

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
FOR THE PRODUCTION AND DISTRIBUTION OF THE ~~21st~~ 24TH THROUGH ~~23rd~~ 26th ANNUAL
REPORTS ON
THE CONDITIONS OF CHILDREN IN ORANGE COUNTY

This AGREEMENT, entered into this 1st day of ~~April 2015~~ March 2018, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY, a public legal entity established pursuant to Health & Safety Code Section 130140.1 (a) (1), 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 the production and distribution of the ~~21st~~ 24th through ~~23rd~~ 26th Annual Reports on the Conditions of Children in Orange County (Annual Report); and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

///

///

TABLE OF CONTENTS

1.	TERM	4
2.	ALTERATION OF TERMS	4
3.	STATUS OF CONTRACTOR	4
4.	DESCRIPTION OF SERVICES, STAFFING	5
5.	LICENSES AND STANDARDS	5
6.	DELEGATION AND ASSIGNMENT/SUBCONTRACTS	6
7.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE	8
8.	NON-DISCRIMINATION	10
9.	NOTICES	13
10.	NOTICE OF DELAYS	14
11.	INDEMNIFICATION	14
12.	INSURANCE	15
13.	NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS	20
14.	CONFLICT OF INTEREST	21
15.	ANTI-PROSELYTISM PROVISION	21
16.	SUPPLANTING GOVERNMENT FUNDS	21
17.	EQUIPMENT	22
18.	BREACH SANCTIONS	23
19.	PAYMENTS	24
20.	OVERPAYMENTS	26
21.	OUTSTANDING DEBT	26
22.	FINAL REPORT	27
23.	INDEPENDENT AUDIT	27
24.	RECORDS, INSPECTIONS AND AUDITS	27
25.	PERSONNEL DISCLOSURE	29
26.	EMPLOYMENT ELIGIBILITY VERIFICATION	32
27.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	32
28.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	33
29.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	33
30.	CONFIDENTIALITY	34
31.	SECURITY	35
32.	COPYRIGHT ACCESS	37
33.	WAIVER	37
34.	PETTY CASH	37
35.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA	37
36.	COUNTY RESPONSIBILITIES	39
37.	REPORTS	39
38.	ENERGY EFFICIENCY STANDARDS	39
39.	ENVIRONMENTAL PROTECTION STANDARDS	39
40.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	40
41.	POLITICAL ACTIVITY	41
42.	TERMINATION PROVISIONS	42
43.	GOVERNING LAW AND VENUE	43
44.	SIGNATURE IN COUNTERPARTS	44

Exhibit A

1.	PRIMARY PURPOSE	1
2.	DEFINITIONS	1
3.	SERVICES	2
4.	HOURS OF OPERATION	11
5.	GOALS, STRATEGIES and OUTCOMES OBJECTIVE	11
6.	REPORTING REQUIREMENTS	12
7.	FACILITIES REQUIREMENTS	12
8.	BUDGET	12
9.	SUBCONTRACTOR POSITIONS/SERVICES	14

1. TERM

The term of this Agreement shall commence on ~~April 1, 2015~~ March 1, 2018, and terminate on February 28, ~~2018~~ 2021, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

4. DESCRIPTION OF SERVICES, STAFFING

4.1 CONTRACTOR agrees to provide those services, facilities, equipment and supplies as described in the Exhibit "A" to the Agreement between County of Orange and Children and Families Commission of Orange County, for the Production and Distribution of the ~~21st~~ 24th through ~~23rd~~ 26th Annual Reports on the Conditions of Children in Orange County, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.

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

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

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior.

5.2 In the performance of this Agreement, CONTRACTOR shall comply, ~~unless waived in whole or in part by ADMINISTRATOR,~~ with all applicable provisions of the California Welfare and Institutions Code (WIC); ~~Title 45 of~~

~~the Code of Federal Regulations (CFR); Federal Office of Management and Budget (OMB) Circulars A 21, A 122, and A 87; implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, and County of Orange Social Services Agency,~~ and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereafter amended.

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

6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

6.1 Delegation and Assignment:

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

6.2 Subcontracts:

It is mutually understood that CONTRACTOR intends to provide services as required in this Agreement through direct service or subcontracts with established community resources. In no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All

subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

6.2.1 Subcontracts of \$25,000 or less:

CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be twenty-five thousand dollars (\$25,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

6.2.2 Subcontracts in excess of \$25,000:

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

Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of twenty-five thousand dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR

shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed twenty-five thousand dollars (\$25,000) during the term of this Agreement.

