

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2014, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Family Resource Center Network of Mendocino County** hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR to provide child abuse prevention, intervention and family support services ("Services"); and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination
Exhibit E	Agreement between Family Resource Center of Mendocino County and Redwood Children's Services.
Appendix A	Certification Regarding Debarment, Suspension, and other Responsibility Matters - lower tier covered transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement

The term of this Agreement shall be from July 1, 2014 through June 30, 2015.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred, Ten Thousand, Nine Hundred and Twenty-dollars (\$110,927) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

By _____
John Pinches, Chair
Board of Supervisors

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By _____
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By _____
Deputy

Date: _____

CONTRACTOR/COMPANY NAME

By _____
Signature

Printed Name: _____

Title: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Family Resource Center (FRC) Network of
Mendocino County
Redwood Children's Services Inc. (RCS) –
Fiscal Agent
PO Box 422
Ukiah, CA 95482
Phone: (707) 467-2010

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

HEALTH AND HUMAN SERVICES AGENCY

By _____
Bryan Lowery, HHSA Assistant Director,
Human Services

Date: _____

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item (Acct String): 863131

Org/Object Code: SSCAPIT

Grant: ☐ Yes ☒ No

Grant No.: _____

INSURANCE REVIEW:

RISK MANAGER

By _____
KRISTIN McMENOMEY, Director
General Services Agency

Date: _____

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

Douglas L. Losak, Acting County Counsel

By _____

Date: _____

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By _____
Carmel J. Angelo, Chief Executive Officer

Date: _____

Fiscal Review:

By: _____
Deputy CEO/Fiscal Date

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☒ **Exception #:** 14-78

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

HEALTH AND HUMAN SERVICES AGENCY

By _____
BRYAN LOWERY, HHSA Assistant Director,
Human Services

Date: _____

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item (Acct String): 863131

Org/Object Code: SSCAPIT

Grant: ☐ Yes ☒ No

Grant No.: _____

**INSURANCE REVIEW:
RISK MANAGER**

By _____
KRISTIN McMENOMEY, Director
General Services Agency

Date: _____

CONTRACTOR/COMPANY NAME

By _____
Signature

Printed Name: _____

Title: _____

Date: _____

**NAME, ADDRESS, PHONE NUMBER OF
CONTRACTOR:**

Family Resource Center (FRC) Network of
Mendocino County
Redwood Children's Services, Inc. (RCS) –
Fiscal Agent
PO Box 422
Ukiah, CA 95482
Phone: (707) 467-2010

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By _____
Carmel J. Angelo, Chief Executive Officer

Date: _____

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

Douglas L. Losak, Acting County Counsel

By _____

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; 50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ **Exception #:** 14-78

Fiscal Review:

By: _____
Deputy CEO/Fiscal

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address

of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TRAVEL EXPENSES: CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
9. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the

CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.

10. **CONFIDENTIALITY:** CONTRACTOR agrees to require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and Procedures, to assure that:
 - a. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
 - b. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

Contractor agrees to inform all its employees, agents, and partners of the above provisions and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

11. **MONITORING:** CONTRACTOR shall cooperate fully with any utilization review committee established by the COUNTY for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.
12. **GRIEVANCE PROCEDURE:** CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding the delivery of services. This system shall include notification to the recipients of their right to a state hearing.
13. **ABUSE REPORTING REQUIREMENTS:**
 - a. **CHILD ABUSE REPORTING REQUIREMENT:** CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165(k). This responsibility shall include:

(1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Penal Code Section 11166, to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.

(2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

b. **ADULT ABUSE REPORTING REQUIREMENT:** CONTRACTOR shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610 are reported to Adult Protective Services. This responsibility shall include:

(1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Welfare and Institutions Code Section 15630 and 15632, to report adult abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.

(2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report adult abuse under Welfare and Institutions Code Section 15630 and 15632, gain knowledge of, or reasonably suspect that an adult has been a victim of abuse or neglect.

14. **HIPAA COMPLIANCE:** CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold the COUNTY harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations. CONTRACTOR also agrees: patients to whom services are rendered are third-party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to COUNTY reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon agreement termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records. A failure by CONTRACTOR to adhere to these provisions shall result in agreement termination.

