

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

FOR THE PRODUCTION AND DISTRIBUTION OF THE 24TH THROUGH 26TH ANNUAL REPORTS ON
THE CONDITIONS OF CHILDREN IN ORANGE COUNTY

This AGREEMENT, entered into this 1st day of 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 24th through 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:

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Exhibit A

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1. TERM

The term of this Agreement shall commence on March 1, 2018, and terminate on February 28, 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, 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.

1 4. DESCRIPTION OF SERVICES, STAFFING

2 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
3 and supplies as described in the Exhibit "A" to the Agreement between County
4 of Orange and Children and Families Commission of Orange County, for the
5 Production and Distribution of the 24th through 26th Annual Reports on the
6 Conditions of Children in Orange County, attached hereto and incorporated
7 herein by reference. CONTRACTOR shall operate continuously throughout the term
8 of this Agreement with the number and type of staff described and as required
9 for provision of services hereunder.

10 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
11 may require changes in staffing allocations to reflect current workload
12 demands or service needs as long as COUNTY's maximum obligation as set forth
13 in this Agreement is not exceeded.

14 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
15 appropriate staff to attend an orientation session and subsequent training
16 sessions given by COUNTY.

17 5. LICENSES AND STANDARDS

18 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
19 required by the laws of the United States, State of California, County of
20 Orange and all other appropriate governmental agencies to perform the services
21 described in this Agreement, and agrees to maintain these licenses and permits
22 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
23 that its employees shall conduct themselves in compliance with such laws and
24 licensure requirements including, without limitation, compliance with laws
25 applicable to sexual harassment and ethical behavior.

26 5.2 In the performance of this Agreement, CONTRACTOR shall comply with
27 all applicable provisions of the California Welfare and Institutions Code
28 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing

1 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
2 Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section
3 31.2; and all applicable laws and regulations of the United States, State of
4 California, and County of Orange Social Services Agency, and all
5 administrative regulations, rules and policies adopted thereunder as each and
6 all may now exist or be hereafter amended.

7 5.2.1 For federally funded Agreements in the amount of \$25,000
8 or more, CONTRACTOR certifies that its officers and/or principals are not
9 debarred or suspended from federal financial assistance programs and/or
10 activities.

11 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

12 6.1 Delegation and Assignment:

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

22 6.2 Subcontracts:

23 It is mutually understood that CONTRACTOR intends to provide
24 services as required in this Agreement through direct service or subcontracts
25 with established community resources. In no event shall the subcontract alter,
26 in any way, any legal responsibility of CONTRACTOR to COUNTY. All
27 subcontracts must be in writing and copies of same shall be provided to
28 ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision

1 ADMINISTRATOR may require.

2 6.2.1 Subcontracts of \$25,000 or less:

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

11 6.2.2 Subcontracts in excess of \$25,000:

12 CONTRACTOR shall develop and submit for approval to
13 ADMINISTRATOR a system for the procurement of subcontracts with any
14 organization in which the total cumulative cost of services provided by any
15 single organization is anticipated to exceed twenty-five thousand dollars
16 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed procurement
17 system shall take into consideration such factors as: degree of price
18 competition; pricing policies and techniques; experience and quality of
19 service; methods of evaluating subcontractor responsibility; relationship of
20 subcontractor to CONTRACTOR; and planning, award, and post-award management of
21 subcontracts, including internal audit procedures and monitoring of
22 subcontractor's performance until completion of services.

23 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
24 procurement system, CONTRACTOR shall comply with such procurement system in
25 obtaining subcontracts with a total cost in excess of twenty-five thousand
26 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR
27 shall obtain ADMINISTRATOR's written consent prior to entering into a
28 subcontract with any organization when the total cumulative cost of services

1 to be provided by that organization is anticipated to exceed twenty-five
2 thousand dollars (\$25,000) during the term of this Agreement.

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

9 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

10 7.1 Form of Business Organization:

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

15 7.1.1 The form of CONTRACTOR's business organization, i.e.,
16 proprietorship, partnership, corporation, etc.

17 7.1.2 A detailed statement indicating the relationship of
18 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
19 individual.

20 7.1.3 A detailed statement indicating the relationship of
21 CONTRACTOR to any subsidiary business organization or to any individual who
22 may be providing services, supplies, material or equipment to CONTRACTOR or in
23 any manner does business with CONTRACTOR under this Agreement.

24 7.2 Change in Form of Business Organization:

25 If during the term of this Agreement the form of CONTRACTOR's
26 business organization changes, or the ownership of CONTRACTOR changes, or
27 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
28 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in

1 writing, detailing such changes. A change in the form of business
2 organization may, at COUNTY's sole discretion, be treated as an attempted
3 assignment of rights or delegation of duties of this Agreement.

4 7.3 Real Property Disclosure:

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

10 7.3.1 The location by street address and city of any such real
11 property.

12 7.3.2 The fair market value of any such real property as such
13 value is reflected on the most recently issued County Tax Collector's tax
14 bill.

15 7.3.3 A detailed description of all existing and pending
16 agreements, with respect to the use or occupation of any such real property.
17 Such description shall include, but not be limited to:

18 7.3.3.1 The term duration of any rental, lease or
19 license agreement;

20 7.3.3.2 The amount of monetary consideration to be
21 paid to the lessor or licensor over the term of the rental, lease or license
22 agreement;

23 7.3.3.3 The type and dollar value of any other
24 consideration to be paid to the lessor or licensor; and

25 7.3.3.4 The full names and addresses of all parties
26 to any agreement concerning the real property and a listing of liens (if any)
27 thereof, together with a listing by full names and addresses of all officers,
28 directors and stockholders of any private corporation, and a similar listing

1 of all general and limited partners of any partnership which is a party.

2 7.3.4 A listing by full names of all of CONTRACTOR's officers,
3 directors and/or partners, members of its administrative and advisory boards,
4 staff and consultants, who have any family relationship by marriage or blood
5 with a party to any agreement concerning real property referred to in
6 Subparagraph 7.3.3, immediately above, or who have any present or future
7 financial interest in such person's business, whether the entity concerned is
8 a corporation or partnership. Such listing shall also include the full names
9 of all of CONTRACTOR's officers, directors, partners and those holding a
10 financial interest. Included are members of its advisory boards, members of
11 its staff and consultants, who have any family relationship by marriage or
12 blood to an officer, director, or stockholder of the corporation or to any
13 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
14 also indicate the names of the officers, directors, stockholders, or
15 partner(s), as appropriate, and the family relationship which exists between
16 such person(s) and CONTRACTOR's representatives listed.

17 7.3.5 True and correct copies of all agreements with respect to
18 any such real property shall be appended to the documentation described above
19 and made a part thereof. If, during the term of this Agreement, there is a
20 change in the agreement(s) with respect to real property where persons receive
21 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
22 describing such changes.

23 8. NON-DISCRIMINATION

24 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
25 shall not engage nor employ any unlawful discriminatory practices in the
26 admission of clients, provision of services or benefits, assignment of
27 accommodations, treatment, evaluation, employment of personnel or in any other
28 respect on the basis of race, religious creed, color, national origin,

1 ancestry, physical disability, mental disability, medical condition, genetic
2 information, marital status, sex, gender, gender identity, gender expression,
3 age, sexual orientation, military and veteran status or any other protected
4 group in accordance with the requirements of all applicable federal or State
5 laws.

