

CHILDREN’S HOME SOCIETY OF CALIFORNIA
FOR THE PROVISION OF BRIDGE PROGRAM CHILD CARE NAVIGATOR
AND TRAUMA-INFORMED TRAINING AND COACHING SERVICES

WITNESSETH:

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1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, 2022, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

4. DESCRIPTION OF SERVICES

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

1 Home Society of California (CHS), for the Provision of Bridge Program Child Care Navigator and
2 Trauma-Informed Training and Coaching Services (Bridge Navigator), attached hereto and
3 incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term
4 of this Agreement with the number and type of staff described and as required for provision of
5 services hereunder.

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

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

11 5. LICENSES AND STANDARDS

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

23 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
24 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
25 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
26 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title
27 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of
28 California, County of Orange, and County of Orange Social Services Agency, and all

1 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist
2 or be hereafter amended.

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

6 5.3 CONTRACTOR shall cooperate with the California Department of Social Services
7 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect
8 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY
9 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

10 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

11 6.1 Delegation and Assignment

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

19 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
20 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
21 for the provision of services under the Agreement.

22 6.2 Change of Ownership

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

28 7. SUBCONTRACTS

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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

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

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

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

8.2 Change in Form of Business Organization

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

8.3 Name Change

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 participants,
8 provision of services or benefits, assignment of accommodations, treatment, evaluation,
9 employment of personnel, or in any other respect, on the basis of race, religious creed, color,
10 national origin, ancestry, physical disability, mental disability, medical condition, genetic
11 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,
12 military and veteran status, or any other protected group, in accordance with the requirements of
13 all applicable federal 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 CDSS Manual of Policies and
24 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph,
25 CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with
26 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be
27 referred to the appropriate federal agency for further compliance action and enforcement of
28 Subparagraph 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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

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

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

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

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>

(*SSA Contractor and Vendor Compliance page*)

10. NOTICES

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

COUNTY: County of Orange Social Services Agency

Contracts and Procurement Services

500 N. State College Blvd, Suite 100

Orange, CA 92868

CONTRACTOR: Children's Home Society of California

1300 West Fourth Street

Los Angeles, CA 90017

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and

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

10 13. INSURANCE

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

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

1 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
2 Insurance. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically
3 be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's
4 current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
5 addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees
6 to all of the following:

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

12 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
13 irrespective of any duty to indemnify or hold harmless; and

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

17 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
18 term of this Agreement, COUNTY may terminate this Agreement.

19 13.5 Qualified Insurer

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

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

28 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide

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
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.8 Required Coverage Forms

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

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

13.9 Required Endorsements

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

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

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

1 13.9.2 The Network Security and Privacy Liability policy shall contain the
2 following endorsements which shall accompany the Certificate of Insurance.

3 13.9.2.1 An Additional Insured endorsement naming the County of
4 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
5 for its vicarious liability.

6 13.9.2.2 A primary and non-contributing endorsement evidencing that
7 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
8 County of Orange shall be excess and non-contributing.

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

13 13.11 All insurance policies required by this Agreement shall waive all rights of
14 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
15 employees when acting within the scope of their appointment or employment.

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

21 13.13 If CONTRACTOR's Network Security & Privacy Liability policy is a "claims
22 made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability
23 coverage for two (2) years following completion of this Agreement.

24 13.14 The Commercial General Liability policy shall contain a severability of interests
25 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

26 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in
27 Paragraph 10 of this Agreement.

28 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements

1 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
2 award may be made to the next qualified proponent.

3 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
4 decrease insurance of any of the above insurance types throughout the term of this Agreement.
5 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
6 appropriate to adequately protect COUNTY.

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

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

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

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

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

24 14.2 Any accident or incident relating to services performed under this Agreement that
25 involves injury or property damage which may result in the filing of a claim or lawsuit against
26 CONTRACTOR and/or COUNTY.

27 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
28 relating to services performed by CONTRACTOR under this Agreement.

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

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

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

15. CONFLICT OF INTEREST

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

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

16. ANTI-PROSELYTISM PROVISION

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

17. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the

1 purposes of this Agreement with any funds made available under this Agreement.
2 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from
3 COUNTY with respect to, that portion of its obligations which have been paid by another source
4 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,
5 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,
6 State, or COUNTY funds under any federal, State, or COUNTY program without prior written
7 approval of ADMINISTRATOR.

