

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

~~CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY~~
MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES

FOR THE PROVISION OF HOME VISITING SERVICES

This AGREEMENT, ~~entered into this 27th day of March 2019, which date is particularized for purpose of reference only,~~ is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and ~~CHILDREN AND FAMILIES COMMISSION~~MULTI-ETHNIC COLLABORATIVE OF ~~ORANGE COUNTY~~COMMUNITY AGENCIES, a California ~~public agency~~non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

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

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

WHEREAS, such services are authorized and provided for pursuant to California Assembly Bill 1811, Chapter 35, Statutes of 2018; and California Welfare and Institutions Code Sections 11200 et seq., 11330.6, 11330.7, 11330.8, and 11330.9, also known as the California ~~Children and Families~~ Work Opportunity and Responsibility to Kids (CalWORKs) Act of 1998 and Title I, Article 25, Section 130140.1 of the Orange County Codified Ordinances, 1997; and

~~NOW, THEREFORE, IT IS MUTUALLY~~
ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on ~~March 27, 2019~~July 1, 2021, and terminate on June 30, ~~2020~~2024, unless earlier terminated pursuant to the provisions of Paragraph ~~41~~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. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Agreement does not increase as a result.

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

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- 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 and Families Commission~~ the Multi-Ethnic Collaborative of Orange County Community Agencies, for the Provision of Home Visiting Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Agreement, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

22 5. LICENSES AND STANDARDS

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- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph ~~26~~27 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); ~~including, but not limited to WIC § 11330.6 et seq.;~~ Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

1 Awards; ~~Title 48 CFR Section 31.2~~; and all applicable laws and regulations of the
2 United States, State of California, County of Orange, and County of Orange Social
3 Services Agency, and all administrative regulations, rules, and policies adopted
4 thereunder, as each and all may now exist or be hereafter amended.
5

6 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
7 CONTRACTOR certifies that its officers and/or principals are not debarred or
8 suspended from federal financial assistance programs and/or activities.
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11 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP
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13 6.1 Delegation and Assignment

14 6.1.1 In the performance of this Agreement, CONTRACTOR may neither delegate
15 its duties or obligations nor assign its rights, either in whole or in part, without
16 the prior written consent of COUNTY. Any attempted delegation or
17 assignment without prior written consent shall be void. The transfer of assets
18 in excess of ten percent (10%) of the total assets of CONTRACTOR, or any
19 change in the corporate structure, the governing body, or the management of
20 CONTRACTOR, which occurs as a result of such transfer, shall be deemed an
21 assignment of benefits under the terms of this Agreement requiring COUNTY
22 approval.
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24 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
25 event COUNTY determines that the assignee is not qualified or otherwise
26 acceptable to COUNTY for the provision of services under the Agreement.
27

28 6.2 Change of Ownership

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

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

1 responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing
2 and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall
3 include in each subcontract any provision ADMINISTRATOR may require, ~~or that is~~
4 ~~required by state and/or Federal regulations.~~
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8 ~~1.1 This Agreement contemplates that Contractor may subcontract pursuant to the~~
9 ~~provisions of Paragraph 4 of Exhibit A. Such subcontract is subject to the provisions of~~
10 ~~Subparagraphs 7.2.1 and 7.2.2.~~
11

12 7.2 Subcontracts of \$50,000 or less

13 7.2.1 CONTRACTOR shall develop a standard form Purchase Order, subject to
14 prior written approval of ADMINISTRATOR, to be utilized for the purchase
15 of services by CONTRACTOR when the cumulative total cost of the services
16 to be provided by any organization is anticipated to be fifty thousand dollars
17 (\$50,000) or less during the term of this Agreement. The basis for costs
18 incurred by any such Purchase Order(s) shall be the actual cost of providing
19 services or the usual and customary charges established by the organization(s)
20 providing the services.
21

22 7.3 Subcontracts in excess of \$50,000

23 7.3.1 CONTRACTOR shall develop and submit for approval to
24 ADMINISTRATOR a system for the procurement of subcontracts with any
25 organization in which the total cumulative cost of services provided by any
26 single organization is anticipated to exceed fifty thousand dollars (\$50,000)
27 during the term of this Agreement. CONTRACTOR's proposed procurement
28 system shall take into consideration such factors as: degree of price
competition; pricing policies and techniques; experience and quality of
service; methods of evaluating subcontractor responsibility; relationship of
subcontractor to CONTRACTOR; and planning, award, and post-award
management of subcontracts, including internal audit procedures and
monitoring of subcontractor's performance until completion of services.

7.3.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
procurement system, CONTRACTOR shall comply with such procurement
system in obtaining subcontracts with a total cost in excess of fifty thousand

dollars (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement.

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

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

9. NON-DISCRIMINATION

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

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

9.3 Non-Discrimination in Employment

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

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

1 opportunity clause shall be posted in a conspicuous place for employees and
 2 job applicants.

3
 4 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal
 5 discrimination complaint to:

6 California Department of Fair Employment

7 2218 Kausen Drive, Suite 100

8 Elk Grove, CA 95758

9 Telephone: (800) 884-1684

10 (800) 700-2320 (TTY)

11
 12
 13
 14 9.4 Non-Discrimination in Service Delivery

15 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act
 16 of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as
 17 amended; the Age Discrimination Act of 1975, as amended; the Food Stamp
 18 Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the
 19 Americans with Disabilities Act of 1990, as amended; California Civil Code
 20 Section 51 et seq., as amended; California Government Code (CGC) Sections
 21 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
 22 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
 23 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-
 24 7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act
 25 of 1996; and other applicable federal and State laws, as well as their
 26 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
 27 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to
 28 Equal Employment Opportunity, Affirmative Action, and Nondiscrimination,
 as each may now exist or be hereafter amended. CONTRACTOR shall not
 implement any administrative methods or procedures which would have a
 discriminatory effect or which would violate the California Department of
 Social Services (CDSS) Manual of Policies and Procedures (MPP) Division
 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall
 have the right to invoke fiscal sanctions or other legal remedies in accordance
 with WIC Section 10605, or CGC Sections 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 Subparagraph [9-49.4](#) et seq.

9.4.2 CONTRACTOR shall provide any and all clients 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 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

~~Office of Civil Rights~~

~~50 U.N. Plaza, Room 322~~

~~90 7th Street, Suite 4-100~~

~~San Francisco, CA 94102~~94103

Customer Response Center: (800) 368-1019

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 & Families Commission~~ Multi-Ethnic Collaborative of ~~Orange County~~ Community Agencies

1505 ~~East E.~~ 17th Street, Suite ~~230~~

—————123, Santa Ana, CA 92705

10.2 All notices shall be deemed effective when in writing and ~~deposited~~ when:

10.2.1 Deposited in the United States mail, first class, postage prepaid and addressed as ~~above.~~ ~~Any communications, including notices, requests, claims, correspondence, reports, and~~ shown in the Subparagraph 10.1;

10.2.2 Sent by Email;

10.2.3 Faxed and transmission confirmed; or ~~statements authorized~~

10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or ~~required by this Agreement addressed in any other fashion shall be deemed not given.~~ expedited delivery service.

