

AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY  
FOR THE PROVISION OF HOME VISITING SERVICES

This AGREEMENT, entered into this 27th day of March 2019, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY, a California public agency, 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:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of home visiting services to promote, support, and optimize childhood development from the prenatal stage to five (5) years of age; and

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

WHEREAS, such services are authorized and provided for pursuant to the California Children and Families Act of 1998 and Title I, Article 25, Section 130140.1 of the Orange County Codified Ordinances.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

2 The term of this Agreement shall commence on March 27, 2019 and terminate on June 30,  
3 2020, unless earlier terminated pursuant to the provisions of Paragraph 41 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.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

4. DESCRIPTION OF SERVICES

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

1 and Families Commission of Orange County, for the Provision of Home Visiting Services,  
2 attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously  
3 throughout the term of this Agreement with the number and type of staff described and as required  
4 for provision of services hereunder.

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

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

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 26 of  
12 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
13 necessary licenses and permits required by the laws of the United States, State of California  
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
18 such laws and licensure requirements, including, without limitation, compliance with laws  
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all  
23 applicable provisions of the California Welfare and Institutions Code (WIC), including, but not  
24 limited to WIC § 11330.6 et seq.; Title 45 of the Code of Federal Regulations (CFR); implementing  
25 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and  
26 Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and  
27 regulations of the United States, State of California, County of Orange, and County of Orange  
28 Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder,

1 as each and all may now exist or be hereafter amended.

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

5 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6 6.1 Delegation and Assignment

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

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

17 6.2 Change of Ownership

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

23 7. SUBCONTRACTS

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

1 ADMINISTRATOR may require, or that is required by state and/or Federal regulations.

2 7.2 This Agreement contemplates that Contractor may subcontract pursuant to the  
3 provisions of Paragraph 4 of Exhibit A. Such subcontract is subject to the provisions of  
4 Subparagraphs 7.2.1 and 7.2.2.

5 7.2.1 Subcontracts of \$50,000 or less

6 7.2.1.1 CONTRACTOR shall develop a standard form Purchase Order,  
7 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services  
8 by CONTRACTOR when the cumulative total cost of the services to be provided by any  
9 organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this  
10 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of  
11 providing services or the usual and customary charges established by the organization(s) providing  
12 the services.

13 7.2.2 Subcontracts in excess of \$50,000

14 7.2.2.1 CONTRACTOR shall develop and submit for approval to  
15 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which  
16 the total cumulative cost of services provided by any single organization is anticipated to exceed  
17 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed  
18 procurement system shall take into consideration such factors as: degree of price competition;  
19 pricing policies and techniques; experience and quality of service; methods of evaluating  
20 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,  
21 award, and post-award management of subcontracts, including internal audit procedures and  
22 monitoring of subcontractor's performance until completion of services.

23 7.2.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's  
24 proposed procurement system, CONTRACTOR shall comply with such procurement system in  
25 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the  
26 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written  
27 consent prior to entering into a subcontract with any organization when the total cumulative cost  
28 of services to be provided by that organization is anticipated to exceed fifty thousand dollars

1 (\$50,000) during the term of this Agreement.

2 7.2.2.3 CONTRACTOR and its subcontractor(s) shall establish and  
3 maintain accurate and complete financial records related to services provided under the terms of  
4 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to  
5 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or  
6 until any pending audit is completed.

7 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8 8.1 Form of Business Organization

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

12 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,  
13 partnership, corporation, etc.

14 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way  
15 of ownership or otherwise, to any parent organization or individual.

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

20 8.2 Change in Form of Business Organization

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

27 8.3 Name Change

28 CONTRACTOR must notify COUNTY, in writing, of any change in



1 CONTRACTOR's status with respect to name changes that do not require an assignment of the  
2 Agreement. While CONTRACTOR is required to provide name change information without  
3 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its  
4 status upon request by COUNTY.

5 9. NON-DISCRIMINATION

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

14 9.2 CONTRACTOR shall furnish any and all information requested by  
15 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
16 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
17 9 et seq.

18 9.3 Non-Discrimination in Employment

19 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
20 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
21 Department of Labor regulations (Title 41 CFR Part 60).

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

1 for employees and job applicants.

2 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a  
3 formal discrimination complaint to:

4 California Department of Fair Employment  
5 2218 Kausen Drive, Suite 100  
6 Elk Grove, CA 95758  
7 Telephone: (800) 884-1684  
8 (800) 700-2320 (TTY)

9 9.4 Non-Discrimination in Service Delivery

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

1                   9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal  
2 complaint any and all information as appropriate:

3                   9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”  
4 (PUB 13)

5                   9.4.2.2 Discrimination Complaint Form

6                   9.4.2.3 Civil Rights Contacts:

7                                   County Civil Rights Contact:

8                                   Orange County Social Services Agency

9                                   Program Integrity

10                                  Attn: Civil Rights Coordinator

11                                  P.O. Box 22001

12                                  Santa Ana, CA 92702-2001

13                                  Telephone: (714) 438-8877

14                                  State Civil Rights Contact:

15                                  California Department of Social Services

16                                  Civil Rights Bureau

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

18                                  Sacramento, CA 94244-2430

19                                  Federal Civil Rights Contact:

20                                  U.S. Department of Health and Human Services

21                                  Office of Civil Rights

22                                  50 U.N. Plaza, Room 322

23                                  San Francisco, CA 94102

24                   9.4.3 The following websites provide Civil Rights information, publications  
25 and/or forms:

