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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CHILDREN'S HOME SOCIETY OF CALIFORNIA
FOR THE PROVISION OF
TEAM DECISION MAKING PROGRAM CHILD CARE SERVICES

THIS AGREEMENT, entered into this 1st day of July, 2016, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and CHILDREN'S HOME SOCIETY OF CALIFORNIA, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Team Decision Making Program Child Care Services; and

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

WHEREAS, such services are authorized and provided for pursuant to Welfare and Institutions Code Section 16501 et seq., which define and describe child welfare services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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TABLE OF CONTENTS

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

1 1. TERM

2 The term of this Agreement shall commence on July 1, 2016, and terminate
3 on June 30, 2021, unless earlier terminated pursuant to the provisions of
4 Paragraph 43 of this Agreement; however, CONTRACTOR shall be obligated to
5 perform such duties as would normally extend beyond this term, including but
6 not limited to, obligations with respect to indemnification, audits, reporting
7 and accounting.

8 2. ALTERATION OF TERMS

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

16 3. STATUS OF CONTRACTOR

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

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

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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's Home Society of California for the Provision of Team
5 Decision Making Program Child Care Services, attached hereto and incorporated
6 herein by reference. CONTRACTOR shall operate continuously throughout the
7 term of this Agreement with the number and type of staff described and as
8 required for provision of services hereunder.

9 4.2 Subject to thirty (30) days advance notice, ADMINISTRATOR may,
10 require changes in staffing allocations to reflect current workload demands or
11 service needs as long as COUNTY's maximum obligation as set forth in this
12 Agreement is not exceeded.

13 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
14 appropriate staff to attend an orientation session and subsequent training
15 sessions given by COUNTY.

16 5. LICENSES AND STANDARDS

17 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
18 required by the laws of the United States, State of California, County of
19 Orange and all other appropriate governmental agencies, to perform the
20 services described in this Agreement, and agrees to maintain these licenses
21 and permits in effect for the duration of this Agreement. Further, CONTRACTOR
22 warrants that its employees shall conduct themselves in compliance with such
23 laws and licensure requirements including, without limitation, compliance with
24 laws applicable to sexual harassment and ethical behavior.

25 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
26 unless waived in whole or in part by ADMINISTRATOR, with all applicable
27 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
28 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part

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

6 5.2.1 For Federally funded Agreements in the amount of \$25,000 or
7 more, CONTRACTOR certifies that its officers and/or principals are not
8 debarred or suspended from Federal financial assistance programs and/or
9 activities.

10 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

11 6.1 Delegation and Assignment:

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

21 6.2 Subcontracts:

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

1 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

2 7.1 Form of Business Organization:

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

7 7.1.1 The form of CONTRACTOR's business organization, i.e.,
8 proprietorship, partnership, corporation, etc.

9 7.1.2 A detailed statement indicating the relationship of
10 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
11 individual.

12 7.1.3 A detailed statement indicating the relationship of
13 CONTRACTOR to any subsidiary business organization or to any individual who
14 may be providing services, supplies, material or equipment to CONTRACTOR or in
15 any manner does business with CONTRACTOR under this Agreement.

16 7.2 Change in Form of Business Organization:

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

24 7.3 Real Property Disclosure:

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

1 to the provision of services under this Agreement:

2 7.3.1 The location by street address and city of any such real
3 property.

4 7.3.2 The fair market value of any such real property as such
5 value is reflected on the most recently issued County Tax Collector's tax
6 bill.

7 7.3.3 A detailed description of all existing and pending
8 agreements, with respect to the use or occupation of any such real property.
9 Such description shall include, but not be limited to:

10 7.3.3.1 The term duration of any rental, lease or
11 license agreement;

12 7.3.3.2 The amount of monetary consideration to be paid
13 to the lessor or licensor over the term of the rental, lease or license
14 agreement;

15 7.3.3.3 The type and dollar value of any other
16 consideration to be paid to the lessor or licensor; and

17 7.3.3.4 The full names and addresses of all parties to
18 any agreement concerning the real property and a listing of liens (if any)
19 thereof, together with a listing by full names and addresses of all officers,
20 directors and stockholders of any private corporation, and a similar listing
21 of all general and limited partners of any partnership which is a party.

22 7.3.4 A listing by full names of all of CONTRACTOR's officers,
23 directors and/or partners, members of its administrative and advisory boards,
24 staff and consultants, who have any family relationship by marriage or blood
25 with a party to any agreement concerning real property referred to in
26 Subparagraph 7.3.3, immediately above, or who have any present or future
27 financial interest in such person's business, whether the entity concerned is
28 a corporation or partnership. Such listing shall also include the full names

1 of all of CONTRACTOR's officers, directors, partners and those holding a
2 financial interest. Included are members of its advisory boards, members of
3 its staff and consultants, who have any family relationship by marriage or
4 blood to an officer, director, or stockholder of the corporation or to any
5 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
6 also indicate the names of the officers, directors, stockholders, or
7 partner(s), as appropriate, and the family relationship which exists between
8 such person(s) and CONTRACTOR's representatives listed.

