



**COUNTY OF ORANGE
SOCIAL SERVICES AGENCY**

**CONTRACT
No. MA-063-~~12010477~~ 17010362**

WITH

TFC CONSULTANTS INC

FOR

**~~MULTI-DIMENSIONAL TREATMENT FOSTER CARE (MTFC)~~
WEB PARENT DAILY REPORT, CERTIFICATION,
TECHNICAL ASSISTANCE SUPPORT AND SERVICES**

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WITH
TFC CONSULTANTS INC
FOR
MTFC WEB PDR, CERTIFICATION, TECHNICAL ASSISTANCE SUPPORT AND SERVICES

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Exhibits:

- A. Focus PDR 12 to 18 Weekly Report
- B. Focus TFCO User's Manual for PDR System
- C. Medi-Cal Privacy and Security Agreement

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SECTION I

This CONTRACT MA-063-12010477 Agreement MA-063-17010362 (hereinafter referred to herein as "Contract") is made and entered into upon execution of all necessary signatures between TFC Consultants, Inc., having its principal place of business at 1163 Olive Street, Eugene, OR 97401-3524 (hereinafter referred to as "CONTRACTOR"), and the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, acting through the Orange County Social Services Agency (SSA) with a place of business at 1505 E. Warner Ave., Santa Ana, CA 92705 500 N. State College Blvd., Orange CA 92868-1673 (hereinafter referred to as "County"), and TFC Consultants Inc, having its principal place of business at 12 Shelton McMurphy Blvd., Eugene, OR 97401-4928 (referred to as "Contractor") for services relating to the Treatment Foster Care Oregon ("TFCO") program. County and Contractor may be which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, County desires to enter into a CONTRACT for MTFC- Contract for Treatment Foster Care Oregon (TFCO) Focus Parent Daily Report (FPDR), Recertification, Technical Assistance Support and Services; and

WHEREAS, Contractor is agreeable to supplying the TFCO FPDR, Recertification, Technical Assistance Support and Services (hereinafter referred to as "Services") on the terms and conditions set forth hereinafter; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a CONTRACT with Contractor for obtaining said Services; and

WHEREAS, County and Contractor agree that this Contract is effective upon mutual agreement of both parties and County of Orange Board of Supervisor's approval; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

1. SCOPE OF CONTRACT

This Contract specifies the contractual terms and conditions by which the County will enter into a Contract for the Services with Contractor. The will provide the Services to be provided are more fully set for described in Section III, the Scope of Work, to County attached hereto and incorporated by this reference as if fully set for the herein.

2. TERM OF CONTRACT

The term of this Contract shall be for a three-year period from commencing November 1, 2014 2016 through and expiring October 31, 2014 2019 ("Term"), unless otherwise terminated by the County or extended by mutual agreement of the Parties. The Term of this Contract may be renewed thereafter extended for one (1) additional two-year term period upon written mutual agreement of both the Parties. The County does not have to give a reason if it elects not to renew this Contract neither promises nor guarantees to Contractor that the County will agree or elect to exercise to such an option.

3. COMPENSATION & PAYMENT

Contractor agrees to provide the Services as set forth in Section III. Scope of Work, at the fixed rates specified in Section IV. Compensation / Payment Schedule. The total cost of this Contract shall not exceed \$22,460.00 \$32,604 unless, by written mutual agreement of the Parties, this Contract is amended or the Term is extended.

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SECTION II

GENERAL TERMS AND CONDITIONS

A. GOVERNING LAW AND VENUE

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

B. ENTIRE CONTRACT

This Contract, ~~when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, including Exhibits A, B, and C attached hereto and incorporated by reference,~~ contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless ~~authorized by County in writing accepted in writing by County's Purchasing Agent or his or her designee ("Purchasing Agent").~~ Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee., ~~hereinafter "Purchasing Agent."~~

C. AMENDMENTS

All amendments to this Contract shall be in writing and executed by persons authorized to sign on behalf of each of the Parties. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. TAXES

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. DELIVERY

Time of delivery of ~~goods or Services~~ is of the essence in this Contract. County reserves the right to refuse any ~~goods or Services~~ and to cancel all or any part of the ~~goods~~ not conforming to the ~~prescribed Statement of Work, applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed Statement of Work.~~ Acceptance of any part of the order for ~~goods~~ shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. ~~Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.~~

F. ACCEPTANCE/PAYMENT

Unless otherwise agreed to in writing by County, ~~1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.~~ ~~Intentionally omitted.~~