26                   9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>  
27 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

28                   9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->

1 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*  
2 *Programs*)

3 9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>  
4 (*SSA Contractor and Vendor Compliance page*)

5 10. NOTICES

6 10.1 All notices, requests, claims, correspondence, reports, statements authorized or  
7 required by this Agreement, and/or other communications shall be addressed as follows:

8 COUNTY: County of Orange Social Services Agency  
9 Contracts and Procurement Services  
10 500 N. State College Blvd, Suite 100  
11 Orange, CA 92868

12  
13 CONTRACTOR: Children & Families Commission of Orange County  
14 1505 East 17<sup>th</sup> Street, Suite 230  
15 Santa Ana, CA 92705

16 10.2 All notices shall be deemed effective when in writing and deposited in the United  
17 States mail, first class, postage prepaid and addressed as above. Any communications, including  
18 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this  
19 Agreement addressed in any other fashion shall be deemed not given. The parties each may  
20 designate by written notice from time to time, in the manner aforesaid, any change in the address  
21 to which notices must be sent.

22 11. NOTICE OF DELAYS

23 Except as otherwise provided under this Agreement, when either party has knowledge that  
24 any actual or potential situation is delaying or threatens to delay the timely performance of this  
25 Agreement, that party shall, within one (3) business days, give notice thereof, including all relevant  
26 information with respect thereto, to the other party.

27 12. INDEMNIFICATION

28 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by

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

11 13. INSURANCE

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

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

1 reasonable time.

2 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of  
3 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
4 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon  
5 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
6 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity  
7 provision(s) in the Agreement, agrees to all of the following:

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

13 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
14 irrespective of any duty to indemnify or hold harmless; and

15 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any  
16 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
17 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
18 insured.

19 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full  
20 term of this Agreement, COUNTY may terminate this Agreement.

21 13.5 Qualified Insurer

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

27 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
28 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of

1 the company's performance and financial ratings.

2 13.7 The policy or policies of insurance, maintained by CONTRACTOR shall provide  
3 the minimum limits and coverage, as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability (Applicable to subcontractors with direct contact with County clients)	\$1,000,000 per occurrence

17 13.8 Required Coverage Forms

18 13.8.1 Commercial General Liability coverage shall be written on Insurance  
19 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as  
20 broad.

21 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,  
22 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

23 13.9 Required Endorsements

24 13.9.1 Commercial General Liability policy shall contain the following  
25 endorsements, which shall accompany the Certificate of Insurance:

26 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26  
27 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,  
28

1 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will  
2 state AS REQUIRED BY WRITTEN CONTRACT.

3 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20  
4 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and  
5 any insurance or self-insurance maintained by the County of Orange shall be excess and non-  
6 contributing.

7 13.9.2 The Network Security and Privacy Liability policy shall contain the  
8 following endorsements which shall accompany the Certificate of Insurance.

9 13.9.2.1 An Additional Insured endorsement naming the County of  
10 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds  
11 for its vicarious liability.

12 13.9.2.2 A primary and non-contributing endorsement evidencing that  
13 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the  
14 County of Orange shall be excess and non-contributing.

15 13.10 The Workers' Compensation policy shall contain a waiver of subrogation  
16 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
17 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
18 AS REQUIRED BY WRITTEN CONTRACT.

19 13.11 All insurance policies required by this Agreement shall waive all rights of  
20 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
21 employees when acting within the scope of their appointment or employment.

22 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any  
23 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the  
24 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute  
25 a material breach of the contract, upon which the COUNTY may suspend or terminate this  
26 Agreement.

27 13.13 If CONTRACTOR's Professional Liability and Network Security & Privacy  
28 Liability policies are a "claims made" policy, CONTRACTOR shall agree to maintain Professional



1 Liability and Network Security & Privacy Liability coverage for two (2) years following  
2 completion of this Agreement.

3 13.14 The Commercial General Liability policy shall contain a severability of interests  
4 clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

5 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in  
6 Paragraph 10 of this Agreement.

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

10 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or  
11 decrease insurance of any of the above insurance types throughout the term of this Agreement.  
12 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
13 appropriate to adequately protect COUNTY.

14 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance  
15 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance  
16 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of  
17 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and  
18 COUNTY shall be entitled to all legal remedies.

19 13.19 The procuring of such required policy or policies of insurance shall not be construed  
20 to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and  
21 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits  
22 available from the insurer.

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

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

26 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
27 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance  
28 under this Agreement. While CONTRACTOR is required to provide this information without

1 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
2 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

3 14.2 Any accident or incident relating to services performed under this Agreement that  
4 involves injury or property damage which may result in the filing of a claim or lawsuit against  
5 CONTRACTOR and/or COUNTY.

6 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or  
7 relating to services performed by CONTRACTOR under this Agreement.

8 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

9 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of  
10 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
11 Agreement.

12 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
13 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
14 of service location or jurisdiction.

15 15. CONFLICT OF INTEREST

16 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions  
17 or conditions that could result in a conflict with COUNTY interests. In addition to the  
18 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and  
19 subcontractors associated with the provision of goods and services provided under this Agreement.  
20 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and  
21 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,  
22 entertainment, payments, loans, or other considerations which could be deemed to influence or  
23 appear to influence COUNTY staff or elected officers in the performance of their duties.