9 7.3.5 True and correct copies of all agreements with respect to
10 any such real property shall be appended to the documentation described above
11 and made a part thereof. If, during the term of this Agreement, there is a
12 change in the agreement(s) with respect to real property where persons receive
13 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
14 describing such changes.

15 8. USE OF COUNTY PROPERTY

16 8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
17 space, office furniture, and office equipment located in any and all offices
18 and COUNTY facilities at which CONTRACTOR shall be co-located with COUNTY
19 staff pursuant to this Agreement, as is more particularly set forth in that
20 certain lease or license agreement described in Subparagraph 8.2, below. As
21 stated in the lease or license agreement, said office space, office furniture,
22 and equipment shall be used solely by employees of CONTRACTOR while performing
23 their assigned duties pursuant to this Agreement.

24 8.2 CONTRACTOR shall enter into a rent-free lease or license agreement
25 with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute
26 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
27 of said document to CONTRACTOR. Failure to execute the lease or license
28 agreement will result in a breach of this Agreement.

1 8.3 CONTRACTOR is responsible for any costs associated with Fair
2 Employment and Housing Act and Americans with Disabilities Act accommodations
3 for its own employees at COUNTY facilities. COUNTY may, in its sole
4 discretion and on a case-by-case basis, provide for such accommodations at no
5 cost to CONTRACTOR.

6 9. NON-DISCRIMINATION

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

17 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
18 meets the lawful and applicable requirements of the U.S. Department of Health
19 and Human Services.

20 9.3 CONTRACTOR shall furnish any and all information requested by
21 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
22 books, records and accounts in order to ascertain CONTRACTOR's compliance with
23 Paragraph 9 et seq.

24 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
25 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
26 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

27 9.5 Non-Discrimination in Employment

28 9.5.1 All solicitations or advertisements for employees placed by

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

10 9.5.2 CONTRACTOR shall refer any and all employees desirous of
11 filing a formal discrimination complaint to:

12 California Department of Social Services

13 Public Inquiry and Response Bureau

14 P.O. Box 944243, M.S. 8-3-23

15 Sacramento, CA 94244-2430

16 Telephone: (800) 952-5253

17 (800) 952-8349 (For the hard of hearing)

18 9.6 Non-Discrimination in Service Delivery

19 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the Civil
20 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973,
21 as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act
22 of 1977, as amended, and in particular 7 CFR Section 272.6; Title II of the
23 Americans with Disabilities Act of 1990; as amended; California Civil Code
24 Section 51 et seq., as amended; California Government Code (CGC) Sections
25 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
26 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
27 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
28 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;

1 and other applicable Federal and State laws, as well as their implementing
2 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
3 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
4 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or
5 be hereafter amended. CONTRACTOR shall not implement any administrative
6 methods or procedures which would have a discriminatory effect or which would
7 violate the California Department of Social Services (CDSS) Manual of Policies
8 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
9 of this paragraph, CDSS shall have the right to invoke fiscal sanctions or
10 other legal remedies in accordance with WIC Section 10605, or Government Code
11 Sections 11135-11139.5, or any other laws, or the issue may be referred to the
12 appropriate Federal agency for further compliance action and enforcement of
13 Subparagraph 9.6 et seq.

14 9.6.2 CONTRACTOR shall provide any and all clients desirous of
15 filing a formal complaint any and all information as appropriate:

16 9.6.2.1 Pamphlet: "Your Rights Under California Welfare
17 Programs" (PUB 13).

18 9.6.2.2 Discrimination Complaint Form

19 9.6.2.3 Civil Rights Contacts:

20 County Civil Rights Contact:

21 Orange County Social Services Agency

22 Program Integrity

23 Attn: Civil Rights Coordinator

24 P.O. Box 22001

25 Santa Ana, CA 92702-2001

26 Telephone: (714) 438-8877

27 State Civil Rights Contact:

28 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

10. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
500 N. State College Blvd., Suite 100
Orange, CA 92868-1673

CONTRACTOR: Children's Home Society of California
1300 West Fourth Street
Los Angeles, CA 90017

10.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

11. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one

1 (1) business day, give notice thereof, including all relevant information with
2 respect thereto, to the other party.

3 12. INDEMNIFICATION

4 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
5 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
6 State, COUNTY, and their elected and appointed officials, officers, employees,
7 agents and those special districts and agencies which COUNTY's Board of
8 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
9 any claims, demands or liability of any kind or nature, including but not
10 limited to personal injury or property damage, arising from or related to the
11 services, products or other performance provided by CONTRACTOR pursuant to
12 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
13 court of competent jurisdiction because of the concurrent active negligence of
14 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
15 be apportioned as determined by the court. Neither party shall request a jury
16 apportionment.