~~10.2~~10.3 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

1 Except as otherwise provided under this Agreement, when either party has knowledge that
 2 any actual or potential situation is delaying or threatens to delay the timely performance of
 3 this Agreement, that party shall, within one (31) business ~~days~~day, give notice thereof,
 4 including all relevant information with respect thereto, to the other party.
 5

6
 7 12. INDEMNIFICATION

8 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
 9 COUNTY, and hold U.S. Department of Health and Human Services, the State,
 10 COUNTY, and their elected and appointed officials, officers, employees, agents, and
 11 those special districts and agencies which COUNTY's Board of Supervisors acts as
 12 the governing Board ("COUNTY INDEMNITEES") harmless from any claims,
 13 demands, or liability of any kind or nature, including, but not limited to, personal
 14 injury or property damage arising from or related to the services, products, or other
 15 performance provided by CONTRACTOR pursuant to this Agreement. If judgment
 16 is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
 17 because of the concurrent active negligence of COUNTY or COUNTY
 18 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be
 19 apportioned as determined by the court. Neither party shall request a jury
 20 apportionment.
 21
 22

23 13. INSURANCE

24 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
 25 purchase all required insurance at CONTRACTOR's expense, including all
 26 endorsements required herein, necessary to satisfy COUNTY that the insurance
 27 provisions of this Agreement have been complied with. CONTRACTOR agrees to
 28 keep such insurance coverage, Certificates of Insurance and endorsements on deposit
 with ADMINISTRATOR during the entire term of this Agreement. In addition, all
 subcontractors performing work on behalf of CONTRACTOR pursuant to this
 Agreement shall obtain insurance subject to the same terms and conditions as set forth
 herein for CONTRACTOR.

13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
 CONTRACTOR pursuant to this Agreement shall be covered under
 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
 to the same terms and conditions as set forth herein for CONTRACTOR.

1 CONTRACTOR~~shall~~ shall not allow subcontractors to work if subcontractors have
2 less than the level of coverage required by COUNTY from CONTRACTOR under
3 this Agreement. It is the obligation of CONTRACTOR to provide notice of the
4 insurance requirements to every subcontractor and to receive proof of insurance prior
5 to allowing any subcontractor to begin work. Such proof of insurance must be
6 maintained by CONTRACTOR through the entirety of this Agreement for inspection
7 by COUNTY representative(s) at any reasonable time.
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11 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
12 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand
13 dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or
14 designee, upon review of CONTRACTOR's current audited financial report. If
15 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without
16 limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the
17 following:
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19 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any
20 and all liability, claim, demand or suit resulting from CONTRACTOR's, its
21 agent's, employee's or subcontractor's performance of this Agreement,
22 CONTRACTOR shall defend COUNTY at its sole cost and expense with
23 counsel approved by Board of Supervisors against same; and
24

25 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
26 irrespective of any duty to indemnify or hold harmless; and
27

28 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any and
all actions to which the duty to defend stated above applies, and
CONTRACTOR's SIR provisions shall be interpreted as though
CONTRACTOR was an insurer and COUNTY was the insured.

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

13.5 Qualified Insurer

13.5.1 The policy or policies of insurance must be issued by an insurer with a
minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size
Category as determined by the most current edition of the Best's Key Rating
Guide/Property-Casualty/United States or ambest.com). It is preferred, but not

1 mandatory, that the insurer be licensed to do business in the state of California
 2 (California Admitted Carrier).
 3

4 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office
 5 of Risk Management retains the right to approve or reject a carrier after a review of
 6 the company's performance and financial ratings.
 7

8 13.7 The policy or policies of insurance, maintained by CONTRACTOR shall provide the
 9 minimum limits and coverage, as set forth below:
 10

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

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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.

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

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

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

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

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

13.9.5 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract,

upon which the COUNTY may suspend or terminate this Agreement.

13.9.6 If CONTRACTOR's Professional Liability and Network Security & Privacy Liability policies are a "claims made" ~~policy~~ policies, CONTRACTOR shall agree to maintain Professional Liability and Network Security & Privacy Liability ~~coverage~~ coverages for two (2) years following completion of this Agreement.

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

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

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

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

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

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

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

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

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- 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Agreement. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.
- 14.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.
- 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or 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

1 regarding conflict of interest, CONTRACTOR must also provide an update to
2 COUNTY whenever requested by COUNTY.
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4 16. ANTI-PROSELYTISM PROVISION

5 No funds provided directly to institutions or organizations to provide services and administer
6 programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be expended
7 for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.
8

9 17. SUPPLANTING GOVERNMENT FUNDS

10 CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the
11 purposes of this Agreement with any funds made available under this Agreement.
12 CONTRACTOR shall not claim ~~payment~~ reimbursement from COUNTY for, or apply sums
13 received from COUNTY with respect to, that portion of its obligations which have been paid
14 by another source of revenue. CONTRACTOR agrees that it shall not use funds received
15 pursuant to this Agreement, either directly or indirectly, as a contribution or compensation
16 for purposes of obtaining federal, State, or COUNTY funds under any federal, State, or
17 COUNTY program without prior written approval of ADMINISTRATOR.
18

19 18. EQUIPMENT

20 18.1 All items purchased with funds provided under this Agreement, or which are furnished
21 to CONTRACTOR by COUNTY, which have a single unit cost of at least five
22 thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment.
23 Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY.
24 The use of such items of Capital Equipment is limited to the performance of this
25 Agreement. Upon the termination of this Agreement, CONTRACTOR shall
26 immediately return any items of Capital Equipment to COUNTY or its
27 representatives, or dispose of them in accordance with the directions of
28 ADMINISTRATOR.

CONTRACTOR further agrees to the following:

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

18.1.2 To label all items of Capital Equipment, do periodic inventories as required by
ADMINISTRATOR, and to maintain an inventory list showing where and
how the Capital Equipment is being used, in accordance with procedures
developed by ADMINISTRATOR. All such lists shall be submitted to

ADMINISTRATOR within ten (10) days of any request.

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

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

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

18.3 Computer Equipment

No ~~personal~~ computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Agreement.

19. BREACH SANCTIONS

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

19.1.1 Afford CONTRACTOR a time period within which to cure the breach, which

period shall be established by ADMINISTRATOR; and/or

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

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

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

20. PAYMENTS

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$\$2,249,154~~\$6,000,000, or actual allowable costs, whichever is less. The estimated annual amount for each ~~fiscal year~~twelve (12) month period is as follows:

20.1.1 ~~\$749,718~~2,000,000 for ~~March 13, 2018~~July 1, 2021 through June 30, ~~2019~~2022;

20.1.2 ~~\$1,499,436~~2,000,000 for July 1, ~~2019~~2022 through June 30, ~~2020-2023~~; and 20.1.3 \$2,000,000 for July 1, 2023 through June 30, 2024.

20.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, ~~in~~at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June ~~2019~~2022, June 2023, and June 2024, during the month of such anticipated expenditure.

20.3 Claims

20.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month. ~~except as detailed below in Subparagraph 20.3.4.~~ In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the

1 next business day. COUNTY holidays include New Year's Day, Martin
2 Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial
3 Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
4 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.
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7 20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.
8 ADMINISTRATOR may require CONTRACTOR to submit supporting
9 source documents with the monthly claim, including, inter alia, a monthly
10 statement of services, general ledgers, supporting journals, time sheets,
11 invoices, canceled checks, receipts, and receiving records, some of which may
12 be required to be copied. Source documents that CONTRACTOR must submit
13 shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-
14 Controller. CONTRACTOR shall retain all financial records in accordance
15 with Paragraph ~~25~~26 of this Agreement.
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19 20.3.3 Payments should be released by COUNTY within a reasonable time period of
20 approximately thirty (30) days after receipt of a correctly completed claim
21 form and required supporting documentation.
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25 20.3.4 Year-End and Final Claims

26 20.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal
27 year, July 1 through June 30, covered under the term of this
28 Agreement, as stated in Paragraph ~~4~~,1, by no later than August 30th
of each corresponding COUNTY fiscal year. Claims received after
August 30th of each corresponding COUNTY fiscal year may, at
ADMINISTRATOR's sole discretion, not be reimbursed.
ADMINISTRATOR may modify the date upon which the final claim
per each COUNTY fiscal year must be received, upon written notice
to CONTRACTOR.

