9 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in  
10 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as  
11 amended; California Civil Code Section 51 et seq., as amended; California Government Code  
12 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
13 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the  
14 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the  
15 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State  
16 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title  
17 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
18 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter  
19 amended. CONTRACTOR shall not implement any administrative methods or procedures which  
20 would have a discriminatory effect or which would violate the California Department of Social  
21 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there  
22 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other  
23 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any  
24 other laws, or the issue may be referred to the appropriate federal agency for further compliance  
25 action and enforcement of Subparagraph 9.4 et seq.

26 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal  
27 complaint any and all information as appropriate:

28 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"

1 (PUB 13)

2 9.4.2.2 Discrimination Complaint Form

3 9.4.2.3 Civil Rights Contacts:

4 County Civil Rights Contact:

5 Orange County Social Services Agency

6 Program Integrity

7 Attn: Civil Rights Coordinator

8 P.O. Box 22001

9 Santa Ana, CA 92702-2001

10 Telephone: (714) 438-8877

11 State Civil Rights Contact:

12 California Department of Social Services

13 Civil Rights Bureau

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

15 Sacramento, CA 94244-2430

16 Federal Civil Rights Contact:

17 U.S. Department of Health and Human Services

18 Office of Civil Rights

19 50 U.N. Plaza, Room 322

20 San Francisco, CA 94102

21 9.4.3 The following websites provide Civil Rights information, publications  
22 and/or forms:

23 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>  
24 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

25 9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->  
26 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*  
27 *Programs*)

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

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

CONTRACTOR: Family Support Network  
1894 N. Main ~~St.~~Street  
Orange, CA 92870

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY

1 INDEMNITEES”) harmless from any claims, demands, or liability of any kind or nature,  
2 including, but not limited to, personal injury or property damage arising from or related to the  
3 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.  
4 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
5 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
6 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
7 Neither party shall request a jury apportionment.

8 13. INSURANCE

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

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

27 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of  
28 Insurance. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically

1 be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's  
2 current audited financial report. \_If CONTRACTOR's SIR is approved, CONTRACTOR, in  
3 addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees  
4 to all of the following:

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

10 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
11 irrespective of any duty to indemnify or hold harmless; and

12 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any and  
13 all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions  
14 shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

15 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full  
16 term of this Agreement, COUNTY may terminate this Agreement.

17 13.5 Qualified Insurer

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

23 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
24 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
25 the company's performance and financial ratings.

26 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide  
27 the minimum limits and coverage as set forth below:

28 Coverage

Minimum Limits

1	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
2	Automobile Liability including coverage for owned,	\$1,000,000 per occurrence
3	non-owned and hired vehicles	
4	Workers' Compensation	Statutory
5	Employer's Liability Insurance	\$1,000,000 per occurrence
6	Network Security & Privacy Liability	\$1,000,000 per claims made
7		
8	Sexual Misconduct Liability	\$1,000,000 per occurrence

9           13.8 Required Coverage Forms

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

13                   13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,  
14 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

15           13.9 Required Endorsements

16                   13.9.1 Commercial General Liability policy shall contain the following  
17 endorsements, which shall accompany the Certificate of Insurance:

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

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

26                   13.9.2 The Network Security and Privacy Liability policy shall contain the  
27 following endorsements which shall accompany the Certificate of Insurance.

28                           13.9.2.1 An Additional Insured endorsement naming the County of

1 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds  
2 for its vicarious liability.

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

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

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

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

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

21 13.14 The Commercial General Liability policy shall contain a severability of interests  
22 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

23 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in  
24 Paragraph 10 of this Agreement.

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

28 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or

1 decrease insurance of any of the above insurance types throughout the term of this Agreement.  
2 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
3 appropriate to adequately protect COUNTY.

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

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

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

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

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

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

24 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or  
25 relating to services performed by CONTRACTOR under this Agreement.

26 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

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

1 Agreement.

2 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
3 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
4 of service location or jurisdiction.

5 15. CONFLICT OF INTEREST

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

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

19 16. ANTI-PROSELYTISM PROVISION

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

24 17. SUPPLANTING GOVERNMENT FUNDS

25 CONTRACTOR shall not supplant any State or COUNTY funds intended for the purposes  
26 of this Agreement with any funds made available under this Agreement. CONTRACTOR shall  
27 not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect  
28 to, that portion of its obligations which have been paid by another source of revenue.

1 CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either  
2 directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State,  
3 or COUNTY funds under any federal, State, or COUNTY program without prior written approval  
4 of ADMINISTRATOR.

5 18. EQUIPMENT

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

14 CONTRACTOR further agrees to the following:

15 18.1.1 To maintain all items of Capital Equipment in good working order and  
16 condition, normal wear and tear excepted.

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

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

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

1           18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in  
2 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the  
3 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's  
4 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for  
5 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if  
6 prior written approval has not been obtained from ADMINISTRATOR.

7           18.3 Computer Equipment

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

11       19. BREACH SANCTIONS

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

16           19.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
17 which period shall be established by ADMINISTRATOR; and/or

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

21           19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
22 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

23           19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
24 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

25       20. PAYMENTS

26           20.1 Maximum Contractual Obligation

27           The maximum obligation of COUNTY under this Agreement shall not exceed the  
28 amount of \$1,071,753, or actual allowable costs, whichever is less. The estimated annual amount

1 for each twelve (12) month period is as follows:

2 20.1.1 \$357,251 for July 1, 2020, through June 30, 2021;

3 20.1.2 \$357,251 for July 1, 2021, through June 30, 2022; and

4 20.1.3 \$357,251 for July 1, 2022, through June 30, 2023.