24 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
25 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
26 Agreement performance. While CONTRACTOR will be required to provide this information  
27 without prompting from COUNTY any time there is a change regarding conflict of interest,  
28 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

1           16.    ANTI-PROSELYTISM PROVISION

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

6           17.    SUPPLANTING GOVERNMENT FUNDS

7           CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the  
8 purposes of this Agreement with any funds made available under this Agreement.  
9 CONTRACTOR shall not claim payment from COUNTY for, or apply sums received from  
10 COUNTY with respect to, that portion of its obligations which have been paid by another source  
11 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,  
12 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,  
13 State, or COUNTY funds under any federal, State, or COUNTY program without prior written  
14 approval of ADMINISTRATOR.

15          18.    EQUIPMENT

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

19          19.    BREACH SANCTIONS

20          19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or  
21 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
22 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
23 available at law, in equity, or otherwise specified in this Agreement:

24                 19.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
25 which period shall be established by ADMINISTRATOR; and/or

26                 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period  
27 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;  
28 and/or

1                   19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
2 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

3                   19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
4 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

5                   20. PAYMENTS

6                   20.1 Maximum Contractual Obligation

7                   The maximum obligation of COUNTY under this Agreement shall not exceed the  
8 amount of \$\$2,249,154, or actual allowable costs, whichever is less. The annual amount for each  
9 fiscal year is as follows:

10                   20.1.1 \$749,718 for March 13, 2018 through June 30, 2019;

11                   20.1.2 \$1,499,436 for July 1, 2019 through June 30, 2020.

12                   20.2 Allowable Costs

13                   During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly  
14 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this  
15 Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However,  
16 COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will  
17 be incurred by CONTRACTOR for June 2019, during the month of such anticipated expenditure.

18                   20.3 Claims

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

26                   20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.  
27 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with  
28 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,

1 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some  
2 of which may be required to be copied. Source documents that CONTRACTOR must submit shall  
3 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
4 shall retain all financial records in accordance with Paragraph 25 of this Agreement.

5 20.3.3 Payments should be released by COUNTY within a reasonable time period  
6 of approximately thirty (30) days after receipt of a correctly completed claim form and required  
7 supporting documentation.

#### 8 20.3.4 Year-End and Final Claims

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

16 20.3.4.2 The basis for final settlement shall be the actual allowable costs  
17 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant  
18 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that  
19 any overpayment has been made, COUNTY may offset the amount of the overpayment against  
20 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
21 pay COUNTY all such sums within thirty (30) business days of notice from COUNTY. Nothing  
22 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has  
23 been made.

## 24 21. OVERPAYMENTS

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

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

9 22. OUTSTANDING DEBT

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

13 23. FINAL REPORT

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

19 24. INDEPENDENT AUDIT

20 24.1 CONTRACTOR shall employ a licensed certified public accountant who shall  
21 prepare and file with ADMINISTRATOR an annual organization-wide audit of related  
22 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well  
23 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,  
24 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to  
25 the aforementioned regulations for any year covered during the term of this Agreement,  
26 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of  
27 CONTRACTOR's financial statements. The audit must be performed in accordance with  
28 generally accepted government auditing standards. CONTRACTOR shall cooperate with

1 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)  
2 months after issuance of all audit reports with regard to audit exceptions.

3 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1  
4 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide  
5 audits for each of the fiscal cycles corresponding with the term of this Agreement.  
6 CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's  
7 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for  
8 ADMINISTRATOR to deny payment under this or any subsequent Agreement with  
9 CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.  
10 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to  
11 CONTRACTOR.

12 25. RECORDS, INSPECTIONS, AND AUDITS

13 25.1 Financial Records

14 25.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
15 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
16 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
17 State, and federal audits are completed, whichever is later.

18 25.1.2 CONTRACTOR shall establish and maintain reasonable accounting,  
19 internal control, and financial reporting standards in conformity with generally accepted  
20 accounting principles established by the American Institute of Certified Public Accountants and  
21 to the satisfaction of ADMINISTRATOR.

22 25.2 Client Records

23 25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records  
24 of clients served and dates and type of services provided under the terms of this Agreement in a  
25 form acceptable to ADMINISTRATOR.

26 25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR  
27 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment  
28 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,

1 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR  
2 requests and COUNTY provides written approval for the right to store the records in another  
3 county. Notwithstanding anything to the contrary, upon termination of this Agreement,  
4 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in  
5 accordance with Subparagraph 41.2.

6 25.2.3 COUNTY may refuse payment for a claim if client records are determined  
7 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be  
8 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an  
9 overpayment within the provisions of this Agreement.

### 10 25.3 Public Records

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

### 14 25.4 Inspections and Audits

15 25.4.1 The Director of CDSS, State Auditor-General, ADMINISTRATOR,  
16 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized  
17 representatives, shall have access to any books, documents, papers, and records, including medical  
18 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement.  
19 Further, all the above mentioned persons have the right at all reasonable times to inspect or  
20 otherwise evaluate the work performed or being performed under this Agreement and the premises  
21 in which it is being performed.

22 25.4.2 CONTRACTOR shall make its books and records available within the  
23 borders of Orange County within ten (10) days of receipt of written demand by  
24 ADMINISTRATOR.

25 25.4.3 In the event CONTRACTOR does not make available its books and  
26 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
27 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
28 obtain CONTRACTOR's books and records.