G. WARRANTY

Contractor expressly warrants that the ~~goods/ Services~~ and any associated goods provided under ~~covered by this Contract are,~~ as applicable 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended, and 4) will be performed and/or delivered in a manner consistent with industry best practices. ~~Acceptance of this order shall constitute an agreement upon Contractor's part~~ ~~agrees~~ to indemnify, defend and hold County and its ~~County~~ indemnities (as

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identified in paragraph "HH" below), and as more fully described in paragraph "HH," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFRINGEMENT

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

I. ASSIGNMENT OR SUB-CONTRACTING

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. NON-DISCRIMINATION

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

K. TERMINATION

In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. CONSENT TO BREACH NOT WAIVER

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. REMEDIES NOT EXCLUSIVE

The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive. ~~and~~ The expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

N. INDEPENDENT CONTRACTOR

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

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O. PERFORMANCE

Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. INSURANCE PROVISIONS

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy The COUNTY that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the COUNTY for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer:

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

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

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's Key Rating**

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Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence –
Professional Employers Liability	\$1,000,000 per claims made or per occurrence

Required Coverage Forms

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

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

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

~~All insurance policies required by this Contract shall give the County of Orange Contractor shall notify County in writing within thirty (30) days notice in the event of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.~~

~~If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of contract.~~

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

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Insurance certificates should be forwarded to the agency/department address listed on the solicitation **Contract**.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

Q. BILLS AND LIENS

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

R. CHANGES

Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

S. CHANGE OF OWNERSHIP

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

In the performance of this Contract, Contractor shall not delegate its duties or obligations, nor assign its rights, either in whole or in part, to any other person or entity without the prior written consent of County. Any attempted delegation or assignment without obtaining the County's prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of Contractor, or any change in the corporate structure, the governing body, or the management of Contractor, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Agreement requiring County approval.

T. FORCE MAJEURE

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

U. CONFIDENTIALITY

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of

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this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Information that is subject to this confidentiality provisions includes, but is not limited to the information in Exhibit A (Behavioral Checklist) and information requested in Exhibit B (PDR Manual). Exhibits A and B are attached hereto and incorporated by reference.

V. COMPLIANCE WITH LAWS

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

W. FREIGHT (F.O.B. DESTINATION)

Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

X. PRICING

~~The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract.~~ Contractor shall only charge County for Services in the amounts detailed in Section IV, Compensation/Payment Schedule. These amounts represent full compensation for Contractor's provision of Services, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract mutually agreed to in writing by the Parties.

Y. WAIVER OF JURY TRIAL Intentionally left blank RESERVED

~~Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and/or any other claim of injury or damage.~~

Z. TERMS AND CONDITIONS

Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

AA. HEADINGS

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. SEVERABILITY

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

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In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

EE. INTERPRETATION

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

FF. AUTHORITY

The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitute the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. EMPLOYEE ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

HH. INDEMNIFICATION PROVISIONS

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

II. AUDITS/INSPECTIONS

Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

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Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

Subject to reasonable notice, Contractor agrees to allow County or County's representative to inspect Contractor's premises and all Contractor computer systems, servers, networks and accounts to ensure Contractor's compliance with all terms of this Contract.

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ADDITIONAL TERMS AND CONDITIONS

1. **USAGE:** No guarantee is given by the COUNTY to the CONTRACTOR regarding usage of this CONTRACT. Usage figures, if provided, are approximate, based upon the last usage. The CONTRACTOR agrees to supply services requested, as needed by the County of Orange, at prices listed in the CONTRACT, regardless of quantity requested.
2. **CORRESPONDENCE TO BUYER:** Any correspondence related to the terms, prices and conditions of this contract must be directed to the agency/department purchasing division to the attention of the assigned buyer. Correspondence not directed through the buyer for resolution will not be regarded as valid.
3. **CONTRACTOR BANKRUPTCY/INSOLVENCY:** If the CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the CONTRACTOR'S insolvency, the COUNTY may terminate this CONTRACT.
4. **CONFLICT OF INTEREST:** CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the COUNTY.
5. **STATE FUNDS - AUDITS:** When and if state funds are used in whole or part to pay for the goods and/or services under this CONTRACT the CONTRACTOR agrees to allow the CONTRACTOR'S financial records to be audited by auditors from the state of California, the County of Orange or a private auditing firm hired by the state or the COUNTY. The COUNTY or state shall provide reasonable notice of such audit.
6. **FISCAL APPROPRIATIONS:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.
7. **CONTINGENCY OF FUNDS:** CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.
8. ~~**TERMINATION – ORDERLY:** After receipt of a termination notice from the County of Orange, the contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the contractor. Upon termination County agrees to pay the contractor for all services performed prior to termination which meet the requirements of the contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the contract. Upon termination or other expiration of this contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the contract. In addition, each party will assist the other party in orderly termination of this contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.~~
8. ~~**TERMINATION – DEFAULT:** If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within ten days after receipt of a written notice of default from COUNTY and cured such default within the time specified in the notice, the COUNTY shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this CONTRACT, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or~~