5 20.2 Allowable Costs

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

12 20.3 Claims

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

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

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

1 supporting documentation.

2 20.3.4 Year-End and Final Claims

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

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

18 21. OVERPAYMENTS

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

1 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this  
2 Paragraph.

3 22. OUTSTANDING DEBT

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

7 23. REVENUE

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

11 23.2 CONTRACTOR is not required to apply grants or gifts which are unrestricted in  
12 use to any cost or expense of CONTRACTOR in which COUNTY participates.

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

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

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

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

24. FINAL REPORT

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

25. INDEPENDENT AUDIT

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

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

26. RECORDS, INSPECTIONS, AND AUDITS

1           26.1   Financial Records

2           26.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
3 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
4 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
5 State, and federal audits are completed, whichever is later.

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

10          26.2   Client Records

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

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

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

26          26.3   Public Records

27          To the extent permissible under the law, all records, including, but not limited to,  
28 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may

1 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

2 26.4 Inspections and Audits

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

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

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

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

21 26.5 Evaluation Studies

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

25 27. PERSONNEL DISCLOSURE

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

1           27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all  
2 Personnel providing services hereunder, including résumés and job applications. Changes to the  
3 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé  
4 and/or job application. The list shall include:

5                   27.2.1 Names and dates of birth of all Personnel by title, whose direct services are  
6 required to provide the programs described herein;

7                   27.2.2 A brief description of the functions of each position and the hours each  
8 person works each week, or for part-time Personnel, each day or month, as appropriate;

9                   27.2.3 The professional degree, if applicable, and experience required for each  
10 position; and

11                   27.2.4 The language skill, if applicable, for all Personnel.

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

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

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

28           27.6 CONTRACTOR shall ensure that clearances and background checks described in

1 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing  
2 services under this Agreement.

3 27.7 In the event a record is revealed through the processes described in Subparagraphs  
4 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
5 Personnel providing services through this Agreement.

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

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

21 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
22 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

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

26 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated  
27 for cause from working on this Agreement.

28 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph

1 ~~30~~27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with  
2 the terms and conditions of this Agreement.

3 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

18 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1           30.    NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
2                    LAW

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

7            31.    CONFIDENTIALITY

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

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

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

23                   31.4    CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
24           to the confidentiality requirements of this Agreement.

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

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

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

9       32.    SECURITY

10           32.1   Security Requirements

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

19                   32.1.1.1 Storage of confidential paper files that ensures records are  
20 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

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

24                   32.1.1.3 Control to prevent unauthorized access and to prevent  
25 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

26                   32.1.1.4 Firewall protection.

27                   32.1.1.5 Use of encryption methods of electronic COUNTY data while  
28 in transit from CONTRACTOR networks to external networks, when applicable.

1                   32.1.1.6 Measures to securely store all COUNTY data, including, but not  
2 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
3 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
4 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
5 the term of this Agreement administrative, technical, and physical safeguards and controls  
6 consistent with State and federal security requirements.

7                   32.2 Security Breach Notification

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

15                   32.2.1.1 Investigate to determine the nature and extent of the Security  
16 Breach.

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

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

25                   32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will  
26 determine what actions are necessary in response to the Security Breach and who will perform  
27 these actions. Actions may include, but are not limited to: notifications; investigation and  
28 remediation costs, including notification of all whose personal information was disclosed; outside

1 investigation; forensics; counsel; crisis management; and credit monitoring. In the event  
2 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
3 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
4 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
5 required actions.

6 33. COPYRIGHT ACCESS

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

10 34. WAIVER

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

17 35. SERVICES DURING EMERGENCY AND/OR DISASTER

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

27 35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust  
28 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY

1 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may  
2 include, but are not limited to: providing services at different location(s), assigning staff to work  
3 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents  
4 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and  
5 prioritizing services for staff as requested by COUNTY.

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

11 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

16 36.2 CONTRACTOR may develop and publish information related to this Agreement  
17 where all of the following conditions are satisfied:

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

21 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
22 a statement that the program, wholly or in part, is funded through County and State funds;

23 36.2.3 The information does not give the appearance that the COUNTY, its  
24 officers, employees, or agencies endorse:

25 36.2.3.1 Any commercial product or service; and

26 36.2.3.2 Any product or service provided by CONTRACTOR, unless  
27 approved in writing by ADMINISTRATOR; and

28 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,

1 or other publicly available social media sites) to publish information related to this Agreement,  
2 CONTRACTOR shall develop social media policies and procedures and have them available to  
3 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
4 and Procedures as they pertain to any social media developed in support of the services described  
5 within this Agreement. \_\_\_The policy is available on the Internet at  
6 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

7 **37. REPORTS**

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

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

16 **38. ENERGY EFFICIENCY STANDARDS**

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

19 **39. ENVIRONMENTAL PROTECTION STANDARDS**

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

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

27 39.2 It will notify COUNTY prior to award of the receipt of any communication from  
28 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the

1 grant is under consideration to be listed on the EPA List of Violating Facilities; and

2 39.3 It will notify COUNTY and EPA about any known violation of the above laws and  
3 regulations.