1                   25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
2 liability to the State or Federal Government or any agency thereof resulting from any  
3 disallowances or other audit exceptions to the extent that such liability is attributable to  
4 CONTRACTOR's failure to perform under this Agreement.

5                   25.5 Evaluation Studies

6                   CONTRACTOR shall participate, as requested by COUNTY, in research and/or  
7 evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's  
8 services or provide information about CONTRACTOR's project mandated by CDSS for the Home  
9 Visiting Initiative (HVI) under this AGREEMENT. Any additional research not required by  
10 CDSS for HVI resulting in additional cost will require amendment to this AGREEMENT.

11                   26. PERSONNEL DISCLOSURE

12                   26.1 This Paragraph applies to all of CONTRACTOR's personnel providing services  
13 through this Agreement, paid and unpaid, including those identified in Paragraph 10 of Exhibit A  
14 (hereinafter referred to as "Personnel").

15                   26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all  
16 Personnel providing services hereunder, including résumés and job applications. Changes to the  
17 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé  
18 and/or job application. The list shall include:

19                   26.2.1 Names and dates of birth of all Personnel by title, whose direct services are  
20 required to provide the programs described herein;

21                   26.2.2 A brief description of the functions of each position and the hours each  
22 person works each week, or for part-time Personnel, each day or month, as appropriate;

23                   26.2.3 The professional degree, if applicable, and experience required for each  
24 position; and

25                   26.2.4 The language skill, if applicable, for all Personnel.

26                   26.3 Where authorized by law, and in a manner consistent with California Government  
27 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed  
28 information regarding the conviction of a crime, by any court, for offenses other than minor traffic

1 offenses. Information discovered subsequent to the hiring or promotion of any prospective  
2 Personnel shall be cause for termination from the performance of services under this Agreement.

3 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
4 a clearance on the following public websites of the names and dates of birth for all Personnel who  
5 will have direct, interactive contact with clients served through this Agreement: U.S. Department  
6 of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
7 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

8 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
9 a criminal record background check on all Personnel who will have direct, interactive contact with  
10 clients served through this Agreement. Background checks conducted through the California  
11 Department of Justice shall include a check of the California Central Child Abuse Index, when  
12 applicable. Candidates will satisfy background checks consistent with this Paragraph and their  
13 performance of services under this Agreement.

14 26.6 CONTRACTOR shall ensure that clearances and background checks described in  
15 Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing  
16 services under this Agreement.

17 26.7 In the event a record is revealed through the processes described in Subparagraphs  
18 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
19 Personnel providing services through this Agreement.

20 26.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to  
21 provide services under this Agreement have satisfactory past work records and/or reference checks  
22 indicating their ability to perform the required duties and accept the kind of responsibility  
23 anticipated under this Agreement. CONTRACTOR shall maintain records of background  
24 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel  
25 assigned to provide services under this Agreement, for a minimum of five (5) years from the date  
26 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits  
27 are completed, whichever is later, in compliance with all applicable laws.

28 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the

1 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
2 Personnel performing services under this Agreement, when such information becomes known to  
3 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to  
4 provide services under this Agreement and shall provide notice of such determination to  
5 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's  
6 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

7 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
8 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

9 26.11 COUNTY shall have the right to require CONTRACTOR to remove any person  
10 from the performance of services under this Agreement. At the request of COUNTY,  
11 CONTRACTOR shall immediately replace said Personnel.

12 26.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated  
13 for cause from working on this Agreement.

14 26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph  
15 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the  
16 terms and conditions of this Agreement.

17 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or  
2 State statutes or regulations pertaining to the eligibility for employment of any persons performing  
3 work under this Agreement.

4 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

21 30. CONFIDENTIALITY

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

26 30.2 All records and information concerning any and all persons referred to  
27 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
28 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other

1 individuals performing services under this Agreement. CONTRACTOR shall require all of its  
2 employees, agents, subcontractors, and all other individuals performing services under this  
3 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any  
4 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms  
5 of this Agreement.

6 30.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all  
7 other individuals performing services under this Agreement of this provision and that any person  
8 violating the provisions of said California state law may be guilty of a crime.

9 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
10 to the confidentiality requirements of this Agreement.

11 30.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect  
12 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,  
13 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may  
14 hereafter be amended.

15 30.5.1 No access, disclosure, or release of information regarding a child who is the  
16 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is  
17 in doubt, no such information shall be released without the written approval of a Judge of the  
18 Juvenile Court.

19 30.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court  
20 before allowing any child to be interviewed, photographed, or recorded by any publication or  
21 organization, or to appear on any radio, television, or internet broadcast or make any other public  
22 appearance. Such approval shall be requested through child's Social Worker.

23 31. SECURITY

24 31.1 Security Requirements

25 31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
26 COUNTY-related records and information pursuant to all statutory laws relating to privacy and  
27 confidentiality that currently exists or exists at any time during the term of this Agreement.  
28 CONTRACTOR represents and warrants that it has implemented and will maintain during the

1 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
2 private and confidential client information, to protect against anticipated threats to the security or  
3 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or  
4 use of COUNTY data. Such safeguards and controls shall include at a minimum:

5 31.1.1.1 Storage of confidential paper files that ensures records are  
6 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

7 31.1.1.2 Control of access to physical and electronic records to ensure  
8 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
9 services.

10 31.1.1.3 Control to prevent unauthorized access and to prevent  
11 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

12 31.1.1.4 Firewall protection.