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

7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

7.1 Form of Business Organization:

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

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

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

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

7.2 Change in Form of Business Organization:

If during the term of this Agreement the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or

CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

7.3 Real Property Disclosure:

If CONTRACTOR is occupying any real property under any agreement, oral or written, where persons are to receive services hereunder, CONTRACTOR shall submit the following information in addition to a copy of the lease, license or rental agreement, as well as any other information requested, prior to the provision of services under this Agreement:

7.3.1 The location by street address and city of any such real property.

7.3.2 The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

7.3.3 A detailed description of all existing and pending agreements, with respect to the use or occupation of any such real property. Such description shall include, but not be limited to:

7.3.3.1 The term duration of any rental, lease or license agreement;

7.3.3.2 The amount of monetary consideration to be paid to the lessor or licensor over the term of the rental, lease or license agreement;

7.3.3.3 The type and dollar value of any other consideration to be paid to the lessor or licensor; and

7.3.3.4 The full names and addresses of all parties to any agreement concerning the real property and a listing of liens (if any)

thereof, together with a listing by full names and addresses of all officers, directors and stockholders of any private corporation, and a similar listing of all general and limited partners of any partnership which is a party.

7.3.4 A listing by full names of all of CONTRACTOR's officers, directors and/or partners, members of its administrative and advisory boards, staff and consultants, who have any family relationship by marriage or blood with a party to any agreement concerning real property referred to in Subparagraph 7.3.3, immediately above, or who have any present or future financial interest in such person's business, whether the entity concerned is a corporation or partnership. Such listing shall also include the full names of all of CONTRACTOR's officers, directors, partners and those holding a financial interest. Included are members of its advisory boards, members of its staff and consultants, who have any family relationship by marriage or blood to an officer, director, or stockholder of the corporation or to any partner of the partnership. In preparing the latter listing, CONTRACTOR shall also indicate the names of the officers, directors, stockholders, or partner(s), as appropriate, and the family relationship which exists between such person(s) and CONTRACTOR's representatives listed.

7.3.5 True and correct copies of all agreements with respect to any such real property shall be appended to the documentation described above and made a part thereof. If, during the term of this Agreement, there is a change in the agreement(s) with respect to real property where persons receive services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, describing such changes.

8. NON-DISCRIMINATION

8.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of

accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, ~~religion~~ religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected group in accordance with the requirements of all applicable Federal or State laws.

~~8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

8.3 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 8 et seq.

~~8.4 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).~~

8.5 Non-Discrimination in Employment:

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

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

California Department of Social Services

Public Inquiry and Response Bureau

P.O. Box 944243, M.S. 8-4-23

Sacramento, CA 95814

Telephone: (800) 952-5253

(800) 952-8349 (For the hard of hearing)

8.6 Non-Discrimination in Service Delivery:

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

other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 8.6 et seq.

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

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

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency
Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services
Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services
Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. NOTICES

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

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

CONTRACTOR: Children and Families Commission of Orange County
Attn: Contract's Manager
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

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

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in

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

11.2 COUNTY agrees to indemnify, defend, and hold CONTRACTOR, and its elected and appointed Commissioners, officials, officers, employees, and agents, directors, members, shareholders and/or affiliates (~~"CONTRACTOR INDEMNITEES"~~) harmless from any claims, demands or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the ~~services, products or other performance provided by the County of Orange pursuant to~~ intentional, malicious, or negligent acts, inactions, errors or omissions of County, its officers, employees, or agents in the performance of this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR ~~or CONTRACTOR INDEMNITEES~~, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. ~~To the extent permitted by law,~~ Neither party shall request a jury apportionment.

12. INSURANCE

~~12.1 Without limiting CONTRACTOR's liability for indemnification,~~

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

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

12.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a "0" by the appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or deductible~~ in an amount in excess of ~~\$25,000 (\$5,000 for automobile liability)~~ fifty thousand dollars (\$50,000) shall specifically be approved by the ~~County Executive Office (CEO)/Office of Risk Management~~ COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If

CONTRACTOR's SIR is approved. CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

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

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

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

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

12.5 Qualified Insurer:

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

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

12.7 The policy or policies of insurance maintained by CONTRACTOR shall

provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate

12.8 Required Coverage Forms:

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

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

12.9 Required Endorsements:

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

12.9.1.1 An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

12.9.1.2 A primary non-contributing endorsement using

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

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

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

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

12.13 If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following completion of this Agreement.

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

12.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 9 of this Agreement.

12.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, COUNTY may suspend or terminate this Agreement.

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

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

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

13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

CONTRACTOR shall report to COUNTY:

13.1 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY property. Such report shall be submitted to COUNTY within twenty-four (24)

hours of occurrence.

13.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

14. CONFLICT OF INTEREST

14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR and CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and third parties associated with accomplishing the work hereunder.

14.2 CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.

15. ANTI-PROSELYTISM PROVISION

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

16. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either

directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of ADMINISTRATOR.