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

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

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

17 40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
18 knowledge and belief as of December 23, 1989, that

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

26 40.1.2.2 If any funds other than federal appropriated funds (including  
27 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
28 person for influencing or attempting to influence an officer or employee of any agency, a Member

1 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
2 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
3 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;  
4 and

5 40.1.2.3 He or she will include the language of this certification in all  
6 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
7 \$100,000 shall certify and disclose accordingly.

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

13 41. POLITICAL ACTIVITY

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

17 42. TERMINATION PROVISIONS

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

27 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon  
28 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to

1 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,  
2 and pertinent documents. The Transition Period may be modified as agreed upon in writing by  
3 the parties. During the Transition Period, service and data access shall continue to be made  
4 available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in  
5 extracting and/or transitioning all data in the format determined by COUNTY.

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

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

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

26 43. GOVERNING LAW AND VENUE

27 This Agreement has been negotiated and executed in the State of California and shall be  
28 governed by and construed under the laws of the State of California, without reference to conflict

1 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole  
2 and exclusive venue shall be a court of competent jurisdiction located in Orange County,  
3 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,  
4 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree  
5 to waive any and all rights to request that an action be transferred for trial to another county.

6 44. SIGNATURE IN COUNTERPARTS

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

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

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
MAURA BYRON CHAIRWOMAN  
EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS  
FAMILY SUPPORT NETWORK COUNTY OF ORANGE, CALIFORNIA

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

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

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
DEPUTY

Dated: \_\_\_\_\_

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 ~~currently~~ have an open Juvenile Dependency case ~~through order of the Orange County Juvenile Court and may be dealing with different types~~ due to substantiated allegations of abuse, such as physical abuse, sexual, ~~emotional, substance~~ 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.

~~2.12.3~~ 2.3 Child and Family Team (CFT): A group of individuals ~~who are~~ convened by CFS and engaged through a variety of team-based processes to identify the strengths and needs of the child and ~~his or her~~ their family, and to help achieve positive outcomes for safety, permanency, and

1 well-being.

2 2.22.4 Family Resource Center (FRC): A family-friendly, community-based site that  
3 provides access to comprehensive preventative and treatment oriented social, educational, and  
4 health services for all families.

5 2.32.5 My Action Plan (MAP): A working document that precedes a CLIENT's court  
6 ordered case plan. The MAP is developed collaboratively between the referring social worker and  
7 CLIENT and contains goals and/or tasks that address the issues that brought CLIENT's child(ren)  
8 to the attention of the Juvenile Dependency Court. The MAP is provided to CONTRACTOR by  
9 the referring social worker ~~to assist in developing goals with clients.~~

10 2.42.6 Parent Mentor Services: A program developed to partner CLIENTS with Parent  
11 Mentors, who will provide support ~~and~~, encouragement, and coaching to CLIENTS as CLIENTS  
12 progress through the reunification process.

13 2.52.7 Parent Mentors: Parents who have been involved in the Juvenile Dependency  
14 system and have successfully reunified with their children. These parents completed an Orange  
15 County Juvenile Court ordered case plan, which included services intended to help resolve the  
16 situation that led to the initial removal of the children.

17 2.62.8 Parent Support Group: A support group for CLIENTS with similar experiences and  
18 concerns. Through support, information, and education, CLIENTS are provided with a variety of  
19 tools to help them successfully cope with ~~the~~ challenges they are facing.

20 2.72.9 Parent Orientation: ~~A guided to Juvenile Dependency: An orientation to what a~~  
21 ~~CLIENT might expect while navigating the Juvenile Dependency system. The orientation is~~ held  
22 daily at ~~the~~ Lamoreaux Justice Center for CLIENTS to attend prior to their first Juvenile  
23 Dependency proceeding. The orientation is co-facilitated by the Parent Engagement Coordinator  
24 or CFS approved staff and a Parent Mentor, and guides CLIENTS through what they might expect  
25 while navigating the Juvenile Dependency system.

26 2.82.10 Safety Organized Practice (SOP): A collaborative practice approach that  
27 emphasizes the importance of teamwork in child welfare with the central belief that all families  
28 have ~~strength~~ strengths, and those strengths are built on during case planning.

1           ~~2.92.11~~            Trauma-Informed Approach: A response model that fully integrates  
2 knowledge about trauma into interventions and engagement strategies.

3           3.     WORKLOAD STANDARDS

4           3.1     CONTRACTOR's workload standards with respect to Exhibit A to this Agreement  
5 are as follows:

6                     3.1.1   Provide Parent Mentor Services for a minimum of twelve (12) weeks and  
7 ~~not to exceed~~ maximum of six (6) months per referred CLIENT; while CLIENT navigates the court  
8 ordered case plan. Services may be extended with advance written approval and at the discretion  
9 of ADMINISTRATOR.