20.3.4.2 The basis for final settlement shall be the actual allowable costs as
defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by
CONTRACTOR pursuant to this Agreement; limited, however, to
the maximum funding obligation of COUNTY. In the event that any
overpayment has been made, COUNTY may offset the amount of the
overpayment against the final payment. In the event overpayment

exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within ~~thirty~~ thirty-five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

21. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

22. OUTSTANDING DEBT

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

23. REVENUE

~~22.123.1~~ Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Agreement, such monies shall be considered a cost off-set and treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter amended.

~~23.24.~~ FINAL REPORT

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

1 CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon
 2 which the final report must be submitted. Any agreement must be in writing.
 3

4 24.25. INDEPENDENT AUDIT

5 24.125.1 CONTRACTOR shall employ a licensed certified public accountant who
 6 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
 7 related expenditures during the term of this Agreement in compliance with 31 USC
 8 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform
 9 Administrative Requirements, Cost Principles and Audit Requirements for Federal
 10 Awards. If CONTRACTOR is not subject to the aforementioned regulations for any
 11 year covered during the term of this Agreement, CONTRACTOR shall provide
 12 ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial
 13 statements. The audit must be performed in accordance with generally accepted
 14 government auditing standards. CONTRACTOR shall cooperate with COUNTY,
 15 State, and/or federal agencies to ensure that corrective action is taken within six (6)
 16 months after issuance of all audit reports with regard to audit exceptions.
 17

18 24.225.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers
 19 July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
 20 of organization-wide audits for each of the fiscal cycles corresponding with the term
 21 of this Agreement. CONTRACTOR shall provide each audit within fourteen (14)
 22 calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply
 23 with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment
 24 under this or any subsequent Agreement with CONTRACTOR until such time as the
 25 required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
 26 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.
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25.26. RECORDS, INSPECTIONS, AND AUDITS

25.126.1 Financial Records

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

25.1.226.1.2 CONTRACTOR shall establish and maintain reasonable accounting,

1 internal control, and financial reporting standards in conformity with generally
 2 accepted accounting principles established by the American Institute of
 3 Certified Public Accountants and to the satisfaction of ADMINISTRATOR.
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5 ~~25.2~~26.2 Client Records
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7 ~~25.2.1~~26.2.1 CONTRACTOR shall prepare and maintain accurate and complete
 8 records of clients served and dates and type of services provided under the
 9 terms of this Agreement in a form acceptable to ADMINISTRATOR.
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11 ~~25.2.2~~26.2.2 CONTRACTOR shall keep all COUNTY data provided to
 12 CONTRACTOR during the term(s) of this Agreement for a minimum of five
 13 (5) years from the date of final payment under this Agreement, or until all
 14 pending COUNTY, State, and federal audits are completed, whichever is later.
 15 These records shall be stored in Orange County, unless CONTRACTOR
 16 requests and COUNTY provides written approval for the right to store the
 17 records in another county. Notwithstanding anything to the contrary, upon
 18 termination of this Agreement, CONTRACTOR shall relinquish control with
 19 respect to COUNTY data to COUNTY in accordance with Subparagraph ~~41.2.~~
 20 42.2.
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22 ~~25.2.3~~26.2.3 COUNTY may refuse payment for a claim if client records are
 23 determined by COUNTY to be incomplete or inaccurate. In the event client
 24 records are determined to be incomplete or inaccurate after payment has been
 25 made, COUNTY may treat such payment as an overpayment within the
 26 provisions of this Agreement.
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28 ~~25.3~~26.3 Public Records

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

~~25.4~~26.4 Inspections and Audits

~~25.4.1~~26.4.1 ~~The~~The U.S. Department of Health and Human Services, Comptroller
General of the United States, Director of CDSS, State Auditor-General,
 ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
 Department, or any of their authorized representatives, shall have access to any

1 books, documents, papers, and records, including medical records, of
 2 CONTRACTOR which any of them may determine to be pertinent to this
 3 Agreement. Further, all the above mentioned persons have the right at all
 4 reasonable times to inspect or otherwise evaluate the work performed or being
 5 performed under this Agreement and the premises in which it is being
 6 performed.
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10 ~~25.4.2~~26.4.2 CONTRACTOR shall make its books and records available within the
 11 borders of Orange County within ten (10) days of receipt of written demand
 12 by ADMINISTRATOR.
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14 ~~25.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and
 15 financial records within the borders of Orange County, CONTRACTOR
 16 agrees to pay all necessary and reasonable expenses incurred by COUNTY, or
 17 COUNTY's designee, necessary to obtain CONTRACTOR's books and
 18 records.
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22 ~~25.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of
 23 COUNTY's liability to the State or Federal Government or any agency thereof
 24 resulting from any disallowances or other audit exceptions to the extent that
 25 such liability is attributable to CONTRACTOR's failure to perform under this
 26 Agreement.
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~~25.5~~26.5 Evaluation Studies

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

~~26.27.~~ PERSONNEL DISCLOSURE

~~26.1~~27.1 This Paragraph ~~27~~ applies to all of CONTRACTOR's personnel providing
 services through this Agreement, paid and unpaid, including those identified in
 Paragraph ~~109~~ of Exhibit A (hereinafter referred to as "Personnel"). CONTRACTOR
 shall make available to ADMINISTRATOR a current list of all Personnel providing
 services hereunder, including résumés and job applications. Changes to the list will

1 be immediately provided to ADMINISTRATOR, in writing, along with a copy of a
 2 résumé and/or job application. The list shall include:

3 ~~26.1.1~~27.1.1 Names and dates of birth of all Personnel by title, whose direct
 4 services are required to provide the programs described herein;

5 ~~26.1.2~~27.1.2 A brief description of the functions of each position and the hours each
 6 person works each week, or for part-time Personnel, each day or month, as
 7 appropriate;

8 ~~26.1.3~~27.1.3 The professional degree, if applicable, and experience required for
 9 each position; and

10 ~~26.1.3.1~~27.1.3.1 The language skill, if applicable, for all Personnel.

11 ~~26.2~~27.2 Where authorized by law, and in a manner consistent with California
 12 Government Code §Section 12952, CONTRACTOR shall require prospective
 13 Personnel to provide detailed information regarding the conviction of a crime, by any
 14 court, for offenses other than minor traffic offenses. Information discovered
 15 subsequent to the hiring or promotion of any prospective Personnel shall be cause for
 16 termination from the performance of services under this Agreement.

17 ~~26.3~~27.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 18 COUNTY, a clearance on the following public websites of the names and dates of
 19 birth for all Personnel who will have direct, interactive contact with clients served
 20 through this Agreement: U.S. Department of Justice National Sex Offender Website
 21 (~~www.nsopw.gov~~)(www.nsopw.gov) and Megan's Law Sex Offender Registry
 22 (www.meganslaw.ca.gov).