6 8.2 CONTRACTOR shall furnish any and all information requested by
7 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
8 books, records and accounts in order to ascertain CONTRACTOR's compliance with
9 Paragraph 8 et seq.

10 8.3 Non-Discrimination in Employment:

11 8.3.1 All solicitations or advertisements for employees placed
12 by or on behalf of CONTRACTOR shall state that all qualified applicants will
13 receive consideration for employment without regard to race, religious creed,
14 color, national origin, ancestry, physical disability, mental disability,
15 medical condition, genetic information, marital status, sex, gender, gender
16 identity, gender expression, age, sexual orientation, military and veteran
17 status or any other protected group in accordance with the requirements of all
18 applicable federal or State laws. Notices describing the provisions of the
19 equal opportunity clause shall be posted in a conspicuous place for employees
20 and job applicants.

21 8.3.2 CONTRACTOR shall refer any and all employees desirous of
22 filing a formal discrimination complaint to:

23 California Department of Social Services

24 Public Inquiry and Response Bureau

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

26 Sacramento, CA 95814

27 Telephone: (800) 952-5253

28 (800) 952-8349 (For the hard of hearing)

1 8.4 Non-Discrimination in Service Delivery:

2 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the
3 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
4 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
5 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
6 of the Americans with Disabilities Act of 1990, as amended; California Civil
7 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
8 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
9 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
10 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
11 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
12 and other applicable Federal and State laws, as well as their implementing
13 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
14 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
15 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or
16 be hereafter amended. CONTRACTOR shall not implement any administrative
17 methods or procedures which would have a discriminatory effect or which would
18 violate the California Department of Social Services (CDSS) Manual of Policies
19 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
20 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or
21 other legal remedies in accordance with WIC Section 10605, or CGC Sections
22 11135-11139.5, or any other laws, or the issue may be referred to the
23 appropriate federal agency for further compliance action and enforcement of
24 Subparagraph 8.4 et seq.

25 8.4.2 CONTRACTOR shall provide any and all clients desirous of
26 filing a formal complaint any and all information as appropriate:

27 8.4.2.1 Pamphlet: "Your Rights Under California
28 Welfare Programs" (PUB 13)

8.4.2.2 Discrimination Complaint Form

8.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. 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

1 CONTRACTOR: Children and Families Commission of Orange County
2 Attn: Contract's Manager
3 1505 E. 17th Street, Suite 230
4 Santa Ana, CA 92705

5 9.2 All notices shall be deemed effective when in writing and
6 deposited in the United States mail, first class, postage prepaid and
7 addressed as above. Any notices, claims, correspondence, reports and/or
8 statements authorized or required by this Agreement addressed in any other
9 fashion shall be deemed not given. The parties each may designate by written
10 notice from time to time, in the manner aforesaid, any change in the address
11 to which notices must be sent.

12 10. NOTICE OF DELAYS

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

18 11. INDEMNIFICATION

19 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
20 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
21 State, COUNTY, and their elected and appointed officials, officers, employees,
22 agents and those special districts and agencies which COUNTY's Board of
23 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
24 any claims, demands or liability of any kind or nature, including, but not
25 limited to, personal injury or property damage, arising from or related to the
26 services, products or other performance provided by CONTRACTOR pursuant to
27 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
28 court of competent jurisdiction because of the concurrent active negligence of

1 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
2 be apportioned as determined by the court. Neither party shall request a jury
3 apportionment.

4 11.2 COUNTY agrees to indemnify, defend, and hold CONTRACTOR, and its
5 elected and appointed Commissioners, officials, officers, employees, agents,
6 directors, members, shareholders and/or affiliates harmless from any claims,
7 demands or liability of any kind or nature, including, but not limited to,
8 personal injury or property damage, arising from or related to the
9 intentional, malicious, or negligent acts, inactions, errors or omissions of
10 County, its officers, employees, or agents in the performance of this
11 Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of
12 competent jurisdiction because of the concurrent active negligence of
13 CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned as
14 determined by the court. Neither party shall request a jury apportionment.

15 12. INSURANCE

16 12.1 Prior to the provision of services under this Agreement,
17 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense,
18 including all endorsements required herein, necessary to satisfy COUNTY that
19 the insurance provisions of this Agreement have been complied with. CONTRACTOR
20 agrees to keep such insurance coverage, Certificates of Insurance and
21 endorsements on deposit with ADMINISTRATOR during the entire term of this
22 Agreement. In addition, all subcontractors performing work on behalf of
23 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the
24 same terms and conditions as set forth herein for CONTRACTOR.

25 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
26 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
27 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
28 to the same terms and conditions as set forth herein for CONTRACTOR.

1 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
2 than the level of coverage required by COUNTY from CONTRACTOR under this
3 Agreement. It is the obligation of CONTRACTOR to provide notice of the
4 insurance requirements to every subcontractor and to receive proof of
5 insurance prior to allowing any subcontractor to begin work. Such proof of
6 insurance must be maintained by CONTRACTOR through the entirety of this
7 Agreement for inspection by COUNTY representative(s) at any reasonable time.

8 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
9 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
10 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
11 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
12 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
13 addition to, and without limitation of, any other indemnity provision(s) in
14 the Agreement, agrees to all of the following:

15 12.3.1 In addition to the duty to indemnify and hold COUNTY
16 harmless against any and all liability, claim, demand or suit resulting from
17 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
18 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
19 counsel approved by Board of Supervisors against same; and

20 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be
21 absolute and irrespective of any duty to indemnify or hold harmless; and

22 12.3.3 The provisions of California Civil Code Section 2860
23 shall apply to any and all actions to which the duty to defend stated above
24 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
25 CONTRACTOR was an insurer and COUNTY was the insured.

26 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
27 the full term of this Agreement, COUNTY may terminate this Agreement.

28 ///

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.

1 12.8.2 Business Auto Liability coverage shall be written on ISO
2 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
3 coverage at least as broad.

4 12.9 Required Endorsements:

5 12.9.1 Commercial General Liability policy shall contain the
6 following endorsements, which shall accompany the Certificate of Insurance:

7 12.9.1.1 An Additional Insured endorsement using ISO
8 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,
9 its elected and appointed officials, officers, agents and employees, as
10 Additional Insureds or provide blanket coverage, which will state AS REQUIRED
11 BY WRITTEN CONTRACT.

12 12.9.1.2 A primary non-contributing endorsement using
13 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
14 CONTRACTOR's insurance is primary and any insurance or self-insurance
15 maintained by the County of Orange shall be excess and non-contributing.

16 12.10 The Workers' Compensation policy shall contain a waiver of
17 subrogation endorsement waiving all rights of subrogation against the County
18 of Orange, its elected and appointed officials, officers, agents and employees
19 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

20 12.11 All insurance policies required by this Agreement shall waive all
21 rights of subrogation against the County of Orange, its elected and appointed
22 officials, officers, agents and employees when acting within the scope of
23 their appointment or employment.