10                    ~~3.1.2—Ensure Parent Mentors~~ Upon receiving the initial referral, attempt to contact  
11 each referred CLIENT within two (2) business days ~~of receiving the referral. Should~~ from the date  
12 CONTRACTOR receives the initial referral. Upon contacting CLIENT, assign CLIENT to a  
13 Parent Mentor, or link CLIENT to the Parent Support Group should a Parent Mentor be unavailable  
14 due to ~~being at full capacity, CONTRACTOR shall link CLIENTS to a Parent Support Group~~  
15 ~~meeting.~~

16                    ~~3.1.3—Ensure Parent Mentors contact CLIENTS, by phone or face to face, a~~  
17 ~~minimum of one (1) time per week.~~

18                    ~~3.1.4~~ 3.1.2 ~~Ensure Parent Mentors contact CLIENTS, face to face, a minimum~~  
19 ~~of two (2) times per month.~~

20           3.2     CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify  
21 workload standards as set forth in this Paragraph and as authorized by  
22 ~~COUNTY~~ ADMINISTRATOR, without reducing the level of service to be provided by  
23 CONTRACTOR.

24           4.     GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

25                    Goals

26                    4.1     The primary goals of Parent Mentor Services are to:

27                    ~~4.1—To achieve the goals for Parent Mentor Services, CONTRACTOR shall:~~

28                    ~~4.24.1.1~~ Partner Provide support and assistance to CLIENTS with ~~Parent~~

~~Mentors who~~ an open Juvenile Dependency case so they may successfully reunified reunify with their children;

~~4.2.1 Encourage~~ Assist CLIENTS ~~to fulfill MAP and court ordered case plan activities;~~

~~4.1.2 Conduct face to face visits~~ with navigating through the Juvenile dependency process.

~~4.2.2 Assist~~ CLIENTS ~~two (2) times per month;~~

~~4.2.3 Provide other communications and contacts with~~ CLIENTS (e.g. text, email, phone, etc.) on a weekly basis;

~~4.2.4 Connect~~ CLIENTS ~~to community resources;~~

~~4.34.1.3 Help~~ develop developing a safety network (or circle of support), and encourage CLIENTS to build their protective capacities; (i.e., CLIENT’s ability to protect their child).

~~4.44.1.4 Coach~~ CLIENTS on how to improve communications with others; (e.g., children, Juvenile Dependency Court, etc.).

~~4.4.1 Prepare~~ CLIENTS ~~for, and provide emotional support to~~ CLIENTS, ~~at Child and Family Team (CFT) meetings, court hearings, and other services; and~~

~~4.4.2 Coach~~ CLIENTS ~~on what to expect throughout the Juvenile Dependency process.~~

~~4.54.1.5 CONTRACTOR shall collaborate~~ Collaborate with ~~SSA~~ ADMINISTRATOR to achieve Parent Mentor Services goals.

Strategies

4.2 CONTRACTOR shall integrate the following strategies in providing services:

~~4.6 CONTRACTOR shall be required to implement the following:~~

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

4.2.2 Encourage compliance with CLIENTS MAP and case plan.

~~4.74.2.3 Provide~~ services that are family-~~centered and family-~~

friendly; focused.

4.84.2.4 Provide ~~services that are linguistically and~~ culturally responsive ~~services~~ for the population served;

4.94.2.5 Utilize language consistent with the ~~Safety Organized Practice (SOP)~~ approach; ~~and,~~ a collaborative practice used by SSA Social Workers.

4.104.2.6 Provide services that promote trauma-informed intervention and engagement strategies ~~that can support children suffering from the effects of early trauma, abuse and/or neglect.~~

Outcomes

4.114.3 CONTRACTOR shall be required to achieve the following outcomes:

4.3.1 ~~One~~ Contact attempts shall be made to one hundred percent (100%) of CLIENTS ~~shall be contacted~~ within ~~two (2)~~ one (1) business ~~days~~ day from being assigned to a Parent Mentor.

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

4.11.14.3.3 ~~One~~ Link one hundred percent (100%) of ~~participating~~ referred CLIENTS ~~shall be linked~~ to community resources.

4.11.24.3.4 ~~A~~ Provide two (2) monthly face-to-face contacts to a minimum of eighty percent (80%) of participating referred CLIENTS ~~shall be contacted face-to-face a minimum of two (2) times per month.~~

4.11.34.3.5 ~~A~~ Provide one (1) weekly contact to a minimum of eighty percent (80%) of participating referred CLIENTS ~~shall be contacted a minimum of one (1) time per week.~~

5. HOURS OF OPERATION

5.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m. except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

~~In addition, Contractor~~ CONTRACTOR shall also provide services ~~by phone, in the office, or at community locations, until 8:00 p.m.,~~ a minimum of two (2) ~~days~~ weeknights per week, until 8:00 p.m., Monday through Friday, by phone, in the office, and at community locations.

5.2 CONTRACTOR’s holiday schedule shall not exceed COUNTY’s holiday schedule which is as follows: New Year’s Day, Martin Luther King Jr. Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior, written approval from ADMINISTRATOR for any closure outside of COUNTY’s holiday schedule and the hours listed in Subparagraph 5.1 of this Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

6. TRAINING

~~6.1. FACILITIES~~

~~6.1.1 Administrative services under this Agreement shall be provided at:~~

~~Family Support Network  
1894 N. Main St.  
Orange, CA 92865~~

~~6.2 Parent Mentor Services shall be provided in community locations throughout Orange County that are convenient and accessible to referred clients, including but not limited to, Family Resource Centers.~~

~~6.31.1 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY’s maximum obligation.~~

7.1. SERVICES

~~CONTRACTOR shall:~~

~~7.1 Provide services that are family centered and family friendly.~~

~~7.2 Provide services that are linguistically and culturally responsive for the population served.~~

1            ~~6.1 Provide services that promote~~ CONTRACTOR shall ensure a minimum of eight (8)  
2 hours of in-service training per year is completed by direct service staff. Training topics may  
3 include, but are not limited to:

4            6.1.1 Overviews of trauma-informed and SOP approaches.