13 31.1.1.5 Use of encryption methods of electronic COUNTY data while  
14 in transit from CONTRACTOR networks to external networks, when applicable.

15 31.1.1.6 Measures to securely store all COUNTY data, including, but not  
16 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
17 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
18 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
19 the term of this Agreement administrative, technical, and physical safeguards and controls  
20 consistent with State and federal security requirements.

## 21 31.2 Security Breach Notification

22 31.2.1 CONTRACTOR shall have policies and procedures in place for the  
23 effective management of Security Breaches, as defined below. In the event of any actual,  
24 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
25 experiences or learns of that either compromises or could reasonably be expected to comprise  
26 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security  
27 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
28 notification, CONTRACTOR shall, at its own expense, immediately:

1                   31.2.1.1 Investigate to determine the nature and extent of the Security  
2 Breach.

3                   31.2.1.2 Contain the incident by taking necessary action, including, but  
4 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
5 security.

6                   31.2.1.3 Report to COUNTY the nature of the Security Breach, the  
7 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
8 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
9 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will  
10 take to prevent future similar unauthorized use or disclosure.

11                   31.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will  
12 determine what actions are necessary in response to the Security Breach and who will perform  
13 these actions. Actions may include, but are not limited to: notifications; investigation and  
14 remediation costs, including notification of all whose personal information was disclosed; outside  
15 investigation; forensics; counsel; crisis management; and credit monitoring. In the event  
16 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
17 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
18 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
19 required actions.

20                   32.    COPYRIGHT ACCESS

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

24                   33.    WAIVER

25                   No delay or omission by either party hereto to exercise any right or power accruing upon  
26 any noncompliance or default by the other party with respect to any of the terms of this Agreement  
27 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of  
28 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other

1 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,  
2 condition, or agreement herein contained.

3 34. PETTY CASH

4 CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed  
5 one thousand dollars (\$1,000).

6 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

7 35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use  
8 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
9 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
10 without COUNTY's prior written consent is expressly prohibited.

11 35.2 CONTRACTOR may develop and publish information related to this Agreement  
12 where all of the following conditions are satisfied:

13 35.2.1 ADMINISTRATOR provides its written approval of the content and  
14 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
15 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

16 35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
17 a statement that the program, wholly or in part, is funded through County and State Government  
18 funds;

19 35.2.3 The information does not give the appearance that the COUNTY, its  
20 officers, employees, or agencies endorse:

21 35.2.3.1 Any commercial product or service; and

22 35.2.3.2 Any product or service provided by CONTRACTOR, unless  
23 approved in writing by ADMINISTRATOR; and

24 35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
25 or other publicly available social media sites) to publish information related to this Agreement,  
26 CONTRACTOR shall develop social media policies and procedures and have them available to  
27 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
28 and Procedures as they pertain to any social media developed in support of the services described



1 within this Agreement. The policy is available on the Internet at  
2 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

3 36. REPORTS

4 36.1 CONTRACTOR shall provide information deemed necessary by  
5 ADMINISTRATOR to complete any State-required reports related to the services provided under  
6 this Agreement.

7 36.2 CONTRACTOR shall maintain records and submit reports containing such data  
8 and information regarding the performance of CONTRACTOR's services, costs, or other data  
9 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
10 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
11 written notice to CONTRACTOR.

12 37. ENERGY EFFICIENCY STANDARDS

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

15 38. ENVIRONMENTAL PROTECTION STANDARDS

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

21 38.1 No facility to be utilized in the performance of the proposed grant has been listed  
22 on the EPA List of Violating Facilities;

23 38.2 It will notify COUNTY prior to award of the receipt of any communication from  
24 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
25 grant is under consideration to be listed on the EPA List of Violating Facilities; and

26 38.3 It will notify COUNTY and EPA about any known violation of the above laws and  
27 regulations.  
28

1           39.    CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
2                    CERTAIN FEDERAL TRANSACTIONS

3           39.1    CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
4 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
5 by the Office of Management and Budget (OMB) and published in the Federal Register dated  
6 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
7 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must  
8 contain, and CONTRACTOR must certify compliance utilizing a form provided by  
9 ADMINISTRATOR that cites the following:

10                   39.1.1 The definitions and prohibitions contained in the clause at Federal  
11 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
12 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph  
13 B of this certification.

14                   39.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
15 knowledge and belief as of December 23, 1989, that:

16                           39.1.2.1 No federal appropriated funds have been paid or will be paid to  
17 any person for influencing or attempting to influence an officer or employee of any agency, a  
18 Member of Congress, an officer or employee of Congress, or an employee of a Member of  
19 Congress on his or her behalf in connection with the awarding of any federal contract, the making  
20 of any federal grant, the making of any federal loan, the entering into of any cooperative  
21 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
22 contract, grant, loan or cooperative agreement;

23                           39.1.2.2 If any funds other than federal appropriated funds (including  
24 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
25 person for influencing or attempting to influence an officer or employee of any agency, a Member  
26 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
27 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
28 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;

1 and

2 39.1.2.3 He or she will include the language of this certification in all  
3 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
4 \$100,000 shall certify and disclose accordingly.

5 39.1.3 Submission of this certification and disclosure is a prerequisite for making  
6 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes  
7 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to  
8 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,  
9 and not more than \$100,000, for each such failure.