17 13. INSURANCE

18 13.1 Prior to the provision of services under this Agreement,
19 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
20 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
21 endorsements required herein, necessary to satisfy COUNTY that the insurance
22 provisions of this Agreement have been complied with, and to keep such
23 insurance coverage and the certificates therefore on deposit with
24 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall
25 ensure that all subcontractors performing work on behalf of CONTRACTOR
26 pursuant to this agreement shall be covered under CONTRACTOR's insurance as an
27 additional Insured or maintain insurance subject to the same terms and
28 conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow

1 subcontractors to work if subcontractors have less than the level of coverage
2 required by County from CONTRACTOR under this agreement. It is the obligation
3 of CONTRACTOR to provide notice of the insurance requirements to every
4 subcontractor and to receive proof of insurance prior to allowing any
5 subcontractor to begin work. Such proof of insurance must be maintained by
6 CONTRACTOR through the entirety of this agreement for inspection by COUNTY
7 representative(s) at any reasonable time.

8 13.2 CONTRACTOR shall ensure that all subcontractors performing work
9 on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
10 subject to the same terms and conditions as set forth herein for CONTRACTOR.

11 13.3 All self-insured retentions (SIRs) and deductibles shall be
12 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
13 apply, indicate this on the Certificate of Insurance with a "0" by the
14 appropriate line of coverage. Any self-insured retention (SIR) or deductible
15 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
16 specifically be approved by the County Executive Office (CEO)/Office of Risk
17 Management upon review of CONTRACTOR's current audited financial report.

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

20 13.5 QUALIFIED INSURER

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

27 13.6 If the insurance carrier does not have an A.M. Best Rating of A-
28 /VIII, the CEO/Office of Risk Management retains the right to approve or

1 reject a carrier after a review of the company's performance and financial
2 rating.

3 13.7 The policy or policies of insurance maintained by CONTRACTOR
4 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
Sexual Misconduct Liability	\$1,000,000 Per occurrence

12 13.8 Required Coverage Forms

13 13.8.1 Commercial General Liability coverage shall be written on
14 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
15 liability coverage at least as broad.

16 13.8.2 Business Auto Liability coverage shall be written on ISO
17 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
18 coverage at least as broad.

19 13.9 Required Endorsements

20 13.9.1 Commercial General Liability policy shall contain the
21 following endorsements, which shall accompany the Certificate of Insurance:

22 13.9.1.1 An Additional Insured endorsement using ISO form
23 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
24 its elected and appointed officials, officers, employees, agents as Additional
25 Insureds.

26 13.9.1.2 A primary non-contributing endorsement
27 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
28 insurance maintained by the County of Orange shall be excess and non-

1 contributing.

2 13.10 All insurance policies required by this Agreement shall waive all
3 rights of subrogation against the County of Orange, its elected and appointed
4 officials, officers, agents and employees when acting within the scope of
5 their appointment or employment.

6 13.11 The Workers' Compensation policy shall contain a waiver of
7 subrogation endorsement waiving all rights of subrogation against the County
8 of Orange, its elected and appointed officials, officers, agents and
9 employees.

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

15 13.13 The Commercial General Liability policy shall contain a
16 severability of interests clause also known as a "separation of insureds"
17 clause (standard in the ISO CG 0001 policy).

18 13.14 Insurance certificates should be mailed to COUNTY at the address
19 indicated in Paragraph 10 of this Agreement.

20 13.15 If CONTRACTOR fails to provide the insurance certificates and
21 endorsements within seven (7) days of notification by CEO/County Procurement
22 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

23 13.16 COUNTY expressly retains the right to require CONTRACTOR to
24 increase or decrease insurance of any of the above insurance types throughout
25 the term of this Agreement. Any increase or decrease in insurance will be as
26 deemed by County of Orange Risk Manager as appropriate to adequately protect
27 COUNTY.

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

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

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

11 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

12 CONTRACTOR shall report to COUNTY:

13 14.1 Any accident or incident relating to services performed under
14 this Agreement which involves injury or property damage which may result in
15 the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such
16 report shall be made in writing within twenty-four (24) hours of occurrence.

17 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
18 from or related to services performed by CONTRACTOR under this Agreement.
19 Such report shall be submitted to COUNTY within twenty-four (24) hours of
20 occurrence.

21 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
22 property. Such report shall be submitted to COUNTY within twenty-four (24)
23 hours of occurrence.

24 14.4 Any loss, disappearance, destruction, misuse, or theft of any
25 kind whatsoever of COUNTY property, monies, or securities entrusted to
26 CONTRACTOR under the term of this Agreement. Such report shall be submitted
27 to COUNTY within twenty-four (24) hours of occurrence.