15. ELIGIBILITY FOR SERVICES: The COUNTY shall determine eligibility for receiving services under this agreement.
16. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
17. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Social Services
PO Box 422
Ukiah, CA 95482
Attn: Randy Colson

To CONTRACTOR: Family Resource Center (FRC) Network of
Mendocino County
Redwood Children's Services, Inc. (Fiscal Agent)
PO Box 422
Ukiah, CA 95482
Attn: Camille Schrader, RCS Executive Director

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

18. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
19. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in paragraphs a through d (above) in each of its subcontracts.
20. **NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS FOR RECIPIENTS OF MENDOCINO COUNTY HEALTH & HUMAN SERVICES**

AGENCY: If applicable, under this agreement, the CONTRACTOR provides assistance or services to any applicant, client, participant or service recipient, hereinafter referred to as "recipient" of the Mendocino County Health & Human Services Agency, the CONTRACTOR shall administer said assistance or service in compliance with the provisions of Exhibit D "Assurance of Compliance with the Mendocino County Health & Human Services Agency Nondiscrimination in State and Federally Assisted Programs" form and shall complete and submit to the COUNTY said form prior to providing said assistance or service under this agreement. CONTRACTOR shall not charge recipients for the use of interpreters and shall insure that recipients covered under the provisions of Exhibit D are not denied or delayed in receiving assistance or services available to the other recipients under this agreement.

21. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.
22. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
23. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
24. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and

maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

25. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
26. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
27. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services outlined in Exhibit A shall not exceed \$110,927 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
28. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the services set forth in this Agreement, or other means of performing the same functions of such

services, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

29. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
30. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
31. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
32. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
33. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
34. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
35. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the

Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

36. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without COUNTY's prior written approval
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
37. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 16), shall survive termination or expiration for two (2) years.
38. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
39. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
 - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 38 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
 - d. Notwithstanding this Section 38, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.
40. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this agreement. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

Network Definition:

The Family Resource Network of Mendocino County (the Network) is comprised of eight, 501(c) 3, nonprofit family resource centers (FRCs), and two county-funded centers. Their mission is to nurture the collaborative efforts of FRCs within Mendocino County to provide strength-based services that embrace all cultures in response to the community needs. They provide a broad array of services for children, youth, and their families. The Network enables the FRCs to continue to serve their communities, while at the same time collaborating with others doing similar work to share ideas and resources, learn from each others' experiences, create a body of best practices, and enhance their financial viability.

On July 1, 2011 The Network entered into an agreement (Exhibit E) with Redwood Children's Services (RCS). RCS will serve as the fiscal agent for the Network.

Services provided through the eight non-profit Family Resource Center (FRC) members of the FRC Network of Mendocino County:

1. After School and Summer Programs

Programs that offer both English or Spanish speaking families a safe place where their children can build both academic and social skills, and provide care while the students' parents are at work.

- a) After School Program students include minorities, children with disabilities, adoptive, and at risk-children. Laytonville Healthy Start, an affiliate of Harwood Memorial Park, provides a Grades 6-12 program with teen mentors and runs three days a week with activities including Cooking Class, Homework Help, Computer Access, Gardening, Arts and Crafts, Kite Making, and physical activities (basketball, etc.). The goal is to give children a safe place to hang out, get a snack, do homework, learn something new, and to expose them to healthy adult role models.
- b) Nuestra Alianza has a bilingual program for children who attend the three grammar schools in Willits. The first priority is working intensely with new student arrivals from Mexico who only speak Spanish. The second priority is bilingual help with homework. The third priority is to assist all children with homework. When the academic component is completed, the children participate in sports, board games, art projects, dance, nutritious snacks are also provided.

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2. Tutoring Programs

Provide English or Spanish speaking children with a safe place where they can build academic skills. Many programs provide students with mentoring and college prep courses in addition to the usual academic support and enrichment activities. These programs will include pre- and post-grades for evaluating success, the pre-scores will be entered into MendoFRC database by October and the post scores will be entered in May of each year.

These programs provide kids with opportunities to build academic skills. Nuestra Casa and Potter Valley Youth and Community Center sites offer the tutoring on a four day a week basis. The children have school bus transportation to the sites.