24 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
25 of any policy cancellation and ten (10) days for non-payment of premium and
26 provide a copy of the cancellation notice to COUNTY. Failure to provide
27 written notice of cancellation may constitute a material breach of the
28 contract, upon which the COUNTY may suspend or terminate this Agreement.

1 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"
2 policy, CONTRACTOR shall agree to maintain Professional Liability coverage for
3 two (2) years following completion of this Agreement.

4 12.14 The Commercial General Liability policy shall contain a
5 severability of interests clause also known as a "separation of insureds"
6 clause (standard in the ISO CG 0001 policy).

7 12.15 Insurance certificates should be mailed to COUNTY at the address
8 indicated in Paragraph 9 of this Agreement.

9 12.16 If CONTRACTOR fails to provide the insurance certificates and
10 endorsements within seven (7) days of notification by CEO/County Procurement
11 Office or ADMINISTRATOR, COUNTY may suspend or terminate this Agreement.

12 12.17 COUNTY expressly retains the right to require CONTRACTOR to
13 increase or decrease insurance of any of the above insurance types throughout
14 the term of this Agreement. Any increase or decrease in insurance will be as
15 deemed by County of Orange Risk Manager as appropriate to adequately protect
16 COUNTY.

17 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
18 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
19 certificates of insurance and endorsements with COUNTY incorporating such
20 changes within thirty (30) days of receipt of such notice, this Agreement may
21 be in breach without further notice to CONTRACTOR, and COUNTY shall be
22 entitled to all legal remedies.

23 12.19 The procuring of such required policy or policies of insurance
24 shall not be construed to limit CONTRACTOR's liability hereunder nor to
25 fulfill the indemnification provisions and requirements of this Agreement, nor
26 act in any way to reduce the policy coverage and limits available from the
27 insurer.

28 ///

1 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

2 CONTRACTOR shall report to COUNTY:

3 13.1 Any accident or incident relating to services performed under this
4 Agreement that involves injury or property damage which may result in the
5 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
6 shall be made in writing within twenty-four (24) hours of occurrence.7 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
8 from or relating to services performed by CONTRACTOR under this Agreement.
9 Such report shall be submitted to COUNTY within twenty-four (24) hours of
10 occurrence.11 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
12 property. Such report shall be submitted to COUNTY within twenty-four (24)
13 hours of occurrence.14 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
15 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
16 under the term of this Agreement. Such report shall be submitted to COUNTY
17 within twenty-four (24) hours of occurrence.18 14. CONFLICT OF INTEREST19 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
20 any actions or conditions that could result in a conflict with the best
21 interests of COUNTY. This obligation shall apply to CONTRACTOR and
22 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and
23 third parties associated with accomplishing the work hereunder.24 14.2 CONTRACTOR's efforts shall include, but not be limited to,
25 establishing precautions to prevent its employees or agents from making,
26 receiving, providing, or offering gifts, entertainment, payments, loans or
27 other considerations which could be deemed to appear to influence individuals
28 to act contrary to the best interests of COUNTY.

1 15. ANTI-PROSELYTISM PROVISION

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

6 16. SUPPLANTING GOVERNMENT FUNDS

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

16 17. EQUIPMENT

17 17.1 All items purchased with funds provided under this Agreement, or
18 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
19 at least five thousand dollars (\$5,000), including sales tax, shall be
20 considered Capital Equipment. Title to all Capital Equipment shall, upon
21 purchase, vest and remain in COUNTY. The use of such items of Capital
22 Equipment is limited to the performance of this Agreement. Upon the
23 termination of this Agreement, CONTRACTOR shall immediately return any items
24 of Capital Equipment to COUNTY or its representatives, or dispose of them in
25 accordance with the directions of ADMINISTRATOR.

26 CONTRACTOR further agrees to the following:

27 17.1.1 To maintain all items of Capital Equipment in good
28 working order and condition, normal wear and tear excepted.

1 17.1.2 To label all items of Capital Equipment, do periodic
2 inventories as required by ADMINISTRATOR and to maintain an inventory list
3 showing where and how the Capital Equipment is being used, in accordance with
4 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
5 ADMINISTRATOR within ten (10) days of any request therefore.

6 17.1.3 To report in writing to ADMINISTRATOR immediately after
7 discovery, the loss or theft of any items of Capital Equipment. For stolen
8 items, the local law enforcement agency must be contacted and a copy of the
9 police report submitted to ADMINISTRATOR.

10 17.1.4 To purchase a policy or policies of insurance covering
11 loss or damage to any and all Capital Equipment purchased under this
12 Agreement, in the amount of the full replacement value thereof, providing
13 protection against the classification of fire, extended coverage, vandalism,
14 malicious mischief and special extended perils (all risks) covering the
15 parties' interests as they appear.

16 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
17 requested in writing, shall require the prior written approval of
18 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
19 appropriate and directly related to CONTRACTOR's service or activity under the
20 terms of this Agreement. COUNTY may refuse reimbursement for any costs
21 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
22 if prior written approval has not been obtained from ADMINISTRATOR.

23 17.3 Personal Computer Equipment:

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

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18. BREACH SANCTIONS

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

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

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

18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 below.

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

19. PAYMENTS19.1 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 March 1, 2018 through February 28, 2019; the amount of \$113,000 for March 1, 2019 through February 29, 2020; and the amount of \$113,000 for March 1, 2020 through February 28, 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 2 CFR, Part 230 or as approved by

1 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
2 for anticipated allowable costs that will be incurred by CONTRACTOR for June
3 of the applicable contract year, during the month of such anticipated
4 expenditure. [2 CFR, Part 230]

5 19.3 In-Kind:

6 It is mutually understood that CONTRACTOR shall contribute \$30,000
7 for each of the three (3) Annual Reports produced during the three (3) COUNTY
8 fiscal years this Agreement is in effect, as follows: the amount of \$30,000
9 for March 1, 2018 through February 28, 2019; the amount of \$30,000 for March
10 1, 2019 through February 29, 2020; and the amount of \$30,000 for March 1, 2020
11 through February 28, 2021. This amount is separate from the maximum
12 obligation of COUNTY under this Agreement as set forth in Subparagraph 19.1
13 above.

14 19.4 Claims:

15 19.4.1 CONTRACTOR shall submit monthly claims to be received by
16 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
17 expenses incurred in the preceding month. In the event the twentieth (20th)
18 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
19 claim the next business day. COUNTY holidays include New Year's Day, Martin
20 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
21 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
22 Friday after Thanksgiving Day, and Christmas Day.

23 19.4.2 All claims must be submitted on a form approved by
24 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
25 source documents with the monthly claim, including, inter alia, a monthly
26 statement of services, general ledgers, supporting journals, time sheets,
27 invoices, canceled checks, receipts and receiving records, some of which may
28 be required to be copied. Source documents that CONTRACTOR must submit shall

1 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
2 shall retain all financial records in accordance with Paragraph 24 of this
3 Agreement.

4 19.4.3 Payments should be released by COUNTY within a reasonable
5 time period of approximately thirty (30) days after receipt of a correctly
6 completed claim form and required supporting documentation.

