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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CHILDREN’S HOME SOCIETY OF CALIFORNIA
FOR THE PROVISION OF
BRIDGE PROGRAM EMERGENCY CHILD CARE VOUCHER SERVICES

This AGREEMENT, entered into this 1st day of February 2020, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and CHILDREN’S HOME SOCIETY OF CALIFORNIA, a California 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.”

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Bridge Program Emergency Child Care Voucher Services; and

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Section 11461.6 and Education Code Section 8212.

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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Exhibit A

1. POPULATION TO BE SERVED 1
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1 1. TERM

2 The term of this Agreement shall commence on February 1, 2020, and terminate on June
3 30, 2022, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement;
4 however, CONTRACTOR shall be obligated to perform such duties as would normally extend
5 beyond this term, including, but not limited to, obligations with respect to indemnification, audits,
6 reporting, and accounting.

7 2. ALTERATION OF TERMS

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

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

15 3. STATUS OF CONTRACTOR

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

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

26 4. DESCRIPTION OF SERVICES

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

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

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

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

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of
12 this Agreement, who are subject to individual registration and/or licensing requirements, have all
13 necessary licenses and permits required by the laws of the United States, State of California
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
18 such laws and licensure requirements, including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title
26 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of
27 California, County of Orange, and County of Orange Social Services Agency, and all
28 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist

1 or be hereafter amended.

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

5 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6 6.1 Delegation and Assignment

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

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

17 6.2 Change of Ownership

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

23 7. SUBCONTRACTS

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

1 ADMINISTRATOR may require.

2 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

3 8.1 Form of Business Organization

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

7 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
8 partnership, corporation, etc.

9 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
10 of ownership or otherwise, to any parent organization or individual.

11 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
12 subsidiary business organization or to any individual who may be providing services, supplies,
13 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
14 under this Agreement.

15 8.2 Change in Form of Business Organization

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

22 8.3 Name Change

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

28 9. NON-DISCRIMINATION

1 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
2 engage nor employ any unlawful discriminatory practices in the admission of participants,
3 provision of services or benefits, assignment of accommodations, treatment, evaluation,
4 employment of personnel, or in any other respect, on the basis of race, religious creed, color,
5 national origin, ancestry, physical disability, mental disability, medical condition, genetic
6 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,
7 military and veteran status, or any other protected group, in accordance with the requirements of
8 all applicable federal or State laws.

9 9.2 CONTRACTOR shall furnish any and all information requested by
10 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
11 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
12 9 et seq.

13 9.3 Non-Discrimination in Employment

14 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
15 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
16 Department of Labor regulations (Title 41 CFR Part 60).

17 9.3.2 All solicitations or advertisements for employees placed by or on behalf of
18 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
19 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
20 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
21 gender expression, age, sexual orientation, military and veteran status, or any other protected
22 group, in accordance with the requirements of all applicable federal or State laws. Notices
23 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
24 for employees and job applicants.

25 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
26 formal discrimination complaint to:

27 California Department of Fair Employment
28 2218 Kausen Drive, Suite 100

1 Elk Grove, CA 95758

2 Telephone: (800) 884-1684

3 (800) 700-2320 (TTY)

4 9.4 Non-Discrimination in Service Delivery

5 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
6 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
7 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
8 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
9 amended; California Civil Code Section 51 et seq., as amended; California Government Code
10 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
11 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
12 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
13 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
14 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
15 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
16 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
17 amended. CONTRACTOR shall not implement any administrative methods or procedures which
18 would have a discriminatory effect or which would violate the California Department of Social
19 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
20 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other
21 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
22 other laws, or the issue may be referred to the appropriate federal agency for further compliance
23 action and enforcement of Subparagraph 9.4 et seq.

24 9.4.2 CONTRACTOR shall provide any and all participants desirous of filing a
25 formal complaint any and all information as appropriate:

26 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
27 (PUB 13)

28 9.4.2.2 Discrimination Complaint Form

1 9.4.2.3 Civil Rights Contacts:

2 County Civil Rights Contact:

3 Orange County Social Services Agency

4 Program Integrity

5 Attn: Civil Rights Coordinator

6 P.O. Box 22001

7 Santa Ana, CA 92702-2001

8 Telephone: (714) 438-8877

9 State Civil Rights Contact:

10 California Department of Social Services

11 Civil Rights Bureau

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

13 Sacramento, CA 94244-2430

14 Federal Civil Rights Contact:

15 U.S. Department of Health and Human Services

16 Office of Civil Rights

17 50 U.N. Plaza, Room 322

18 San Francisco, CA 94102

19 9.4.3 The following websites provide Civil Rights information, publications
20 and/or forms:

21 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>
22 [.pdf](http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470) (*Pub 470 - Your rights Under Adult Protective Services*)

23 9.4.3.2 [http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-](http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program)
24 [Rights-Under-California-Welfare-Program](http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program) (*Pub 13 – Your Rights Under California Welfare*
25 *Programs*)

26 9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>
27 (*SSA Contractor and Vendor Compliance page*)

28 10. NOTICES

1 10.1 All notices, requests, claims, correspondence, reports, statements authorized or
2 required by this Agreement, and/or other communications shall be addressed as follows:

3 COUNTY: County of Orange Social Services Agency
4 Contracts and Procurement Services
5 500 N. State College Blvd, Suite 100
6 Orange, CA 92868

7 CONTRACTOR: Children's Home Society of California
8 333 South Anita Dr., Suite 350
9 Orange, CA 92868

10 10.2 All notices shall be deemed effective when in writing and deposited in the United
11 States mail, first class, postage prepaid and addressed as above. Any communications, including
12 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
13 Agreement addressed in any other fashion shall be deemed not given. The parties each may
14 designate by written notice from time to time, in the manner aforesaid, any change in the address
15 to which notices must be sent.

16 11. NOTICE OF DELAYS

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

21 12. INDEMNIFICATION

22 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
23 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
24 their elected and appointed officials, officers, employees, agents, and those special districts and
25 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
26 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
27 including, but not limited to, personal injury or property damage arising from or related to the
28 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.

1 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
2 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
3 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
4 Neither party shall request a jury apportionment.

5 13. INSURANCE

6 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
7 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
8 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
9 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
10 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
11 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
12 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
13 CONTRACTOR.

14 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
15 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
16 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
17 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
18 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
19 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
20 requirements to every subcontractor and to receive proof of insurance prior to allowing any
21 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
22 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
23 reasonable time.

24 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
25 Insurance. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically
26 be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's
27 current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
28 addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees

1 to all of the following:

2 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
3 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
4 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
5 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
6 same; and

7 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
8 irrespective of any duty to indemnify or hold harmless; and

9 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
10 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
11 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
12 insured.

13 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
14 term of this Agreement, COUNTY may terminate this Agreement.

15 13.5 Qualified Insurer

16 13.5.1 The policy or policies of insurance must be issued by an insurer with a
17 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as
18 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United
19 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business
20 in the state of California (California Admitted Carrier).

21 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
22 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
23 the company's performance and financial ratings.

24 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide
25 the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

1	Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
2		
3	Workers' Compensation	Statutory
4	Employer's Liability Insurance	\$1,000,000 per occurrence
5	Network Security & Privacy Liability	\$1,000,000 per claims made
6		
7		
8	Sexual Misconduct Liability	\$1,000,000 per occurrence

9 13.8 Required Coverage Forms

10 13.8.1 Commercial General Liability coverage shall be written on Insurance
11 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
12 broad.

13 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,
14 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

15 13.9 Required Endorsements

16 13.9.1 Commercial General Liability policy shall contain the following
17 endorsements, which shall accompany the Certificate of Insurance:

18 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26
19 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,
20 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
21 state AS REQUIRED BY WRITTEN CONTRACT.