They receive individual and group assistance with homework ranging from math, science, reading and some sports activity when homework is completed. The instructors check back with the students, to make sure there is comprehension of the materials covered. All students complete a pre and post test to evaluate their individual progress and the effectiveness of the program. The Nuestra Casa staff is bilingual. The target population for Potter Valley is children from First Grade through Junior High, ranging in age from 6 -13 years. This is a multicultural group. The target population for Nuestra Casa is the local Hispanic children from First Grade through Sixth Grade, ranging in age from 6-11 years. Both of these FRCs target populations include at risk, low income and minority children.

3. Maintenance of Effort (MOE) funds for after-school/tutoring programs:

Mendocino County is obligated by the California Department of Education to support child development/child care programs in our county in the annual amount of \$2,458 for "Maintenance of Effort" (MOE). We do so by distributing these funds among those Family Resource Centers (FRCs) that provide after-school and tutoring programs in our Office of Child Abuse Prevention (OCAP) contract(s). In 2013-14, we will distribute this amount in addition to payment for October, 2013 OCAP activities, in equal amounts, among any of the four FRCs that have conducted after school or tutoring programs during that month.

- a) The following FRCs have committed to after-school and tutoring programs in their OCAP contract: Laytonville Healthy Start, Nuestra Alianza, Nuestra Casa and Potter Valley Youth and Community Center. If these activities are documented in MendoFRC as being offered and utilized during October, the Network should invoice us for the entire

EXHIBIT A – Page 3

\$2,458 with the October, 2013 OCAP invoice, divided evenly among those FRCs with active programs in October.

4. Parent Education and Support

- a) Nuestra Casa will be offering Love and Logic, a six week parenting class offered in both Spanish and English. Having been created to help parents raise their children with love and the learning experience of consequences rather than abuse, threats, and neglect. Love and Logic helps parents create a relationship with their children and build confidence with one another. The lessons focus on positive parenting and what parents can do instead of harsh consequences. This class targets the entire population of Ukiah, including Latinos. The Love and Logic class is open to all community members, some of which may have adoptive relationships. There are many non-parent family households in this community including grandparents, aunts and uncles. There is also child care provided for this class. The goal is to keep families healthy and intact. The participants complete a pre and post questionnaire to assess the effectiveness of this class.
- b) Safe Passage Family Resource Center in Fort Bragg and Laytonville Healthy Start Family Resource Center in Laytonville will be offering parents the group-level 3 or 4 “Triple P” Program (Positive Parenting Program), as indicated on the California Evidence-Based Clearinghouse for Child Welfare, is evidence-based and offered to community members at large, which may include adoptive parents. The primary goal of this program is to prevent behavioral, emotional and developmental problems in children by enhancing the knowledge, skills and confidence of parents. The program emphasizes five core principles of positive parenting: (i) ensuring a safe and engaging environment; (ii) promoting a positive learning environment; (iii) using assertive discipline; (iv) maintaining reasonable expectations; and (v) taking care of oneself as a parent. The program typically consists of eight weekly sessions lasting one hour each including the final Progress Review Survey. The parents are given weekly homework to practice their newly acquired skills while interacting with their children. There is a pre and post test utilized to measure the effectiveness of this program.

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c) The Network will be providing the following imbedded in their program curricula:

- i. Parent education in classes, groups and/or individual counseling sessions in English or Spanish addressing a continuum of parenting issues.
- ii. Parental support, information, assistance, referral and enrollment of children in health insurance programs as needed.
- iii. Home visiting to help ensure families are able to access services despite isolation and lack of public transportation.
- iv. Comprehensive bilingual information, assistance, referral and support services to families.

5. Family Support Programs under the Family Support category will include:

a) The Arbor on Main Youth Resource Center will provide:

- i. Anger Management: This program is in collaboration with Project Sanctuary and the Arbor where youth are taught anger management skills through a six week course. Those who require an Anger Management class through probation can fulfill it here; however, it is also open to anyone who feels they need to take this course. There will be pre and post survey for this program.
- ii. Mom-to-Mom: An opportunity for young mothers to bring their babies and socialize with experienced mothers. Under the guidance of First 5 Mendocino, young and experienced mothers come together to discuss parenting issues/concerns and how to resolve them. There will be an adoption support and promotion component addressed during this class. There will be pre and post survey for this program.
- iii. Financial Literacy: Topics covered in this program will include basic banking info, bank functionality, credit, investments and bankruptcy/loans. This program is made exclusive to youth via an application process. Youth participants will receive a \$25 bank account credit with Mendo-Lake Credit Union following the completion of the 6 week series and school credit. Youth will also participate in free weekly raffles for arriving on time and staying until the end of the session. A pre and post survey is utilized for this class.