7 19.4.4 Year End and Final Claims:

8 19.4.4.1 CONTRACTOR shall submit a final claim for
9 each period, March 1 through February 28 (or February 29 in the event of a
10 Leap Year), covered under the term of this Agreement as stated in Paragraph 1,
11 by no later than April 30th of each corresponding period. Claims received
12 after April 30th of each corresponding period may, at ADMINISTRATOR's sole
13 discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which
14 the final claim per each COUNTY fiscal year must be received, upon written
15 notice to CONTRACTOR.

16 19.4.4.2 The basis for final settlement shall be the
17 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,
18 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
19 to the maximum obligation of COUNTY. In the event that any overpayment has
20 been made, COUNTY may offset the amount of the overpayment against the final
21 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
22 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
23 Nothing herein shall be construed as limiting the remedies of COUNTY in the
24 event an overpayment has been made.

25 20. OVERPAYMENTS

26 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
27 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in
28 accordance with any applicable regulations and/or policies in effect during

1 the term of this Agreement, or as established by COUNTY procedure. Any
2 overpayments made by COUNTY which result from a payment by any other funding
3 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the
4 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
5 thirty (30) days after the date of the final audit findings report and prior
6 to any administrative appeal process. In the event an overpayment owing by
7 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
8 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
9 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
10 COUNTY necessary to enforce the provisions set forth in this Paragraph.

11 21. OUTSTANDING DEBT

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

15 22. FINAL REPORT

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

21 23. INDEPENDENT AUDIT

22 23.1 CONTRACTOR shall employ a licensed certified public accountant who
23 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
24 related expenditures during the term of this Agreement in compliance with the
25 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part
26 200, Uniform Administrative Requirements, Cost Principles and Audit
27 Requirements for Federal Awards. The audit must be performed in accordance
28 with generally accepted government auditing standards and Title 2 CFR Part

1 230. CONTRACTOR shall cooperate with COUNTY, State and/or federal agencies to
2 ensure that corrective action is taken within six (6) months after issuance of
3 all audit reports with regard to audit exceptions.

4 23.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
5 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
6 of organization-wide audits for each of the fiscal cycles corresponding with
7 the term of this Agreement. CONTRACTOR shall provide each audit within
8 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
9 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
10 payment under this or any subsequent Agreement with CONTRACTOR until such time
11 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
12 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

13 24. RECORDS, INSPECTIONS AND AUDITS

14 24.1 Financial Records:

15 24.1.1 CONTRACTOR shall prepare and maintain accurate and
16 complete financial records. Financial records shall be retained, by
17 CONTRACTOR, for a minimum of five (5) years from the date of final payment
18 under this Agreement or until all pending COUNTY, State and federal audits are
19 completed, whichever is later.

20 24.1.2 CONTRACTOR shall establish and maintain reasonable
21 accounting, internal control and financial reporting standards in conformity
22 with generally accepted accounting principles established by the American
23 Institute of Certified Public Accountants and to the satisfaction of
24 ADMINISTRATOR.

25 24.2 Public Records:

26 To the extent permissible under the law, all records, including,
27 but not limited to, reports, audits, notices, claims, statements and
28 correspondence, required by this Agreement may be subject to public

1 disclosure. COUNTY will not be liable for any such disclosure.

2 24.3 Inspections and Audits:

3 24.3.1 The U.S. Department of Health and Human Services,
4 Comptroller General of the United States, Director of CDSS, State Auditor-
5 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
6 Department, or any of their authorized representatives, shall have access to
7 any books, documents, papers and records, including medical records, of
8 CONTRACTOR which any of them may determine to be pertinent to this Agreement
9 for the purpose of financial monitoring. Further, all the above mentioned
10 persons have the right at all reasonable times to inspect or otherwise
11 evaluate the work performed or being performed under this Agreement and the
12 premises in which it is being performed.

13 24.3.2 CONTRACTOR shall make its books and financial records
14 available within the borders of Orange County within ten (10) days of receipt
15 of written demand by ADMINISTRATOR.

16 24.3.3 In the event CONTRACTOR does not make available its books
17 and financial records within the borders of Orange County, CONTRACTOR agrees
18 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
19 designee, necessary to obtain CONTRACTOR's books and financial records.

20 24.3.4 CONTRACTOR shall pay to COUNTY the full amount of
21 COUNTY's liability to the State or Federal Government or any agency thereof
22 resulting from any disallowances or other audit exceptions to the extent that
23 such liability is attributable to CONTRACTOR's failure to perform under this
24 Agreement.

25 24.4 Evaluation Studies:

26 24.4.1 CONTRACTOR shall participate as requested by COUNTY in
27 research and/or evaluative studies designed to show the effectiveness and/or
28 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's

1 project.

2 25. PERSONNEL DISCLOSURE

3 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
4 all personnel providing services hereunder, including résumés and job
5 applications. Changes to the list will be immediately provided to
6 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
7 application. The list shall include:

8 25.1.1 Names and dates of birth of all full or part-time
9 personnel by title, including volunteer personnel, whose direct services are
10 required to provide the programs described herein;

11 25.1.2 A brief description of the functions of each position and
12 the hours each person works each week; or for part-time personnel, each day or
13 month, as appropriate;

14 25.1.3 The professional degree, if applicable, and experience
15 required for each position; and

16 25.1.4 The language skill, if applicable, for all personnel.

17 25.2 Where authorized by law, CONTRACTOR's employment applications
18 shall require applicants to provide detailed information regarding the
19 conviction of a crime by any court, for offenses other than minor traffic
20 offenses. Information not disclosed in the employment application discovered
21 subsequent to the hiring or promotion of any applicant shall be cause for
22 termination of that employee from the performance of services under this
23 Agreement.

24 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
25 COUNTY, a criminal record background check on all employees (direct service
26 and administrative) funded through this Agreement and also all non-funded
27 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
28 interactive contact with clients served through this Agreement. Background

1 checks conducted through the California Department of Justice shall include a
2 check of the California Central Child Abuse Index, when
3 applicable. Candidates will satisfy background checks consistent with this
4 Paragraph and their performance of services under this Agreement.

5 25.4 In the event a record is revealed through the processes described
6 in Subparagraph 25.3, COUNTY will be available to consult with CONTRACTOR on
7 appropriateness of personnel providing services through this Agreement.

8 25.5 CONTRACTOR warrants that all persons employed or otherwise
9 assigned by CONTRACTOR to provide services under this Agreement have
10 satisfactory past work records and/or reference checks indicating their
11 ability to perform the required duties and accept the kind of responsibility
12 anticipated under this Agreement. CONTRACTOR shall maintain records of
13 background investigations and reference checks undertaken and coordinated by
14 CONTRACTOR for each employee and/or volunteer assigned to provide services
15 under this Agreement for a minimum of five (5) years from the date of final
16 payment under this Agreement or until all pending COUNTY, State and federal
17 audits are completed, whichever is later, in compliance with all applicable
18 laws.