8 18. EQUIPMENT

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

17 CONTRACTOR further agrees to the following:

18 18.1.1 To maintain all items of Capital Equipment in good working order and
19 condition, normal wear and tear excepted.

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

24 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
25 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
26 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

27 18.1.4 To purchase a policy or policies of insurance covering loss or damage to
28 any and all Capital Equipment purchased under this Agreement, in the amount of the full

1 replacement value thereof, providing protection against the classification of fire, extended
2 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
3 parties' interests as they appear.

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

10 18.3 Computer Equipment

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

14 19. BREACH SANCTIONS

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

19 19.1.1 Afford CONTRACTOR a time period within which to cure the breach,
20 which period shall be established by ADMINISTRATOR; and/or

21 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
22 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
23 and/or

24 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
25 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

26 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
27 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

28 20. PAYMENTS

1 20.1 Maximum Contractual Obligation

2 The maximum obligation of COUNTY under this Agreement shall not exceed the
3 amount of \$592,930, or actual allowable costs, whichever is less. The estimated annual amount
4 for each twelve (12) month period is as follows:

5 20.1.1 \$296,465 for July 1, 2020 through June 30, 2021; and

6 20.1.2 \$296,465 for July 1, 2021 through June 30, 2022.

7 20.2 Allowable Costs

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

14 20.3 Claims

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

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

1 20.3.3 Payments should be released by COUNTY within a reasonable time period
2 of approximately thirty (30) days after receipt of a correctly completed claim form and required
3 supporting documentation.

4 20.3.4 Year-End and Final Claims

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

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

20 21. OVERPAYMENTS

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

1 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
2 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
3 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this
4 Paragraph.

5 22. OUTSTANDING DEBT

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

9 23. REVENUE

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

13 23.2 CONTRACTOR is not required to apply grants or gifts which are unrestricted in
14 use to any cost or expense of CONTRACTOR in which COUNTY participates.

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

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

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

25 24. FINAL REPORT

26 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within
27 sixty (60) days after the termination of this Agreement, which shall summarize the activities and
28 services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and

ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

25. INDEPENDENT AUDIT

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

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

26. RECORDS, INSPECTIONS, AND AUDITS

26.1 Financial Records

26.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY,

1 State, and federal audits are completed, whichever is later.

2 26.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
3 internal control, and financial reporting standards in conformity with generally accepted
4 accounting principles established by the American Institute of Certified Public Accountants and
5 to the satisfaction of ADMINISTRATOR.

6 26.2 Participant Records

7 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
8 of participants served and dates and type of services provided under the terms of this Agreement
9 in a form acceptable to ADMINISTRATOR.

10 26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
11 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
12 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
13 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
14 requests and COUNTY provides written approval for the right to store the records in another
15 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
16 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
17 accordance with Subparagraph 42.2.

18 26.2.3 COUNTY may refuse payment for a claim if participant records are
19 determined by COUNTY to be incomplete or inaccurate. In the event participant records are
20 determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such
21 payment as an overpayment within the provisions of this Agreement.

22 26.3 Public Records

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

26 26.4 Inspections and Audits

27 26.4.1 The U.S. Department of Health and Human Services, Comptroller General
28 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's

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

7 26.4.2 CONTRACTOR shall make its books and records available within the
8 borders of Orange County within ten (10) days of receipt of written demand by
9 ADMINISTRATOR.

10 26.4.3 In the event CONTRACTOR does not make available its books and
11 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
12 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
13 obtain CONTRACTOR's books and records.

14 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
15 liability to the State or Federal Government or any agency thereof resulting from any
16 disallowances or other audit exceptions to the extent that such liability is attributable to
17 CONTRACTOR's failure to perform under this Agreement.

18 26.5 Evaluation Studies

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

22 27. PERSONNEL DISCLOSURE

23 27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services
24 through this Agreement, paid and unpaid, including those identified in Paragraph 10 of Exhibit A
25 (hereinafter referred to as "Personnel").

26 27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
27 Personnel providing services hereunder, including résumés and job applications. Changes to the
28 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé

1 and/or job application. The list shall include:

2 27.2.1 Names and dates of birth of all personnel by title, whose direct services are
3 required to provide the programs described herein;

4 27.2.2 A brief description of the functions of each position and the hours each
5 person works each week, or for part-time Personnel, each day or month, as appropriate;

6 27.2.3 The professional degree, if applicable, and experience required for each
7 position; and

8 27.2.4 The language skill, if applicable, for all Personnel.