23 ~~26.4~~27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 24 COUNTY, a criminal record background check on all Personnel who will have direct,
 25 interactive contact with clients served through this Agreement. Background checks
 26 conducted through the California Department of Justice shall include a check of the
 27 California Central Child Abuse Index, when applicable. Candidates will satisfy
 28 background checks consistent with this Paragraph and their performance of services
 under this Agreement.

~~26.5~~27.5 CONTRACTOR shall ensure that clearances and background checks
 described in Subparagraphs ~~26.4 and 26.5~~27.2 and 27.3 are completed prior to
 CONTRACTOR's Personnel providing services under this Agreement.

1 ~~26.6~~27.6 In the event a record is revealed through the processes described in
2 Subparagraphs ~~26.4 and 26.5~~, ~~27.2~~ and 27.3, COUNTY will be available to consult
3 with CONTRACTOR on appropriateness of Personnel providing services through this
4 Agreement.
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7 ~~26.7~~27.7 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
8 provide services under this Agreement have satisfactory past work records and/or
9 reference checks indicating their ability to perform the required duties and accept the
10 kind of responsibility anticipated under this Agreement. CONTRACTOR shall
11 maintain records of background investigations and reference checks undertaken and
12 coordinated by CONTRACTOR for Personnel assigned to provide services under this
13 Agreement, for a minimum of five (5) years from the date of final payment under this
14 Agreement, or until all pending COUNTY, State, and federal audits are completed,
15 whichever is later, in compliance with all applicable laws.
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20 ~~26.8~~27.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning
21 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses,
22 of any Personnel performing services under this Agreement, when such information
23 becomes known to CONTRACTOR. ADMINISTRATOR may determine whether
24 such Personnel may continue to provide services under this Agreement and shall
25 provide notice of such determination to CONTRACTOR in writing.
26 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be
27 deemed a material breach of this Agreement, pursuant to Paragraph 19 above.
28

~~26.9~~27.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's
Personnel performing work hereunder, and any proposed changes in
CONTRACTOR's Personnel.

~~26.10~~27.10 COUNTY shall have the right to require CONTRACTOR to remove any
~~person~~Personnel from the performance of services under this Agreement. At the
request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

~~26.11~~27.11 CONTRACTOR shall notify COUNTY immediately when Personnel is
terminated for cause from working on this Agreement.

~~26.12~~27.12 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 terms and conditions of this Agreement.

27-28. 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.

28-29. 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.

29-30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely

surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

~~30.31.~~ 31. CONFIDENTIALITY

~~30.131.1~~ 31.1 ~~CONTRACTOR and COUNTY agree~~ agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

~~30.231.2~~ 31.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement.

~~30.331.3~~ 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

~~30.431.4~~ 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

~~30.531.5~~ 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

~~30.5.131.5.1~~ 31.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

~~30.5.2~~31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

~~31.32.~~ SECURITY

~~31.1.32.1~~ Security Requirements

~~31.1.1.32.1.1~~ CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

~~31.1.1.1.32.1.1.1~~ Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

~~31.1.1.2.32.1.1.2~~ Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.

~~31.1.1.3.32.1.1.3~~ Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

~~31.1.1.4.32.1.1.4~~ Firewall protection.

~~31.1.1.5.32.1.1.5~~ Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

~~31.1.1.6.32.1.1.6~~ Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels

of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

~~31.2.1~~32.2 Security Breach Notification

~~31.2.1~~32.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

~~31.2.1.1~~32.2.1.1 Investigate to determine the nature and extent of the Security Breach.

~~31.2.1.2~~32.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

~~31.2.1.3~~32.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

~~31.2.2~~32.2.2 The COUNTY, ~~in~~at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of

1 all whose personal information was disclosed; outside investigation; forensics;
 2 counsel; crisis management; and credit monitoring. In the event COUNTY
 3 determines CONTRACTOR will conduct additional action(s),
 4 CONTRACTOR shall bear the costs. In the event COUNTY conducts
 5 additional actions(s) arising out of or in connection with a Security Breach,
 6 CONTRACTOR shall reimburse COUNTY for costs associated to legally
 7 required actions.
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11 32.33. COPYRIGHT ACCESS

12 ~~CDSS~~The U.S. Department of Health and Human Services, the CDSS, and COUNTY will
 13 have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now
 14 and hereafter, all material developed under this Agreement, including those covered by
 15 copyright.
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 17

18 33.34. WAIVER

19 No delay or omission by either party hereto to exercise any right or power accruing upon any
 20 noncompliance or default by the other party with respect to any of the terms of this
 21 Agreement shall impair any such right or power or be construed to be a waiver thereof. A
 22 waiver by either of the parties hereto of any of the covenants, conditions, or agreements to
 23 be performed by the other shall not be construed to be a waiver of any succeeding breach
 24 thereof, or of any other covenant, condition, or agreement herein contained.
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~~2. — PETTY CASH~~

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

35. SERVICES DURING EMERGENCY AND/OR DISASTER

35.1 CONTRACTOR acknowledges that service usage may surge during or after an
 emergency or disaster. For purposes of this Agreement, an emergency is defined as a
 sudden, urgent, usually unexpected occurrence or event requiring immediate action to
 protect the health and well-being of COUNTY residents. A disaster is defined as an
 occurrence that has resulted in property damage, deaths, and/or injuries to a
 community. Emergencies and/or disasters as described above may require resources
 or support beyond the local government's capability and will typically involve a
 proclamation of a local emergency by the local governing body (e.g., city council,

county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalent (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. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

34.36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

~~34.1~~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.

~~34.2~~36.2 CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

~~34.2.1~~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;

~~34.2.2~~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 ~~State~~Federal Government funds;

~~34.2.3~~36.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

~~34.2.3.1~~36.2.3.1 Any commercial product or service; and

~~34.2.3.2~~36.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

~~34.2.4~~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 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

~~35.37.~~ REPORTS

~~35.1~~37.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

~~35.2~~37.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs, or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

~~36.38.~~ ENERGY EFFICIENCY STANDARDS

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

~~37.39.~~ ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act ~~f~~(Title 42 USC Section 7401 et seq.~~f~~.), the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title

40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

~~37.1~~39.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

~~37.2~~39.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

~~37.3~~39.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

~~38.40.~~ CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

~~38.1~~40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to ~~Title 31 USC~~ Section 1352 ~~and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332, Title 31, U.S. Code.~~ Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that ~~cites~~includes the ~~following:~~text below in Subparagraphs 1.1.1 - 40.1.1.4

~~38.1.1~~ The ~~definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph B of this certification.~~

~~38.1.2~~40.1.1 The offeror, by signing its offer, hereby undersigned certifies to the best of his or her knowledge and belief ~~as of December 23, 1989,~~ that:

~~38.1.2.1~~40.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of ~~any~~an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress ~~on his or her~~

~~behalf~~ in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

~~38.1.2.2~~40.1.1.2 If any funds other than federal appropriated funds ~~(including profit or fee received under a covered federal transaction)~~ have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress ~~on his or her behalf~~ in connection with this ~~solicitation, the offeror~~Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit ~~with its offer, OMB standard form Standard Form-LLL, "Disclosure of Form to Report Lobbying Activities, to the Contracting Officer; and,"~~ in accordance with its instructions.

~~38.1.2.3~~40.1.1.3 ~~He or she will include~~The undersigned shall require that the language of this certification ~~in~~be included in the award documents for all subcontract awards subawards at any tier all tiers (including subcontracts, subgrants, and contracts under grants loans and require that all recipients of subcontract awards in excess of \$100,000 cooperative agreements) and that subrecipients shall certify and disclose accordingly.