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~~otherwise substantially violating any provision of this CONTRACT. Upon termination of the CONTRACT with CONTRACTOR, the COUNTY may begin negotiations with a third-party CONTRACTOR to provide goods and/or services as specified in this CONTRACT. Upon termination or other expiration of this Contract, each party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.~~

~~The right of either party to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.~~

9. **AGENCY DEBARMENT:** Upon award of CONTRACT, the CONTRACTOR will be required to certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The CONTRACTOR is required to complete such certification before entering into this CONTRACT.
10. **EQUAL EMPLOYMENT OPPORTUNITY:** The CONTRACTOR shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, CONTRACTOR agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

11. **NOTICES:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

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FOR COUNTY:

County of Orange
SSA/Procurement Services
Attn: Evelyn Yambao
1505 E. Warner Ave. 500 State College Blvd.
Santa Ana, CA 92705 Orange, CA 96868-1673
Telephone: (714) 825-3222 541-7719
Fax: (714) 825-3204 541-7772

FOR CONTRACTOR:

TFC Consultants, Inc.
1183 Olive Street,
Eugene, OR 97401-3524
Attn: Sandy Welton John Aaton
Telephone: (541) 343-2388 ext 203
Mobile: (541) 729-1136 870-9015
Fax: (541) 343-2764

COPY TO:

County of Orange
SSA/Children and Family Services (CFS)
744 800 N. Eckhoff Street,
Santa Ana, CA 92868
Attn: Hellen Howe Terry Lynn Fisher
Telephone: (714) 704-8213

12. COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT (WITHIN 30 DAYS OF AWARD OF CONTRACT)

In order to comply with the child support enforcement requirements of the County of Orange, within 30 days of award of contract, the Contractor agrees to furnish to the Contract Administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the by Contractor to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

13. Data Security: Contractor represents that its security practices for data information storage and management conform to the standards set out in the 2016 Privacy and Security Agreement between the California Department of Health Care services and the County of Orange, Department of Social Service Agency, attached hereto and incorporated by reference as Exhibit C. Contractor shall continue to maintain security practices consistent with those standards throughout the Term of the Contract.

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SECTION III

SCOPE OF WORK

A. OBJECTIVE Purpose

The purpose of this Contract is to provide SSA with the tools, training and certifications necessary to participate in the Treatment Foster Care Oregon ("TFCO") program. This program is an evidenced-based treatment model that is an alternative to more costly group home or other residential treatment settings for children who are dependents of the Orange County Juvenile Court and exhibit behavioral problems. This Contract will further continue SSA's longstanding and positive relationship with Contractor by allowing the use of the Focus Parent Daily Report ("PDR") Database in the Orange County foster care system. Agreement is to provide training and consultation to Agency staff and foster parents to implement and maintain the Multidimensional Treatment Foster Care® program (MTFC) in the Agency's community. The Multidimensional Treatment Foster Care® model provides an evidence-based foster care solution for children with behavioral problems, featuring intensive services to participating children, training and continuous support for the foster parents, and, where possible, therapeutic services to the child's family or other permanent placement solution.

The purpose of the Agreement is strictly limited to the provision of training, technical assistance, self assessment feedback and consultation, certification/recertification and software access, utilization and maintenance of the Web-based Parent Daily Report (FPDR) system. This agreement shall not include participation in treatment decisions or clinical activities by TFCC staff.

B. Deliverables

In order for County to makes use of the TFCO program, Contractor agrees to provide County with the following items and to perform the following services:

1. **PDR Database.** Contractor maintains an online, web-based database application ("PDR Database") for TFCO program participants to record data and generate reports. Contractor shall provide SSA with user accounts that allow access to and use of the PDR Database during the Term of this Contract ("TFCO Accounts"). Contractor agrees to provide the number of TFCO Accounts to County determined by SSA during the Term of this Contract. Contractor further agrees that SSA may add or delete any number of TFCO Accounts, or designate or remove any number of County employees or agents authorized to access and make use of the TFCO Accounts, or authorize any County employee or agent to make use of the TFCO Accounts without designating those employees or agents (collectively, "Authorized Users"), during the Term of this Contract. County agrees that Authorized Users shall be limited to the County staff and agents necessary to effectuate the goals of the TFCO program in the Orange County foster care system, including clinicians with the Orange County Health Care Agency.