22 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20
23 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
24 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
25 contributing.

26 13.9.2 The Network Security and Privacy Liability policy shall contain the
27 following endorsements which shall accompany the Certificate of Insurance.

28 13.9.2.1 An Additional Insured endorsement naming the County of

1 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
2 for its vicarious liability.

3 13.9.2.2 A primary and non-contributing endorsement evidencing that
4 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
5 County of Orange shall be excess and non-contributing.

6 13.10 All insurance policies required by this Agreement shall waive all rights of
7 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
8 employees when acting within the scope of their appointment or employment.

9 13.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
10 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
11 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
12 a material breach of the contract, upon which the COUNTY may suspend or terminate this
13 Agreement.

14 13.12 If CONTRACTOR's Network Security & Privacy Liability policy is a "claims
15 made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability
16 coverage for two (2) years following completion of this Agreement.

17 13.13 The Commercial General Liability policy shall contain a severability of interests
18 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

19 13.14 Insurance certificates should be mailed to COUNTY at the address indicated in
20 Paragraph 10 of this Agreement.

21 13.15 If CONTRACTOR fails to provide the insurance certificates and endorsements
22 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
23 award may be made to the next qualified proponent.

24 13.16 COUNTY expressly retains the right to require CONTRACTOR to increase or
25 decrease insurance of any of the above insurance types throughout the term of this Agreement.
26 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
27 appropriate to adequately protect COUNTY.

28 13.17 COUNTY shall notify CONTRACTOR in writing of changes in the insurance

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

5 13.18 The procuring of such required policy or policies of insurance shall not be construed
6 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
7 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
8 available from the insurer.

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

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

12 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
13 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
14 under this Agreement. While CONTRACTOR is required to provide this information without
15 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
16 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

17 14.2 Any accident or incident relating to services performed under this Agreement that
18 involves injury or property damage which may result in the filing of a claim or lawsuit against
19 CONTRACTOR and/or COUNTY.

20 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
21 relating to services performed by CONTRACTOR under this Agreement.

22 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

23 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
24 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
25 Agreement.

26 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
27 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
28 of service location or jurisdiction.

1 15. CONFLICT OF INTEREST

2 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
3 or conditions that could result in a conflict with COUNTY interests. In addition to the
4 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
5 subcontractors associated with the provision of goods and services provided under this Agreement.
6 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
7 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
8 entertainment, payments, loans, or other considerations which could be deemed to influence or
9 appear to influence COUNTY staff or elected officers in the performance of their duties.

10 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
11 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
12 Agreement performance. While CONTRACTOR will be required to provide this information
13 without prompting from COUNTY any time there is a change regarding conflict of interest,
14 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

15 16. ANTI-PROSELYTISM PROVISION

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

20 17. SUPPLANTING GOVERNMENT FUNDS

21 CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the
22 purposes of this Agreement with any funds made available under this Agreement.
23 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from
24 COUNTY with respect to, that portion of its obligations which have been paid by another source
25 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,
26 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,
27 State, or COUNTY funds under any federal, State, or COUNTY program without prior written
28 approval of ADMINISTRATOR.

1 18. EQUIPMENT

2 18.1 All items purchased with funds provided under this Agreement, or which are
3 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
4 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
5 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
6 Equipment is limited to the performance of this Agreement. Upon the termination of this
7 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
8 COUNTY or its representatives, or dispose of them in accordance with the directions of
9 ADMINISTRATOR.

10 CONTRACTOR further agrees to the following:

11 18.1.1 To maintain all items of Capital Equipment in good working order and
12 condition, normal wear and tear excepted.

13 18.1.2 To label all items of Capital Equipment, do periodic inventories as required
14 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital
15 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All
16 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

17 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
18 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
19 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

20 18.1.4 To purchase a policy or policies of insurance covering loss or damage to
21 any and all Capital Equipment purchased under this Agreement, in the amount of the full
22 replacement value thereof, providing protection against the classification of fire, extended
23 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
24 parties' interests as they appear.

25 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
26 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the
27 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's
28 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for

1 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if
2 prior written approval has not been obtained from ADMINISTRATOR.

3 18.3 Computer Equipment

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

10 19. BREACH SANCTIONS

11 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
12 conditions of this Agreement shall be a material breach of this Agreement. In such event,
13 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
14 available at law, in equity, or otherwise specified in this Agreement:

15 19.1.1 Afford CONTRACTOR a time period within which to cure the breach,
16 which period shall be established by ADMINISTRATOR; and/or

17 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
18 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
19 and/or

20 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
21 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

22 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
23 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

24 20. PAYMENTS

25 20.1 Maximum Contractual Obligation

26 The maximum obligation of COUNTY under this Agreement shall not exceed the
27 amount of \$4,452,762, or actual allowable costs, whichever is less. The estimated annual amount
28 for each fiscal year is as follows:

1 20.1.1 \$595,316 for February 1, 2020 through June 30, 2020;

2 20.1.2 \$1,928,723 for July 1, 2020 through June 30, 2021; and

3 20.1.3 \$1,928,723 for July 1, 2021 through June 30, 2022.

4 20.2 Allowable Costs

5 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
6 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this
7 Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However,
8 COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will
9 be incurred by CONTRACTOR for June 2020, June 2021, and June 2022, during the month of
10 such anticipated expenditure.

11 20.3 Claims

12 20.3.1 CONTRACTOR shall submit monthly claims to be received by
13 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
14 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
15 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
16 holidays include New Year's Day, Martin Luther King, Jr. Day, President Lincoln's Birthday,
17 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
18 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

19 20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.
20 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
21 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
22 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
23 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
24 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
25 shall retain all financial records in accordance with Paragraph 26 of this Agreement.

26 20.3.3 Payments should be released by COUNTY within a reasonable time period
27 of approximately thirty (30) days after receipt of a correctly completed claim form and required
28 supporting documentation.

1 20.3.4 Year-End and Final Claims

2 20.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY
3 fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in
4 Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims
5 received after August 30th of each corresponding COUNTY fiscal year may, at
6 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the
7 date upon which the final claim per each COUNTY fiscal year must be received, upon written
8 notice to CONTRACTOR.

9 20.3.4.2 The basis for final settlement shall be the actual allowable costs
10 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant
11 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that
12 any overpayment has been made, COUNTY may offset the amount of the overpayment against
13 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
14 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing
15 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has
16 been made.

17 21. OVERPAYMENTS

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

1 Paragraph.

2 22. OUTSTANDING DEBT

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

6 23. REVENUE

7 23.1 Whenever CONTRACTOR receives any money specifically designated for use in
8 programs funded through this Agreement, such monies shall be considered to be a cost off-set and
9 treated as a reduction against the amount claimed by CONTRACTOR.

10 23.2 CONTRACTOR is not required to apply grants or gifts which are unrestricted in
11 use to any cost or expense of CONTRACTOR in which COUNTY participates.

12 23.3 CONTRACTOR may establish and utilize a sliding fee schedule, approved by
13 ADMINISTRATOR, to determine participant fees for services provided. However,
14 CONTRACTOR shall not refuse services to participants referred by ADMINISTRATOR because
15 of inability or unwillingness to pay said fees.

16 23.4 CONTRACTOR shall make every reasonable effort to collect all available third
17 party reimbursement for which participant may be eligible. Public and private insurance carriers
18 shall be billed on the basis of CONTRACTOR's customary charges, if applicable.

19 23.5 Fees and revenues received by CONTRACTOR from or on behalf of participants,
20 including from public or private insurance carriers, shall be deducted from any billings to
21 COUNTY and shall reduce any obligation of COUNTY under this Agreement.