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1 15. CONFLICT OF INTEREST

2 15.1 CONTRACTOR shall exercise reasonable care and diligence to
3 prevent any actions or conditions that could result in a conflict with the
4 best interests of COUNTY. This obligation shall apply to CONTRACTOR's
5 employees, agents, relatives, subcontractors, and third parties associated
6 with accomplishing the work hereunder.

7 15.2 CONTRACTOR's efforts shall include, but not be limited to,
8 establishing precautions to prevent its employees or agents from making,
9 receiving, providing, or offering gifts, entertainment, payments, loans, or
10 other considerations which could be deemed to appear to influence individuals
11 to act contrary to the best interests of COUNTY.

12 16. ANTI-PROSELYTISM PROVISION

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

17 17. SUPPLANTING GOVERNMENT FUNDS

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

27 18. EQUIPMENT

28 18.1 All items purchased with funds provided under this Agreement or

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

9 CONTRACTOR further agrees to the following:

10 18.1.1 To maintain all items of Capital Equipment in good working
11 order and condition, normal wear and tear excepted.

12 18.1.2 To label all items of Capital Equipment, do periodic
13 inventories as required by ADMINISTRATOR and to maintain an inventory list
14 showing where and how the Capital Equipment is being used, in accordance with
15 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
16 ADMINISTRATOR within ten (10) days of any request therefor.

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

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

27 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be
28 requested in writing, shall require the prior written approval of

1 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
2 appropriate and directly related to CONTRACTOR's service or activity under the
3 terms of the Agreement. COUNTY may refuse reimbursement for any costs
4 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
5 if prior written approval has not been obtained from ADMINISTRATOR.

6 18.3 Personal Computer Equipment:

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

10 19. BREACH SANCTIONS

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

16 19.1 Afford CONTRACTOR a time period within which to cure the breach,
17 which period shall be established by ADMINISTRATOR; and/or

18 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
19 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
20 later recovery; and/or

21 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
22 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

26 20. PAYMENTS

27 20.1 Maximum Contractual Obligation:

28 The maximum obligation of COUNTY under this Agreement shall not

1 exceed the amount of \$300,000: the amount \$60,000 for July 1, 2016 through June
2 30, 2017; the amount of \$60,000 for July 1, 2017 through June 30, 2018; the
3 amount of \$60,000 for July 1, 2018 through June 30, 2019; the amount of \$60,000
4 for July 1, 2019 through June 30, 2020; and the amount \$60,000 for July 1, 2020
5 through June 30, 2021, or actual allowable costs, whichever is less.

6 20.2 Allowable Costs:

7 During the term of this Agreement, COUNTY shall pay CONTRACTOR
8 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
9 pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by
10 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
11 for anticipated allowable costs that will be incurred by CONTRACTOR for June
12 2017, 2018, 2019, 2020, and/or 2021, during the month of such anticipated
13 expenditure.

14 20.3 Claims:

15 20.3.1 CONTRACTOR shall submit monthly claims to be received by
16 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
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, and Christmas Day.

23 20.3.2 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 the COUNTY's Auditor-Controller.
2 CONTRACTOR shall retain all financial records in accordance with Paragraph 25
3 (Records, Inspections, and Audits) of this Agreement.

4 20.3.3 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 20.3.4 Year End and Final Claims:

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

16 20.3.4.2 The basis for final settlement shall be the
17 actual allowable costs as defined in Title 48 CFR and OMB Circular A-122),
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 20.3.5 Seventy-Five Percent Expenditure Notification:

26 20.3.5.1 CONTRACTOR shall maintain a system of record
27 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
28 five percent (75%) of the total contract authorizations under this Agreement.

1 Upon occurrence of this event, CONTRACTOR shall send written notification to
2 ADMINISTRATOR.

3 21. OVERPAYMENTS

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

17 22. OUTSTANDING DEBT

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

21 23. FINAL REPORT

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

27 24. INDEPENDENT AUDIT

28 24.1 CONTRACTOR shall employ a licensed certified public accountant

1 who shall prepare and file with ADMINISTRATOR an annual organization-wide
2 audit of related expenditures during the term of this Agreement in compliance
3 with the OMB Circular A-133, Audits of States, Local Governments and Non-
4 Profit Organizations. The audit must be performed in accordance with
5 generally accepted government auditing standards and 2 CFR part 230.
6 CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to
7 ensure that corrective action is taken within six (6) months after issuance of
8 all audit reports with regard to audit exceptions.