5            6.1.2 Subjects related to child abuse prevention and intervention~~and.~~

6            ~~7.2.1~~ 6.1.3 Topics related to the benefits of father engagement~~strategies that~~  
7 ~~can support children suffering from the effects of early trauma, abuse, and/or neglect.~~

8            6.1.4 Methods of accessing resources, such as transportation, housing, nutrition,  
9 medical, and other basic needs.

10           6.1.5 Topics related to Second Hand Trauma.

11           6.2 CONTRACTOR shall attend training(s) on various types of abuse, including, but  
12 not limited to, alcohol, drug, sexual, physical, and neglect issues, and other trainings required by  
13 ADMINISTRATOR.

14 7. SERVICES

15           CONTRACTOR shall:

16  
17           ~~7.3~~ 7.1 Use a variety of ~~recruiting~~ methods to ~~find~~ recruit potential Parent Mentors,  
18 including, but not limited to, social services events, Family Resource Centers (FRCs), and  
19 websites.

20           ~~7.4~~ 7.2 Screen, hire, and train successfully reunified parents to assume various Parent  
21 Mentor roles.

22           ~~7.5~~ 7.3 Partner Parent Mentors with CLIENTS to facilitate applicable Dependency case  
23 plan goals.

24           ~~7.6~~ 7.4 Match CLIENTS ~~to~~ with Parent Mentors ~~based on language, background, cultural~~  
25 ~~similarities~~ in a linguistically and culturally responsive manner, with consideration for, common  
26 interests, and capabilities, ~~and same sex if possible.~~

27           ~~7.6.1~~ 7.4.1 Parent Mentors ~~who are fathers may~~ shall serve both mother and  
28 father CLIENTS ~~who are mothers, and Parent Mentors who are mothers may serve~~ CLIENTS who

1 ~~are fathers.~~

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

5 ~~7.6.2~~ 7.5.1 Parent Mentors shall document efforts and notify the assigned social  
6 worker of unsuccessful attempts made prior to ending a CLIENT's referral ~~date~~ due to no contact.

7 ~~7.7.6~~ Implement Set clear expectations and ethical guidelines to ensure Parent Mentors,  
8 who are in recovery, maintain clear boundaries with CLIENTS; (e.g., not providing housing or  
9 temporary 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 ~~and contacts~~ with CLIENTS (e.g., text,  
17 email, phone call, etc.) on a weekly basis at minimum.

18 7.10 Encourage CLIENTS to fulfill ~~My Action Plan (MAP)~~ and court ordered case plan,  
19 including case plan activities and case plan service objectives, to support CLIENT's efforts in  
20 reunification.

21 7.11 Coach CLIENTS on what to expect throughout the Dependency process.

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

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

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

28 7.15 Communicate weekly with the referring social worker to ensure there is agreement

1 on the resources and support ~~being~~ offered to CLIENTS.

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

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

6 ~~7.18 Report support and resource phone line activity to ADMINISTRATOR on a  
7 monthly basis.~~

8 ~~7.19~~7.18 Co-lead daily Parent Orientation meetings with ADMINISTRATOR, as  
9 requested by ADMINISTRATOR.

10 ~~7.20~~7.19 Facilitate a minimum of three (3) ~~sessions of annual~~ Parent Support Group  
11 ~~meetings per year, meeting series, or more frequently~~ as requested by ADMINISTRATOR. Each  
12 Parent Support Group series shall be comprised of eight (8) weekly sessions. Each weekly session  
13 shall be a minimum of one (1) hour in duration.

14 ~~7.21~~7.20 Provide Parent Support Group meetings that are co-facilitated by a Parent  
15 Mentor ~~who is a father and a Parent Mentor who is a mother~~, as requested by ADMINISTRATOR.

16 ~~7.22~~7.21 Promote Parent Support Group meetings to all CLIENTS including those  
17 who are on the waitlist for Parent Mentor Services, who call the support and resource phone line,  
18 and who attend a Parent Orientation, and also by disseminating~~distributing~~ flyers to the  
19 community.

20 ~~7.23~~7.22 ~~Deliver~~Conduct presentations to SSA (e.g., overview of available services,  
21 success stories, effective collaboration strategies, ~~etc.~~), as requested by ADMINISTRATOR.

## 22 8. ADDITIONAL CONTRACTOR RESPONSIBILITIES

23 ~~8.1. In addition to providing the services described in Paragraph TRAINING~~

24 7 of this Exhibit A, CONTRACTOR agrees to:

25 8.1 Participate in meetings at SSA facilities and/or other community locations, as  
26 requested by ADMINISTRATOR.

27 8.2 shall ensureAttend planning and evaluation meetings with SSA on a ~~minimum of~~  
28 ~~eight (8) hours~~quarterly basis or as requested by ADMINISTRATOR.

1           8.3 Attend SSA community stakeholder meetings, with goal of providing the parent’s  
2 perspective, as requested by ADMINISTRATOR.

3           8.4 Appear and testify at Juvenile Court hearings when requested by SSA.