22 24. FINAL REPORT

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

28 25. INDEPENDENT AUDIT

1 25.1 CONTRACTOR shall employ a licensed certified public accountant who shall
2 prepare and file with ADMINISTRATOR an annual organization-wide audit of related
3 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
4 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
5 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
6 the aforementioned regulations for any year covered during the term of this Agreement,
7 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of
8 CONTRACTOR's financial statements. The audit must be performed in accordance with
9 generally accepted government auditing standards. CONTRACTOR shall cooperate with
10 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)
11 months after issuance of all audit reports with regard to audit exceptions.

12 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1
13 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide
14 audits for each of the fiscal cycles corresponding with the term of this Agreement.
15 CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's
16 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for
17 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
18 CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.
19 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to
20 CONTRACTOR.

21 26. RECORDS, INSPECTIONS, AND AUDITS

22 26.1 Financial Records

23 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete
24 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
25 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
26 State, and federal audits are completed, whichever is later.

27 26.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
28 internal control, and financial reporting standards in conformity with generally accepted

1 accounting principles established by the American Institute of Certified Public Accountants and
2 to the satisfaction of ADMINISTRATOR.

3 26.2 Participant Records

4 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
5 of participants served and dates and type of services provided under the terms of this Agreement
6 in a form acceptable to ADMINISTRATOR.

7 26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
8 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
9 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
10 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
11 requests and COUNTY provides written approval for the right to store the records in another
12 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
13 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
14 accordance with Subparagraph 42.2.

15 26.2.3 COUNTY may refuse payment for a claim if participant records are
16 determined by COUNTY to be incomplete or inaccurate. In the event participant records are
17 determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such
18 payment as an overpayment within the provisions of this Agreement.

19 26.3 Public Records

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

23 26.4 Inspections and Audits

24 26.4.1 The U.S. Department of Health and Human Services, Comptroller General
25 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's
26 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
27 have access to any books, documents, papers, and records, including medical records, of
28 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all

1 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate
2 the work performed or being performed under this Agreement and the premises in which it is being
3 performed.

4 26.4.2 CONTRACTOR shall make its books and records available within the
5 borders of Orange County within ten (10) days of receipt of written demand by
6 ADMINISTRATOR.

7 26.4.3 In the event CONTRACTOR does not make available its books and
8 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
9 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
10 obtain CONTRACTOR's books and records.

11 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
12 liability to the State or Federal Government or any agency thereof resulting from any
13 disallowances or other audit exceptions to the extent that such liability is attributable to
14 CONTRACTOR's failure to perform under this Agreement.

15 26.5 Evaluation Studies

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

19 27. PERSONNEL DISCLOSURE

20 27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services
21 through this Agreement, paid and unpaid, including those identified in Paragraph 11 of Exhibit A
22 (hereinafter referred to as "Personnel").

23 27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
24 Personnel providing services hereunder, including résumés and job applications. Changes to the
25 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
26 and/or job application. The list shall include:

27 27.2.1 Names and dates of birth of all Personnel by title, whose direct services are
28 required to provide the programs described herein;

1 27.2.2 A brief description of the functions of each position and the hours each
2 person works each week, or for part-time Personnel, each day or month, as appropriate;

3 27.2.3 The professional degree, if applicable, and experience required for each
4 position; and

5 27.2.4 The language skill, if applicable, for all Personnel.

6 27.3 Where authorized by law, and in a manner consistent with California Government
7 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
8 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
9 offenses. Information discovered subsequent to the hiring or promotion of any prospective
10 Personnel shall be cause for termination from the performance of services under this Agreement.

11 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
12 a clearance on the following public websites of the names and dates of birth for all Personnel who
13 will have direct, interactive contact with participants served through this Agreement: U.S.
14 Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex
15 Offender Registry (www.meganslaw.ca.gov).

16 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
17 a criminal record background check on all Personnel who will have direct, interactive contact with
18 participants served through this Agreement. Background checks conducted through the California
19 Department of Justice shall include a check of the California Central Child Abuse Index, when
20 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
21 performance of services under this Agreement.

22 27.6 CONTRACTOR shall ensure that clearances and background checks described in
23 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing
24 services under this Agreement.

25 27.7 In the event a record is revealed through the processes described in Subparagraphs
26 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
27 Personnel providing services through this Agreement.

28 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to

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

8 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
9 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
10 Personnel performing services under this Agreement, when such information becomes known to
11 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
12 provide services under this Agreement and shall provide notice of such determination to
13 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
14 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

15 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
16 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

17 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
18 from the performance of services under this Agreement. At the request of COUNTY,
19 CONTRACTOR shall immediately replace said Personnel.

20 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated
21 for cause from working on this Agreement.

22 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
23 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
24 terms and conditions of this Agreement.

25 28. EMPLOYMENT ELIGIBILITY VERIFICATION

26 As applicable, CONTRACTOR warrants that it fully complies with all federal and State
27 statutes and regulations regarding the employment of aliens and others, and that all its employees
28 performing work under this Agreement meet the citizenship or alien status requirement set forth

1 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing
2 work hereunder, all verification and other documentation of employment eligibility status required
3 by federal or State statutes and regulations including, but not limited to, the Immigration Reform
4 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may
5 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
6 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with
7 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers
8 and employees from employer sanctions and any other liability which may be assessed against
9 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or
10 State statutes or regulations pertaining to the eligibility for employment of any persons performing
11 work under this Agreement.

12 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

13 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
14 that all employees, agents, subcontractors, and all other individuals performing services under this
15 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
16 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
17 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
18 agents, subcontractors, and all other individuals performing services under this Agreement to sign
19 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
20 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
21 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
22 they now exist or as they may hereafter be amended.

23 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
24 LAW

25 CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely
26 Surrendered Baby Law, its implementation in Orange County, and where and how to safely
27 surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing
28 purposes. The information shall be posted in all reception areas where participants are served.

1 31. CONFIDENTIALITY

2 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
3 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
4 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
5 now exist or be hereafter amended.

6 31.2 All records and information concerning any and all persons referred to
7 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
8 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
9 individuals performing services under this Agreement. CONTRACTOR shall require all of its
10 employees, agents, subcontractors, and all other individuals performing services under this
11 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
12 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
13 of this Agreement.

14 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
15 other individuals performing services under this Agreement of this provision and that any person
16 violating the provisions of said California state law may be guilty of a crime.

17 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
18 to the confidentiality requirements of this Agreement.

19 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
20 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
21 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
22 hereafter be amended.

23 31.5.1 No access, disclosure, or release of information regarding a child who is the
24 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
25 in doubt, no such information shall be released without the written approval of a Judge of the
26 Juvenile Court.

27 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
28 before allowing any child to be interviewed, photographed, or recorded by any publication or

1 organization, or to appear on any radio, television, or internet broadcast or make any other public
2 appearance. Such approval shall be requested through child's Social Worker.

3 32. SECURITY

4 32.1 Security Requirements

5 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
6 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
7 confidentiality that currently exists or exists at any time during the term of this Agreement.
8 CONTRACTOR represents and warrants that it has implemented and will maintain during the
9 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
10 private and confidential participant information, to protect against anticipated threats to the
11 security or integrity of COUNTY data, and to protect against unauthorized physical or electronic
12 access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

13 32.1.1.1 Storage of confidential paper files that ensures records are
14 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

15 32.1.1.2 Control of access to physical and electronic records to ensure
16 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
17 services.

18 32.1.1.3 Control to prevent unauthorized access and to prevent
19 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

20 32.1.1.4 Firewall protection.

21 32.1.1.5 Use of encryption methods of electronic COUNTY data while
22 in transit from CONTRACTOR networks to external networks, when applicable.

23 32.1.1.6 Measures to securely store all COUNTY data, including, but not
24 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
25 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
26 CONTRACTOR further represents and warrants that it has implemented and will maintain during
27 the term of this Agreement administrative, technical, and physical safeguards and controls
28 consistent with State and federal security requirements.