19 25.6 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
20 arrest and/or subsequent conviction, for offenses other than minor traffic
21 offenses, of any paid employee and/or volunteer staff performing services
22 under this Agreement, when such information becomes known to CONTRACTOR.
23 ADMINISTRATOR may determine whether such employee and/or volunteer may
24 continue to provide services under this Agreement and shall provide notice of
25 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
26 with ADMINISTRATOR's decision shall be deemed a material breach of this
27 Agreement, pursuant to Paragraph 0 above.

28 25.7 COUNTY has the right to approve or disapprove all of CONTRACTOR's

1 staff performing work hereunder and any proposed changes in CONTRACTOR's
2 staff.

3 25.8 COUNTY shall have the right to require CONTRACTOR to remove any
4 employee from the performance of services under this Agreement. At the
5 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

6 25.9 CONTRACTOR shall notify COUNTY immediately when staff is
7 terminated for cause from working on this Agreement.

8 25.10 Disqualification, if any, of CONTRACTOR staff, pursuant to
9 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
10 work in accordance with the terms and conditions of this Agreement.

11 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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2 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

3 27.1 CONTRACTOR certifies it is in full compliance with all applicable
4 federal and State reporting requirements regarding its employees and with all
5 lawfully served Wage and Earnings Assignment Orders and Notices of Assignments
6 and will continue to be in compliance throughout the term of the Agreement
7 with the County of Orange. Failure to comply shall constitute a material
8 breach of the Agreement and failure to cure such breach within sixty (60)
9 calendar days of notice from the COUNTY shall constitute grounds for
10 termination of the Agreement.

11 27.2 In the case of an individual contractor or contractor doing
12 business in a form other than an individual, CONTRACTOR agrees to furnish to
13 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

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

20 27.3 It is expressly understood that this data will be transmitted to
21 governmental agencies charged with the establishment and enforcement of child
22 support orders, and for no other purpose.

23 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

24 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
25 ensure that all employees, volunteers, consultants or agents performing
26 services under this Agreement report child abuse or neglect to one of the
27 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
28 abuse as defined in Section 15610.07 of the WIC to one of the agencies

1 specified in WIC Section 15630. CONTRACTOR shall require such employee,
2 volunteer, consultant or agent to sign a statement acknowledging the child
3 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
4 Penal Code and the dependent adult and elder abuse reporting requirements as
5 set forth in Section 15630 of the WIC and will comply with the provisions of
6 these code sections as they now exist or as they may hereafter be amended.

7 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

13 30. CONFIDENTIALITY

14 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
15 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
16 and all other provisions of law, and regulations promulgated thereunder
17 relating to privacy and confidentiality, as each may now exist or be hereafter
18 amended.

19 30.2 All records and information concerning any and all persons
20 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
21 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,
22 agents, and subcontractors. CONTRACTOR shall require all of its employees,
23 volunteers, agents, subcontractors and partners who may provide services for
24 CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before
25 commencing the provision of any such services, to maintain the confidentiality
26 of any and all materials and information with which they may come into
27 contact, or the identities or any identifying characteristics or information
28 with respect to any and all participants referred to CONTRACTOR by COUNTY,

1 except as may be required to provide services under this Agreement or to those
2 specified in this Agreement as having the capacity to audit CONTRACTOR, and as
3 to the latter, only during such audit. CONTRACTOR shall comply with any audits
4 specified in Paragraph 24, provide reports and any other information required
5 by COUNTY in the administration of this Agreement, and as otherwise permitted
6 by law.

7 30.3 CONTRACTOR shall inform all of its employees, volunteers, agents,
8 subcontractors and partners of this provision and that any person violating
9 the provisions of said California state law may be guilty of a crime.

10 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
11 be subject to the confidentiality requirements of this Agreement.

12 31. SECURITY

13 31.1 Security Requirements

14 31.1.1 CONTRACTOR agrees to maintain the confidentiality of all
15 COUNTY and COUNTY-related records and information pursuant to all statutory
16 laws relating to privacy and confidentiality that currently exists or exists
17 at any time during the term of this Agreement. CONTRACTOR represents and
18 warrants that it has implemented and will maintain during the term of this
19 Agreement administrative, physical, and technical safeguards to reasonably
20 protect private and confidential client information, to protect against
21 anticipated threats to the security or integrity of COUNTY data and to protect
22 against unauthorized physical or electronic access to or use of COUNTY data.
23 Such safeguards and controls shall include at a minimum:

24 31.1.1.1 Storage of confidential paper files that
25 ensures records are secured, handled, transported and destroyed in a manner
26 that prevents unauthorized access.

27 31.1.1.2 Control of access to physical and electronic
28 records to ensure COUNTY data is accessed only by individuals with a need to

1 know for the delivery of contract services.

2 31.1.1.3 Control to prevent unauthorized access and to
3 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
4 individuals.

5 31.1.1.4 Firewall protection.

6 31.1.1.5 Use of encryption methods of electronic
7 COUNTY data while in transit from CONTRACTOR networks to external networks,
8 when applicable.

9 31.1.1.6 Measures to securely store all COUNTY data,
10 including, but not be limited to, encryption at rest and multiple levels of
11 authentication and measures to ensure COUNTY data shall not be altered or
12 corrupted without COUNTY's prior written consent. CONTRACTOR further
13 represents and warrants that it has implemented and will maintain during the
14 term of this Agreement administrative, technical, and physical safeguards and
15 controls consistent with State and federal security requirements.

16 31.2 Security Breach Notification

17 31.2.1 CONTRACTOR shall have policies and procedures in place
18 for the effective management of Security Breaches, as defined below. In the
19 event of any actual, attempted, suspected, threatened, or reasonably
20 foreseeable circumstance CONTRACTOR experiences or learns of that either
21 compromises or could reasonably be expected to comprise COUNTY data through
22 unauthorized use, disclosure or acquisition of COUNTY data ("Security
23 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After
24 such notification, CONTRACTOR shall, at its own expense, immediately:

25 31.2.1.1 Investigate to determine the nature and
26 extent of the Security Breach.

27 31.2.1.2 Contain the incident by, among things,
28 attempting to recover records, revoking access and/or correcting weaknesses in

1 security.

2 31.2.1.3 Report to COUNTY the nature of the Security
3 Breach, the COUNTY data used or disclosed, the person who made the
4 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
5 done or will do to mitigate any harmful effect of the unauthorized use or
6 disclosure, and the corrective action CONTRACTOR has taken or will take to
7 prevent future similar unauthorized use or disclosure.

8 31.2.2 The COUNTY, at its sole discretion and on a case-by-case
9 basis, will determine what actions are necessary in response to the Security
10 Breach and who will perform these actions. Actions may include, but are not
11 limited to, notifications; investigation and remediation costs, including
12 notification of all whose personal information was disclosed; outside
13 investigation; forensics; counsel; crisis management; and credit monitoring.
14 In the event COUNTY determines CONTRACTOR will conduct additional action(s),
15 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional
16 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR
17 shall reimburse COUNTY for costs associated to legally required actions.

18 32. COPYRIGHT ACCESS

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

23 33. WAIVER

24 No delay or omission by either party hereto to exercise any right or
25 power accruing upon any noncompliance or default by the other party with
26 respect to any of the terms of this Agreement shall impair any such right or
27 power or be construed to be a waiver thereof. A waiver by either of the
28 parties hereto of any of the covenants, conditions, or agreements to be

1 performed by the other shall not be construed to be a waiver of any succeeding
2 breach thereof or of any other covenant, condition or agreement herein
3 contained.