9 27.3 Where authorized by law, and in a manner consistent with California Government
10 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
11 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
12 offenses. Information discovered subsequent to the hiring or promotion of any prospective
13 Personnel shall be cause for termination from the performance of services under this Agreement.

14 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
15 a clearance on the following public websites of the names and dates of birth for all Personnel who
16 will have direct, interactive contact with participants served through this Agreement: U.S.
17 Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex
18 Offender Registry (www.meganslaw.ca.gov).

19 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
20 a criminal record background check on all Personnel who will have direct, interactive contact with
21 participants served through this Agreement. Background checks conducted through the California
22 Department of Justice shall include a check of the California Central Child Abuse Index, when
23 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
24 performance of services under this Agreement.

25 27.6 CONTRACTOR shall ensure that clearances and background checks described in
26 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing
27 services under this Agreement.

28 27.7 In the event a record is revealed through the processes described in Subparagraphs

1 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
2 Personnel providing services through this Agreement.

3 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
4 provide services under this Agreement have satisfactory past work records and/or reference checks
5 indicating their ability to perform the required duties and accept the kind of responsibility
6 anticipated under this Agreement. CONTRACTOR shall maintain records of background
7 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
8 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
9 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
10 are completed, whichever is later, in compliance with all applicable laws.

11 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
12 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
13 Personnel performing services under this Agreement, when such information becomes known to
14 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
15 provide services under this Agreement and shall provide notice of such determination to
16 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
17 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

18 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
19 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

20 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
21 from the performance of services under this Agreement. At the request of COUNTY,
22 CONTRACTOR shall immediately replace said Personnel.

23 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated
24 for cause from working on this Agreement.

25 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
26 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
27 terms and conditions of this Agreement.

28 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely

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

4 31. CONFIDENTIALITY

5 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
6 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
7 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
8 now exist or be hereafter amended.

9 31.2 All records and information concerning any and all persons referred to
10 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
11 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
12 individuals performing services under this Agreement. CONTRACTOR shall require all of its
13 employees, agents, subcontractors, and all other individuals performing services under this
14 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
15 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
16 of this Agreement.

17 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
18 other individuals performing services under this Agreement of this provision and that any person
19 violating the provisions of said California state law may be guilty of a crime.

20 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
21 to the confidentiality requirements of this Agreement.

22 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
23 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
24 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
25 hereafter be amended.

26 31.5.1 No access, disclosure, or release of information regarding a child who is the
27 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
28 in doubt, no such information shall be released without the written approval of a Judge of the

1 Juvenile Court.

2 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
3 before allowing any child to be interviewed, photographed, or recorded by any publication or
4 organization, or to appear on any radio, television, or internet broadcast or make any other public
5 appearance. Such approval shall be requested through child's Social Worker.

6 32. SECURITY

7 32.1 Security Requirements

8 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
9 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
10 confidentiality that currently exists or exists at any time during the term of this Agreement.
11 CONTRACTOR represents and warrants that it has implemented and will maintain during the
12 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
13 private and confidential participant information, to protect against anticipated threats to the
14 security or integrity of COUNTY data, and to protect against unauthorized physical or electronic
15 access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

16 32.1.1.1 Storage of confidential paper files that ensures records are
17 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

18 32.1.1.2 Control of access to physical and electronic records to ensure
19 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
20 services.

21 32.1.1.3 Control to prevent unauthorized access and to prevent
22 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

23 32.1.1.4 Firewall protection.

24 32.1.1.5 Use of encryption methods of electronic COUNTY data while
25 in transit from CONTRACTOR networks to external networks, when applicable.

26 32.1.1.6 Measures to securely store all COUNTY data, including, but not
27 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
28 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.

1 CONTRACTOR further represents and warrants that it has implemented and will maintain during
2 the term of this Agreement administrative, technical, and physical safeguards and controls
3 consistent with State and federal security requirements.