9 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
10 covers July 1, through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
11 of organization-wide audits for each of the fiscal cycles corresponding with
12 the term of this Agreement. CONTRACTOR shall provide each audit within
13 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
14 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
15 payment under this or any subsequent Agreement with CONTRACTOR until such time
16 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
17 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

18 25. RECORDS, INSPECTIONS AND AUDITS

19 25.1 Financial Records:

20 25.1.1 CONTRACTOR shall prepare and maintain accurate and
21 complete financial records. Financial records shall be retained, by
22 CONTRACTOR, for a minimum of five (5) years from the date of final payment
23 under this Agreement or until all pending COUNTY, State and Federal audits are
24 completed, whichever is later.

25 25.1.2 CONTRACTOR shall establish and maintain reasonable
26 accounting, internal control and financial reporting standards in conformity
27 with generally accepted accounting principles established by the American
28 Institute of Certified Public Accountants and to the satisfaction of

1 ADMINISTRATOR.

2 25.2 Client Records:

3 25.2.1 CONTRACTOR shall prepare and maintain accurate and
4 complete records of clients served and dates and type of services provided
5 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

6 25.2.2 All client records related to services provided under the
7 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
8 (5) years from the date of final payment under this Agreement or until all
9 pending COUNTY, State and Federal audits are completed, whichever is later.
10 Notwithstanding anything to the contrary, upon termination of this Agreement,
11 CONTRACTOR shall relinquish control with respect to client records to COUNTY
12 in accordance with Subparagraph 43.2.

13 25.2.3 COUNTY may refuse payment for a claim if client records
14 are determined by COUNTY to be incomplete or inaccurate. In the event client
15 records are determined to be incomplete or inaccurate after payment has been
16 made, COUNTY may treat such payment as an overpayment within the provisions of
17 this Agreement.

18 25.3 Public Records:

19 With the exception of client records or other records referenced
20 in Paragraph 31 entitled Confidentiality, all records, including but not
21 limited to, reports, audits, notices, claims, statements and correspondence,
22 required by this Agreement may be subject to public disclosure. COUNTY will
23 not be liable for any such disclosure.

24 25.4 Inspections and Audits:

25 25.4.1 The U.S. Department of Health and Human Services,
26 Comptroller General of the United States, Director of CDSS, State Auditor-
27 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
28 Department, or any of their authorized representatives, shall have access to

1 any books, documents, papers and records, including medical records, of
2 CONTRACTOR which any of them may determine to be pertinent to this Agreement
3 for the purpose of financial monitoring. Further, all the above mentioned
4 persons have the right at all reasonable times to inspect or otherwise
5 evaluate the work performed or being performed under this Agreement and the
6 premises in which it is being performed.

7 25.4.2 CONTRACTOR shall make its books and financial records
8 available within the borders of Orange County within ten (10) days after
9 receipt of written demand by ADMINISTRATOR.

10 25.4.3 In the event CONTRACTOR does not make available its books
11 and financial records within the borders of Orange County, CONTRACTOR agrees
12 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
13 designee, necessary to obtain CONTRACTOR's books and financial records.

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

19 26. PERSONNEL DISCLOSURE

20 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list
21 of all personnel providing services hereunder, including résumés and job
22 applications. Changes to the list will be immediately provided to
23 ADMINISTRATOR in writing, along with a copy of a resume and/or job
24 application. The list shall include:

25 26.1.1 Names and dates of birth of all full or part-time
26 personnel by title, including volunteer personnel, whose direct services are
27 required to provide the programs described herein;

28 26.1.2 A brief description of the functions of each position and

1 the hours each person works each week, or for part-time personnel each day or
2 month, as appropriate;

3 26.1.3 The professional degree, if applicable, and experience
4 required for each position; and

5 26.1.4 The language skill, if applicable, for all personnel.

6 26.2 Where authorized by law, CONTRACTOR's employment applications
7 shall require applicants to provide detailed information regarding the
8 conviction of a crime by any court, for offenses other than minor traffic
9 offenses. Information not disclosed in the employment application discovered
10 subsequent to the hiring or promotion of any applicant shall be cause for
11 termination of that employee from the performance of services under this
12 Agreement.

13 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
14 the COUNTY, a clearance on the following public websites the names and dates
15 of birth for all employees and/or volunteers who will have direct, interactive
16 contact with clients served through this Agreement: U.S. Department of Justice
17 National Sex Offender website (www.nsopw.gov) and Megan's Law Sex Offender
18 Registry (www.meganslaw.ca.gov).

19 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
20 COUNTY, a criminal record background check on all employees (direct service
21 and administrative) funded through this Agreement and also all non-funded
22 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
23 interactive conduct with clients served through this Agreement. Background
24 checks conducted through the California Department of Justice shall include a
25 check of the California Central Child Abuse Index, when applicable.
26 Candidates will satisfy background checks consistent with this Paragraph and
27 their performance of services under this Agreement.