~~38.1.2.4~~40.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification ~~and disclosure~~ is a prerequisite for making or entering into this ~~Agreement~~transaction imposed by Section 1352, Title 31, ~~USC~~U.S. Code. Any person who ~~makes an expenditure prohibited under this provision or who~~ fails to file ~~or amend~~ the ~~disclosure form to be filed or amended by this provision,~~required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such

failure.

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3 39.41. POLITICAL ACTIVITY

4 CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly
5 or indirectly, any political party, political candidate, or political activity, except as permitted
6 by law.
7

8 40.42. TERMINATION PROVISIONS
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10 40.142.1 ADMINISTRATOR may terminate this Agreement without penalty,
11 immediately with cause or after thirty (30) days written notice without cause, unless
12 otherwise specified. Notice shall be deemed served on the date of mailing. Cause
13 shall include, but not be limited, to any breach of contract, any partial
14 misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR,
15 discontinuance of the services for reasons within CONTRACTOR's reasonable
16 control, and repeated or continued violations of COUNTY ordinances unrelated to
17 performance under this Agreement that, in the reasonable opinion of COUNTY,
18 indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise
19 by ADMINISTRATOR of the right to terminate this Agreement shall relieve
20 COUNTY of all further obligations under this Agreement.
21

22 40.242.2 For ninety (90) calendar days prior to the expiration date of this Agreement,
23 or upon notice of termination of this Agreement ("Transition Period"),
24 CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer
25 of service responsibilities, case records, and pertinent documents. The Transition
26 Period may be modified as agreed upon in writing by the parties. During the Transition
27 Period, service and data access shall continue to be made available to COUNTY
28 without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
transitioning all data in the format determined by COUNTY.

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

40.442.4 The obligations of COUNTY under this Agreement are contingent upon the

1 availability of federal and/or State funds, as applicable, for the reimbursement of
 2 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services
 3 hereunder in the budget approved by the Orange County Board of Supervisors each
 4 fiscal year this Agreement remains in effect or operation. In the event that such
 5 funding is terminated or reduced, ADMINISTRATOR may immediately terminate
 6 this Agreement, reduce COUNTY's maximum funding obligation, or modify this
 7 Agreement, without penalty. The decision of ADMINISTRATOR shall be binding
 8 on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
 9 notification of such determination. CONTRACTOR shall immediately comply with
 10 ADMINISTRATOR's decision.

11 ~~40.5~~42.5 If any term, covenant, condition, or provision of this Agreement or the
 12 application thereof is held invalid, void, or unenforceable, the remainder of the
 13 provisions in this Agreement shall remain in full force and effect and shall in no way
 14 be affected, impaired, or invalidated thereby.

15 ~~41.~~43. GOVERNING LAW AND VENUE

16 This Agreement has been negotiated and executed in the State of California and shall be
 17 governed by and construed under the laws of the State of California, without reference to
 18 conflict of law provisions. In the event of any legal action to enforce or interpret this
 19 Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located
 20 in Orange County, California, and the parties hereto agree to and do hereby submit to the
 21 jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.
 22 Furthermore, the parties specifically agree to waive any and all rights to request that an action
 23 be transferred for trial to another county.

24 ~~42.~~44. SIGNATURE IN COUNTERPARTS

25 ~~42.1~~44.1 The parties agree that separate copies of this Agreement may be signed by
 26 each of the parties, and this Agreement will have the same force and effect as if the
 27 original had been signed by all the parties.

28 ~~42.2~~44.2 CONTRACTOR represents and warrants that the person executing this
 Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual
 authority to bind CONTRACTOR to each and every term, condition and obligation of
 this Agreement and that all requirements of CONTRACTOR have been fulfilled to
 provide such actual authority.

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

By: _____ By: _____
~~MARIA E. MINON, MD~~ ~~CHAIRWOMAN~~
~~CHAIR OF THE~~ ILIANA SOTO WELTY
CHAIRMAN
EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS
~~CHILDREN AND FAMILIES~~ MULTI-ETHNIC COLLABORATIVE
COUNTY OF ORANGE, CALIFORNIA
~~COMMISSION OF ORANGE COUNTY~~

OF COMMUNITY AGENCIES

Dated: _____ Dated: _____

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

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ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM _____ ~~APPROVED AS TO FORM _____~~
COUNTY COUNSEL _____ ~~ALAN BURNS~~
COUNTY OF ORANGE, CALIFORNIA _____ ~~COMMISSION SPECIAL COUNSEL~~

~~By: _____~~ ~~By: _____~~

By: _____
DEPUTY

~~Dated: _____~~ ~~Dated: _____~~

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

~~CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY~~
MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES

FOR THE PROVISION OF HOME VISITING SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR and its subcontractors shall provide ~~centralized program management for the CalWORKs Home Visiting Initiative (HVI), which shall include interagency coordination, continuous quality improvement, program monitoring and evaluation, submission of data reports to ADMINISTRATOR, and provision of direct services through its funded service partnership~~ to families referred by ~~SSA~~. ADMINISTRATOR. Families include: CalWORKs recipients who are pregnant ~~with no other children at the time of voluntary enrollment~~; or, CalWORKs recipients who are ~~first time~~ parents of, or Caretaker Relatives of, a child less than twenty-four (24) months of age at the time of voluntary enrollment in CalWORKs Home Visiting ~~Initiative services~~. ~~CONTRACTOR, through its service partnership, shall ensure that services are provided to participants referred by ADMINISTRATOR on a Referral Form approved by ADMINISTRATOR. ADMINISTRATOR may limit the number of families participating in Home Visiting Services based on funding limitations.~~ Program (HVP) services. Families also include: individuals who are apparently, as defined by CDSS, eligible for CalWORKs with a child less than twenty-four (24) month of age; and pregnant individuals, including individuals who have applied for CalWORKs aid within sixty (60) calendar days prior to reaching the second trimester of pregnancy. ADMINISTRATOR may expand the eligible population based on CDSS directives. The population to be served as defined in this Paragraph shall hereinafter be referred to as “FAMILY/FAMILIES.”

~~3. WORKLOAD STANDARDS~~

(~~WJP0119~~WJP0221)

Page 1 of ~~10~~
May 17, 2021

(~~February 25, 2019~~)13

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

2. PROVIDE DEFINITIONS

1.1.1 ~~HomVEE: Home Visiting Services through a Nurse Family Partnership, including Perinatal Nursing and Support Services, for the duration~~ Evidence ~~of pregnancy and up to twenty-four (24) months post-delivery;~~

3.1.1.1 ~~Services shall occur once weekly for the first four (4) weeks of prenatal development, and thereafter every other week until the child~~ Effectiveness (HomVEE) ~~is born;~~

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

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

1.1.2 ~~Provide Perinatal~~ the assessment process developed by the Department of Health Support Services and one (1) and Human Services (HHS) and used to conduct a thorough review of early childhood home visit each month, for up to fourteen (14) months;

1.1.3 ~~Provide Resilient Parenting and Early Learning Connections Services, including a minimum~~ visiting models. HomVEE provides an assessment of monthly the evidence of effectiveness for early childhood home visits for up to twenty-four (24) months; and

1.2.1 ~~Provide bilingual speaking staff to address the needs of~~ visiting models that serve FAMILIES as stated in Paragraph 1 of this Exhibit A, and as approved by ADMINISTRATOR.

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

2.2 Home Visitor: Trained professional who makes regular visits to the homes of

FAMILIES to provide guidance, coaching, and access to health and social services.