4 32.2 Security Breach Notification

5 32.2.1 CONTRACTOR shall have policies and procedures in place for the
6 effective management of Security Breaches, as defined below. In the event of any actual,
7 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
8 experiences or learns of that either compromises or could reasonably be expected to comprise
9 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security
10 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
11 notification, CONTRACTOR shall, at its own expense, immediately:

12 32.2.1.1 Investigate to determine the nature and extent of the Security
13 Breach.

14 32.2.1.2 Contain the incident by taking necessary action, including, but
15 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
16 security.

17 32.2.1.3 Report to COUNTY the nature of the Security Breach, the
18 COUNTY data used or disclosed, the person who made the unauthorized use or received the
19 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
20 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
21 take to prevent future similar unauthorized use or disclosure.

22 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
23 determine what actions are necessary in response to the Security Breach and who will perform
24 these actions. Actions may include, but are not limited to: notifications; investigation and
25 remediation costs, including notification of all whose personal information was disclosed; outside
26 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
27 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
28 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection

1 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
2 required actions.

3 33. COPYRIGHT ACCESS

4 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have
5 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and
6 hereafter, all material developed under this Agreement, including those covered by copyright.

7 34. WAIVER

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

14 35. SERVICES DURING EMERGENCY AND/OR DISASTER

15 35.1 CONTRACTOR acknowledges that service usage may surge during or after an
16 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
17 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
18 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
19 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
20 described above may require resources or support beyond the local government's capability and
21 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
22 council, county board of supervisors, or state) and may be declared at the federal level by the
23 President of the United States.

24 35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
25 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY
26 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
27 include, but are not limited to: providing services at different location(s), assigning staff to work
28 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents

(FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

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

36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

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

36.2.3.1 Any commercial product or service; and

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

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

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

5 37. REPORTS

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

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

14 38. ENERGY EFFICIENCY STANDARDS

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

17 39. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

1 regulations.

2 ///

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

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

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

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

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

25 40.1.2.2 If any funds other than federal appropriated funds (including
26 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
27 person for influencing or attempting to influence an officer or employee of any agency, a Member
28 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his

1 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
 2 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
 3 and

4 40.1.2.3 He or she will include the language of this certification in all
 5 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
 6 \$100,000 shall certify and disclose accordingly.

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

12 41. POLITICAL ACTIVITY

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

16 42. TERMINATION PROVISIONS

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

26 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
 27 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
 28 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,

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

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

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

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

25 43. GOVERNING LAW AND VENUE

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

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

5 44. SIGNATURE IN COUNTERPARTS

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

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

13 ///

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

3
4 By: Beverly Tidwell By: _____
5 BEVERLY TIDWELL CHAIRWOMAN
6 PRESIDENT AND OF THE BOARD OF SUPERVISORS
7 CHIEF EXECUTIVE OFFICER COUNTY OF ORANGE, CALIFORNIA
8 CHILDREN'S HOME SOCIETY
9 OF CALIFORNIA

10
11 Dated: 12/13/2019 Dated: _____

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

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

20
21 APPROVED AS TO FORM
22 COUNTY COUNSEL
23 COUNTY OF ORANGE, CALIFORNIA

24 By: Carolyn S. Frost
25 DEPUTY

26 Dated: 12/12/19

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CHILDREN'S HOME SOCIETY OF CALIFORNIA
FOR THE PROVISION OF BRIDGE PROGRAM CHILD CARE NAVIGATOR
AND TRAUMA-INFORMED TRAINING AND COACHING SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to resource families referred to CONTRACTOR by the ADMINISTRATOR. The population to be served as defined in this Paragraph shall hereinafter be referred to as "FAMILIES" and includes caregivers with foster children ages between birth through twelve (0-12).

2. OUTCOMES AND STRATEGIES

2.1 CONTRACTOR shall meet the following outcomes for each fiscal year period of the contract term (July 1, 2020 through June 30, 2021, and July 1, 2021 through June 30, 2022):

2.1.1 Maintain and update, at a minimum on a quarterly basis, the Resource List of Child Care Providers as described in Subparagraph 4.1.3.

2.1.2 Participate in, and collaborate with ADMINISTRATOR on, monthly technical assistance calls with State Resource and Referral Bridge Program.

2.1.3 Link a minimum of ninety-five percent (95%) of referred FAMILIES to licensed and licensed-exempt Resource List of child care providers.

2.1.4 Assist, a minimum of ninety-five percent (95%) of referred FAMILIES, with applications for available state subsidized child care programs.