17. EQUIPMENT

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

CONTRACTOR further agrees to the following:

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

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

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

17.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing

protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

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

17.3 Personal Computer Equipment:

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

18. BREACH SANCTIONS

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

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

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

18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.2 below.

ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant

to this Paragraph, which notice shall be deemed served on the date of mailing.

19. PAYMENTS

19.1 Maximum Contractual Obligation:

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$339,000: the amount of \$113,000 for ~~April 1, 2015~~ March 1, 2018 through February 29, 2016 28, 2016 2019; the amount of \$113,000 for March 1, 2016 2019 through February 28 29, 2017 2020; and the amount of \$113,000 for March 1, 2017 2020 through February 28, 2018 2021, or actual allowable costs, whichever is less.

19.2 Allowable Costs:

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in ~~OMB Circular A-87~~ 2 CFR, Part 230 or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June of ~~each County fiscal year covered by this Agreement, July 1 through June 30,~~ the applicable contract year, during the month of such anticipated expenditure. [2 CFR, Part 230]

19.3 In-Kind:

It is mutually understood that CONTRACTOR shall contribute ~~\$25,000~~ \$30,000 for each of the three (3) Annual Reports produced during the three (3) COUNTY fiscal years this Agreement is in effect, as follows: the amount of \$30,000 for March 1, 2018 through February 28, 2019; the amount of \$30,000 for March 1, 2019 through February 29, 2020; and the amount of \$30,000 for March 1, 2020 through February 28, 2021. ~~For a maximum amount not to exceed \$75,000.~~ This amount is separate from the maximum obligation of COUNTY under this Agreement as set forth in Subparagraph 19.1 above.

19.4 Claims:

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

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

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

19.4.4 Year End and Final Claims:

19.4.4.1 CONTRACTOR shall submit a final claim for each period, March 1 through February 28 (or February 29 in the event of a Leap Year), covered under the term of this Agreement as stated in Paragraph 1, by no later than April 30th of each corresponding period. Claims received after April 30th of each corresponding period may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written

notice to CONTRACTOR.

19.4.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122 or Title 48 CFR Section 31.2, as applicable~~ 2 CFR, Part 230, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

20. OVERPAYMENTS

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

21. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with ADMINISTRATOR, or shall be in the process of resolving outstanding debt to ADMINISTRATOR's

satisfaction, prior to entering into and during the term of this Agreement.

22. FINAL REPORT

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

23. INDEPENDENT AUDIT

23.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the 31 USC 7501 - 7507, as well as its implementing regulations under 2 CRF Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The audit must be performed in accordance with generally accepted government auditing standards and Title 2 CFR Part 230. CONTRACTOR shall cooperate with COUNTY, State and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

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

24. RECORDS, INSPECTIONS AND AUDITS

24.1 Financial Records:

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

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

24.2 Public Records:

~~With the exception of records referenced in Paragraph 25, entitled Confidentiality,~~ To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements and correspondence, required by this Agreement may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

24.3 Inspections and Audits:

24.3.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement for the purpose of financial monitoring. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

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

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

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

24.4 Evaluation Studies:

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

25. PERSONNEL DISCLOSURE

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

25.1.1 Names and dates of birth of all full or part-time personnel by title, including volunteer personnel, whose direct services are required to provide the programs described herein;

25.1.2 A brief description of the functions of each position and the hours each person works each week; or for part-time personnel, each day or

month, as appropriate:

25.1.3 The professional degree, if applicable, and experience required for each position; and

25.1.4 The language skill, if applicable, for all personnel.

25.2 Where authorized by law, CONTRACTOR's employment applications shall require applicants to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of any applicant shall be cause for termination of that employee from the performance of services under this Agreement.

25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all employees ~~and/or volunteers who will provide services under this Agreement~~ (direct service and administrative) funded through this Agreement and also all non-funded staff (e.g., volunteers, in-kind staff, etc.) who will have direct, interactive contact with clients served through this Agreement. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with ~~and comparable to those required for County employees~~ this Paragraph and their performance of services under this Agreement.

25.4 In the event a record is revealed through the processes described in Subparagraph 25.3, COUNTY will be available to consult with CONTRACTOR on appropriateness of personnel providing services through this Agreement.

25.5 CONTRACTOR warrants that all persons employed or otherwise assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their

ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for each employee and/or volunteer assigned to provide services under this Agreement for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later, in compliance with all applicable laws.

25.6 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses other than minor traffic offenses, of any paid employee and/or volunteer staff performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such employee and/or volunteer may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 18 above.

25.7 COUNTY has the right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff.

25.8 COUNTY shall have the right to require CONTRACTOR to remove any employee from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said personnel.