1 32.2 Security Breach Notification

2 32.2.1 CONTRACTOR shall have policies and procedures in place for the
3 effective management of Security Breaches, as defined below. In the event of any actual,
4 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
5 experiences or learns of that either compromises or could reasonably be expected to comprise
6 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
7 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
8 notification, CONTRACTOR shall, at its own expense, immediately:

9 32.2.1.1 Investigate to determine the nature and extent of the Security
10 Breach.

11 32.2.1.2 Contain the incident by taking necessary action, including, but
12 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
13 security.

14 32.2.1.3 Report to COUNTY the nature of the Security Breach, the
15 COUNTY data used or disclosed, the person who made the unauthorized use or received the
16 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
17 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
18 take to prevent future similar unauthorized use or disclosure.

19 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
20 determine what actions are necessary in response to the Security Breach and who will perform
21 these actions. Actions may include, but are not limited to: notifications; investigation and
22 remediation costs, including notification of all whose personal information was disclosed; outside
23 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
24 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
25 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
26 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
27 required actions.

28 33. COPYRIGHT ACCESS

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

4 34. WAIVER

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

11 35. SERVICES DURING EMERGENCY AND/OR DISASTER

12 35.1 CONTRACTOR acknowledges that service usage may surge during or after an
13 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
14 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
15 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
16 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
17 described above may require resources or support beyond the local government's capability and
18 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
19 council, county board of supervisors, or state) and may be declared at the federal level by the
20 President of the United States.

21 35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
22 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY
23 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
24 include, but are not limited to: providing services at different location(s), assigning staff to work
25 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents
26 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and
27 prioritizing services for staff as requested by COUNTY.

28 35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared

1 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.
2 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary
3 expenditures provided during or after an emergency/disaster shall be calculated by the same rates
4 that apply during non-emergency/disaster conditions.

5 **36. PUBLICITY, LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

6 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
7 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
8 commercial advertisement, promotional purposes, announcements, displays, or press releases,
9 without COUNTY's prior written consent is expressly prohibited.

10 36.2 CONTRACTOR may develop and publish information related to this Agreement
11 where all of the following conditions are satisfied:

12 36.2.1 ADMINISTRATOR provides its written approval of the content and
13 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
14 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

15 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
16 a statement that the program, wholly or in part, is funded through County, State, and Federal
17 Government funds;

18 36.2.3 The information does not give the appearance that the COUNTY, its
19 officers, employees, or agencies endorse:

20 36.2.3.1 Any commercial product or service; and

21 36.2.3.2 Any product or service provided by CONTRACTOR, unless
22 approved in writing by ADMINISTRATOR; and

23 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
24 or other publicly available social media sites) to publish information related to this Agreement,
25 CONTRACTOR shall develop social media policies and procedures and have them available to
26 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
27 and Procedures as they pertain to any social media developed in support of the services described
28 within this Agreement. The policy is available on the Internet at

1 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

2 37. REPORTS

3 37.1 CONTRACTOR shall provide information deemed necessary by
4 ADMINISTRATOR to complete any State-required reports related to the services provided under
5 this Agreement.

6 37.2 CONTRACTOR shall maintain records and submit reports containing such data
7 and information regarding the performance of CONTRACTOR's services, costs, or other data
8 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
9 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
10 written notice to CONTRACTOR.

11 38. ENERGY EFFICIENCY STANDARDS

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

14 39. ENVIRONMENTAL PROTECTION STANDARDS

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

20 39.1 No facility to be utilized in the performance of the proposed grant has been listed
21 on the EPA List of Violating Facilities;

22 39.2 It will notify COUNTY prior to award of the receipt of any communication from
23 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
24 grant is under consideration to be listed on the EPA List of Violating Facilities; and

25 39.3 It will notify COUNTY and EPA about any known violation of the above laws and
26 regulations.

27 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
28 CERTAIN FEDERAL TRANSACTIONS

1 40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
2 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
3 by the Office of Management and Budget (OMB) and published in the Federal Register dated
4 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
5 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
6 contain, and CONTRACTOR must certify compliance utilizing a form provided by
7 ADMINISTRATOR that cites the following:

8 40.1.1 The definitions and prohibitions contained in the clause at Federal
9 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
10 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
11 B of this certification.

12 40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
13 knowledge and belief as of December 23, 1989, that

14 40.1.2.1 No federal appropriated funds have been paid or will be paid to
15 any person for influencing or attempting to influence an officer or employee of any agency, a
16 Member of Congress, an officer or employee of Congress, or an employee of a Member of
17 Congress on his or her behalf in connection with the awarding of any federal contract, the making
18 of any federal grant, the making of any federal loan, the entering into of any cooperative
19 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
20 contract, grant, loan or cooperative agreement;

21 40.1.2.2 If any funds other than federal appropriated funds (including
22 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
23 person for influencing or attempting to influence an officer or employee of any agency, a Member
24 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
25 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
26 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
27 and

28 40.1.2.3 He or she will include the language of this certification in all

1 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
2 \$100,000 shall certify and disclose accordingly.

3 40.1.3 Submission of this certification and disclosure is a prerequisite for making
4 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
5 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
6 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
7 and not more than \$100,000, for each such failure.

8 41. POLITICAL ACTIVITY

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

12 42. TERMINATION PROVISIONS

13 42.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
14 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
15 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
16 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
17 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
18 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
19 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
20 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
21 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

22 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
23 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
24 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
25 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
26 parties. During the Transition Period, service and data access shall continue to be made available
27 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
28 transitioning all data in the format determined by COUNTY.

1 42.3 In the event of termination of this Agreement, cessation of business by
2 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
3 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
4 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
5 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
6 Agreement.

7 42.4 The obligations of COUNTY under this Agreement are contingent upon the
8 availability of federal and/or State funds, as applicable, for the reimbursement of
9 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
10 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
11 remains in effect or operation. In the event that such funding is terminated or reduced,
12 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
13 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
14 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
15 notification of such determination. CONTRACTOR shall immediately comply with
16 ADMINISTRATOR's decision.

17 42.5 If any term, covenant, condition, or provision of this Agreement or the application
18 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
19 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
20 thereby.

21 43. GOVERNING LAW AND VENUE

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

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

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

10 Dated: 12/13/2019 Dated: _____

11
12
13 SIGNED AND CERTIFIED THAT A COPY OF THIS
14 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
15 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
16 ATTEST:

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

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

25 By: Candyn S. Frost
26 DEPUTY

27 Dated: 12/12/19
28

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CHILDREN'S HOME SOCIETY OF CALIFORNIA
8 FOR THE PROVISION OF
9 BRIDGE PROGRAM EMERGENCY CHILD CARE VOUCHER SERVICES
10

11 1. POPULATION TO BE SERVED

12 CONTRACTOR shall provide Bridge Program Emergency Child Care Voucher (Bridge
13 Voucher) services to Resource Families and families that have a child placed with them for an
14 emergency or compelling reason, referred to CONTRACTOR by Social Services Agency (SSA).
15 The population to be served as defined in this Paragraph shall hereinafter be referred to as
16 "PARTICIPANTS" and will typically include caregivers with foster children ages birth to twelve
17 (0 - 12) years and children and youth with exceptional needs and/or severely disabled ages birth
18 to twenty-one (0 - 21) years, who are dependents of the Orange County Juvenile Court and placed
19 in out-of-home care. The target population is comprised of culturally diverse families who meet
20 one (1) or more of the following criteria:

21 1.1 Resource Families and families that have a child placed with them in an emergency
22 for a compelling reason defined in Subparagraph 2.3 of this Exhibit;

23 1.2 Children placed, or at risk of being placed, in licensed out of home care or certified
24 family homes including Foster Family Agencies (FFA);

25 1.3 Children placed, or at risk of being placed in approved homes of relatives or Non-
26 Relative Extended Family Members (NREFM)s;

27 1.4 Parenting foster youth and non-minor dependents (NMDs);

28 1.5 Foster children ages birth through twelve (0 - 12) years;

1 1.6 Foster children with exceptional needs and/or severely disabled children ages birth
2 through twenty-one (0 - 21) years. Exceptional needs is defined as infants and toddlers under
3 three (3) years of age who have been determined to be eligible for early intervention services, as
4 well as children three (3) to twenty-one (21) years of age who have been determined to be eligible
5 for special education and related services by an individualized education program in accordance
6 to Subparagraph 2.6; and

7 1.7 Families referred by SSA.