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- iv. Positive Parenting: A parenting program for young mothers led by the Arbor staff. This program works on teaching young mothers about the health and safety factors that are essential in bringing up a child. It also covers positive discipline techniques, parenting skills, fun recipes, and more. There is a pre and post questionnaire for this program.
 - v. Good Eats: Under the guidance of the Arbor staff, youth work together to prepare, cook, eat, and clean up after an inexpensive healthy meal. There will be pre and post survey for this program.
- d) Action Network Family Resource Center and Safe Passage Family Resource Center will provide Case Management:

The case management service is utilized for more complex clients at Action Network and Safe Passage Family Resource Centers. These two Family Resource Centers will provide services which will include at least three families each with a minimum of four contacts per family, per month. The contacts can range from a referral for services (Medi-Cal, housing, and/or counseling) to assistance with applications for services or employment. Many times transportation for medical appointments or other services are utilized. Clients are often presently coping with inadequate income, housing, child care, or money management skills, Alcohol and Other Drugs (AOD) issues, and a need to hone their parenting skills.

Sometimes home visits are required to assist these families. There are always multiple phone and face contacts when addressing each goal within a family's unique needs. Having a case manager provides consistency for clients and the expertise needed to develop and implement a case plan which includes positive and realistic goals. One of Action Network's two Case Managers is bilingual/bicultural. When the client is involved with Child welfare System (CWS), Action Network works closely with CWS and other involved agencies. The Action Network FRC serves clients in a remote setting where CWS does not have an office. The case management services provided here have supported CWS case plans for reunification, with the services listed above. This allots the client services within their local community, when transportation may be an issue. The case management service offered at Safe Passage are provided through a team effort utilizing both a CWS employee and a Safe Passage employee to best meet the client's needs. It is

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the CWS intent to offer these services at this FRC in collaboration to provide a family friendly setting where the CWS stigma is not attached for the client. Both sites offer case management services within their local communities which likely contain families with an immediate adoption relationship or one in an extended family member. A CWS reunification case may sometimes fail and those parental rights become relinquished, leaving a child available for adoption. In this sense the case management services are providing for reunification, while also supporting and promoting adoption. A CWS child that has been removed may come from an adoption relationship as well. Adoption questions have been added to the database registration forms for the case management clients. There is a pre and post measurement tool utilized for this program, entered into the MendoFRC database.

- e) The Action Network FRC will offer four Family Health presentations on a rotating schedule. Each presentation will be offered three times during the year for a total of 12 presentations, or one presentation per month. The FRC will create a roster for each presentation and have the attendees complete an intake form, and the data collected will be entered into MendoFRC database. Pre and post testing will be used, one at the beginning of the presentation and one at the end to measure what the attendees have learned.
 - i. **Father Engagement:** Javier Chavez, Family Advocate. One bilingual, 2 English presentations. Javier will explain the importance of father engagement to the educational, emotional, and social success of the children and all family members. Through these presentations the goal will be to bridge the cultural gap regarding the role of the father. The philosophy will be based on the practice of an engaged father is one who: Feels responsible for and behaves responsibly toward his child; is emotionally engaged; is physically accessible; Provides material support to sustain the child's needs; is involved in child-care; exerts influence in healthy child rearing decisions. A pre-post test will be administered to measure the increase in understanding before and after the class.
 - ii. **Suicide Prevention:** Leah Kirby, Applied Suicide Intervention Skills Training (ASIST) certified. The following items will be discussed in this suicide prevention awareness workshop:
Reducing attitudinal barriers which hinder the ability to be direct

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and comfortable with suicidal situations, dispelling myths about youth suicide, identifying the indicators and assess suicidal risk, intervening with a youth at risk of suicide, engaging in efforts to build collaborative resource networks for suicidal youth. A pre and post test will be administered to measure the increase in understanding before and after the class.