2.1.5 Offer Trauma-Informed Training and Coaching services to one hundred percent (100%) of child care providers listed in Child Care Navigator.

2.1.6 Ensure a minimum of forty percent (40%) of the Trauma-Informed Coaching sessions shall be provided in a one-on-one setting to child care providers.

2.1.7 Report progress on annual goals to ADMINISTRATOR on a monthly basis.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:30 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

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

4. CHILD CARE NAVIGATOR SERVICES

CONTRACTOR shall provide the following services:

4.1 Services to FAMILIES

4.1.1 Assist referred FAMILIES with finding child care providers, securing subsidized child care placements if eligible, completing child care program applications, and developing a plan for long-term child care.

4.1.2 Identify existing licensed child care services through information provided by all relevant public and private agencies in the area of services. These services shall include, but are not limited to, the following:

4.1.2.1 Family day care homes;

4.1.2.2 Public and private day care programs;

1 4.1.2.3 Full-time and part-time child care programs; and

2 4.1.2.4 Infant, preschool, and extended care programs.

3 4.1.3 Develop a Resource List of licensed Child Care Providers described in
4 Subparagraph 4.1.2 above which shall be maintained and updated, at a minimum, on a quarterly
5 basis. The Resource List shall include, but not be limited to, the following information:

6 4.1.3.1 Type of programs;

7 4.1.3.2 Hours of operation;

8 4.1.3.3 Ages of children served;

9 4.1.3.4 Fees and eligibility for services;

10 4.1.3.5 Child Care Licensing information required to be maintained at
11 the facility pursuant to Section 1596.859 of the Health and Safety Code;

12 4.1.3.6 Public inspection files maintained by the State Department of
13 Social Services Community Care Licensing Division on childcare providers facilities; and

14 4.1.4 Verify that childcare providers on the Resource List of Child Care Providers
15 identified in Subparagraph 4.1.3 meet the following requirements:

16 4.1.4.1 Have a current child care license;

17 4.1.4.2 Are in good standing with no license revocation, temporary
18 license suspension order or are on probation;

19 4.1.5 Make the Resource List of Child Care Providers described in Subparagraph
20 4.1.3 available online, via the internet.

21 4.1.6 Remove from the Resource List of Child Care Providers the licensed
22 providers with a revocation, a temporary suspension order, or those that are on probation, within
23 two (2) business days of receiving notice of the provider revocation, temporary suspension order
24 or probation.

25 4.1.7 Establish a referral process responsive to the needs of FAMILIES.
26 Throughout the referral process, FAMILIES shall have access, at minimum, to the following:

27 4.1.7.1 The Resource List of Child Care Providers described in
28 Subparagraph 4.1.3 above;

1 4.1.7.2 Referrals made over the telephone;

2 4.1.7.3 Childcare providers facility licensing information; and

3 4.1.7.4 Public inspection files maintained by the State Department of
4 Social Services Community Care Licensing Division on the child care providers' facility.

5 4.1.8 Engage all FAMILIES within the County of Orange by the following
6 means, which may include, but are not limited to:

7 4.1.8.1 Toll-free telephone lines;

8 4.1.8.2 Office space and hours of operation convenient to FAMILIES
9 and child care providers; and

10 4.1.8.3 Referrals in languages that are responsive to the needs of the
11 FAMILIES.

12 4.1.9 Assist FAMILIES with identifying opportunities for transitioning eligible
13 children into long-term, state subsidized child care programs.

14 4.1.10 Assist FAMILIES with enrollment into long-term, subsidized child care
15 programs, if eligible.

16 4.1.11 Assist FAMILIES with completing applications for the appropriate child
17 care providers.

18 4.1.12 Refer FAMILIES to license and license-exempt child day care facilities.

19 4.1.13 Develop, in collaboration with FAMILIES, a plan for long-term child care
20 that includes child care options available, application requirements, and resources available.

21 4.1.14 Provide FAMILIES with information on the benefits of high-quality, early
22 child care and education.

23 4.1.15 Provide technical assistance to existing and potential child care providers
24 on various types of child care services. This assistance shall include, but is not limited to, the
25 following:

26 4.1.15.1 Information on initiating new child care services, including, but
27 not limited to, licensing, zoning, program and budget development, and assistance in finding this
28 information from other sources.