8 2. DEFINITIONS

9 2.1 Approved Relative Homes: Refers to those homes that are approved as a Resource
10 Family Approved (RFA) home and may include the home of a child's relative or a NREFMs. This
11 may also include an approved relative/NREFM home eligible for conversion to a RFA home.

12 2.2 Certified Family Homes (CFH): Formerly referred to as Resource Family who are
13 certified for foster child placement by a FFA to provide care for six (6) or fewer foster children in
14 their own home. The home may include the CFH's children and/or other family members. The
15 home may be owned or rented by the CFH. Placements may be made by a public or private child
16 placement agency, court ordered, or voluntary placement by a parent(s) or guardian. FFAs are
17 currently converting CFHs to resource family homes.

18 2.3 Compelling Reason: The decision to place a child with a family who is in the
19 Resource Family application process, but not yet approved, when it is in the best interest of a child
20 to maintain the child's family-like connection(s).

21 2.4 Declaration of Exemption from TrustLine Registration and Health and Safety Self-
22 Certification form: State of California Health and Human Services Agency form to be completed
23 by aunt, uncle, or grandparent who is providing child care. These relatives are not required to be
24 licensed or TrustLine registered to receive State Child Care reimbursements.
25 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/CCP1.PDF>.

26 2.5 Emergency Placement: Placement of a child or NMD with a relative or NREFM
27 prior to approval as a Resource Family.

28 2.6 Exceptional Needs: Exceptional needs are defined as follows:

1 2.6.1 Infants and toddlers under three (3) years of age who have been determined
2 to be eligible for early intervention services pursuant to the California Early Intervention Services
3 Act. These children may include an infant or toddler with a developmental delay or an established
4 risk condition, or who is at-risk of having a developmental disability. These children shall have
5 active individualized family service plans, be receiving early intervention services, and require the
6 special attention of adults in a child care setting.

7 2.6.2 Children three (3) to twenty-one (21) years of age, who have been
8 determined to be eligible for special education and related services by an individualized education
9 program team according to the special education requirements as pursuant to the California
10 Government Code, and who meet eligibility criteria described in the California Code of
11 Regulations. These children shall have an active individualized education program, be receiving
12 early intervention services, be receiving the appropriate special education and related services, and
13 require the special attention of adults in a child care setting. These include children with
14 intellectual disabilities, hearing impairments (including deafness), speech or language
15 impairments, visual impairments (including blindness), serious emotional disturbance (also
16 referred to as emotional disturbance), orthopedic impairments, autism, traumatic brain injury, other
17 health impairments, or specific learning disabilities, who need special education and related
18 services.

19
20 2.7 Expectant and Parenting Youth/Young Adult: A minor or NMD that is expecting
21 a child, or is parenting a child that may be in his/her custody, in the custody of the other parent, or
22 in foster care placement.

23 2.8 Foster Care Children: Children ages birth through twelve (0 - 12) years who are
24 declared dependents of the Orange County Juvenile Court.

25 2.9 Foster Family Agency (FFA): Any organization engaged in the recruiting,
26 certifying, and training of, and providing professional support to, Resource Parents, or in finding
27 homes for placement of children for temporary or permanent care who require a level of care as
28 an alternative to a Short-Term Residential Therapeutic Program (STRTP).

1 2.10 Health and Safety Self-Certification form (Form CCP4): State of California Health
2 and Human Services Agency form currently required to be completed by a license exempt child
3 care provider (family, friend, or neighbor) who is serving a family that receives subsidized child
4 care services. <http://www.cdss.ca.gov/cdssweb/entres/forms/English/CCP4.PDF>.

5 2.11 Licensed Foster Family Homes (FFH): A home where a county or State licensed
6 resource family provides care for six (6) or fewer foster children (or up to eight (8) children if they
7 are a sibling group) in their own home. The home may include their children and/or family
8 members and be a home which is owned or rented. The placement may be by a public or private
9 child placement agency, court ordered, or voluntary placement by parent(s) or guardian.

10 2.12 Non-minor Dependent (NMD): A young adult who has an order for foster care
11 placement on his/her 18th birthday and meets the following requirements: voluntarily chooses to
12 continue under the jurisdiction of the juvenile court as a dependent, agrees to live in an approved
13 or licensed placement, meets monthly with his/her social worker, and participates in six-month
14 review hearings. In addition, the young adult meets one (1) of the following participation
15 conditions: will be completing high school or equivalent program, is enrolled in college or
16 vocational program at least half-time, is participating in a program or activity designed to remove
17 barriers to employment, is employed at least eighty (80) hours a month, or is unable to do one of
18 these because of a documented medical condition. NMDs can remain in foster care up to their
19 twenty-first (21st) birthday. Most NMDs receive Supportive Transition services to live
20 independently.

21 2.13 Non-Relative Extended Family Member (NREFM): An adult caregiver who has an
22 established familial relationship with a relative of the child, as defined in the WIC § 361.3(c)(2):

23 2.13.1 Relative refers to an adult who is related to the child by blood, adoption, or
24 affinity within the fifth degree of kinship, including stepparents, stepsiblings, and all relatives
25 whose status is preceded by the words 'great,' 'great-great,' or 'grand,' or the spouse of any of
26 these persons even if the marriage was terminated by death or dissolution; and

27 2.13.2 A familial or mentoring relationship with the child.

28 2.14 Regional Market Rate (RMR): Reimbursement ceiling for subsidized child care.

1 <http://www3.cde.ca.gov/rcsc/index.aspx>.

2 2.15 Resource Development and Management (RDM): A unit within the CFS Division
3 of SSA responsible for coordinating referrals in conjunction with PARTICIPANT's assigned Social
4 Worker.

5 2.16 Resource Family: An individual or couple that a county or FFA determines to have
6 successfully met the application and assessment criteria necessary for providing care for a child or
7 NMD who is under the jurisdiction of the Juvenile Court, or otherwise in the care of a county child
8 welfare agency or probation department.

9 2.17 Resource Family Application: A single unified process for approving individuals
10 and families for foster care, legal guardianship, and adoption. The new streamlined process,
11 termed RFA, replaces the previous multiple processes for licensing or certifying foster family
12 homes, approving relatives, NREFMs, legal guardians, and adoptive applicants, as defined in the
13 WIC § 16519.5.

14 2.18 Short-Term Residential Therapeutic Program (STRTP): A residential facility
15 operated by a public agency or private organization and licensed by Community Care Licensing
16 Division (CCLD), a department of CDSS, pursuant to Health and Safety Code Section 1562.01
17 that provides an integrated program of specialized and intensive care and supervision, services and
18 supports, treatment, and short-term twenty-four (24) hour care and supervision to foster children.

19 2.19 TrustLine Registry (TrustLine): An online data registry that utilizes the California
20 Criminal History System administered by the California Department of Justice (DOJ) to check
21 fingerprints of applicants. TrustLine cross references California's Child Abuse Central Index for
22 substantiated child abuse reports as well as examines the Federal Bureau of Investigation's
23 criminal history records. The California DOJ ensures continued updates on the eligibility status
24 of a registrant.