- iii. **Nutrition and Health Education**: Presenter: Janet Kukulinsky, MS, Food Science and Nutrition, Minor Food Microbiology, Certified Food Safety Instructor (National Environmental Health Association and ServSafe) and Adjunct Faculty Member Mendocino College.

- a) Action Network FRC will present “Home Food Safety” a consumer program addresses critical steps to safely prepare food in the home that provides easy, actionable tips. This program was created by the Academy of Nutrition and Dietetics (formerly the American Dietetic Association).

Topics will include:

- i. Why food safety is important.
- ii. Common food borne illnesses
- iii. Who is at higher risk
- iv. Risks you can control: storage, refrigeration, personal hygiene, cross-contamination, contaminated food sources, kitchen surface safety, cutting board safety, preparation, cooking, cooling, reheating and the importance of time and temperature.

A pre- post- test will be administered to measure the increase in understanding before and after the class.

- a) Nutrition and Diabetes Prevention Class based upon the USDA Choose My Plate Program. Presenters: Redwood Coast Medical Services Diabetes and Hypertension Educators Jackie Lappe, RN and/or Trish Miller, RN

The focus will utilize the 10 Tips Nutrition Education program including the following topics:

- i. Choose My Plate
- ii. Make Half Your Grains Whole
- iii. Got Your Dairy Today?
- iv. Smart Shopping for Veggies and Fruits
- v. Kid-Friendly Veggies and Fruits
- vi. Cut Back on Your Kid's Sweet Treats

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- vii. My Plate Snack Tips for Parents
- viii. Build a Healthy Meal
- ix. Eating Better on a Budget
- x. Be a Healthy Role Model for Children

A Pre- Post- Basic Nutrition Quiz will be administered to measure the increase in understanding from before to after the class.

- b) Anderson Valley Family Resource Center will provide Young Mom's Group. This group focuses on young mothers under the age of 18 years. They address a different topic of parenting at each session. This is accomplished through guest speakers, documentary videos and presentations. Here is one example: A documentary film titled "Babies", culturally following several women around the world from delivery through three years of age. A discussion is held after the movie drawing out differences and similarities the students ascertained from the viewing. The participants decide in the sessions which presentations they would like, to enhance their individual parenting skills. There is an adoptions component to this program. The participants in this class complete a pre and post survey. This is a bilingual class.

Each program will address and provide:

- i. Provide an intervention network of integrated services and resources to support families in using their strengths and skills to solve problems and achieve self-efficiency.
- ii. Parental support, information, assistance and referral and enrollment of children in health insurance programs as needed.

6. Health Related Programs: Alcohol and Drug Abuse Prevention

- a) The Anderson Valley High School campus site for this FRC offers individual and group counseling in their Alcohol and Other Drug Treatment Program for high school youth. They utilize the research-based Substance Abuse and mental Health Services Administration (SAMSHA) recommended prevention program curriculum. Their individual counseling component is a self-referral and has a

mandatory six week program. The therapist who leads these sessions maintains a full caseload (6-8 clients daily). In both services, they address issues of substance abuse and provide healthy alternatives and coping skills. The participants complete a pre and post questionnaire to rank their personal success in this program. Each program will address:

- i. Early prevention and treatment of alcohol and drug abuse is critical in order to maximize students' success in life.
- ii. Use of research-based, SAMSHA recommended prevention programs

7. Adoption Promotion and Support Outreach

- a) Nuestra Casa Family Resource Center will pass out informational brochures and flyers on adoption to participants during their annual public events, at least twice a year these materials will be provided.
- b) Safe Passage will be offering the following programs that address adoption based on the need of the families in attendance:
 - i. Grandparents Raising Grandchildren: support group is held at Safe Passage twice a month on Thursday mornings. This is one of the most consistent, long-running gatherings we host here at Safe Passage and the participating grandmothers have become a network of friends. The option of adoption is discussed by this group when that course of action makes sense for the family.
 - ii. Foster and Kinship Care Program: Karen Jason of the Mendocino College Foster and Kinship Care Program in Ukiah began coming to Safe Passage once a month in the fall of 2011. The trainings that she provides inland in Ukiah and Lake County always sound great, and we are glad she is bringing these opportunities to the coast's foster and kin care families. Karen's presentations include topics such as "Parenting Styles and the Escalation Trap," "Gang Issues in Middle and High School," "My Child Won't Listen to Me," and "Self Care for Caregivers." Again, the option of adoption is discussed by this group

when that course of action makes sense for the family. Karen speaks with authority about this process since she and her husband were foster parents who later adopted their foster child, now in his teens. These presentations will be offered twice a year, and they will be documented using a group attendance list and will be entered into Mendo FRC data base.