25.9 CONTRACTOR shall notify COUNTY immediately when staff is terminated for cause from working on this Agreement.

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

26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

27.1 CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.

27.2 In the case of an individual contractor or contractor doing

business in a form other than an individual, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) his/her name, date of birth, Social Security number and residence address or

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

27.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information

shall be posted in all reception areas where clients are served.

30. CONFIDENTIALITY

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

30.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's ~~staff~~, employees, volunteers, agents, and subcontractors. CONTRACTOR shall require all of its employees, volunteers, agents, subcontractors and partners who may provide services for CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall comply with any audits specified in Paragraph 24, provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

30.3 CONTRACTOR shall inform all of its employees, volunteers, agents, subcontractors and partners of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

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

31. SECURITY31.1 Security Requirements

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

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

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

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

31.1.1.4 Firewall protection.

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

31.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or

corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

31.2 Security Breach Notification

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

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

31.2.1.2 Contain the incident by, among things, attempting to recover records, revoking access and/or correcting weaknesses in security.

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

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

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

32. COPYRIGHT ACCESS

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

33. WAIVER

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

34. PETTY CASH

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

35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

~~35.1 Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement shall state that the program, wholly or in part, is funded through COUNTY, State and Federal Government funds.~~ COUNTY owns all rights to the name, logos, and

symbols of COUNTY. The use and/or reproduction of COUNTY's name, logo, or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

~~35.2 CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Agreement within the following conditions~~ CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

35.2.1 ~~CONTRACTOR shall develop all publicity material in a professional manner~~ ADMINISTRATOR provides its written approval of the content and publication of the information at least 30 days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by ADMINISTRATOR; and

35.2.2 ~~During the term of this Agreement, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY. COUNTY shall not unreasonably withhold written consent.~~ Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through COUNTY, State and Federal Government funds;

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

35.2.3.1 Any commercial product or service; and,

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

35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

36. COUNTY RESPONSIBILITIES

ADMINISTRATOR will provide consultation and technical assistance and will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

37. REPORTS

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

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

38. ENERGY EFFICIENCY STANDARDS

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

39. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with ~~Section 306~~ of the Clean Air Act [Title 42 USC Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency,

hereinafter referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

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

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

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

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

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

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

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

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

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

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

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

41. POLITICAL ACTIVITY

CONTRACTOR agrees that the funds provided herein shall not be used to

promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

42. TERMINATION PROVISIONS

42.1 ADMINISTRATOR or CONTRACTOR may terminate this Agreement without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited to, any breach of contract, any partial misrepresentation whether negligent or willful, ~~or~~ any fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that in the reasonable opinion of COUNTY indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by either party of the right to terminate this Agreement shall relieve COUNTY and CONTRACTOR of all further obligations under this Agreement, except as stated in Paragraph 1.

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

42.3 In the event of termination of this Agreement by either party, cessation of business by CONTRACTOR or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data

if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.

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

42.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall not be affected remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

43. GOVERNING LAW AND VENUE

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

44. SIGNATURE IN COUNTERPARTS

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

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

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

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

By: _____
Sandra Barry, Chair
CHILDREN AND FAMILIES COMMISSION
OF ORANGE COUNTY

By: _____
CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

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

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE COMMISSION
ATTEST:

ROBIN STIELER
Clerk of the Board
Orange County, California

ROBIN STIELER
Clerk of Commission
Orange County, California

Dated: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

APPROVED AS TO FORM:
HARPER & BURNS, LLP

By: _____
DEPUTY

By: _____
ALAN BURNS
Commission Special Counsel

Dated: _____

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
FOR THE PRODUCTION AND DISTRIBUTION OF THE ~~21ST~~24TH THROUGH ~~23RD~~26TH ANNUAL
REPORTS ON
THE CONDITIONS OF CHILDREN IN ORANGE COUNTY

1. PRIMARY PURPOSE

CONTRACTOR's primary purpose regarding the production of the Annual Report on the Conditions of Children in Orange County (Annual Report) shall be data compilation, production and distribution of the Annual Report, planning and convening of community forums, creation and presentation of a PowerPoint presentation, and data matrix development, all of which are specified in Paragraph 3 of Exhibit A of this Agreement.

2. DEFINITIONS

2.1 Orange County Children's Partnership (OCCP): A twenty-two (22) member advisory body, made up of public agencies and representative community agencies, that was established by the County of Orange Board of Supervisors to address community needs and to improve the conditions of Orange County's children.

2.2 Contributing Agencies: Entities that will contribute data, which will be included in the production of the Annual Report. These entities include, but are not limited to, Orange County Social Services Agency, Orange County Health Care Agency, Orange County Department of Education, Orange

County Probation, Regional Center of Orange County, and Orange County District Attorney's Office.