4 9. FACILITIES

5           9.1 Administrative services under this Agreement shall be provided at:

6                   Family Support Network  
7                   1894 N. Main Street  
8                   Orange, CA 92865

9           ~~8.19.2 Parent Mentor Services shall be provided in community locations throughout~~  
10 ~~Orange County that are convenient and accessible to in-service training per year will be completed~~  
11 ~~by direct service staff that will include, CLIENTS, including but not be limited to:, FRCs.~~

12           9.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the  
13 facility(ies) and location(s) where services shall be provided without changing COUNTY’s  
14 maximum obligation.

15                   ~~8.1.1—Overviews of trauma informed and SOP approaches;~~

16                   ~~8.1.2—Subjects related to child abuse prevention and intervention;~~

17                   ~~8.1.3—Topics related to the benefits of father engagement; and~~

18                   ~~8.1.41.1.1—Methods of accessing resources such as transportation, housing,~~  
19 ~~nutrition, medical, and other basic needs.~~

20           ~~8.21.1 CONTRACTOR shall attend training(s) on various types of abuse including, but~~  
21 ~~not limited to, alcohol, drug, sexual, physical, and neglect issues, and other trainings required by~~  
22 ~~ADMINISTRATOR.~~

23 ~~9.1. QUALITY ASSURANCE/QUALITY CONTROL~~

24           ~~9.11.1 Utilization Review~~

25                   ~~9.1.1 CONTRACTOR and ADMINISTRATOR’s designee shall meet at least~~  
26 ~~semi-annually to review and evaluate a random selection of CLIENT case records. The review~~  
27 ~~may include, but is not limited to, an evaluation of the necessity and appropriateness of services~~  
28 ~~provided and length of services. CLIENT cases to be reviewed shall be randomly selected by~~

~~ADMINISTRATOR and may include both open and closed cases.~~

~~9.1.21.1.1 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S facility referenced in Paragraph 6 of this Exhibit A, with date and time determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.~~

~~9.1.31.1.1 In the event CONTRACTOR, ADMINISTRATOR, and COUNTY's Children and Family Services (CFS) staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of CFS for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Agreement.~~

9.21.1 Monthly Case Reviews

~~9.2.11.1.1 CONTRACTOR shall conduct Monthly Case Reviews in which direct service staff will present selected cases for discussion. Topics to be discussed may include family dynamics, family genogram, case challenges, successful service delivery strategies, resources utilized, and outcomes. CONTRACTOR will notify the CFS Program Liaison and referring social worker of the case(s) to be discussed, a minimum of two (2) weeks in advance, to afford the referring social worker an opportunity to participate.~~

9.31.1 Surveys

~~9.3.1 CONTRACTOR shall administer pre and post surveys, by phone or in person, to each referred CLIENT. Survey results will demonstrate an improvement in the participating CLIENT's progress towards noted MAP or court ordered case plan activities.~~

~~9.3.2 CONTRACTOR shall administer satisfaction surveys, on a monthly basis, to a random sampling of five (5) referring social workers.~~

10. REPORTS

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

1                   10.1.1 A Monthly Statistical Report by the tenth (10th) calendar day of each month  
2 for services provided in the preceding month.

3                   10.1.2 A Support and Resource Phone Line Activity Report by the tenth (10<sup>th</sup>)  
4 calendar day of each month for services provided in the preceding month.

5                   ~~10.1.2~~10.1.3 Pre and post survey results by the tenth (10th) calendar day of each  
6 month for CLIENTS who ~~have~~ completed services in the preceding month. ~~CONTRACTOR shall~~  
7 ~~provide ADMINISTRATOR access to surveys for review to assess accuracy of data collection and~~  
8 ~~reporting.~~

9                   ~~10.1.3~~10.1.4 Satisfaction survey results by the tenth (10th) calendar day of the  
10 month following the end of each quarter. Quarters are defined as follows: July through September;  
11 October through December; January through March; and April through June. ~~CONTRACTOR~~  
12 ~~shall allow ADMINISTRATOR access to surveys for review to assess accuracy of data collection~~  
13 ~~and reporting.~~

14                   10.2 CONTRACTOR shall provide ADMINISTRATOR access to reports and survey  
15 results to assess accuracy of data collection and reporting.

16                   ~~10.2~~10.3 ADMINISTRATOR may add, delete, waive, or otherwise modify  
17 individual reporting requirements as stated in this Paragraph.

## 18 11. QUALITY ASSURANCE/QUALITY CONTROL

### 19 11.1 Utilization Review

20                   11.1.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least  
21 semi-annually to review and evaluate a random selection of CLIENT case records. The review  
22 may include, but is not limited to, an evaluation of the necessity and appropriateness of services  
23 provided and length of services. CLIENT cases to be reviewed shall be randomly selected by  
24 ADMINISTRATOR and include both open and closed cases.

25                   11.1.2 ADMINISTRATOR will conduct a Utilization Review (UR) at  
26 CONTRACTOR's facility referenced in Paragraph 9 of this Exhibit A, with date and time  
27 determined at ADMINISTRATOR's discretion. ADMINISTRATOR will provide oral and/or  
28 written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of

1 the UR and take corrective action accordingly.