25 3. GOALS, STRATEGIES, AND OUTCOMES OBJECTIVES

26 CONTRACTOR shall:

27 3.1.1 Develop and implement an individual plan for long-term child care that is
28 appropriate to the child's age and need for one-hundred percent (100%) of all referred

1 PARTICIPANTS.

2 3.1.2 Ensure a minimum of seventy-five percent (75%) of referred
3 PARTICIPANTS secure a Bridge Voucher and authorized childcare within ten (10) business days
4 from the initial referral.

5 3.1.3 Encourage one-hundred percent (100%) of child care providers to submit
6 invoices for payment by the 10th calendar day of the month for the prior month of service.

7 3.1.4 Provide training and/or follow up to one-hundred percent (100%) of child
8 care provider(s) who need assistance with submitting invoices or those who submit late invoices.

9 3.1.5 Issue payment to one-hundred percent (100%) of child care providers no
10 later than twenty-one (21) business days following the receipt of an accurate and complete invoice
11 for services rendered in the prior month(s).

12 3.1.6 Enter required program data including data necessary to complete all State
13 required reports (e.g., Emergency Child Care Bridge Program for Foster Children Report referred
14 to as the "CCB 18"), and submit to ADMINISTRATOR by the tenth (10th) calendar day of the
15 month for the prior month of service.

16 4. HOURS OF OPERATION

17 4.1 CONTRACTOR shall provide services during hours that are responsive to the
18 needs of the target population(s) as determined by ADMINISTRATOR. At a minimum,
19 CONTRACTOR shall provide services Monday through Friday, from 8:30 a.m. to 5:00 p.m.,
20 except COUNTY holidays as established by the Orange County Board of Supervisors. However,
21 CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

22 4.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule
23 which is as follows: New Year's Day, Martin Luther King, Jr. Day, President Lincoln's Birthday,
24 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
25 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall
26 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's
27 holiday schedule and the hours listed in Subparagraph 4.1 of this Exhibit A. Any unauthorized
28 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall

1 not be reimbursed.

2 5. SERVICES

3 CONTRACTOR shall:

4 5.1 Collaborate with SSA's Children and Family Services (CFS) Division and assist
5 eligible PARTICIPANTS to receive a time-limited child care voucher or payment to pay for child
6 care costs as prioritized by SSA and approved by the State.

7 5.2 Accept referrals from SSA via secure method of communication for a client
8 requesting child care payment or vouchers.

9 5.3 Open a case for each referral, process payments, and complete required child care
10 application for PARTICIPANTS.

11 5.4 Establish a referral process responsive to the needs of PARTICIPANTS.

12 5.5 Assist with transitioning eligible children into long-term, State, and/or federally
13 subsidized child care programs.

14 5.6 Track and manage all vouchers distributed and ensure payments are in accordance
15 with the most current RMR ceilings for subsidized child care payment rates.

16 5.7 Collaborate with SSA to obtain long-term subsidized child care.

17 5.8 Provide case management in support of PARTICIPANTS' child care needs, record
18 maintenance, processing of all direct child care payments to child care providers, required
19 accounting, data collection and reporting, processing notices of action, managing TrustLine
20 Registry applications and related requirements for licensed and license-exempt child care
21 providers, and other duties necessary to administer the program, including the approval of licensed
22 providers for services, as applicable.

23 5.9 Verify the child care provider's status as licensed or license-exempt once the family
24 has selected a child care provider (herein after referred to as provider). License-exempt shall be
25 defined as a provider who is not required to be licensed but is required to be registered with
26 TrustLine in accordance with California Health and Safety Code, Division 2, Chapter 3.35, Child
27 Care Provider Registration. Grandparents, aunts, and uncles of the child are not required to be
28 registered with TrustLine. For all other license-exempt providers, CONTRACTOR shall:

1 5.9.1 Inform each license-exempt non-relative provider of the requirement to
2 apply for TrustLine registration through the application and fingerprint process. CONTRACTOR
3 shall only reimburse for childcare expenses to a license-exempt provider who has successfully
4 registered and is cleared with TrustLine.

5 5.9.2 Require each license-exempt provider to complete State required forms
6 (e.g., CCP4 form). Each license-exempt provider must meet the Health and Safety Self-
7 Certification requirements to be eligible for payment reimbursement for child care services from
8 CONTRACTOR.

9 5.9.3 Require each license-exempt provider who is not required to be registered
10 with TrustLine to complete a Declaration of Exemption from TrustLine Registration and Health
11 and Safety Self-Certification form to be eligible for payment from CONTRACTOR.

12 5.10 Provide Bridge Voucher services up to six (6) months, or until the child is
13 successfully transitioned into long-term, subsidized child care.

14 5.10.1 Eligibility for continued Bridge Voucher services may be extended for an
15 additional six (6) months, but not exceed twelve (12) months, at the COUNTY's discretion, if the
16 family is unable to secure long-term, subsidized child care during the initial six (6) month period.

17 5.10.2 CONTRACTOR shall seek advance written approval if an extension of
18 Bridge Voucher services is requested on or before the first (1st) day of the fifth (5th) month of
19 service.

20 5.10.3 CONTRACTOR shall terminate Bridge Voucher services if the family
21 secures a subsidized long-term child care placement prior to the completion of the initial six (6)
22 month period (or twelve (12) month period, as applicable).

23 5.11 Submit invoices to ADMINISTRATOR by the 20th of each month for the prior
24 month of services.

25 5.12 CONTRACTOR Requirements

26 CONTRACTOR shall:

27 5.12.1 Maintain current registration as an Alternative Payment Program as
28 established by California Department of Education.

1 5.12.2 Ensure collaboration and communication with ADMINISTRATOR to share
2 information, identify priorities, and implement the Bridge Voucher services.

3 5.12.3 Develop interagency communication and collaboration with COUNTY's
4 contracted Child Care Resource and Referral (R&) agency to provide child care navigator services
5 to PARTICIPANTS receiving Bridge Voucher services.

6 5.12.4 Ensure Bridge Voucher services provided align with established priorities
7 and program parameters to achieve program goals. Distribute voucher payments directly to child
8 care providers.

9 5.12.5 Ensure voucher payments are commensurate with the RMR ceiling payment
10 rates.

11 5.12.6 Publicize services through available media sources, agencies, and other
12 methods, including, but not limited to, brochures and marketing materials provided at trainings
13 and meetings.

14 5.12.7 Maximize funding from local, State, and federal sources.

15 5.12.8 Collect and submit to COUNTY monthly data and outcomes as required by
16 CDSS, currently using the CCB 18 report.

17 5.13 Staff Training

18 5.13.1 CONTRACTOR shall be responsible for ensuring staff complete required
19 trainings to ensure service delivery.

20 5.13.2 CONTRACTOR shall be responsible for ensuring staff complete SSA
21 presented or sponsored training(s). Training topics may be provided in person or electronically.

22 5.13.3 COUNTY reserves the right to approve training topics that are eligible for
23 reimbursement.

24 6. FACILITIES

25 Administrative services under this Agreement shall be provided at:

26 333 South Anita Dr., Suite 350

27 Orange, CA 92868

28 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the

1 facility(ies) and location(s) where services shall be provided without changing COUNTY's
2 maximum obligation.

3 **7. REPORTS**

4 CONTRACTOR shall prepare and submit to ADMINISTRATOR written reports,
5 including, but not limited to:

6 7.1 Submission of various reports, including, but not limited to, financial reports,
7 monthly progress reports, a year-end final report, reporting into the County database, as applicable,
8 and reporting the CCB 18. Progress reports will be based on reported monthly statistics and will
9 reflect progress made toward identified performance objectives and measures. The year-end report
10 shall summarize the results of efforts made to achieve performance objectives, and outcome
11 measures, and reflect successes and barriers experienced in the provision of services.