2.3 Material Goods: Items purchased for FAMILIES' households related to the care, health, and safety of FAMILIES.

2.3. HOURS OF OPERATION

~~2.1~~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 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on weekends, evenings and 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.~~ and Christmas Day. CONTRACTOR may substitute Columbus Day with Indigenous Peoples Day and replace other Holidays with those that are culturally appropriate for MECCA and referred FAMILIES with written approval of ADMINISTRATOR.

~~2.2~~3.3 CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph ~~3.1~~3.1 of this Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~19~~19, and shall not be reimbursed.

3.4. SERVICES

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

~~3.3~~ Individualized Care Plan

~~3.1.1~~ Home Visitor shall have direct contact with FAMILY to identify the primary service needs and determine what interventions are appropriate for the FAMILY. The FAMILY's strengths and/or resistance to services will be considered in determining what services will be provided.

~~3.1.2~~ A written Individualized Care Plan will be prepared by the Home Visitor

~~containing specific goals and measurable objectives, as defined by the US Department of Health and Human Services' Home Visiting Evidence of Effectiveness, to be reached during the service period.~~

3.4 ~~Home Visiting Services~~

~~4.1 Services by the Home Visitor will assist FAMILIES with prenatal health, child health, and development and FAMILIES' economic self-sufficiency and/or maternal life course development. Services by Home Visitor will assist FAMILIES with enhancing their health and well-being by: providing resources and~~ Receive and triage HVP referrals to from SSA staff.

4.2 Home visits in a frequency and duration required by Parents as Teachers (PAT) and Healthy Families America (HFA) HomVEE models recognized by HHS as "evidence-based" as described at <https://homvee.acf.hhs.gov/implementation>.

4.3 HVP services shall occur for up to twenty-four (24) months, or until the second birthday of each participating child, whichever is later.

4.4 Participation in HVP is voluntary, and participants can also terminate their participation at any time.

4.5 Services occur in-person at a FAMILY'S home, remotely through tele-health or virtual activities, or at a location mutually agreed to by FAMILY and CONTRACTOR or dictated by HomVEE models. If Telehealth is being used for services, home visits must be implemented with fidelity to the evidence-based home visiting model(s), and home visiting providers must stay up to date on model guidance.

4.6 Home visits to provide guidance, coaching, and access to prenatal and postnatal care, and other health and social services described in evidence-based HomVEE models. Home Visitors must have credentials as required by HomVEE Models or ADMINISTRATOR. Additional HHS HomVEE service models may be added upon advance written approval of ADMINISTRATOR.

~~3.24.7~~ Support and resources for participating FAMILIES including, but not limited to: prenatal, infant, and toddler care; ~~informing FAMILIES about~~ infant and child nutrition; ~~conducting child~~ developmental screening and assessments; ~~facilitating~~

~~parents and child interaction and positive child development; coordinating child care; providing connection to early learning; and, encouraging~~ job readiness and ~~employment~~ barrier removal; and domestic violence, sexual assault, mental health, and substance abuse treatment, as applicable.

~~3.5~~ Pre and Post Assessments

4.8 Receive referrals and identify any immediate, emergency needs and provide linkages to resources that will address needs, and ensure linkages are successful.

4.9 Assess family needs and develop individual case plans inclusive of clear, measurable goals and outcomes, directly connected to CDSS and HomVEE guidelines. Assessment of family needs should be ongoing throughout the duration of participation in the program.

4.10 Identify and adhere to CalWORKs and HVP guidelines per CDSS and SSA directives, and periodic reports to CDSS and SSA.

4.11 Collect, evaluate, and report data on participant demographics and relationships and evaluate effectiveness of services provision in increasing well-being outcomes of participants and children by race, ethnicity, national origin, primary and secondary language, and location within the county.

4.12 Create a case management plan in collaboration with ADMINISTRATOR, which includes assessing the family's needs, developing an individualized case plan, monitoring progress in achieving case plan objectives, and ensuring the provision of all services specified in the case plan. The case plan should build on the strengths established during the home visiting period, and the family's associated connections to child care. Case plans will also identify Material Goods needed by the participating families up to \$500 per family for the duration of their participation in HVP.

4.13 Collaborate with COUNTY staff, other County Agencies, and community based organizations to provide a holistic approach to service provision.

4.14 Deliver culturally responsive services to the needs of the family and in FAMILIES' primary language.

4.15 Encourage and assist families to enroll their child(ren) in high-quality early learning settings, participate in playgroups, or engage in other child enrichment activities.

4.16 Assessments

~~3.2.1~~ 4.16.1 CONTRACTOR shall conduct a pre-assessment and post-assessment which assesses risk and measures change in families. These assessments shall be pre-approved by ADMINISTRATOR, and administered by CONTRACTOR to FAMILIES entering and exiting services as part of the ~~Individualized Care Plan~~ individualized case plan.

~~3.2.2~~ ~~Community networking among agencies will be maintained to ensure FAMILIES secure the necessary services to meet their on-going needs.~~

4.16.2 The frequency of assessments of FAMILIES during the service period is determined by the Home VEE service models or by ADMINISTRATOR.

~~3.3~~ 4.17 Quality Assurance

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

Quality Assurance will be coordinated with ADMINISTRATOR during regular meetings.

~~3.4~~ 4.18 Case Management

Case consultation with designated ~~SSA~~ COUNTY staff shall occur ~~each month, at minimum,~~ weekly to discuss progress and concerns of FAMILIES:

or at a frequency approved by ADMINISTRATOR. Case consultations will include, but are not limited to: relevant social and family history, relevant financial forms and information, changes in FAMILY behaviors, goals identified during assessment, description of specific examples of significant intervention efforts which have occurred, if any; and FAMILY's strengths, insights, community resource linkages, attendance, and other relevant FAMILY information.

4.19 Training

4.19.1 CONTRACTOR shall participate in County training on CalWORKs, Medi-Cal, CalFresh, California Special Supplemental Nutrition Program for

Women, Infants, and Children, and other programs, with county-specific information about how the home visiting professionals can help a parent access additional services for which the parent may be eligible and troubleshoot problems with benefits or eligibility that would impact the parent's access to services.

4.19.2 The COUNTY reserves the right to approve training topics eligible for reimbursement under this Agreement.

4.19.3 CONTRACTOR shall attend additional training, conferences, and meetings as required by ADMINISTRATOR.

3.5.4.20 Goals and Outcomes

~~3.5.14~~4.20.1 CONTRACTOR ~~will~~shall accept all referrals made by ADMINISTRATOR and will attempt phone, email or written contact with eighty percent (80%) of referred FAMILIES, within five (5) business days of receipt of referral.

~~3.5.24~~4.20.2 CONTRACTOR ~~will~~shall schedule a face-to-face ~~meeting~~or virtual meetings with a minimum of fifty percent (50%) of contacted ~~FAMILIES~~HVP participants within fifteen (15) business days ~~of receiving referral.~~

~~3.5.34~~4.20.3 CONTRACTOR ~~will~~shall conduct a face-to-face or virtual meeting with a minimum of eighty percent (80%) of referred and scheduled ~~FAMILIES~~HVP participants within fifteen (15) business days of making contact with the HVP participants.

~~3.5.44~~4.20.4 CONTRACTOR ~~will~~shall identify participants' immediate needs during intake assessments and ~~will~~ make referrals for services and/or provide resources within ~~thirty (30) calendar~~three (3) business days.