2 11.1.3 In the event CONTRACTOR, ADMINISTRATOR, and COUNTY’s CFS  
3 staff representatives and/or ADMINISTRATOR’s designee are unable to resolve differences of  
4 opinion regarding the necessity and appropriateness of services and length of services, the dispute  
5 shall be submitted to COUNTY’s Director of CFS for final resolution. Nothing in this  
6 subparagraph shall affect COUNTY’s termination rights under Paragraph 42 of this Agreement.

7 11.2 Monthly Case Reviews

8 11.2.1 CONTRACTOR shall conduct Monthly Case Reviews in which direct  
9 service staff presents selected cases for discussion. Topics to be discussed may include family  
10 dynamics, family genogram, case challenges, successful service delivery strategies, resources  
11 utilized, and outcomes. CONTRACTOR will notify the CFS Program Liaison and referring social  
12 worker of the case(s) to be discussed, a minimum of two (2) weeks in advance, to afford the  
13 referring social worker an opportunity to participate.

14 11.3 Surveys

15 11.3.1 CONTRACTOR shall administer pre and post surveys, digitally, by phone,  
16 or in-person, to each referred CLIENT. Survey results will demonstrate CLIENT’s progress  
17 towards noted MAP goal(s) and/or court ordered case plan activities and reunification.

18 11.3.2 CONTRACTOR shall administer satisfaction surveys, on a monthly basis,  
19 to a random sampling of at least five (5) referring social workers.

20 ~~11.1. ADDITIONAL CONTRACTOR RESPONSIBILITIES~~

21 ~~In addition to providing the services described in Paragraph 6 of this Exhibit A,~~  
22 ~~CONTRACTOR agrees to:~~

23 ~~11.11.1 Participate in meetings at SSA facilities and/or other community locations,~~  
24 ~~as requested by ADMINISTRATOR.~~

25 ~~11.2 Appear and testify at Juvenile Court hearings, when requested by SSA.~~

26 12. BUDGET FOR PARENT MENTOR SERVICES

27 12.1 The annual budget for services provided pursuant to Exhibit A of this Agreement  
28 is set forth as follows:

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type</u> <sup>(1)</sup>	<u>Maximum Hourly Rate</u> <sup>(2)</sup>	<u>FTEs</u> <sup>(3)</sup>	<u>Amount</u>
Parent Mentor Services Coordinator	D	\$22.50	1.00	<del>\$ 46,800</del>
Parent Mentors <sup>(4)(5)</sup>	D	16.25	6.00	<del>202,800</del>
Executive Director	A	38.46	0.15	<del>12,000</del>
Staffing Subtotal				\$261,600
EMPLOYEE BENEFITS <sup>(65)</sup>				\$ 35,400
<b>TOTAL STAFFING &amp; <u>AND</u> EMPLOYEE BENEFITS</b>				\$297,000
<u>SERVICES AND SUPPLIES</u> <sup>(6)</sup>				
<del>Independent Audit</del>				<del>\$ 7,466</del>
<del>Accounting Consultant</del>				<del>11,500</del>
<del>Office Expense</del>				<del>4,800</del>
<del>Program Expense</del>				<del>3,500</del>
<del>Telephone</del>				<del>4,402</del>
<del>Mileage</del> <sup>(7)</sup>				<del>6,500</del>
<del>Payroll Processing Fees</del>				<del>1,792</del>
<del>Postage</del>				<del>875</del>
<del>IT Support/Virus Protection</del>				<del>1,700</del>
<b>TOTAL SERVICES AND SUPPLIES</b>				\$ 42,535
<u>OPERATING EXPENSES</u> <sup>(7)</sup>				
<del>Facility Lease/Rental</del>				<del>\$12,889</del>
<del>Insurance</del>				<del>4,827</del>
<b>TOTAL OPERATING EXPENSES</b>				\$ 17,716
SUBTOTAL STAFFING <del>AND</del> <sub>2</sub> BENEFITS, SERVICES				
<del>AND</del> <sub>2</sub> SUPPLIES, AND OPERATING EXPENSES				
<b>TOTAL ANNUAL BUDGET <del>JULY 1, 2020 – JUNE 30, 2023</del></b>				<b>\$357,251</b>

<sup>(1)</sup> 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

1 direct face to-face service to clients and/or staff who supervise/manage direct service personnel.  
 2 Administrative positions include staff that support service delivery and whose activities and  
 3 functions can be directly allocated to the program.

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

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

11 (4) A minimum of ~~seventy-five percent (75%) Parent Mentor positions shall be filled with~~  
 12 ~~staff bilingual in Spanish or other threshold language (e.g., Vietnamese), as determined by~~  
 13 ~~ADMINISTRATOR.~~

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

18 (6.5) Employee Benefits include contributions to 401k or retirement plans; health insurance;  
 19 dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA,  
 20 Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based  
 21 on the currently prevailing rates; and expense for accrued vacation time payout, for a separated  
 22 employee, limited to the actual vacation time accrued during the fiscal year in which the expense  
 23 is claimed, minus the actual vacation time used by the employee during said fiscal year. The Direct  
 24 Service benefit rate shall not exceed thirteen and fifty-four hundredths percent (13.54%) of the  
 25 actual salary expense claimed. The Administrative Service benefit rate shall not exceed thirteen  
 26 and forty-seven hundredths percent (13.47%) of the actual salary expense claimed.