28 26.5 In the event a record is revealed through the process described

1 in Subparagraphs 26.3 and 26.4, COUNTY will be available to consult with
2 CONTRACTOR on appropriateness of personal providing services through this
3 agreement.

4 26.6 CONTRACTOR warrants that all persons employed or otherwise
5 assigned by CONTRACTOR to provide services under this Agreement have
6 satisfactory past work records and/or reference checks indicating their
7 ability to perform the required duties and accept the kind of responsibility
8 anticipated under this Agreement. CONTRACTOR shall maintain records of
9 background investigations and reference checks undertaken and coordinated by
10 CONTRACTOR for each employee and/or volunteer assigned to provide services
11 under this Agreement for a minimum of five (5) years from the date of final
12 payment under this Agreement or until all pending COUNTY, State and Federal
13 audits are completed, whichever is later, in compliance with all applicable
14 laws.

15 26.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
16 arrest and/or subsequent conviction, for offenses other than minor traffic
17 offenses, of any paid employee and/or volunteer staff performing services
18 under this Agreement, when such information becomes known to CONTRACTOR.
19 ADMINISTRATOR may determine whether such employee and/or volunteer may
20 continue to provide services under this Agreement and shall provide notice of
21 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
22 with ADMINISTRATOR's decision shall be deemed a material breach of this
23 Agreement, pursuant to Paragraph 19 above.

24 26.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
25 staff performing work hereunder and any proposed changes in CONTRACTOR's
26 staff.

27 26.9 COUNTY shall have the right, to require CONTRACTOR to remove any
28 employee from the performance of services under this Agreement. At the

1 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

2 26.10 CONTRACTOR shall notify COUNTY immediately when staff is
3 terminated for cause from working on this Agreement.

4 26.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
5 Paragraph 26 shall not relieve CONTRACTOR of its obligation to complete all
6 work in accordance with the terms and conditions of this Agreement.

7 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

25 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

26 28.1 In order to comply with child support enforcement requirements of
27 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
28 of the award of this Agreement:

- 1 (a) in the case of an individual contractor, his/her name, date of
2 birth, Social Security number, and residence address;
- 3 (b) in the case of a contractor doing business in a form other than as
4 an individual, the name, date of birth, Social Security number,
5 and residence address of each individual who owns an interest of
6 ten percent (10%) or more in the contracting entity;
- 7 (c) a certification that CONTRACTOR has fully complied with all
8 applicable Federal and State reporting requirements regarding its
9 employees; and
- 10 (d) a certification that CONTRACTOR has fully complied with all
11 lawfully served Wage and Earnings Assignment Orders and Notices of
12 Assignment, and will continue to so comply.

13 28.2 The failure of CONTRACTOR to timely submit the data or
14 certifications required by subsections (a), (b), (c), or (d), or to comply
15 with all Federal and State employee reporting requirements for child support
16 enforcement or to comply with all lawfully served Wage and Earnings Assignment
17 Orders and Notices of Assignment shall constitute a material breach of this
18 Agreement, and failure to cure such breach within sixty (60) calendar days of
19 notice from COUNTY shall constitute grounds for termination of this Agreement.

20 28.3 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 29. 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 30. 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
10 County, and where and how to safely surrender a baby. The fact sheet is
11 available on the Internet at www.babysafe.ca.gov for printing purposes. The
12 information shall be posted in all reception areas where clients are served.

13 31. CONFIDENTIALITY

14 31.1 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 31.2 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, CONTRACTOR's staff, agents, employees and
22 volunteers. CONTRACTOR shall require all of its employees, agents,
23 subcontractors and volunteer staff who may provide services for CONTRACTOR
24 under this Agreement to sign an agreement with CONTRACTOR before commencing
25 the provision of any such services, to maintain the confidentiality of any and
26 all materials and information with which they may come into contact, or the
27 identities or any identifying characteristics or information with respect to
28 any and all participants referred to CONTRACTOR by COUNTY, except as may be

1 required to provide services under this Agreement or to those specified in
2 this Agreement as having the capacity to audit CONTRACTOR, and as to the
3 latter, only during such audit. CONTRACTOR shall comply with any audits
4 specified in Paragraph 25, provide reports and any other information required
5 by COUNTY in the administration of this Agreement, and as otherwise permitted
6 by law.

7 31.3 CONTRACTOR shall inform all of its employees, agents,
8 subcontractors, volunteers and partners of this provision and that any person
9 violating the provisions of said State law may be guilty of a crime.

10 31.4 CONTRACTOR agrees that any and all subcontracts entered into
11 shall be subject to the confidentiality requirements of this Agreement.

12 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
13 with respect to Juvenile Court matters, in accordance with WIC Section 827,
14 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
15 regarding Confidentiality, as it now exists or may hereafter be amended.