10 40. POLITICAL ACTIVITY

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

14 41. TERMINATION PROVISIONS

15 41.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately  
16 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice  
17 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any  
18 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of  
19 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable  
20 control, and repeated or continued violations of COUNTY ordinances unrelated to performance  
21 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless  
22 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to  
23 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

24 41.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon  
25 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to  
26 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,  
27 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the  
28 parties. During the Transition Period, service and data access shall continue to be made available

1 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
2 transitioning all data in the format determined by COUNTY.

3 41.3 In the event of termination of this Agreement, cessation of business by  
4 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
5 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
6 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
7 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
8 Agreement.

9 41.4 The obligations of COUNTY under this Agreement are contingent upon the  
10 availability of federal and/or State funds, as applicable, for the reimbursement of  
11 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the  
12 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
13 remains in effect or operation. In the event that such funding is terminated or reduced,  
14 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
15 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall  
16 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
17 notification of such determination. CONTRACTOR shall immediately comply with  
18 ADMINISTRATOR's decision.

19 41.5 If any term, covenant, condition, or provision of this Agreement or the application  
20 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
21 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated  
22 thereby.

23 42. GOVERNING LAW AND VENUE

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

1 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree  
2 to waive any and all rights to request that an action be transferred for trial to another county.

3 43. SIGNATURE IN COUNTERPARTS

4 43.1 The parties agree that separate copies of this Agreement may be signed by each of  
5 the parties, and this Agreement will have the same force and effect as if the original had been  
6 signed by all the parties.

7 43.2 CONTRACTOR represents and warrants that the person executing this Agreement  
8 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind  
9 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all  
10 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

11 ///

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

By: *[Signature]*  
MARIA E. MINON, MD  
CHAIR OF THE  
CHILDREN AND FAMILIES  
COMMISSION OF ORANGE COUNTY

By: *[Signature]*  
CHAIRWOMAN  
OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: 2/26/19

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:

*[Signature]*  
ROBIN STIELER  
Clerk of the Board  
Orange County, California



SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE COMMISSION  
ATTEST: *[Signature]*  
ROBIN STIELER  
CLERK OF THE CHILDREN & FAMILIES COMMISSION  
ORANGE COUNTY, CALIFORNIA

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

APPROVED AS TO FORM  
ALAN BURNS  
COMMISSION SPECIAL COUNSEL

By: *[Signature]*  
DEPUTY

By: *[Signature]*

Dated: 02/26/19

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

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY  
FOR THE PROVISION OF HOME VISITING SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide centralized program management for the CalWORKs Home Visiting Initiative (HVI), which shall include interagency coordination, continuous quality improvement, program monitoring and evaluation, submission of data reports to ADMINISTRATOR, and provision of direct services through its funded service partnership to families referred by SSA. Families include: CalWORKs recipients who are pregnant with no other children at the time of voluntary enrollment; or, CalWORKs recipients who are first time parents of, or Caretaker Relatives of, a child less than twenty-four (24) months of age at the time of voluntary enrollment in CalWORKs Home Visiting Initiative services. CONTRACTOR, through its service partnership, shall ensure that services are provided to participants referred by ADMINISTRATOR on a Referral Form approved by ADMINISTRATOR. ADMINISTRATOR may limit the number of families participating in Home Visiting Services based on funding limitations. The population to be served as defined in this Paragraph shall hereinafter be referred to as "FAMILY/FAMILIES."

2. WORKLOAD STANDARDS

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

2.1.1 Provide Home Visiting Services through a Nurse-Family Partnership, including Perinatal Nursing and Support Services, for the duration of pregnancy and up to twenty-

1 four (24) months post-delivery;

2 2.1.1.1 Services shall occur once weekly for the first four (4) weeks of  
3 prenatal development, and thereafter every other week until the child is born;

4 2.1.1.2 Services shall occur once weekly during the first six (6) weeks  
5 of postnatal development, and once every two (2) weeks between six (6) weeks and twenty-one  
6 (21) months;

7 2.1.1.3 Services shall occur once each month from twenty-one (21)  
8 months old to two (2) years old.

9 2.1.2 Provide Perinatal Health Support Services and one (1) home visit each  
10 month, for up to fourteen (14) months;

11 2.1.3 Provide Resilient Parenting and Early Learning Connections Services,  
12 including a minimum of monthly home visits for up to twenty-four (24) months; and

13 2.1.4 Provide bilingual speaking staff to address the needs of FAMILIES as stated  
14 in Paragraph 1 of this Exhibit A, and as approved by ADMINISTRATOR.

15 2.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify  
16 workload standards, as set forth in this Paragraph and as authorized by COUNTY, without  
17 reducing the level of service to be provided by CONTRACTOR.

18 3. HOURS OF OPERATION

19 3.1 CONTRACTOR shall provide services during hours that are responsive to the  
20 needs of the target population(s) as determined by ADMINISTRATOR. At a minimum,  
21 CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m.,  
22 except COUNTY holidays as established by the Orange County Board of Supervisors. However,  
23 CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

24 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule  
25 which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday,  
26 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
27 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall  
28 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's



1 holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit A. Any unauthorized  
2 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall  
3 not be reimbursed.

4 4. SERVICES

5 CONTRACTOR shall provide the following services during normal business hours:

6 4.1 Individualized Care Plan

7 4.1.1 Home Visitor shall have direct contact with FAMILY to identify the  
8 primary service needs and determine what interventions are appropriate for the FAMILY. The  
9 FAMILY's strengths and/or resistance to services will be considered in determining what services  
10 will be provided.