4 34. PETTY CASH

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

7 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

8 35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.
9 The use and/or reproduction of COUNTY's name, logo, or symbol for any purpose,
10 including commercial advertisement, promotional purposes, announcements,
11 displays, or press releases, without COUNTY's prior written consent is
12 expressly prohibited.

13 35.2 CONTRACTOR may develop and publish information related to this
14 Agreement where all of the following conditions are satisfied:

15 35.2.1 ADMINISTRATOR provides its written approval of the
16 content and publication of the information at least 30 days prior to
17 CONTRACTOR publishing the information, unless a different timeframe for
18 approval is agreed upon by ADMINISTRATOR;

19 35.2.2 Unless directed otherwise by ADMINISTRATOR, the
20 information includes a statement that the program, wholly or in part, is
21 funded through COUNTY, State and Federal Government funds;

22 35.2.3 The information does not give the appearance that the
23 COUNTY, its officers, employees, or agencies endorse;

24 35.2.3.1 Any commercial product or service; and,

25 35.2.3.2 Any product or service provided by
26 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

27 35.2.4 If CONTRACTOR uses social media (such as Facebook,
28 Twitter, YouTube or other publicly available social media sites) to publish

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

7 36. COUNTY RESPONSIBILITIES

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

10 37. REPORTS

11 37.1 CONTRACTOR shall provide information deemed necessary by
12 ADMINISTRATOR to complete any State-required reports related to the services
13 provided under this Agreement.

14 37.2 CONTRACTOR shall maintain records and submit reports containing
15 such data and information regarding the performance of CONTRACTOR's services,
16 costs or other data relating to this Agreement, as may be requested by
17 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
18 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

19 38. ENERGY EFFICIENCY STANDARDS

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

23 39. ENVIRONMENTAL PROTECTION STANDARDS

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

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2 39.1 No facility to be utilized in the performance of the proposed
3 grant has been listed on the EPA List of Violating Facilities;

4 39.2 It will notify COUNTY prior to award of the receipt of any
5 communication from the Director, Office of Federal Activities, U.S. EPA,
6 indicating that a facility to be utilized for the grant is under consideration
7 to be listed on the EPA List of Violating Facilities; and

8 39.3 It will notify COUNTY and EPA about any known violation of the
9 above laws and regulations.

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

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

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

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

26 1) No federal appropriated funds have been paid or will
27 be paid to any person for influencing or attempting to influence an officer or
28 employee of any agency, a Member of Congress, an officer or employee of

1 Congress, or an employee of a Member of Congress on his or her behalf in
2 connection with the awarding of any federal contract, the making of any
3 federal grant, the making of any federal loan, the entering into of any
4 cooperative agreement, and the extension, continuation, renewal, amendment or
5 modification of any federal contract, grant, loan or cooperative agreement;

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

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

18 C. Submission of this certification and disclosure is a
19 prerequisite for making or entering into this Agreement imposed by Section
20 1352, Title 31, USC. Any person who makes an expenditure prohibited under
21 this provision or who fails to file or amend the disclosure form to be filed
22 or amended by this provision, shall be subject to a civil penalty of not less
23 than \$10,000, and not more than \$100,000, for each such failure.

24 41. POLITICAL ACTIVITY

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

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2 42. TERMINATION PROVISIONS

3 42.1 ADMINISTRATOR or CONTRACTOR may terminate this Agreement without
4 penalty, immediately with cause or after thirty (30) days written notice
5 without cause, unless otherwise specified. Notice shall be deemed served on
6 the date of mailing. Cause shall include, but not be limited to, any breach
7 of contract, any partial misrepresentation whether negligent or willful, fraud
8 on the part of CONTRACTOR, discontinuance of the services for reasons within
9 CONTRACTOR's reasonable control, and repeated or continued violations of
10 COUNTY ordinances unrelated to performance under this Agreement that in the
11 reasonable opinion of COUNTY indicate a willful or reckless disregard for
12 COUNTY laws and regulations. Exercise by either party of the right to
13 terminate this Agreement shall relieve COUNTY and CONTRACTOR of all further
14 obligations under this Agreement, except as stated in Paragraph 1.

15 42.2 For ninety (90) calendar days prior to the expiration date of this
16 Agreement, or upon notice of termination of this Agreement ("Transition
17 Period") by either party, CONTRACTOR agrees to cooperate with ADMINISTRATOR in
18 the orderly transfer of service responsibilities, active case records, and
19 pertinent documents. The Transition Period may be modified as agreed upon in
20 writing by the parties. During the Transition Period, service and data access
21 shall continue to be made available to COUNTY without alteration. CONTRACTOR
22 also shall assist COUNTY in extracting and/or transitioning all data in the
23 format determined by COUNTY.

24 42.3 In the event of termination of this Agreement by either party,
25 cessation of business by CONTRACTOR or any other event preventing CONTRACTOR
26 from continuing to provide services, CONTRACTOR shall not withhold the COUNTY
27 data or refuse for any reason, to promptly provide to COUNTY the COUNTY data
28 if requested to do so on such media as reasonably requested by COUNTY, even if

1 COUNTY is then or is alleged to be in breach of this Agreement.

2 42.4 The obligations of COUNTY under this Agreement are contingent upon
3 the availability of federal and/or State funds, as applicable, for the
4 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
5 for the services hereunder in the budget approved by the Orange County Board
6 of Supervisors each fiscal year this Agreement remains in effect or operation.
7 In the event that such funding is terminated or reduced, ADMINISTRATOR may
8 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
9 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
10 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
11 notification of such determination. CONTRACTOR shall immediately comply with
12 ADMINISTRATOR's decision.

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

17 43. GOVERNING LAW AND VENUE

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

27 44. SIGNATURE IN COUNTERPARTS

28 The parties agree that separate copies of this Agreement may be signed

1 by each of the parties, and this Agreement will have the same force and effect
2 as if the original had been signed by all the parties.

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

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

By: *Sandra Barry*

Sandra Barry, Chair
CHILDREN AND FAMILIES COMMISSION
OF ORANGE COUNTY

By: _____

CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 12-15-17

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 Stielor for
ROBIN STIELER
Clerk of Commission
Orange County, California

Dated: _____

Dated: 12-15-17

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: *Carolyn S. Frost*
DEPUTY

Dated: 12/11/17

APPROVED AS TO FORM:
HARPER & BURNS, LLP

By: *Alan Burns*
ALAN BURNS
Commission Special Counsel

Dated: 12/13/17

EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

FOR THE PRODUCTION AND DISTRIBUTION OF THE 24TH THROUGH 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

1 Attorney's Office.

2 2.3 Quick Guide: A booklet version of the Annual Report to be
3 published in PDF format online at <http://www.ochealthinfo.com/occp/report>,
4 which includes a summary of the primary indicators and other key information
5 from the full report.

6 2.4 Community Forums: Meetings that will be held in the various
7 supervisorial districts of the County of Orange where the Annual Report will
8 be promoted and distributed.