16 31.5.1 No access, disclosure or release of information regarding
17 a child who is the subject of Juvenile Court proceedings shall be permitted
18 except as authorized. If authorization is in doubt, no such information shall
19 be released without the written approval of a Judge of the Juvenile Court.

20 31.5.2 CONTRACTOR must receive prior written approval of the
21 Juvenile Court before allowing any child to be interviewed, photographed or
22 recorded by any publication or organization or to appear on any radio,
23 television or internet broadcast or make any other public appearance. Such
24 approval shall be requested through child's Social Worker.

25 32. COPYRIGHT ACCESS

26 The U.S. Department of Health and Human Services the CDSS, and COUNTY
27 will have a royalty-free, nonexclusive and irrevocable license to publish,
28 translate, or use, now and hereafter, all material developed under this

1 Agreement including those covered by copyright.

2 33. WAIVER

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

11 34. PETTY CASH

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

14 35. PUBLICITY

15 35.1 Information and solicitations, prepared and released by
16 CONTRACTOR, concerning the services provided under this Agreement shall state
17 that the program, wholly or in part, is funded through COUNTY, State and
18 Federal government funds.

19 35.2 CONTRACTOR shall not disclose any details in connection with this
20 Agreement to any person or entity except as may be otherwise provided
21 hereunder or required by law. However, in recognizing CONTRACTOR's need to
22 identify its services and related clients to sustain itself, COUNTY shall not
23 inhibit CONTRACTOR from publishing its role under this Agreement within the
24 following conditions.

25 35.2.1 CONTRACTOR shall develop all publicity material in a
26 professional manner; and

27 35.2.2 During the term of this Agreement, CONTRACTOR shall not,
28 and shall not authorize another to, publish or disseminate any commercial

1 advertisements, press releases, feature articles, or other materials using the
2 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
3 unreasonably withhold written consent.

4 36. COUNTY RESPONSIBILITIES

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

7 37. REFERRALS

8 37.1 CONTRACTOR shall provide services to individuals referred by
9 ADMINISTRATOR.

10 38. REPORTS

11 38.1 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 38.2 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 39. 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 40. ENVIRONMENTAL PROTECTION STANDARDS

24 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
25 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33
26 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,
27 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any
28 may now exist or be hereafter amended. Under these laws and regulations,

1 CONTRACTOR assures that:

2 40.1 No facility to be utilized in the performance of the proposed
3 grant has been listed on the EPA List of Violating Facilities;

4 40.2 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 40.3 It will notify COUNTY and the EPA about any known violation of
9 the above laws and regulations.

10 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
11 CERTAIN 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
18 provisions: certify compliance utilizing a form provided by ADMINISTRATOR that
19 cites the following:

20 A. The definitions and prohibitions contained in the clause at
21 Federal Acquisition Regulations 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 42. 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.

28 ///

1 43. TERMINATION PROVISIONS

2 43.1 ADMINISTRATOR may terminate this Agreement without penalty
3 immediately with cause or after thirty (30) days written notice without cause,
4 unless otherwise specified. Notice shall be deemed served on the date of
5 mailing. Cause shall be defined as any breach of contract, any
6 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
7 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
8 all further obligation under this Agreement.

9 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to
10 cooperate with ADMINISTRATOR in the orderly transfer of service
11 responsibilities, active case records, and pertinent documents.

12 43.3 The obligations of COUNTY under this Agreement are contingent
13 upon the availability of Federal and/or State funds, as applicable, for the
14 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
15 for the services hereunder in the budget approved by the Orange County Board
16 of Supervisors each fiscal year this Agreement remains in effect or operation.
17 In the event that such funding is terminated or reduced, ADMINISTRATOR may
18 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
19 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
20 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
21 notification of such determination. CONTRACTOR shall immediately comply with
22 ADMINISTRATOR's decision.

23 43.4 If any provision of this Agreement or the application thereof is
24 held invalid, the remainder of this Agreement shall not be affected thereby.

25 44. GOVERNING LAW AND VENUE

26 This Agreement has been negotiated and executed in the State of
27 California and shall be governed by and construed under the laws of the State
28 of California. In the event of any legal action to enforce or interpret this

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

7 45. SIGNATURE IN COUNTERPARTS

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

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

By: _____
BEVERLY TIDWELL
CHIEF EXECUTIVE OFFICER
CHILDREN'S HOME SOCIETY OF CALIFORNIA

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

Dated: _____

Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

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

10 1. POPULATION TO BE SERVED

11 CONTRACTOR shall provide child care for children ages birth (0) to
12 seventeen (17) years whose parents and/or caregivers are participating in
13 Social Services Agency/Children and Family Services (CFS) Team Decision Making
14 Program (TDM) meetings or Parent Volunteer meetings.