11 4.1.2 A written Individualized Care Plan will be prepared by the Home Visitor  
12 containing specific goals and measurable objectives, as defined by the US Department of Health  
13 and Human Services' Home Visiting Evidence of Effectiveness, to be reached during the service  
14 period.

15 4.2 Home Visiting Services

16 4.2.1 Services by the Home Visitor will assist FAMILIES with prenatal health,  
17 child health, and development and FAMILIES' economic self-sufficiency and/or maternal life  
18 course development. Services by Home Visitor will assist FAMILIES with enhancing their health  
19 and well-being by: providing resources and referrals to prenatal, infant, and toddler care; informing  
20 FAMILIES about infant and child nutrition; conducting developmental screening and assessments;  
21 facilitating parents and child interaction and positive child development; coordinating child care;  
22 providing connection to early learning; and, encouraging job readiness and employment barrier  
23 removal.

24 4.3 Pre-and Post-Assessments

25 4.3.1 CONTRACTOR shall conduct a pre- and post-assessment which assesses  
26 risk and measures change in families. These assessments shall be pre-approved by  
27 ADMINISTRATOR, and administered by CONTRACTOR to FAMILIES entering and exiting  
28 services as part of the Individualized Care Plan.

1                   4.3.2 Community networking among agencies will be maintained to ensure  
2 FAMILIES secure the necessary services to meet their on-going needs.

3                   4.4 Quality Assurance

4                   CONTRACTOR and ADMINISTRATOR shall designate staff to meet on a  
5 monthly basis to discuss FAMILIES, Individualized Care Plans, goals and outcomes, and other  
6 quality assurance measures.

7                   4.5 Case Management

8                   Case consultation with designated SSA staff shall occur each month, at minimum,  
9 to discuss progress and concerns of FAMILIES.

10                  4.5.1 Case consultations will include, but are not limited to: relevant social and  
11 family history, relevant financial forms and information, changes in FAMILY behaviors, goals  
12 identified during assessment, description of specific examples of significant intervention efforts  
13 which have occurred, if any; and FAMILY's strengths, insights, community resource linkages,  
14 attendance, and other relevant FAMILY information.

15                  4.6 Goals and Outcomes

16                  4.6.1 CONTRACTOR will accept all referrals made by ADMINISTRATOR and  
17 will attempt phone, email or written contact with eighty percent (80%) of referred FAMILIES  
18 within five (5) business days.

19                  4.6.2 CONTRACTOR will schedule a face-to-face meeting with a minimum of  
20 fifty percent (50%) of contacted FAMILIES within fifteen (15) business days.

21                  4.6.3 CONTRACTOR will conduct a face-to-face meeting with a minimum of  
22 eighty (80%) of referred and scheduled FAMILIES within fifteen (15) business days.

23                  4.6.4 CONTRACTOR will identify immediate needs during intake assessments  
24 and will make referrals for services within thirty (30) calendar days.

25                  4.6.5 CONTRACTOR will attempt to survey all FAMILIES entering and exiting  
26 the program to assess the benefits of services received and the FAMILIES' increased feelings of  
27 parental confidence.

28                  5. FACILITIES

Administrative services under this Agreement shall be provided at:

Children and Families Commission of Orange County  
1505 East 17<sup>th</sup> Street, Suite 230  
Santa Ana, CA 92705

Home Based Services will be provided in the homes of FAMILIES referred for service.

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.

6. FAMILY CASE RECORDS

CONTRACTOR shall maintain case records on each FAMILY which shall include, but not be limited to:

- 6.1 FAMILY's name, address, phone number, and employment information;
- 6.2 Names, birth dates, and sex of all FAMILY members;
- 6.3 FAMILY's race, ethnicity, national origin, and primary and secondary language;
- 6.4 Other persons in the home and their relationship to the FAMILY;
- 6.5 Referral Form and any referral documentation provided by COUNTY;
- 6.6 Individualized Care Plan;
- 6.7 Social and family histories;
- 6.8 Case notes;
- 6.9 Any additional HVI forms; and
- 6.10 Authorization to release information between ADMINISTRATOR and

CONTRACTOR.

7. REPORTS

7.1 CONTRACTOR shall prepare and submit to designated COUNTY's Family Self Sufficiency staff written reports and data, including, but not limited to :

- 7.1.1 Home Visiting Initiative Caseload Information;
- 7.1.2 Home Visiting Initiative Referrals and Services;
- 7.1.3 Home Visiting Initiative Participant Demographics;

1                   7.1.4 Name and number of new FAMILIES referred each month; and referral  
2 source;

3                   7.1.5 Number of hours of in-home services provided each month;

4                   7.1.6 Number of bilingual FAMILIES served each month, with indication of  
5 primary and other languages spoken by FAMILIES;

6                   7.1.7 Number of active cases at the end of each month; and

7                   7.1.8 Number of cases closed during each month.

8                   7.2 Any additional information regarding FAMILY progress shall be prepared in a  
9 format approved by ADMINISTRATOR. ADMINISTRATOR may add, delete, waive, or  
10 otherwise modify individual reporting requirements as stated in this Paragraph.