Authorized Users may use the PDR Database to generate reports that compile and/or analyze data collected by Contractor and uploaded in the PDR Database by County Authorized Users ("PDR Reports"). These PDR Reports may include, but shall not be limited to, Weekly Reports, Overview Graphs, Caregiver Stress, and Behavior Grid. Contractor may use the County supplied data for its own purposes as long as any identifying data (e.g. names) is removed; however, ages and gender may be used by Contractor.

The County may copy, duplicate, and distribute by any method, at any point in time, any and all PDR Reports generated during the Term of this Contract as deemed necessary by SSA to effectuate SSA's various purposes, and may otherwise use PDR Reports for any non-commercial County purpose at SSA's sole discretion.

2. **Technical Support.** Contractor shall provide all technical support services necessary to facilitate the County's use of the PDR Database ("Tech Support Services). These Tech Support Services shall include but not

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be limited to remote technical assistance, including help navigating the system and technical fixes. County employees, agents, and/or Authorized Users may access Tech Support Services by contacting Anna Suski, at annas@ocls.org. Contractor's provided Tech Support Services shall be available and accessible to County's Authorized Users, or other County representatives or agents, through the means described herein, during normal business hours. Contractor agrees to actively communicate and cooperate with County Authorized Users in regard to providing and implementing the Tech Support Services described herein.

3. **TFCO Certification.** Contractor is the sole provider of certification in competency of the TFCO program's methodology, practices, model adherence and model fidelity ("TFCO Certification"). Contractor shall evaluate County for and provide County with TFCO Certification pursuant to Contractor's established criteria for providing such certification. If, at the time Contractor evaluates County for TFCO Certification, Contractor finds that County does not meet the criteria for TFCO Certification, Contractor shall provide County with such training, consulting, advice, materials, and any other services as are necessary and appropriate to allow Contractor to re-evaluate County for, and provide County with, TFCO Certification ("TFCO Training"). Upon completion of any necessary TFCO Training, Contractor shall promptly re-commence TFCO Certification of County if, at the time the TFCO Training is completed, County is not already so certified. Contractor shall further make available to County relevant research findings and annual model developments and enhancements relevant to the TFCO program to facilitate County's continued implementation of the TFCO program.

4. **Consulting.** From time to time, SSA may consult with Contractor regarding the application of the TFCO program's methodology or practices to a particular case. This consultation shall be based on the data and information relating to that case and entered into the PDR Database by County Authorized Users and any such information as might otherwise be conveyed to Contractor by SSA personnel. Contractor shall provide its professional opinion as to the best means of achieving the goals of the TFCO program in regard to such cases where Contractor is consulted on by County.

5. **License.** During the course of providing the services described herein, Contractor may provide County with certain written or electronic materials ("Contractor Materials"). Contractor grants the County an unlimited, irrevocable, perpetual, royalty-free, non-exclusive license ("License") to use, modify, reproduce in any format, release, display, create derivative works from, and disclose Contractor Materials without prior consent of Contractor, for the County's non-commercial governmental purposes. Furthermore, this License shall extend to the County's use of the terms "Treatment Foster Care Oregon Program," "TFCO," "Treatment Foster Care," and "TFC" in its reports and documents as necessary for County's non-commercial governmental purposes, provided, however, that the County shall not use these terms to represent, convey, or give the impression that County possesses a TFCO Certification when County is not so certified by Contractor. This License shall not extend to any source or object code relating to the PDR Database.

6. **Reasonable Cooperation.** Contractor shall respond to, and comply within a reasonable timeframe, with all reasonable requests by County relating to the provision of the Services described herein. It is understood by both Parties that the TFCO program will generally operate in accordance with the User Manual attached hereto and incorporated by reference as Exhibit B.