2.3 Quick Guide: A booklet version of the Annual Report to be published in PDF format online at <http://www.ochealthinfo.com/occp/report->~~The Quick Guide will be up to twenty (20) pages in length, 8.5 inches x 11 inches in size,~~ which includes a summary of the primary indicators and other key information from the full report.

2.4 Community Forums: Meetings that will be held in the various supervisorial districts of the County of Orange where the Annual Report will be promoted and distributed.

2.5 Executive Summary: Document that summarizes the contents of the Annual Report, ~~which shall include the following: brief description of the OCCP, background/demographics of Orange County, criteria for indicators, present and future date priorities, and brief conclusion (i.e. areas where progress has been made, call to action).~~

2.6 Notice of Errata: Document that contains any and all errors within the published Annual Report and the correction, thereof.

3. SERVICES

Under the direction of ADMINISTRATOR, CONTRACTOR shall provide the following services during the hours specified under this Agreement.

3.1 Annual Report Content, Development, and Distribution

CONTRACTOR shall:

3.1.1 Compose a high quality Annual Report that is accurate in the data provided and consistent in writing style, format, and terminology used throughout the document.

3.1.2 Utilize primary indicators to monitor progress/trends in particular areas. The number and type of primary indicators will be determined by the OCCP each contract year.

3.1.3 ~~Ensure that~~ Present primary indicators ~~are presented~~ in four sections - Good Health, Economic Well-Being, Educational Achievement, and Safe Homes and Communities, which shall be approved by the OCCP each year. COUNTY shall have the right to modify and/or replace primary indicators with other(s) it identifies.

3.1.4 ~~Ensure that information provided for~~ each primary indicator is limited to two (2) pages and includes information on the following: description, why it's important, and the findings, including summary of chart data and ~~including~~ national and State data when available.

3.1.5 Collect data for secondary indicators. The number and type of secondary indicators will be determined by the OCCP each contract year. Secondary indicators will be published in a PDF format online at <http://www.ochealthinfo.com/occp/report> and not included in the Annual Report designated by the OCCP and approved by ADMINISTRATOR.

3.1.6 ~~Ensure that~~ Present secondary indicators ~~are presented~~ in four (4) sections - Good Health, Economic Well-Being, Educational Achievement, and Safe Homes and Communities, which shall be approved by the OCCP each year. COUNTY shall have the right to modify and/or replace secondary indicators with other(s) it identifies.

3.1.7 ~~Ensure that~~ Collect data ~~will be collected~~ for supplemental tables that do not fall under a primary indicator; however, supplemental tables shall be published in PDF format online at <http://www.ochealthinfo.com/occp/report> and not be included in the Annual Report. ~~The OCCP will determine how the data and supplemental tables will be formatted and published by CONTRACTOR.~~

3.1.8 Provide data source for all charts and tables below the chart and table.

3.1.9 Utilize a graphic designer to produce ~~the~~ a high end

~~Annual Report~~ utilizing a four-color scheme and color charts and graphs.

3.1.10 Collaborate with Contributing Agencies identified by COUNTY. In addition to SSA, these shall include, but not be limited to, County's Health Care Agency, Orange County Department of Education, County's District Attorney's Office, Orange County Probation and Orange County Child Support Services to gather data on the indicators, to be included in the Annual Report or online.

3.1.10.1 ~~CONTRACTOR shall compile data into supplemental tables and submit to COUNTY.~~ Upon receipt of data from Contributing Agencies, CONTRACTOR shall compile said data into supplemental tables and submit to COUNTY. CONTRACTOR shall ~~and~~ allow COUNTY a minimum of fifteen (15) business days to complete a review for accuracy and provide feedback to CONTRACTOR.

3.1.11 Facilitate subcommittee meetings, which shall include COUNTY, CONTRACTOR, subcontractors (as applicable), and others as determined appropriate by COUNTY. CONTRACTOR shall coordinate the subcommittee meetings to be held ~~will meet~~ at minimum once a month to monitor progress ~~on~~ of data collection, Annual Report development, and the Community Forum planning.

3.1.12 Select a cover picture/theme for the Annual Report. CONTRACTOR shall obtain prior approval of the draft cover picture/theme from the OCCP.

3.1.13 Thoroughly review and proofread the Annual Report to ensure complete accuracy, and identify data and printing errors. If any errors are discovered after the Annual Report is printed, CONTRACTOR shall be responsible for preparing a Notice of Errata ~~at no expense to County~~, and providing same to COUNTY for posting with the Annual Report and Quick Guide (see Subparagraph 3.1.19 below) on the COUNTY of Orange website, at no additional expense to COUNTY.

~~3.1.14 After the final editing by CONTRACTOR, and under the timeline specified in Paragraph 3.6, provide COUNTY with a final edited version of the Annual Report no later than three (3) weeks prior to the publication deadline.~~ Provide COUNTY with a final edited version of the Annual Report after final editing by CONTRACTOR, following the timeline specified in Subparagraph 3.6.