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- c) Nuestra Casa will be passing out adoption brochures during their public outreach events, which will take place at least two times per year. The brochures taken by the public will be tracked in the MendoFRC database.
- d) Both Arbor on Main and Anderson Valley Resource Centers will have an adoption component in their Young Moms and Mom to Mom classes.
- e) The Action Network FRC will provide Adoption Promotion and Support services consisting of handing out brochures at public outreach events throughout the year (Harbor Festival; Halloween Open House; Holiday Open House; Cinco de Mayo multi-cultural celebration) and providing two programs about Adoption opportunities in Mendocino County. The presentations will be documented with an attendance list and entered into the MendoFRC database. The handouts will be tracked in the database as well. There is no pre and post measurement required for this program

8. General Services

- a) An emphasis on prevention of child abuse and neglect by providing at least fifty percent (50%) of these services to participants who are not currently active in Child Welfare Services.
- b) Treatment and avoidance of reoccurring child abuse and neglect by providing services to local children and families who are active in Child Welfare Services.
- c) Collection and reporting of data monthly, including listing of clients served (with full demographics and sources of referral) through the family resource centers. All pre and post test scores for services will be entered into the MendoFRC database in a timely manner.
- d) The Family Resource Center Network of Mendocino County will continue to conduct peer reviews to provide mutual support and promote best practices.
- e) Collection and submission to COUNTY of quarterly client satisfaction surveys, pre- and post-tests, pre- and post-grades for tutoring students (may include attendance and attitude), and any other outcome data as required by COUNTY and related to the services

- f) Participate with quarterly resource center site visits, including completing and submitting any questionnaires or surveys related to the site visit.
- g) Collaboration with the County in the data collection, input and maintenance of County's contracted database (MendoFRC). All OCAP contracted services shall have the prefix "OCAP" in MendoFRC database with the exception of Family Supports Case Management. All FRC records will be kept current on a monthly basis with supporting data entered no later than the 7th of the month following provision of services.

9. Contract Compliance

Compliance checking for each FRC will be completed by the Network Coordinator prior to submission of any invoice to the FISCAL AGENCY and COUNTY.

Once compliance checking has been performed, the Network will provide COUNTY with one invoice by the 15th of the month following the provision of services, for the entire Network. If, in performing due diligence in spot-checking data entry or observing services being performed, COUNTY observes any compliance problems, the entire invoice will be rejected until said problems are resolved and re-invoiced.

The FRC Network of Mendocino County and its fiscal agent will be responsible to make sure all of the funding allocated in this contract is spent as defined within the contracted services and time frames. The funding, provided by State and Federal Offices of Child Abuse Prevention, will be lost if not spent during each fiscal year.

If for any reason an FRC is unable to fulfill its contractual obligations stated herein, the FRC Network will within ten days of identifying the problem, propose another way to spend the funds, either with a different program falling under the same funding source as the one unable to be provided, or with a different FRC providing the same or similar program under the same funding source. Any requests of this type must be approved by the OCAP Liaison and perhaps also by COUNTY's consultant with the OCAP Bureau of California Department of Social Services.

[END OF EXHIBIT A]

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EXHIBIT B
PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

1. All invoicing and payments are to be coordinated through the Fiscal Agent (see Exhibit E).

Center	CAPIT Total: \$51,030.00		CBCAP Total: \$8,000.00		PSSF Total: \$49,439.00		Totals by FRC
Action Network Family Resource Center Match: \$1,211 – Drug Free Communities					Family Supports Case Management <i>Family Reunification</i>	\$5,258.34	
					Family Health Presentations: <i>Father Engagement Suicide Prevention, Nutrition & Health Education, Nutrition & Diabetes Prevention Family Preservation</i>	\$2,276.49	
					Adoption Community Outreach <i>Adoption Promotion & Support</i>	\$4,574.10	
							\$12,108.93
Anderson Valley Family Resource Center Match: \$1761 – Anderson Valley Education Fund					ATOD: Alcohol and other drug treatment <i>Family Preservation Young Mothers Class Adoption Promotion & Support</i>	\$9,982.60	
						\$2,112.26	\$12,094.86