II. ~~MTFC - A PROGRAM MODEL ADHERENCE, SUPPORT AND RECERTIFICATION:~~

- ~~Maintenance of two Web PDR (Parent Daily Report) accounts for each MTFC team, use of the PDR system, and remote Web PDR assistance, access to reports and outcome data.~~
- ~~Annual self assessments for each MTFC team including a review, feedback and technical assistance for the Agency program director or administrator on Agency's model adherence and other relevant issues such as readiness for recertification.~~
- ~~Review and processing of recertification applications for two MTFC teams.~~

~~TFCC is committed to the success of the program implemented at the Agency site, and will make every reasonable effort to ensure that expectations with regard to effectiveness and ongoing viability are met.~~

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III. CONTRACTOR'S RESPONSIBILITIES

~~TFCC strives to maintain a perpetual relationship with Agency SSA/CFS beyond the term of this Agreement Contract for purposes of:~~

- ~~a) Monitoring, measuring and maintaining model fidelity and positive treatment outcomes in perpetuity;~~
- ~~b) Establishing and maintaining connections between agencies that operate MTFC@ programs;~~
- ~~c) Making available to all MTFC@ programs relevant research findings as well as further developments and enhancements of the model;~~
- ~~d) Offering ongoing consultation, technical assistance and training of additional staff as needed.~~

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SECTION IV

COMPENSATION/PAYMENT SCHEDULE

This is a fixed amount Contract between County and Contractor for the MTFCO Technical Assistance and Services for SSA/CFS, and the "not to exceed amount" for the three-year term of this Contract is ~~\$22,460.00~~ \$32,604.

~~This Contract is subject to a one two-year renewal term. If Contractor is considering requesting a price adjustment, Contractor shall provide County with a 30-day advance notice. The County requires bona fide proof in writing for any price adjustment request. The request is limited to a maximum of 6% increase and is subject to County's approval. No retroactive price adjustment will be considered. The County may enforce, adjust, negotiate or take any other action it deems appropriate as it deems fit. Adjustments increasing to the Contractor's profit will not be allowed.~~

A. COMPENSATION:

Terms of Payment: Payment for all services shall be made to the Contractor within 30 calendar days of receipt of a valid invoice in a format acceptable to the County. The invoice must first be verified and approved by the using agency/department and is subject to routine processing requirements of the County.

Payment in Advance: (Web PDR) Invoices are to be submitted in advance to the user agency/department to the ship-to address, unless otherwise directed in this contract. Vendor shall reference price agreement number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements.

The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for ~~goods or~~ services not provided, ~~or when goods or services do not meet the contract requirements,~~ or for services that were terminated pursuant to Section II, Paragraph K of this Contract.

Payment in Arrears: (Certification) Invoices are to be submitted in arrears for services rendered. Billing shall cover services not previously invoiced. Invoices are to be submitted to the user agency/department, to the "ship to" address, for verification and approvals.

Payments made by the County shall not preclude the right of the County to thereafter dispute any services involved or billed under this Contract and shall not be construed as acceptance of any part of the order.

Invoice Submittal: Responsibility for providing an acceptable invoice rests with the Contractor.

An acceptable invoice format shall minimally include:

- A. Contractor's name and address;
- B. Invoice number and date;
- C. Name of County agency/department ordering services/goods;
- D. Description of services and date ordered;
- E. Contract No. MA-063-12010477 17010362;
- F. Total Invoice Amount;
- G. Contractor's federal taxpayer's ID number and
- H. Contractor's remittance address (if different from line A)

Contractor shall submit invoices for payment processing to the following address:

Social Service Agency/Procurement Services
 Attn: Payment Processing Desk (MA)
 1505 E. Warner Ave., 500 N. State College Blvd., 5th Floor
 Santa Ana, CA 92705 Orange, CA 92868-1673

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B. PAYMENT SCHEDULE

3-year term	11/01/2011 – 10/31/2014		Total	
Payment in Advance	Team 1	Team 2	Annual Amount	3-Year Contract Amount
Web PDR Annual fee	\$2,890 \$3,179	\$2,890 \$3,179	\$ 17,340 \$6,358	\$19,074
Payment in Arrears	Team 1	Team 2	Amount	
Team Certification	\$2,050 \$2,255	\$2,050 \$2,255	\$ 4,100 \$,510	\$13,530
Self-assessment yearly fee	\$170	\$170	\$ 1,020	
Total	\$5,434	\$5,434	\$22,460 \$10,868	\$32,604

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SECTION V

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

TFC CONSULTANTS INC*

By _____	By _____
Print _____	Print _____
Name _____	Name _____
Title _____	Title _____
_____ Corporate Officer	_____ Corporate Officer
Date _____	Date _____

*If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE

a political subdivision of the State of California

By _____	Date _____
Print _____	_____
Name _____	Title _____

**COUNTY OF ORANGE
COUNTY COUNSEL**

By _____	Date _____
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