12 7.2 Provide required monthly data and achieve outcomes to demonstrate the program
13 is meeting intended results. CONTRACTOR shall submit data and outcomes using a COUNTY
14 provided data tracker and CCB 18. The CCB 18 report includes data on Bridge Voucher eligibility
15 and enrollment, type of voucher placements and child care settings, the length of time receiving
16 voucher, and transition information.

17 7.3 Provide the completed CCB 18 report by the tenth (10th) calendar day of the month
18 for the prior month of service (e.g., January's report is due February 10th). The CCB 18 report,
19 including instructions and validations, may be downloaded from the Data Systems and Survey
20 Design Bureau website at [http://www.cdss.ca.gov/inforesources/Research-and-Data/Report-
21 Form-and-Instructions](http://www.cdss.ca.gov/inforesources/Research-and-Data/Report-Form-and-Instructions).

22 7.4 Submit a Monthly Statistical Report, by the tenth (10th) calendar day of the month
23 for the prior month of service, on the number of clients served during the prior month. Each
24 Monthly Statistical Report shall include, but not be limited to, the following data for each client.

25 7.4.1 Number of monthly and year-to-date referrals from COUNTY;

26 7.4.2 Calculated difference in population served compared to previous month;

27 7.4.3 Number of referred PARTICIPANTS in the report period;

28 7.4.4 Average length of time to process and issue vouchers to eligible

1 PARTICIPANTS for the reporting period;

2 7.4.5 Type of child care setting selected;

3 7.4.6 Number and average duration of vouchers disbursed;

4 7.4.7 Length of time (or number of months) child received vouchers;

5 7.4.8 Number of children enrolled in Bridge Voucher;

6 7.4.9 Number of children enrolled in non-Bridge subsidized child care;

7 7.4.10 Number of children transitioning or terminating from Bridge Voucher to
8 non-Bridge subsidized care;

9 7.4.11 Length of time to transition from Bridge Voucher to non-Bridge subsidized
10 care;

11 7.4.12 Number of child programs and child care providers served;

12 7.4.13 Other funding and sources used to support/supplement the program, as
13 applicable;

14 7.4.14 Ages of children receiving child care;

15 7.4.15 Reason(s) for child care (e.g., emergency, exceptional needs, compelling,
16 or severely disabled, etc.); and

17 7.5 Any additional information regarding the program's progress shall be prepared in
18 a format approved by ADMINISTRATOR. ADMINISTRATOR may add, delete, waive or
19 otherwise modify individual reporting requirements as stated in this Paragraph.

20 8. UTILIZATION REVIEW

21 8.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at a minimum,
22 semi-annually to review and evaluate a random selection of family case records. The review may
23 include, but is not limited to, an evaluation of the necessity and appropriateness of services
24 provided and length of services. Family cases to be reviewed shall be randomly selected by
25 ADMINISTRATOR and may include both open and closed cases.

26 8.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's
27 facility referenced in Paragraph 6 of this Exhibit A, with date and time determined at
28 ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback

1 regarding the UR findings. CONTRACTOR shall comply with UR findings and take corrective
2 action accordingly.

3 8.3 In the event CONTRACTOR, ADMINISTRATOR, including CFS representatives,
4 and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the
5 necessity and appropriateness of services and length of services, the dispute shall be submitted to
6 COUNTY's Director of Children and Family Services for final resolution. Nothing in this
7 Subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Agreement.

8 9. MEETINGS

9 CONTRACTOR shall attend meetings as requested or required by ADMINISTRATOR.

10 10. BUDGET

11 10.1 The budget for services provided pursuant to Exhibit A of this Agreement for the
12 period of February 1, 2020, through June 30, 2020, is set forth as follows:

	<u>Position</u>		<u>Maximum</u>	<u>Annual</u>
<u>Salaries</u>	<u>Type</u> ⁽¹⁾	<u>FTEs</u> ⁽²⁾	<u>Hourly Rate</u> ⁽³⁾	<u>Budget</u>
<u>STAFFING</u>				
Accounting Specialist	D	1.00	\$21.22	\$17,507
Accounting Supervisor	D	0.20	29.68	4,898
Program Specialist	D	1.00	22.47	18,538
Program Manager	D	0.20	32.00	5,280
Director of Program Operations	A	0.03	46.16	<u>\$1,142</u>
Staffing Subtotal				\$47,365
EMPLOYEE BENEFITS ⁽⁴⁾ (60%)				<u>28,418</u>
TOTAL STAFFING & BENEFITS				\$75,784
<u>SERVICES AND SUPPLIES</u>				
Provider Payments				\$477,405
Office Expense				1,217
Telephone				325
Mileage ⁽⁵⁾				405
Licenses and Software				<u>174</u>
SUBTOTAL SERVICES AND SUPPLIES				\$479,526
OPERATING EXPENSES ⁽⁶⁾				<u>4,744</u>
TOTAL SERVICES, SUPPLIES AND OPERATING EXPENSES				\$484,270
SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, AND OPERATING EXPENSES				\$560,053

1	Program Manager	D	0.20	32.00	12,480
	Director of Program Operations	A	0.03	46.16	<u>2,700</u>
2	Staffing Subtotal				\$111,952
3	EMPLOYEE BENEFITS ⁽⁴⁾ (60%)				<u>67,171</u>
4	TOTAL STAFFING & BENEFITS				\$179,123
	<u>SERVICES AND SUPPLIES</u>				
5	Provider Payments				\$1,607,279
6	Office Expense				3,590
7	Telephone				957
8	Mileage ⁽⁵⁾				1,197
	Licenses and Software				<u>513</u>
9	SUBTOTAL SERVICES AND SUPPLIES				\$1,613,536
	OPERATING EXPENSES ⁽⁶⁾				<u>10,578</u>
10	TOTAL SERVICES, SUPPLIES AND OPERATING EXPENSES				\$1,624,114
11	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, AND OPERATING EXPENSES				\$1,803,237
12	INDIRECT COSTS (7%) ⁽⁷⁾				125,486
13	TOTAL LINE ITEM BUDGET FOR YEAR 3				\$1,928,723

(1) Position Types are classified as "D" for Direct or "A" for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.

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

(3) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

(4) Employee Benefits include medical insurance contributions; contributions to 401k or retirement plans; life insurance; long or short-term disability insurance; payroll taxes and Workers' Compensation Tax, based on the currently prevailing rates. The overall benefit rate shall not

1 exceed sixty percent (60%) of the actual salary expense claimed.

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

3 (6) Operating Expenses shall include facility lease and rental expenses. CONTRACTOR
4 shall obtain advance written approval for other expenses from ADMINISTRATOR.

5 (7) Indirect cost includes administrative cost not directly charged to the program including
6 those costs not solely related to direct services to participants, supervision and program costs (e.g.,
7 executive director oversight, technology services, accounting, payroll, etc.) shall be held to no
8 more than seven percent (7%) of total gross program costs. In the event the rate is reduced, the
9 reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly.
10 CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.

11 10.4 Expenses for extra pay, including, but not limited to, overtime, stipends, bonuses,
12 staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement
13 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an
14 exception and may be approved, on a case-by-case basis, at the sole discretion of
15 ADMINISTRATOR.

16 10.5 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
17 notice, to add, delete, or modify line items and/or amounts and/or the number and type of FTE
18 positions without changing COUNTY's maximum obligation as stated in Subparagraph 20.1 of
19 this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in
20 accordance with Subparagraph 42 of this Agreement, in the event ADMINISTRATOR reduces the
21 maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR
22 may mutually agree in writing to proportionately reduce the service goals as set forth in this
23 Exhibit.

24 11. STAFF

25 CONTRACTOR shall ensure staff meet the following minimum requirements:

26 11.1 Ability to speak, read, and write in English, with the ability to prepare clear,
27 complete, and concise written and verbal reports in English.