~~3.5.5~~ ~~CONTRACTOR will attempt to survey all FAMILIES entering and exiting the program to assess the benefits of services received and the FAMILIES' increased feelings of parental confidence.~~

4.20.5 CONTRACTOR shall administer a written survey to participants at the initial face-to-face or virtual meeting, and another upon completion of the program or termination of involvement in HVP, to determine if their

knowledge of their child's development and their parental confidence have increased as a result of the program. Formats shall be approved by ADMINISTRATOR, and the completed, signed surveys shall be returned to ADMINISTROATOR upon family completion or termination in HVP.

4.5. FACILITIES

Administrative services under this Agreement shall be provided at:

~~Children and Families Commission~~ Multi-Ethnic Collaboration of ~~Orange County~~
Community Agencies

1505 East 17th Street, Suite ~~230~~123

Santa Ana, CA 92705

Home Based Services ~~will~~shall be provided in the homes of FAMILIES referred for service-

, a mutually agreed upon location, remotely through virtual activities, or as dictated by HomVEE Model. 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 funding obligation.

5.6. FAMILY CASE RECORDS

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

~~5.1~~6.1 FAMILY's name, address, phone number, ~~and~~ employment information;

~~5.2~~6.2 Names, birth dates, ~~and~~ sex of all FAMILY members;

~~6.3~~ FAMILY's race, ethnicity, national origin, and Racial and ethnic demographics of all FAMILY members

~~5.3~~6.4 Family's primary and secondary language;

~~5.4~~6.5 Other persons in the home and their relationship to the FAMILY;

~~5.5~~6.6 Referral Form and any referral documentation provided by COUNTY;

~~5.6~~6.7 Individualized ~~Care Plan;~~case plans

~~5.7~~6.8 Social and ~~family~~Family histories;

~~5.8~~6.9 Case notes;

~~5.9~~6.10 Any additional ~~HVI~~HVP forms; ~~and~~ provided by ADMINISTRATOR or CDSS

~~5.10~~6.11 Authorization to release information between ADMINISTRATOR and CONTRACTOR.

6.7. REPORTS AND DATA COLLECTION

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

~~6.1.1—Home Visiting Initiative Caseload Information;~~

~~6.1.2—Home Visiting Initiative Referrals and Services;~~

~~6.1.3—Home Visiting Initiative Participant Demographics;~~

7.1 ~~Name~~Demographic information of HVP participants and evidence of cultural accommodation.

7.2 FAMILY caseload plans.

~~6.2~~7.3 Number of referrals and ~~number of new FAMILIES~~ indication of services provided to each referred ~~each month; and referral source;~~FAMILY.

~~6.3~~7.4 Number of hours of in-home services ~~provided~~completed each week and month;

~~6.4~~7.5 Number of ~~bilingual FAMILIES served~~cases opened and closed each month; with indication ~~of primary and other languages spoken by FAMILIES;~~why services ended.

~~6.4.1—Number of active cases at the end of each month; and~~

~~6.4.2—Number of cases closed during each month.~~

~~3.6—Any additional information regarding FAMILY progress shall be prepared in a format approved by ADMINISTRATOR. ADMINISTRATOR may add, delete, waive, or otherwise modify individual reporting requirements as stated in this Paragraph.~~

7.6 Information requested from ADMINISTRATOR or CDSS specific to Home Visiting service provision.

7.8. MEETINGS AND REVIEWS

~~7.1~~8.1 CONTRACTOR and ADMINISTRATOR's designees shall meet on a monthly basis to review FAMILY progress and services provided by CONTRACTOR. The

review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided ~~and length of services.~~ share case information and additional services to support FAMILIES and transition them into Welfare to Work and educational activities.

8.2 CONTRACTOR and ADMINISTRATOR shall participate in CalWORKs Outcomes and Accountability Review and HVP evaluation meetings as requested by ADMINISTRATOR.

~~7.2~~8.3 ADMINISTRATOR may meet with CONTRACTOR ~~at CONTRACTOR'S facility referenced in Paragraph 5 of this Exhibit A, with date and time determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may~~to provide oral and/or written feedback regarding the case management of FAMILIES served by CONTRACTOR. CONTRACTOR shall comply with the findings and take corrective action accordingly.

~~3.7 In the event CONTRACTOR, ADMINISTRATOR, and SSA's Family Self Sufficiency representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of Family Self Sufficiency for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 41 of this Agreement.~~

8.4 CONTRACTOR agrees to participate in additional meetings upon ADMINISTRATOR's request.

8.9. BUDGET FOR HOME VISITING SERVICES

~~8.1~~9.1 The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

Budget for July 1, 2021 to June 30, 2022

DIRECT SERVICE EXPENSES

Direct Service Salaries	\$115,600
Direct Service Benefits (20% - 50%) ⁽¹⁾	<u>\$25,143</u>
Subtotal Direct Service Salaries and Benefits	\$140,743

Services, Supplies, and Operating Expenses	\$1,429,837
Material Goods ⁽³⁾	\$100,000
Direct Services Indirect Expenses	<u>\$185,620</u>
SUBTOTAL DIRECT SERVICES	\$1,856,200

ADMINISTRATIVE EXPENSES⁽²⁾

Administrative Salaries	\$106,300
Administrative Benefits (20% - 50%) ⁽¹⁾	<u>\$23,120</u>
Subtotal Administrative Salaries and Benefits	\$129,420
Administrative Indirect Expenses	<u>\$14,380</u>
SUBTOTAL ADMINISTRATIVE EXPENSES	\$143,800

TOTAL LINE ITEM BUDGET FOR YEAR 1 **\$2,000,000**

Budget for July 1, 2022 to June 30, 2023DIRECT SERVICE EXPENSES

Direct Service Salaries	\$117,912
Direct Service Benefits (20% - 50%) ⁽¹⁾	<u>\$25,646</u>
Subtotal Direct Service Salaries and Benefits	\$143,558
Services, Supplies, and Operating Expenses	\$1,418,845
Material Goods ⁽³⁾	\$100,000
Direct Services Indirect Expenses	<u>\$184,711</u>
SUBTOTAL DIRECT SERVICES	\$1,847,114

ADMINISTRATIVE EXPENSES⁽²⁾

Administrative Salaries	\$113,016
Administrative Benefits (20% - 50%) ⁽¹⁾	<u>\$24,581</u>
Subtotal Administrative Salaries and Benefits	\$137,597
Administrative Indirect Expenses	<u>\$15,289</u>
SUBTOTAL ADMINISTRATIVE EXPENSES	\$152,886

TOTAL LINE ITEM BUDGET FOR YEAR 2 **\$2,000,000**

Budget for July 1, 2023 to June 30, 2024

DIRECT SERVICE EXPENSES

Direct Service Salaries	\$120,224
Direct Service Benefits (20% - 50%) ⁽¹⁾	<u>\$26,149</u>
Subtotal Direct Service Salaries and Benefits	\$146,373
Services, Supplies, and Operating Expenses	\$1,413,332
Material Goods ⁽³⁾	\$100,000
Direct Services Indirect Expenses	<u>\$184,412</u>
SUBTOTAL DIRECT SERVICES	\$1,844,117

ADMINISTRATIVE EXPENSES⁽²⁾

Administrative Salaries	\$115,232
Administrative Service Benefits (20% - 50%) ⁽¹⁾	<u>\$25,063</u>
Subtotal Administrative Salaries and Benefits	\$140,295
Administrative Indirect Expenses	<u>\$15,588</u>
SUBTOTAL ADMINISTRATIVE EXPENSES	\$155,883

TOTAL LINE ITEM BUDGET FOR YEAR 3 **\$2,000,000**

TOTAL CONTRACT MAXIMUM OBLIGATION **\$6,000,000**

~~Budget for Period of March 27, 2019 to June 30, 2019~~

~~Budget for Period of July 1, 2019 to June 30, 2020~~

⁽¹⁾ Benefits include, but are not limited to, retirement plans, health insurance, dental insurance, vision insurance, life insurance, unemployment, and workers' compensation.