3.1.15 Edit the Annual Report based on review and approval by COUNTY. COUNTY reserves final editing rights for the Annual Report.

3.1.16 Review and analyze the data to develop an Executive Summary for the Annual Report. Executive Summary shall include: brief description of the OCCP, background/demographics of Orange County, criteria for indicators, present and future data priorities, and brief conclusion (i.e. areas where progress has been made, call to action).

~~3.1.17 Provide a draft of the Quick Guide to COUNTY by mid-October each year to review for accuracy and provide feedback to CONTRACTOR. Upon approval of COUNTY, this Quick Guide will be posted as an online resource.~~ Develop a booklet version of the Annual Report, hereinafter referred to as "Quick Guide," up to twenty (20) pages in length, 8.5 inches x 11 inches in size, which shall include a summary of the primary indicators and other key information from the full report. CONTRACTOR shall provide a draft of the Quick Guide to COUNTY by mid-October (each contracted year) to review for accuracy and provide feedback to CONTRACTOR. Upon approval of COUNTY, this Quick Guide will be posted as an online resource. COUNTY shall maintain the right to determine if the Quick Guide will be completed and may instruct the CONTRACTOR not to complete in any or all of the contracted years.

3.1.18 Prepare the Executive Summary in an electronic format (HTML/PDF) that meets Americans with Disabilities Act requirements, and can be posted on the Internet, distributed through other technology (such as

Dropbox), and copied on CD-ROM.

3.1.19 Prepare the Annual Report and Quick Guide in an electronic format (HTML/PDF/~~or other format as designated by OCCP and approved by ADMINISTRATOR~~) that meets Americans with Disabilities Act requirements, and can be posted on the Internet, distributed through other technology (such as Dropbox), and copied on CD-ROM. The electronic version of the Annual Report shall be user-friendly, easy to download section-by-section, and hyperlinked to the related maps and supplemental information with the report. CONTRACTOR shall obtain prior approval from COUNTY before publishing.

3.1.20 ~~Print, market, promote~~ and distribute ~~two~~ one thousand five hundred (1,500) and ~~four~~ three thousand (3,000) copies of the Annual Report, as determined by COUNTY and/or the OCCP. ADMINISTRATOR may adjust the number and type of copies to be produced, within the budget specified in this Agreement, to meet community demand.

3.1.21 Prepare publication-ready print versions of the Annual Report on three (3) CD-ROMs, or through other technology requested by ADMINISTRATOR (such as Dropbox) following the timeline specified in Paragraph 3.6.

3.1.22 Develop and implement a strategy for marketing, promoting, and distributing the Annual Report.

3.1.23 Distribute the Annual Report to OCCP member agencies and ~~mail copies of the report~~ to Orange County City and County officials, libraries, law enforcement agencies, legislature, universities, and others as determined by COUNTY.

3.2 Data Collection and Matrix

CONTRACTOR shall:

3.2.1 Develop a matrix of all data items due from Contributing Agencies to CONTRACTOR indicating the data elements, source(s), and a

timetable for delivery. CONTRACTOR shall update and provide the matrix to COUNTY and/or the OCCP on a monthly basis once CONTRACTOR has begun the data collection process.

3.2.2 Collect relevant data, narrative analysis, and illustrative examples regarding the status of children in Orange County from a variety of agencies based on the list of indicators in the prior Annual Reports and any additional indicators selected by the OCCP. List of indicators are subject to change each year and shall be approved by the OCCP and/or COUNTY. COUNTY shall have the right to modify and/or replace secondary indicators with other(s) it identifies.

3.2.3 Update the tables, charts, maps, and graphs with the most recent ten (10) years of data, breaking out ethnicity, age, gender, socio-economic, and geographic data as available.

3.2.4 Utilize approximately ten (10) years of data. CONTRACTOR will footnote in the Annual Report when available data is for a period less than ten (10) years.

3.2.5 Create tables, charts, maps, and graphs for new indicators in accordance with available data, as appropriate.

3.2.6 Collaborate with Contributing Agencies, research, and present comparable national and State data on indicators, and cite all data sources.

3.2.7 Compile information into a consistent display format approved by the OCCP. All data contained in the Annual Report will cite specific source(s).

3.3 Community Forums

CONTRACTOR shall:

3.3.1 Work with COUNTY, the OCCP, each Board of Supervisors' office, and community partners to plan and convene a minimum of one (1) up to

five (5) Community Forums within County of Orange supervisorial districts if the Board offices so determine to hold such forum(s) for each year of this Agreement, to promote and distribute the Annual Report. ~~Supervisorial district(s), locations, and number of meetings shall be determined by the OCCP. In the event there is a change in the number of forums that was determined by the OCCP, then~~ CONTRACTOR and COUNTY may mutually agree to ~~adjust~~ increase or decrease the number of forums.