27 (7) ~~Mileage is~~ (6) Services and Supplies include costs related to independent audit, accounting  
 28 consultant, office expenses, program expenses, telephone, mileage as limited to the amount

1 allowed by IRS, payroll processing fees, postage, and IT support/virus protection.

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

3 12.2 Expenses for extra pay, including, but not limited to, overtime, stipends, bonuses,  
4 staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement  
5 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an  
6 exception and may be approved, on a case-by-case basis, at the sole discretion of  
7 ADMINISTRATOR.

8 12.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
9 notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE  
10 positions without changing COUNTY's maximum obligation as stated in Subparagraph 20.1 of  
11 this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in  
12 accordance with Subparagraph 42.4 of this Agreement, in the event ADMINISTRATOR reduces  
13 the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and  
14 ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as  
15 set forth in this Exhibit. Failure to obtain advance written approval for any proposed Budget  
16 Modification Request may result in disallowance of reimbursement for those costs.

17 12.4 In the event the budget shown in Subparagraph ~~12~~12.1 of this Exhibit is modified,  
18 the modified budget shall remain in effect for the remainder of the contract term, unless superseded  
19 by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR.  
20 For example, if Budget Modification #1 is approved on August 15, 2020, the modified budget will  
21 remain in effect until Budget Modification #2 is requested and approved in writing. The annual  
22 budget beginning on July 1<sup>st</sup> of each Agreement year shall be identical to the most recently  
23 modified annual budget.

24 13. STAFF

25 CONTRACTOR shall provide the following described staff positions:

26 13.1 Parent Mentor Services Coordinator

27 Duties

28 13.1.1 Provide direct supervision to Parent Mentors~~and~~, serve as the liaison to

1 SSA ~~to~~, and provide program oversight.

2 13.1.2 Assist Parent Mentors with day-to-day issues that arise.

3 13.1.3 Provide a minimum of one (1) hour of face-to-face individual weekly  
4 supervision per Parent Mentor.

5 13.1.4 Provide a minimum of two (2) hours of monthly group supervision meeting  
6 for Parent Mentors, ~~including~~ and include a training component at each meeting.

7 13.1.5 Conduct performance evaluations and monitor workloads for Parent  
8 Mentors.

9 13.1.6 Review, match, and assign referrals to the most appropriate Parent Mentor.

10 13.1.7 Ensure Parent Mentors are completing required file documentation and  
11 meeting all ADMINISTRATOR and CLIENT contact requirements.

12 13.1.8 Recruit, screen, hire, and train new Parent Mentors.

13 13.1.9 ~~-~~Conduct quantitative and qualitative evaluation surveys by phone with  
14 CLIENTS and referring social worker ~~about~~ on Parent Mentor Services, and document ~~the~~ survey  
15 results.

16 ~~13.1.10~~ Interface with SSA's Research ~~Analyst to forward~~ Unit and provide data  
17 needed to compile ~~evaluation~~ reports.

18 13.1.9.1 -Fill- as referenced in for court presentations Subparagraph 10.1  
19 of Exhibit A.

20 ~~13.1.11~~ 13.1.10 Attend Parent Orientations when a Parent Mentor is  
21 ~~is~~ unavailable.

22 ~~13.1.12~~ 13.1.11 Assist with facilitating Parent Support Groups.

23 ~~13.1.13~~ 13.1.12 Participate in planning and evaluation meetings with  
24 ADMINISTRATOR.

25 ~~13.1.14~~ 13.1.13 Attend ~~Strategy Workgroups,~~ and ~~ADMINISTRATOR's~~  
26 ~~Contractor's Forum,~~ identify a Parent Mentor representative to attend, SSA community stakeholder  
27 meetings as requested by ADMINISTRATOR.

28 Qualifications

~~13.1.15~~ 13.1.14 Bachelor's Degree in human services or related field.

~~13.1.16~~ 13.1.15 A minimum of one (1) year of experience working with youth and families in a social ~~service~~services setting.

13.2 Parent Mentor

Duties

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

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

13.2.3 Assist and support CLIENTS ~~in following their~~with completing mandated case plans.

13.2.4 Staff the support and resource phone line ~~at regularly~~during scheduled times each week.

13.2.5 Research and maintain updated community resource information.

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

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

13.2.8 Establish and maintain effective working relationships with community partners including ADMINISTRATOR ~~staff~~.

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

Qualifications

13.2.10 Experience as a parent ~~who had~~with past involvement with the Juvenile Dependency system and successfully reunified with their children, as vetted by ADMINISTRATOR.

13.2.11 Possesses knowledge of community resources.

13.2.12 Excellent written and oral communication skills including phone communication in English is required and bilingual in a language that is responsive to CLIENT's

1 needs is preferred.

2 13.3 Executive Director

3 Duties

4 13.3.1 Oversee and coordinate the day-to-day operations of the Parent Mentor  
5 Services program.

6 13.3.2 Monitor the Parent Mentor Services program budget.

7 13.3.3 Ensure all contractual and program requirements of the Agreement are met.

8 13.3.4 Address programmatic issues and provide guidance on concerns with  
9 personnel.

10 13.3.5 Provide supervision and guidance to the Parent Mentor Coordinator.

11 Qualifications

12 13.3.6 Bachelor's degree in human services, sociology, social work, or related  
13 field.

14 13.3.7 A minimum of five (5) years of experience working with youth and families  
15 in a social services setting.

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