4.1.15.2 Information and resources that help existing child care providers maximize their ability to serve the FAMILIES in their community.

4.1.15.3 Information on current public issues affecting the local and State delivery of child care services.

4.1.15.4 Facilitation of communication between existing child care and child-related services providers in the community served.

4.1.16 Maintain ongoing referrals documentation. The documentation of requests for services shall include, but not be limited to, the following:

4.1.16.1 Number of referrals from COUNTY for child care resource and referral services at the time of child care placement;

4.1.16.2 Number of referrals from COUNTY to assist FAMILIES with linkage to long-term, subsidized child care programs;

4.1.16.3 Number of FAMILIES connected to long-term, subsidized child care programs;

4.1.16.4 Ages of children served;

4.1.16.5 Period of time when child care was needed (i.e. days, nights, weekends, and swing shift); and

4.1.16.6 Reason the child care is needed.

4.1.17 Work directly with FAMILIES and/or ADMINISTRATOR to assist in accessing child care for FAMILIES.

4.1.18 Publicize services through all available media sources, agencies, and other methods, including, but not limited to, brochures and marketing materials provided at trainings and meetings.

5. TRAUMA-INFORMED TRAINING AND COACHING SERVICES

5.1 CONTRACTOR shall provide the following services to child care providers within the County of Orange:

5.1.1 Trauma-Informed Training developed by the California Child Care Resource and Referral Network. The topics of the training shall include, but not be limited to, the

following:

5.1.1.1 Infant and toddler development;

5.1.1.2 Researched-based trauma-informed best care practices for children in the child welfare system;

5.1.2 Provide child care providers with access to Trauma-Informed Coaching sessions developed by the California Child Care Resource and Referral Network that include, but are not limited to, the following:

5.1.2.1 Strategies on working with children in foster care; and

5.1.2.2 Assistance and best practices in applying training curriculum.

5.1.3 Offer child care providers within Orange County with access to one-on-one Trauma-Informed Coaching sessions.

5.1.4 Maintain records of child care providers who completed the Trauma-Informed Training and Coaching services.

5.1.5 Engage and motivate child care providers to receive the Trauma-Informed Training and Coaching services.

5.2 CONTRACTOR shall give child care providers that completed the Trauma-Informed Training and Coaching priority when referring FAMILIES.

6. FACILITIES

Administrative services under this Agreement shall be provided at:

Children's Home Society of California

333 South Anita Drive Suite 350

Orange, CA 92868

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

7. REPORTS

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

7.1 Monthly Program Statistical Reports

7.1.1 By the tenth (10th) calendar day of each month, CONTRACTOR shall submit monthly statistical reports for the prior month of service that includes, but is not limited to, the following information:

7.1.1.1 Number of referrals received;

7.1.1.2 Numbers of children referred to child care providers;

7.1.1.3 Numbers of FAMILIES that received any of the services specified in Paragraph 4 of this Exhibit;

7.1.1.4 Number of child care providers in the Resource List referenced in Subparagraph 4.1.3 of this Exhibit.

7.1.1.5 Number of trauma-informed trainings held;

7.1.1.6 Number of child care providers that attended the trauma-informed trainings;

7.1.1.7 Number of coaching sessions held; and

7.1.1.8 Number of child care providers that attended coaching sessions.

7.2 Bridge Program Monthly Status Report (CCB-18)

7.2.1 The CCB-18 report shall be submitted to SSA's Children and Family Services Resource Development and Management (RDM) by the twentieth (20th) calendar day of each month for services rendered the previous month.

7.3 Year-End Final Report

7.3.1.1 The year-end report shall summarize the results of performance objectives, outcome measures, and shall identify successes and barriers experienced in the provision of services.

7.4 Special Incident Report

7.4.1 In addition to the Community Care Licensing (CCL) Unusual

Incident/Injury Report procedures, CONTRACTOR shall immediately contact (voice mail is acceptable) RDM staff in the event of any incident of unusual, aggressive, or high-risk behavior by a child/family, or if there are any injuries suffered by any party (child/family, CONTRACTOR's staff, or others) in the delivery of services.

7.4.2 CONTRACTOR shall document the incident by completing the Special Incident Report form provided by ADMINISTRATOR. CONTRACTOR must submit the Special Incident Report to the ADMINISTRATOR within one (1) business day of the incident.