3.3.2 Secure sites for the Community Forums with room size capacity to accommodate approximately one hundred fifty (150) people. In order to meet the needs of the individual communities where the Community Forums will be held, ~~County~~COUNTY reserves the right to require a larger venue if deemed necessary. CONTRACTOR shall provide refreshments and handle the logistics for said events, including, but not limited to, audio/visual needs, processing RSVPs, preparing name tags, and checking in attendees at the event.

3.3.3 ~~Work~~ Connect with community agencies within each supervisorial district in the planning and outreach for the Community Forums. Community Forums will be held after Orange County Board of Supervisor's approval of the Annual Report and no later than February 28, of each year. COUNTY may modify this date as it determines to best meet the need of the COUNTY.

3.3.4 Recruit at least one (1) keynote speaker with professional expertise in the area as identified by the OCCP for each Community Forum. The topics will vary for each Community Forum.

3.3.5 Obtain prior approval of keynote speaker(s) from ADMINISTRATOR and/or the OCCP prior to each Community Forum.

3.3.6 Market and advertise the Community Forums.

3.3.7 Develop the agenda for the Community Forums, and obtain prior approval from COUNTY and/or the OCCP following the timeline specified in

Paragraph 3.6.

3.4 PowerPoint Presentation

CONTRACTOR shall:

3.4.1 Create a PowerPoint presentation for review and comment by COUNTY in approximately September of each year, but no later than four (4) weeks prior to the scheduled Board of Supervisors' hearing in or around October of each year, as determined by COUNTY.

3.4.2 Include the following information from the Annual Report in the PowerPoint presentation: slides of tables with corresponding page number references and detailed descriptions of the information and illustrations presented with charts, tables, and graphs.

3.4.3 Edit and finalize the PowerPoint presentation, in accordance with COUNTY's instructions, at least three (3) weeks prior to the aforementioned scheduled Board of Supervisors' hearing date.

3.4.4 ~~Unless otherwise determined by COUNTY, CONTRACTOR shall attend~~ Attend the scheduled Board of Supervisors' hearing, in addition to the Children and Families Commission of Orange County Meeting, or as otherwise determined by COUNTY, to present and/or respond to questions regarding the Annual Report data or sources of data.

3.5 Meetings

CONTRACTOR shall:

3.5.1 Attend all OCCP meetings scheduled on the third Thursday of each month from 8:30 a.m. to 10:30 a.m. at the County Hall of Administration in Santa Ana, or as modified in time, day of month, and/or location, unless COUNTY determines attendance is not necessary.

3.5.2 Facilitate subcommittee meetings, from the time of implementation of this Agreement through delivery of the final Annual Report to COUNTY, and completion of the Community Forums.

3.5.3 Provide status reports and discuss the contents of the Annual Report and Community Forums at OCCP meetings and designated subcommittee meetings.

3.6 Timeline for Annual Report Process

3.6.1 CONTRACTOR will prepare the ~~21st edition of the~~ 2018 Annual Report according to the following timeline:

20158 Dates	Activity
3 rd Thursday of each month	CONTRACTOR attendance is mandatory at all OCCP meetings (Subparagraph 3.5.1) above
March 3	Agreement approved by the Board of Supervisors, to be effective April 1, 2015
April 1	Begin receiving data from Contributing Agencies
April 16 ⁹	Present proposed Annual Report format and indicators at the OCCP monthly meeting
June 18 21	Present preliminary draft at OCCP meeting
July 7 ⁹	Receive comments from OCCP and Contributing Agencies on preliminary draft
July 16 ¹⁹	Provide revised draft of the Annual Report at OCCP monthly meeting
July 31	Last day to receive comments from OCCP and Contributing Agencies on the Annual Report draft
August 13 ⁹	Deliver final Annual Report draft to OCCP members no later than one (1) week prior to the August OCCP meeting

August 2016	Review and approve the Annual Report at OCCP monthly meeting
Three weeks prior to print deadline September 14	Provide final edited version of Annual Report to COUNTY for final approval no later than three (3) weeks prior to print deadline
October 16	Orange County Board of Supervisors Meeting to approve Annual Report
October 15/18	Deliver final Annual Report, draft Quick Guide, and CDs at OCCP monthly meeting

3.6.2 CONTRACTOR will prepare the 22nd and 23rd editions of the 2019 and 2020 Annual Report according to timelines to be developed by the OCCP and approved by COUNTY.

3.6.3 COUNTY and CONTRACTOR may mutually agree in writing to modify the provisions set forth in Paragraph 3 of this Exhibit A, as deemed necessary and in the best interest of County.