28 11.2 Direct service bilingual staff are culturally responsive based on the community

1 need, including the number of direct service bilingual staff.

2 11.3 Bilingual staff shall speak, read, and write in the specified language(s) (i.e., Spanish
3 or Vietnamese) with the ability to translate written material in the specified language(s).

4 11.4 Child care providers are available during CONTRACTOR's hours of operation.

5 11.5 Staff exhibit excellent communication and customer service skills.

6 CONTRACTOR shall provide the following described staff positions:

7 11.6 Accounting Specialist

8 Duties

9 Under direct supervision of CONTRACTOR's Accounting Supervisor, Accounting
10 Specialist shall:

11 11.6.1 Track, manage, and process all vouchers distributed and ensure payments
12 are in accordance with the RMR ceilings for subsidized child care payment rates.

13 11.6.2 Provide data on Bridge Voucher payments to staff for monthly or annual
14 contract reporting purposes.

15 11.6.3 Maintain records and related accounting files.

16 11.6.4 Perform clerical duties such as filing, typing, data entry, copying, and
17 scanning documents.

18 11.6.5 Adhere to CONTRACTOR's policies and procedures, and as applicable
19 contractual and governmental regulations.

20 Qualifications

21 11.6.6 High school diploma or equivalent. An Associate's degree in Accounting
22 or related field is preferred.

23 11.6.7 Three (3) years of accounting or financial record keeping experience
24 including data reporting, spreadsheets, clerical support, and office equipment.

25 11.6.8 Excellent Microsoft Office (Word, Excel, Outlook, PowerPoint, Access)
26 skills.

27 11.7 Accounting Supervisor

28 Duties

1 Under the direct supervision of CONTRACTOR's Director of Quality Assurance
2 and Special Projects, Accounting Supervisor shall:

3 11.7.1 Supervise Accounting Specialist.

4 11.7.2 Review reimbursements for accuracy and respond to requests from child
5 care providers.

6 11.7.3 Review, verify, and approve Bridge Voucher payments.

7 11.7.4 Perform account reconciliation.

8 11.7.5 Manage and supervise month-end and year-end closing.

9 Qualifications

10 11.7.6 Bachelors' degree in Accounting or related field, and two (2) years' of
11 experience in the accounting or related field. A Masters' degree in Accounting or related field, is
12 preferred.

13 11.7.7 Excellent Microsoft Office (Word, Excel, Outlook, PowerPoint, Access)
14 skills.

15 11.8 Program Specialist

16 Duties

17 Under the direct supervision of CONTRACTOR's Program Manager, Program
18 Specialist shall:

19 11.8.1 Assist eligible PARTICIPANTS to access emergency child care.

20 11.8.2 Provide case management in support of client's child care needs, complete
21 child care applications, and process notices of action.

22 11.8.3 Verify child care provider's status as licensed or license-exempt, and
23 manage TrustLine Registry applications for license-exempt child care providers.

24 11.8.4 Collaborate with SSA and Bridge Program R&R staff to obtain long-term
25 subsidized child care for PARTICIPANTS within six (6) months of referral.

26 11.8.5 Maintain ongoing referral documentation and case records.

27 11.8.6 Maintain and update the resource list of child care providers on a quarterly
28 basis.

1 11.8.7 Connect PARTICIPANTS with licensed and license-exempt child care
2 providers.

3 11.8.8 Assist PARTICIPANTS with applying for subsidized child care assistance.

4 11.8.9 Provide a responsive referral process that meets the needs of the
5 PARTICIPANTS.

6 11.8.10 Collaborate with PARTICIPANTS to develop a plan for long-term child
7 care, provide information about available child care options, application requirements, and
8 available resources.

9 11.8.11 Complete State required monthly reports (e.g., CCB 18 report), and submit
10 to SSA CFS Program Manager for review.

11 11.8.12 Represent CHS at designated community outreach events to inform
12 professionals, providers, and PARTICIPANTS about services.

13 11.8.13 Maintain all records and within record protection, retention, and
14 destruction guidelines.

15 11.8.14 Adhere to CONTRACTOR's policies and procedures, as well as applicable
16 contractual and governmental regulations.

17 11.8.15 Perform other duties and responsibilities as assigned.

18 Qualifications

19 11.8.16 Bachelor's degree in Child Development, Human Development or related
20 field is required, and five (5) years' of experience in a related field is preferred.

21 11.8.17 Knowledge of child development programs available in the community.

22 11.8.18 Demonstrated knowledge and application of developmentally appropriate
23 practices and trauma-informed training in early childhood programs is preferred.

24 11.8.19 Prior non-profit experience is preferred.

25 11.8.20 Knowledge of California Code of Regulations (CCR) Titles Five (5) and
26 Twenty-Two (22) is preferred.

27 11.8.21 Commitment to CHS's core mission and values, and an ability to model
28 those values in relationships with colleagues and partners.

1 11.8.22 Ability to communicate effectively, respectively, and transparently with all
2 levels of staff.

3 11.8.23 Excellent organizational skills and the ability to manage multiple projects
4 to meet deadlines.

5 11.8.24 Bilingual skills in a language that is responsive to the community needs, is
6 preferred.

7 11.8.25 Excellent Microsoft (Word, Excel, Outlook, PowerPoint, Access) skills.

8 11.8.26 Possess a valid California driver's license and proof of automobile
9 insurance.

10 11.9 Program Manager

11 Duties

12 Under the direct supervision of CONTRACTOR's Program Administrator III,
13 Program Manager shall:

14 11.9.1 Provide supervision of Program Specialist(s) in the delivery of Voucher and
15 Case Management services to eligible PARTICIPANTS.

16 11.9.2 Monitor quality assurance and ensure contract compliance and performance
17 relative to goals and objectives.

18 11.9.3 Review and submit monthly program reporting data and compile year-end
19 reports.

20 11.9.4 Attend regular meetings with the Program Administrator III to review
21 outcomes and address issues.

22 Qualifications

23 11.9.5 Bachelors' degree and a minimum of five (5) years' of experience in the
24 human services, or related field, is required.

25 11.9.6 Child Development Permit desired.

26 11.9.7 Excellent communication skills.

27 11.9.8 Demonstrate knowledge of California Code of Regulations (CCR) Titles
28 Five (5) and Twenty-Two (22), is preferred.

1 11.9.9 Demonstrate knowledge of local community resources.

2 11.9.10 Commitment to CHS's core mission and values, and an ability to model
3 those values in relationships with colleagues and partners.

4 11.9.11 Ability to communicate effectively, respectively, and transparently with all
5 levels of staff.

6 11.10 Director of Program Operations

7 Duties

8 11.10.1 Provide oversight of all Bridge Voucher child care provider payments.

9 11.10.2 Supervision of the Accounting Supervisor(s).

10 11.10.3 Oversight of quality assurance and quality control.

11 11.10.4 Oversight of development and implementation for staff training initiatives.

12 Qualifications

13 11.10.5 Bachelors' degree and a minimum of five (5) years' of experience in the
14 human services, or related field, is required. A Masters' degree is preferred.

15 11.10.6 Demonstrate experience in direct service and supervision of program
16 management within the scope of early childhood learning and education programs.

17 11.10.7 Excellent communication skills.

18 11.10.8 Demonstrate knowledge of California Code of Regulations (CCR) Titles
19 Five (5) and Twenty-Two (22), is preferred.

20 11.10.9 Commitment to CHS's core mission and values, and an ability to model
21 those values in relationships with colleagues and partners.

22 11.10.10 Ability to communicate effectively, respectively, and transparently
23 with all levels.

24 11.10.11 Excellent organizational skills and the ability to manage multiple
25 projects to meet deadlines.

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