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Center	CAPIT Total: \$51,030.00		CBCAP Total: \$8,000.00		PSSF Total: \$49,439.00		Totals by FRC
Arbor on Main Match: \$1,312.77- Redwood Children's Foster Family Agency					Anger Management Mom 2 Mom Financial Literacy Positive Parenting Good Eats <i>Family Preservation & Family Support</i>	\$11,934.27	\$11,934.27
Laytonville Healthy Start Match: \$1,226 - Laytonville Unified School District, Community Donations	After School Drop in Summer program	\$7,658.46 \$ 2,796.48	Triple P	\$1,800.00			\$12,254.94
Nuestra Alianza de Willits Match: \$1,992 - First 5 and Kapfam Foundation	After school program	\$12,198.96					\$12,198.96
Nuestra Casa Match: Access to Services, Fundraising, Donations	Tutoring	\$11,091.15			Love and Logic <i>Family Preservation</i> Adoption Community Outreach <i>Adoption Promotion & Support</i>	\$928.57 \$131.35	\$12,151.07

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[illegible]

[End Payment Terms]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing malpractice insurance coverage for CONTRACTOR and his employee(s) in an amount, which is no less than \$1,000,000 in a form acceptable to the COUNTY.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: Family Resource Center (FRC) Network of Mendocino County

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
PO Box 422, Ukiah, CA 95482
Address of CONTRACTOR

CONTRACTOR Signature

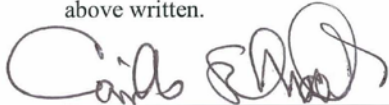
Exhibit E

THIS AGREEMENT is entered into as of this 1st day of July 2014 by and between the Family Resource Center Network of Mendocino County (FRC Network) and Redwood Children's Services (RCS).

WITNESS THAT RCS agrees to perform the following services for the FRC Network of Mendocino County:

1. Provide grant management services to include:
 - Accept and administer grant funding as outlined in the OCAP proposal
 - Ensure timely submission of required grant reports
 - Generate monthly financial statements including review of journal entries; grant receivable/deferred revenue, accrual review/correction of posted activity.
2. RCS shall commence performance of there activities on July 1, 2014 through June 30, 2017.
3. RCS shall maintain such records and accounts, including personnel and financial records, as are deemed available for audit purposes to the FRC NETWORK or any representative of the funding source authorized by the FRC NETWORK. Such records will be retained for three (3) years after expiration of this Contract unless permission to destroy them is granted, in writing, by the Agency and the Funding Source.
4. RCS agrees to not be compensated for these services.
5. The parties intend RCS to be an independent contractor in the performance of these services. As such, RCS shall exert independent, professional judgment in the design and delivery of information to the FRC NETWORK. No relationship of employer and employee is created by this agreement.
6. FRC NETWORK understands and agrees that RCS retains the right to perform services for other clients.
7. RCS warrants that as an independent organization, he/she carries workers' compensation and malpractice insurance and agrees to provide evidence of such coverage at the time of signature of this contract.

In witness thereof, the parties hereto have executed this Agreement as of the date first above written.



Camille Schraeder, Executive Director
Redwood Children's Services

6/26/14
Date



Jayna Shields Spence, Coordinator
Family Resource Center Network

6/27/14
Date

Appendix A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Camille Schrader

(Type Name)

Redwood Children's Services Inc.,
Executive Director

(Title)

(Signature)

Family Resource Center (FRC) Network
of Mendocino County

(Organization Name)

PO Box 422
Ukiah, CA 95482

(Organization Address)

(Date)

Addendum A

Medi-Cal Data Privacy and Security Agreement

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, DHCS and the Contractor mutually agree as follows:

I. Privacy and Confidentiality

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

III. Management Oversight and Monitoring

The Contractor agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored.

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- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

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- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- J. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- O. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

VIII. Audit Controls

- P. Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to:

- A. Notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

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Signature Page

Family Resource Center (FRC) Network of Mendocino County
Contractor Name (printed)

Contractor Signature

Executive Director
Contractor Title

Redwood Children's Services as fiscal agent for the FRC Network
Contractor's Agency Name

Date