⁽²⁾ Administrative 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.).

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

⁽³⁾ CONTRACTOR agrees to track the spending of Material Goods and provide

documentation of purchases at the time of invoicing or upon ADMINISTRATOR or CDSS request. CONTRACTOR agrees to not use Material Goods funding in a way that would supplant any other home visiting funding for similar items and CONTRACTOR agrees to use Material Goods funding in combination with programs funded by other sources if the entirety of services provided meet the award requirements of the program per WIC 11330.6(b).

~~8.2~~9.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

~~8.3~~9.3 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 funding obligation, as stated in Subparagraph ~~20.1~~20.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph ~~41.4~~42.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph ~~20.1~~20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit ~~A~~. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

9.4 In the event the budget shown in Paragraph 9 of this Exhibit is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2021, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget beginning on July 1st of each Agreement year shall be identical to the most recently modified annual budget.

9.10. STAFF

(~~WJP0119~~WJP0221)

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CONTRACTOR shall provide the following described staff positions:

~~9.1~~ 10.1 Home Visiting Program ~~Manager~~ Director

Duties

~~9.1.1~~ 10.1.1 Administer contract and budget management.

~~9.1.2~~ 10.1.2 Assure comprehensive program oversight.

~~9.1.3~~ 10.1.3 Oversee staff development.

~~9.1.4~~ 10.1.4 Assure ongoing program development to meet Goals and Outcomes.

Qualifications

~~9.1.5~~ 10.1.5 Masters' Degree in social work or related field, or equivalent degree from an accredited college or university with at least four (4) years direct service experience with children and families, and at least three (3) years supervisory experience with child and family programs, indicating knowledge of child welfare system, maternal child health systems, and early learning and early childhood mental health.

~~3.8~~ Program Supervisor

10.2 Administrative Coordinator – Evaluation Support

Duties

~~9.1.6~~ Provides leadership, clinical supervision, oversight and direction to Home Visitors in the coordination of patient/client care.

~~9.1.7~~ Assures and monitors delivery of quality services to families.

~~9.1.8~~ Coordinates, attends and participates in CalWORKS HVI meetings.

~~9.1.9~~ Prepares and submits monthly reports.

~~9.1.10~~ Assures accurate data entry into Bridges Connect and Parsimony system.

~~9.1.11~~ Participates in outreach activities, as reasonably requested, to assure maximum capacity of programs within the Bridges Network and CalWORKS HVI program.

~~9.1.12~~ Assesses problems, prepares documentation and Assessment and Treatment Plans, and monitors individual/family progress toward reaching predetermined goals; provides for regular review and updating of Assessment and Treatment Plans.

10.2.1 Receive and triage HVP referrals from SSA staff.

10.2.2 Understands and articulates data collection and interpretation, as well as network security and confidentiality, as required by CDSS and this Agreement.

10.2.3 Collects HVP data from direct service providers, and follows-up as necessary to obtain clarification and correct any mistakes.

10.2.4 Collaborates with contracted Program Managers, Program Supervisors, Home Visitors, and ME-MCHN Database Administrator to customize and maintain the database for HVP.

10.2.5 Provides support for data system users.

Qualifications

10.2.6 ~~Masters' Bachelor's~~ Degree ~~in psychology, sociology, social work~~ or equivalent related field, ~~and~~ experience from an accredited college/university with a minimum of two (2) years' experience ~~years of experience managing, manipulating, and updating complex datasets in databases built in clinical supervisory capacities~~ systems such as UNIX, Windows, Oracle, and IBM DB2, and Microsoft SQL Server.

10.2.7 Experience reconciling data in different systems including designing and preparing database reports, identify related trends and patterns, and supporting database users in troubleshooting and resolving issues.

9.1.13 10.2.8 Demonstrated ability to learn new skills and content and communicate clearly and productively. Ability to present findings to a total of five (5) years working with young children. Must possess a valid California driver's license ~~group, and travel throughout Orange County to do so.~~

3.9 ~~Home Visitor~~

10.3 Administrative Coordinator – Fiscal and Program Support

Duties

9.1.14 ~~Provides services and referrals to individuals/families with problems, i.e., child management, personal and family adjustments, finances, employment, and physical and mental impairments. Provides follow up treatment to individuals/families.~~

~~9.1.15 Assesses problems, prepares proper documentation, and Assessment and Treatment Plans; creates and updates Individualized Care Plan.~~

~~9.1.16 Prepares and submits reports and/or recommendations to Program Supervisors concerning case load status, critical incident involvement of family members and staff, budget requests, changes in program plans, and any unusual incidents that occur in the operation of the program.~~

~~9.1.17 Develops and maintains effective working relationships with necessary support services for the program, such as doctors and dentists, public welfare personnel, lawyers, therapists, law enforcement staff, school officials, neighbors, church and youth organizations, etc.~~

10.3.1 Responsible for securing program goods and equipment as well as supporting financial functions related to the program such as invoicing, payments, and financial reporting.

10.3.2 Provides general administrative support for Program Director.

Qualifications

10.3.3 ~~Bachelors~~²Bachelor's Degree and two (2) in finance or related field preferred. Minimum requirement of high school diploma with a minimum of four years' experience in the human service field is required. Must possess a California driver's license, excellent communication skills, and the ability to provide on-going bookkeeping or financial administrative support.

10.3.4 Experience with financial management systems such as QuickBooks accounting.

10.4 Communications Coordinator

Duties

~~9.1.18~~10.4.1 Responsible for developing, creating, and editing marketing and educational printed and ~~counseling for families in crisis~~ electronic materials, eblasts, quarterly E-newsletters, flyers and brochures, updating and maintaining the program website for the purpose of increasing awareness by the SSA workforce of the program and its availability for receiving referrals.

~~9.1.19 Home Visitors performing services for the Nurse Family Partnership must be a Registered Nurse, have a Public Health Nurse Certification, and have~~

~~one year of public health nursing experience.~~

10.4.2 -Performing other duties as assigned.

Qualifications

10.4.3 Bachelor's degree in communications, marketing, public relations, or related field from an accredited college or university; three (3) to five (5) years' work experience in marketing and public relations; extensive training in marketing and communications; experience in developing marketing materials; proficient in Microsoft Office Suite, graphic design, publication layout, web design, etc.; knowledge and experience in conducting presentations utilizing latest technology (e.g. webinars, video streaming, PowerPoint, Google products, etc.); excellent communication and public speaking, writing, and editing skills (i.e., newsletters, web content, public service announcements, etc.); attention to detail; excellent organizational and creative skills; and proficiency in English is required.

10.5 MECCA Programs Director

Duties

10.5.1 Responsible for assisting in program development and initiating the program.

10.5.2 Responsible for ongoing oversight of program implementation and attainment of program objectives including supervision of the Program Director.

Qualifications

~~9.1.20~~10.5.3 MSW or equivalent degree from an accredited college or university preferred with a minimum of five (5) years' experience in program management or administration.