11 8. MEETINGS AND REVIEWS

12                   8.1 CONTRACTOR and ADMINISTRATOR's designees shall meet on a monthly  
13 basis to review FAMILY progress and services provided by CONTRACTOR. The review may  
14 include, but is not limited to, an evaluation of the necessity and appropriateness of services  
15 provided and length of services.

16                   8.2 ADMINISTRATOR may meet with CONTRACTOR at CONTRACTOR'S  
17 facility referenced in Paragraph 5 of this Exhibit A, with date and time determined at  
18 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback  
19 regarding the case management of FAMILIES served by CONTRACTOR. CONTRACTOR shall  
20 comply with the findings and take corrective action accordingly.

21                   8.3 In the event CONTRACTOR, ADMINISTRATOR, and SSA's Family Self  
22 Sufficiency representatives and/or ADMINISTRATOR's designee are unable to resolve  
23 differences of opinion regarding the necessity and appropriateness of services and length of  
24 services, the dispute shall be submitted to COUNTY's Director of Family Self Sufficiency for  
25 final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under  
26 Paragraph 41 of this Agreement.

27 9. BUDGET FOR HOME SERVICES

28                   9.1 The budget for services provided pursuant to Exhibit A of this Agreement is set



1	Hospital Stipends for 10 Bridges Hospitals	\$ 50,000
2	Administrative Indirect	<u>24,787</u>
3	SUBTOTAL DIRECT SERVICES	\$ 74,787
4	<b>TOTAL LINE ITEM BUDGET FOR YEAR 2</b>	<b>\$ 1,499,436</b>
5		
6	<b>TOTAL CONTRACT MAXIMUM OBLIGATION</b>	<b>\$ 2,249,154</b>

7 (1) Administrative costs are defined as those costs not solely related to direct services to  
8 clients, supervision and program costs (e.g., executive director oversight, technology services,  
9 accounting, payroll, etc.).

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

11 9.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses,  
12 staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement  
13 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an  
14 exception and may be approved, on a case-by-case basis, at the sole discretion of  
15 ADMINISTRATOR.

16 9.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
17 notice, to add, delete, or modify line items and/or amounts and/or the number and type of FTE  
18 positions without changing COUNTY's maximum obligation, as stated in Subparagraph 20.1 of  
19 this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in  
20 accordance with Subparagraph 41.4 of this Agreement, in the event ADMINISTRATOR reduces  
21 the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and  
22 ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as  
23 set forth in this Exhibit A.

24 10. STAFF

25 CONTRACTOR shall provide the following described staff positions:

26 10.1 Program Manager

27 Duties

28 10.1.1 Administer contract and budget management.

1 10.1.2 Assure comprehensive program oversight.

2 10.1.3 Oversee staff development.

3 10.1.4 Assure ongoing program development to meet Goals and Outcomes.

4 Qualifications

5 10.1.5 Masters' Degree in social work or related field, with at least four (4) years  
6 direct service experience with children and families, and at least three (3) years supervisory  
7 experience with child and family programs, indicating knowledge of child welfare system,  
8 maternal child health systems, and early learning and early childhood mental health.

9 10.2 Program Supervisor

10 Duties

11 10.2.1 Provides leadership, clinical supervision, oversight and direction to Home  
12 Visitors in the coordination of patient/client care.

13 10.2.2 Assures and monitors delivery of quality services to families.

14 10.2.3 Coordinates, attends and participates in CalWORKS HVI meetings.

15 10.2.4 Prepares and submits monthly reports.

16 10.2.5 Assures accurate data entry into Bridges Connect and Parsimony system.

17 10.2.6 Participates in outreach activities, as reasonably requested, to assure  
18 maximum capacity of programs within the Bridges Network and CalWORKS HVI program.

19 10.2.7 Assesses problems, prepares documentation and Assessment and  
20 Treatment Plans, and monitors individual/family progress toward reaching predetermined goals;  
21 provides for regular review and updating of Assessment and Treatment Plans.

22 Qualifications

23 10.2.8 Masters' Degree in psychology, sociology, social work or related field, and  
24 a minimum of two (2) years' experience in clinical supervisory capacities and a total of five (5)  
25 years working with young children. Must possess a valid California driver's license.

26 10.3 Home Visitor

27 Duties

28 10.3.1 Provides services and referrals to individuals/families with problems, i.e.,

1 child management, personal and family adjustments, finances, employment, and physical and  
2 mental impairments. Provides follow-up treatment to individuals/families.

3 10.3.2 Assesses problems, prepares proper documentation, and Assessment and  
4 Treatment Plans; creates and updates Individualized Care Plan.

5 10.3.3 Prepares and submits reports and/or recommendations to Program  
6 Supervisors concerning case load status, critical incident involvement of family members and staff,  
7 budget requests, changes in program plans, and any unusual incidents that occur in the operation  
8 of the program.

9 10.3.4 Develops and maintains effective working relationships with necessary  
10 support services for the program, such as doctors and dentists, public welfare personnel, lawyers,  
11 therapists, law enforcement staff, school officials, neighbors, church and youth organizations, etc.

12 Qualifications

13 10.3.5 Bachelors' Degree and two (2) years' experience in the human service field  
14 is required. Must possess a California driver's license, excellent communication skills, and the  
15 ability to provide on-going support and counseling for families in crisis.

16 10.3.6 Home Visitors performing services for the Nurse Family Partnership must  
17 be a Registered Nurse, have a Public Health Nurse Certification, and have one year of public health  
18 nursing experience.