7.5 CONTRACTOR and ADMINISTRATOR may mutually agree to revise the reports requirements stated in Subparagraph 7 of this Exhibit.

8. MEETINGS

8.1 CONTRACTOR shall attend meetings, as scheduled by ADMINISTRATOR.

8.2 CONTRACTOR shall participate in the Monthly Bridge Technical Assistance Call with CDSS and must be prepared to report any updates or necessary information to ADMINISTRATOR.

9. BUDGET

9.1 The annual budget for services provided pursuant to Exhibit A of this Agreement for the period of July 1, 2020, through June 30, 2022, is set forth as follows:

CHILD CARE NAVIGATOR

STAFFING	Position Type ⁽¹⁾	Maximum Hourly Rate ⁽²⁾	FTE ⁽³⁾	Annual Budget
Resource & Referral Specialist	D	22.47	1.50	\$ 63,210
Program Manager	A	32.00	0.75	<u>4,680</u>
SUBTOTAL NAVIGATOR SALARIES				\$ 67,890
Employee Benefits (60%) ⁽⁴⁾				<u>40,733</u>
TOTAL NAVIGATOR SALARIES AND BENEFITS				\$108,623
PROGRAM SUPPLIES				\$ 10,000
OPERATING EXPENSES				\$ 12,326

December 12, 2019
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(3) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

(4) Employee Benefits include contributions to health insurance; dental insurance; life insurance; long-term disability insurance; retirement; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and vacation accrual limited to the amount of vacation time earned during the fiscal year in which such expense is claimed. The overall benefit rate shall not exceed sixty percent (60%) of the actual salary expense claimed.

(5) Indirect Costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs. In the event the rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 20.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 20.1 of this Agreement, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

10. STAFF

CONTRACTOR shall provide the following described staff positions:

10.1 Resource and Referral Specialist

Duties:

10.1.1 Plan, coordinate, and implement outreach activities.

10.1.2 Provide child care referrals via telephone, in person, or via email to FAMILIES.

10.1.3 Develop and maintain a Resource List of Child Care Providers.

10.1.4 Conduct Trauma-Informed Training and Coaching sessions for child care providers within Orange County.

10.1.5 Provide technical assistance and resources to FAMILIES and child care providers.

10.1.6 Track program data, and prepare and submit statistical reports.

Minimum Qualifications:

10.1.7 Bachelor's Degree in Child Development or related field is preferred; Associate's Degree and five (5) years of child development or related field experience is required.

10.1.8 Knowledge of California Code of Regulations, Title 5 and Title 22.

10.1.9 Excellent verbal communication and presentation skills, and professionally represent CONTRACTOR in the community.

10.1.10 Proven ability to establish a rapport with parents and child care providers.

10.1.11 Demonstrated ability to work effectively with a wide variety of FAMILIES from diverse backgrounds.

10.1.12 Ability to prepare clear and concise written data and reports with an attention to detail to produce accurate and up-to-date material.

10.1.13 Bilingual skills that are responsive to language needs of the community.

10.1.14 Knowledge of Microsoft Office (Word, Excel, Outlook, PowerPoint, etc.).

10.1.15 Possess a valid California Driver's License and proof of automobile insurance.

10.2 Program Manager

Duties:

10.2.1 Ensure program standards are met, provide quality assurance, and ensure contract compliance.

10.2.2 Collect statistics and prepare reports.

10.2.3 Adhere to all CONTRACTOR policies and procedures, as well as applicable contractual and governmental regulations.

10.2.4 Maintain accurate and up-to-date records.

10.2.5 Supervise, train, and evaluate supervised staff.

Minimum Qualifications:

10.2.6 Bachelor's Degree in Child Development, Human Services, or related field, is required.

10.2.7 Five (5) years of Child Development, Human Services, or related field experience desired.

10.2.8 Demonstrated leadership and supervision abilities.

10.2.9 Knowledge of child development programs available in the community.

10.2.10 Knowledge and application of developmentally appropriate practices in early childhood programs.

10.2.11 Knowledge of California Code of Regulations, Title 5 and Title 22 desired.

10.2.12 Excellent organizational skills, and the ability to manage multiple projects to meet deadlines.

10.2.13 Excellent computer skills in Microsoft Office (Excel, Word, PowerPoint, Outlook, etc.).

10.2.14 Possess a valid California Driver's License and proof of automobile insurance.