9 2.5 Executive Summary: Document that summarizes the contents of the
10 Annual Report.

11 2.6 Notice of Errata: Document that contains any and all errors within
12 the published Annual Report and the correction, thereof.

13 3. SERVICES

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

16 3.1 Annual Report Content, Development, and Distribution

17 CONTRACTOR shall:

18 3.1.1 Compose a high quality Annual Report that is accurate in
19 the data provided and consistent in writing style, format, and terminology
20 used throughout the document.

21 3.1.2 Utilize primary indicators to monitor progress/trends in
22 particular areas. The number and type of primary indicators will be
23 determined by the OCCP each contract year.

24 3.1.3 Present primary indicators in four sections - Good
25 Health, Economic Well-Being, Educational Achievement, and Safe Homes and
26 Communities, which shall be approved by the OCCP each year. COUNTY shall have
27 the right to modify and/or replace primary indicators with other(s) it
28 identifies.

1 3.1.4 Ensure each primary indicator is limited to two (2) pages
2 and includes information on the following: description, why it's important,
3 and the findings, including summary of chart data and national and State data
4 when available.

5 3.1.5 Collect data for secondary indicators. The number and
6 type of secondary indicators will be determined by the OCCP each contract
7 year. Secondary indicators will be published PDF format online at
8 <http://www.ochealthinfo.com/occp/report> and not included in the Annual Report.

9 3.1.6 Present secondary indicators in four (4) sections - Good
10 Health, Economic Well-Being, Educational Achievement, and Safe Homes and
11 Communities, which shall be approved by the OCCP each year. COUNTY shall have
12 the right to modify and/or replace secondary indicators with other(s) it
13 identifies.

14 3.1.7 Collect data for supplemental tables that do not fall
15 under a primary indicator; however, supplemental tables shall be published in
16 PDF format online at <http://www.ochealthinfo.com/occp/report> and not be
17 included in the Annual Report.

18 3.1.8 Provide data source for all charts and tables below the
19 chart and table.

20 3.1.9 Utilize a graphic designer to produce a high end report
21 utilizing a four-color scheme and color charts and graphs.

22 3.1.10 Collaborate with Contributing Agencies identified by
23 COUNTY. In addition to SSA, these shall include, but not be limited to,
24 County's Health Care Agency, Orange County Department of Education, County's
25 District Attorney's Office, Orange County Probation and Orange County Child
26 Support Services to gather data on the indicators, to be included in the
27 Annual Report or online.

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1 3.1.10.1 Upon receipt of data from Contributing
2 Agencies, CONTRACTOR shall compile said data into supplemental tables and
3 submit to COUNTY. CONTRACTOR shall allow COUNTY a minimum of fifteen (15)
4 business days to complete a review for accuracy and provide feedback to
5 CONTRACTOR.

6 3.1.11 Facilitate subcommittee meetings, which shall include
7 COUNTY, CONTRACTOR, subcontractors (as applicable), and others as determined
8 appropriate by COUNTY. CONTRACTOR shall coordinate subcommittee meetings to
9 be held at minimum once a month to monitor progress of data collection, Annual
10 Report development, and the Community Forum planning.

11 3.1.12 Select a cover picture/theme for the Annual Report.
12 CONTRACTOR shall obtain prior approval of the draft cover picture/theme from
13 the OCCP.

14 3.1.13 Thoroughly review and proofread the Annual Report to
15 ensure complete accuracy, and identify data and printing errors. If any
16 errors are discovered after the Annual Report is printed, CONTRACTOR shall be
17 responsible for preparing a Notice of Errata, and providing same to COUNTY for
18 posting with the Annual Report and Quick Guide (see Subparagraph 3.1.19 below)
19 on COUNTY website, at no additional expense to COUNTY.

20 3.1.14 Provide COUNTY with a final edited version of the Annual
21 Report after final editing by CONTRACTOR, following the timeline specified in
22 Subparagraph 3.6.

23 3.1.15 Edit the Annual Report based on review and approval by
24 COUNTY. COUNTY reserves final editing rights for the Annual Report.

25 3.1.16 Review and analyze the data to develop an Executive
26 Summary for the Annual Report. Executive Summary shall include: brief
27 description of the OCCP, background/demographics of Orange County, criteria
28 for indicators, present and future data priorities, and brief conclusion (i.e.

1 areas where progress has been made, call to action).

2 3.1.17 Develop a booklet version of the Annual Report,
3 hereinafter referred to as "Quick Guide," up to twenty (20) pages in length,
4 8.5 inches x 11 inches in size, which shall include a summary of the primary
5 indicators and other key information from the full report. CONTRACTOR shall
6 provide a draft of the Quick Guide to COUNTY by mid-October (each contracted
7 year) to review for accuracy and provide feedback to CONTRACTOR. Upon
8 approval of COUNTY, this Quick Guide will be posted as an online resource.
9 COUNTY shall maintain the right to determine if the Quick Guide will be
10 completed and may instruct the CONTRACTOR not to complete in any or all of the
11 contracted years.

12 3.1.18 Prepare the Executive Summary in an electronic format
13 (HTML/PDF) that meets Americans with Disabilities Act requirements, and can be
14 posted on the Internet, distributed through other technology (such as
15 Dropbox), and copied on CD-ROM.

16 3.1.19 Prepare the Annual Report and Quick Guide in an
17 electronic format (HTML/PDF/or other format as designated by OCCP and approved
18 by ADMINISTRATOR) that meets Americans with Disabilities Act requirements, and
19 can be posted on the Internet, distributed through other technology (such as
20 Dropbox), and copied on CD-ROM. The electronic version of the Annual Report
21 shall be user-friendly, easy to download section-by-section, and hyperlinked
22 to the related maps and supplemental information with the report. CONTRACTOR
23 shall obtain prior approval from COUNTY before publishing.

24 3.1.20 Print and distribute between one thousand five hundred
25 (1,500) and three thousand (3,000) copies of the Annual Report, as determined
26 by COUNTY and/or the OCCP. ADMINISTRATOR may adjust the number and type of
27 copies to be produced, within the budget specified in this Agreement, to meet
28 community demand.

1 3.1.21 Prepare publication-ready print versions of the Annual
2 Report on three (3) CD-ROMs, or through other technology requested by
3 ADMINISTRATOR (such as Dropbox) following the timeline specified in Paragraph
4 3.6.

5 3.1.22 Develop and implement a strategy for marketing,
6 promoting, and distributing the Annual Report.

7 3.1.23 Distribute the Annual Report to OCCP member agencies and
8 to Orange County City and County officials, libraries, law enforcement
9 agencies, legislature, universities, and others as determined by COUNTY.

10 3.2 Data Collection and Matrix

11 CONTRACTOR shall:

12 3.2.1 Develop a matrix of all data items due from Contributing
13 Agencies to CONTRACTOR indicating the data elements, source(s), and a
14 timetable for delivery. CONTRACTOR shall update and provide the matrix to
15 COUNTY and/or the OCCP on a monthly basis once CONTRACTOR has begun the data
16 collection process.