4. HOURS OF OPERATION

CONTRACTOR will provide services between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. In addition, it is mutually understood that CONTRACTOR shall assign service staff to work outside of established normal business hours to meet COUNTY's deadlines for completion of the Annual Report.

5. GOALS, STRATEGIES and OUTCOMES OBJECTIVE

CONTRACTOR shall achieve:

5.1 One hundred percent (100%) attendance at all OCCP monthly meetings.

5.2 One hundred percent (100%) completion of each year's Annual Report and Quick Guides per each year's timeline approved by COUNTY.

5.3 One hundred percent (100%) completion of electronic format of Annual Report, Quick Guide and Executive Summary.

5.4 One hundred percent (100%) completion of up to five Community Forums annually (one in each supervisorial district) if the districts so determine to hold such forum(s).

~~CONTRACTOR shall complete a minimum of one hundred percent (100%) of each year's Annual Report and Quick Guides per each year's timeline as approved by ADMINISTRATOR.~~

6. REPORTING REQUIREMENTS

CONTRACTOR will be responsible for providing ~~verbal and/or written~~ monthly updates to the OCCP and/or COUNTY for the prior month's activities at the monthly OCCP meetings.

7. FACILITIES REQUIREMENTS

7.1 Administrative Services under this Agreement shall be provided at CONTRACTOR's facility.

~~Children and Families Commission of Orange County
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705~~

7.2 CONTRACTOR and ADMINISTRATOR may ~~mutually~~ agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation, ~~as stated in Paragraph 19.1 of this Agreement.~~

8. BUDGET

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

LINE ITEMS:

Subcontractors

Project Manager (in-Kind from CFCOC)	30,000
Graphic Designer	18,705.52 19,000
Evaluation Firm (Data Researcher(s)/Technical Writer(s) / Editor(s))	75,000.00 83,000
Printer	<u>9,294.48</u> 7,500
Subtotal Subcontractors	\$ 133,000.00 139,500

SERVICES AND SUPPLIES

Program Expense for Community Forums ⁽¹⁾	<u>4,350.00</u> 3,500
Subtotal Services and Supplies	\$ <u>4,350.00</u> 3,500

OPERATING EXPENSES

Indirect Costs⁽²⁾ (5% of maximum obligation)	5,650.00
Subtotal Operating Expenses	\$ 5,650.00
GRAND TOTAL LINE ITEM BUDGET	143,000.00
In-Kind MATCH	<u>(30,000.00)</u>
COUNTY MAXIMUM OBLIGATION	\$113,000.00

⁽¹⁾ Allowable Community Forum expenses include marketing and advertising, materials and supplies, speakers' fees, and other related expenses as mutually agreed upon in advance by CONTRACTOR and ADMINISTRATOR.

~~⁽²⁾ Indirect Costs include but are not limited to human resources, legal counsel, insurance, and annual audit required by COUNTY.~~

8.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of subcontracted services, as described in ~~Subparagraph~~ Paragraph 9 of Exhibit A of this Agreement without changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement or reducing the level of service

to be provided by CONTRACTOR.

8.3 ADMINISTRATOR may approve modifications to Minimum Qualifications for subcontractor positions set forth in Paragraph 9 of Exhibit A of this Agreement on a case-by-case basis, if modification is deemed by ADMINISTRATOR to be in the best interest of COUNTY.

9. SUBCONTRACTOR POSITIONS/SERVICES

CONTRACTOR shall enter into subcontracts to provide the following positions and / or services:

9.1 Project Manager

9.1.1 Duties: Responsible for project management and oversight; budget management; planning, coordinating, and conducting Community Forums; attending all required meetings; collaborating with subcontractors to ensure timely and effective development of the Annual Report content and production; overseeing production, marketing, and distribution of the Annual Report; and serving as the CFCOC liaison with ADMINISTRATOR and OCCP.

9.1.2 Minimum Qualifications: Master's Degree from an accredited university; five (5) years experience in management, composition, production, distribution of reports; and excellent written and interpersonal communication skills.

9.2 Evaluation Firm (Data Researcher/Technical Writer/Editor)

9.2.1 Duties: Collect data and research all indicators (primary and secondary), analyze data, develop tables, charts, graphs, writing, narrative descriptions, and edit report (including electronic versions).

9.2.2 Minimum Qualifications: Evaluation firm will have experience in developing reports focused on countywide trend data. Firm will utilize staff with various levels of education and expertise to complete report.

9.3 Graphic Designer

9.3.1 Duties: Responsible for the graphic design and providing Community Forum collaterals such as registration flyers, a template with the cover image incorporated for use on the agenda, and other similar materials.

9.3.2 Minimum Qualifications: Bachelor's degree in communications, graphic arts, or related field; and two (2) years' experience in graphic design and report production.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///