17 3.2.2 Collect relevant data, narrative analysis, and
18 illustrative examples regarding the status of children in Orange County from a
19 variety of agencies based on the list of indicators in the prior Annual
20 Reports and any additional indicators selected by the OCCP. List of
21 indicators are subject to change each year and shall be approved by the OCCP.
22 COUNTY shall have the right to modify and/or replace secondary indicators with
23 other(s) it identifies.

24 3.2.3 Update the tables, charts, maps, and graphs with the most
25 recent ten (10) years of data, breaking out ethnicity, age, gender, socio-
26 economic, and geographic data as available.

27 3.2.4 Utilize approximately ten (10) years of data. CONTRACTOR
28 will footnote in the Annual Report when available data is for a period less

1 than ten (10) years.

2 3.2.5 Create tables, charts, maps, and graphs for new
3 indicators in accordance with available data, as appropriate.

4 3.2.6 Collaborate with Contributing Agencies, research, and
5 present comparable national and State data on indicators, and cite all data
6 sources.

7 3.2.7 Compile information into a consistent display format
8 approved by the OCCP. All data contained in the Annual Report will cite
9 specific source(s).

10 3.3 Community Forums

11 CONTRACTOR shall:

12 3.3.1 Work with COUNTY, the OCCP, each Board of Supervisors'
13 office, and community partners to plan and convene up to five (5) Community
14 Forums within County of Orange supervisorial districts if the Board offices so
15 determine to hold such forum(s) for each year of this Agreement, to promote
16 and distribute the Annual Report. CONTRACTOR and COUNTY may mutually agree to
17 increase or decrease the number of forums.

18 3.3.2 Secure sites for the Community Forums with room size
19 capacity to accommodate approximately one hundred fifty (150) people. In
20 order to meet the needs of the individual communities where the Community
21 Forums will be held, COUNTY reserves the right to require a larger venue if
22 deemed necessary. CONTRACTOR shall provide refreshments and handle the
23 logistics for said events, including, but not limited to, audio/visual needs,
24 processing RSVPs, preparing name tags, and checking in attendees at the event.

25 3.3.3 Connect with community agencies within each supervisorial
26 district in the planning and outreach for the Community Forums. Community
27 Forums will be held after Orange County Board of Supervisor's approval of the
28 Annual Report and no later than February 28, of each year. COUNTY may modify

1 this date as it determines to best meet the need of the COUNTY.

2 3.3.4 Recruit at least one (1) keynote speaker with
3 professional expertise in the area as identified by the OCCP for each
4 Community Forum. The topics will vary for each Community Forum.

5 3.3.5 Obtain prior approval of keynote speaker(s) from
6 ADMINISTRATOR and/or the OCCP prior to each Community Forum.

7 3.3.6 Market and advertise the Community Forums.

8 3.3.7 Develop the agenda for the Community Forums, and obtain
9 prior approval from COUNTY and/or the OCCP following the timeline specified in
10 Paragraph 3.6.

11 3.4 PowerPoint Presentation

12 CONTRACTOR shall:

13 3.4.1 Create a PowerPoint presentation for review and comment
14 by COUNTY in approximately September of each year, but no later than four (4)
15 weeks prior to the scheduled Board of Supervisors' hearing in or around
16 October of each year, as determined by COUNTY.

17 3.4.2 Include the following information from the Annual Report
18 in the PowerPoint presentation: slides of tables with corresponding page
19 number references and detailed descriptions of the information and
20 illustrations presented with charts, tables, and graphs.

21 3.4.3 Edit and finalize the PowerPoint presentation, in
22 accordance with COUNTY's instructions, at least three (3) weeks prior to the
23 aforementioned scheduled Board of Supervisors' hearing date.

24 3.4.4 Attend the scheduled Board of Supervisors' hearing, in
25 addition to the Children and Families Commission of Orange County Meeting, or
26 as otherwise determined by COUNTY, to present and/or respond to questions
27 regarding the Annual Report data or sources of data.

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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 2018 Annual Report according to the following timeline:

2018 Dates	Activity
3 rd Thursday of each month	CONTRACTOR attendance is mandatory at all OCCP meetings (Subparagraph 3.5.1) above
April 1	Begin receiving data from Contributing Agencies
April 19	Present proposed Annual Report format and indicators at the OCCP monthly meeting
June 21	Present preliminary draft at OCCP meeting
July 9	Receive comments from OCCP and Contributing Agencies on preliminary draft
July 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 9	Deliver final Annual Report draft to OCCP members no later than one (1) week prior to the August OCCP meeting
August 16	Review and approve the Annual Report at OCCP monthly meeting
September 14	Provide final edited version of Annual Report to COUNTY for final approval
October 16	Orange County Board of Supervisors Meeting to approve Annual Report
October 18	Deliver final Annual Report, draft Quick Guide, and CDs at OCCP monthly meeting

3.6.2 CONTRACTOR will prepare 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 8:30 a.m. to 5:30 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.

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5. GOALS, STRATEGIES and OUTCOME 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).

6. REPORTING REQUIREMENTS

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

7. FACILITY REQUIREMENTS

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

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

8. BUDGET

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

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<u>LINE ITEMS:</u>	<u>Annual Budget</u>
<u>Subcontractors</u>	
Project Manager (in-Kind from CFCOC)	30,000
Graphic Designer	19,000
Evaluation Firm (Data Researcher(s)/Technical Writer(s) / Editor(s))	83,000
Printer	<u>7,500</u>
Subtotal Subcontractors	\$139,500
<u>SERVICES AND SUPPLIES</u>	
Program Expense for Community Forums ⁽¹⁾	<u>3,500</u>
Subtotal Services and Supplies	\$3,500
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.

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 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.

1 9. SUBCONTRACTOR POSITIONS/SERVICES

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

4 9.1 Project Manager

5 9.1.1 Duties: Responsible for project management and oversight;
6 budget management; planning, coordinating, and conducting Community Forums;
7 attending all required meetings; collaborating with subcontractors to ensure
8 timely and effective development of the Annual Report content and production;
9 overseeing production, marketing, and distribution of the Annual Report; and
10 serving as the CFCOC liaison with ADMINISTRATOR and OCCP.

11 9.1.2 Minimum Qualifications: Master's Degree from an
12 accredited university; five (5) years experience in management, composition,
13 production, distribution of reports; and excellent written and interpersonal
14 communication skills.

15 9.2 Evaluation Firm (Data Researcher/Technical Writer/Editor)

16 9.2.1 Duties: Collect data and research all indicators (primary
17 and secondary), analyze data, develop tables, charts, graphs, writing,
18 narrative descriptions, and edit report (including electronic versions).

19 9.2.2 Minimum Qualifications: Evaluation firm will have
20 experience in developing reports focused on countywide trend data. Firm will
21 utilize staff with various levels of education and expertise to complete
22 report.

23 9.3 Graphic Designer

24 9.3.1 Duties: Responsible for the graphic design and providing
25 Community Forum collaterals such as registration flyers, a template with the
26 cover image incorporated for use on the agenda, and other similar materials.

27 9.3.2 Minimum Qualifications: Bachelor's degree in
28 communications, graphic arts, or related field; and two (2) years' experience

1 in graphic design and report production.

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