15 2. WORKLOAD STANDARDS

16 2.1 CONTRACTOR shall provide child care services using Child Care
17 Provider(s) as described in Paragraph 10 of this Exhibit as needed per the
18 terms of this Agreement. ADMINISTRATOR anticipates serving approximately one
19 thousand (1,000) children each fiscal year under this Agreement.

20 2.2 It is mutually understood, based upon prior program demand and
21 usage, that the need for child care services fluctuates throughout the day,
22 week and/or month depending upon when TDM meetings are scheduled and periods
23 when children are not in school (e.g., holiday or summer breaks). Although
24 CONTRACTOR will ensure staff will be available to provide child care services
25 Monday through Friday, 9:45 a.m. through 6:15 p.m., in accordance with
26 Subparagraphs 3.1 and 4.2.1 below, it is understood during each fiscal year
27 there will be multiple periods ranging from one (1) to eight (8) hours in
28 which child care services will not be required. During these periods,

1 CONTRACTOR's staff may be temporarily released by COUNTY staff from providing
2 child care services under this Agreement.

3 3. HOURS OF OPERATION

4 3.1 CONTRACTOR shall provide services during hours that are responsive
5 to the needs of the target population as determined by ADMINISTRATOR.
6 CONTRACTOR shall provide services Monday through Friday, from 9:45 a.m. to
7 6:15 p.m., for children whose parents and/or caregivers are participating in
8 SSA/CFS TDM meetings and 6:00 - 8:00 p.m. for children whose parents and/or
9 caregivers are participating in Parent Volunteer meetings, activities and/or
10 events, except COUNTY holidays as established by the Orange County Board of
11 Supervisors. CONTRACTOR will modify hours worked by the Child Care Provider to
12 accommodate evening Parent Volunteer meetings, events and/or activities.

13 3.2 It is anticipated that some meetings will require two (2) Child
14 Care Providers in order to maintain ratios noted in Subparagraph 4.2.4
15 ADMINISTRATOR will make every attempt to notify CONTRACTOR in advance when
16 this will be necessary; however, it will be the responsibility of CONTRACTOR
17 to sufficiently staff meetings as needed. The total hours in which CONTRACTOR
18 will be required to provide two (2) Child Care Providers will not exceed
19 thirty-six (36) hours per fiscal year.

20 3.3 COUNTY may, under special circumstances and at the sole discretion
21 of COUNTY, provide additional staff to meet the required ratios specified
22 below in Subparagraph 4.2.4 at no cost to the contractor.

23 3.4 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
24 schedule which is as follows: New Year's Day, Martin Luther King Day,
25 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
26 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
27 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written
28 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday

1 schedule. Any unauthorized closure shall be deemed a material breach of this
2 Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

3 3.5 CONTRACTOR shall maintain regularly scheduled service business
4 days and hours as stated in this Agreement throughout the year and maintain
5 the capability to provide services during the business days and hours and as
6 determined by ADMINISTRATOR to meet needs of service population.

7 4. SERVICES

8 Each TDM meeting will be scheduled for approximately one and one-half
9 (1½) hours to two (2) hours. The Child Care Provider may provide care for
10 different children approximately every two (2) hours throughout the day. Each
11 Parent Volunteer Program meeting, activity and/or event is scheduled for
12 approximately two (2) hours weeknights from 6:00 - 8:00 p.m. Parent Volunteer
13 Program includes four (4) Parent Volunteer Trainings and two (2) Celebrating
14 Families events. The number of Parent Volunteer meetings, activities and/or
15 events requiring child care services will not exceed six (6) per fiscal year.
16 The Child Care Provider shall provide child care for these meeting, activities
17 and events as scheduled.

18 4.1 COUNTY SHALL:

19 4.1.1 Provide CONTRACTOR four (4) hours advance notice for TDM
20 meetings scheduled beyond the hours of Monday through Friday, 9:45 a.m.
21 through 6:15 p.m.;

22 4.1.2 Provide CONTRACTOR a minimum of forty-eight (48) hours
23 advance notice on scheduled Parent Volunteer meetings, activities and events;

24 4.1.3 Communicate verbally with CONTRACTOR, in a timely and prompt
25 manner, when Child Care Provider staff may be temporarily released when child
26 care services will not be required for a period lasting one (1) or more hours.

27 4.1.3.1 When CONTRACTOR's Child Care Provider staff is
28 temporarily released by COUNTY from providing services under this Agreement,

1 CONTRACTOR's staff will have the option of leaving the COUNTY facility
2 described in Paragraph 6, Facilities, of this Exhibit "A" or remaining and
3 using office space provided by COUNTY, as described in subparagraph 8.1 of
4 this Agreement.

5 4.1.4 Allow CONTRACTOR use of CFS' child care room for child care
6 services;

7 4.1.5 Allow CONTRACTOR use of furniture currently in CFS' child
8 care room for child care services;

9 4.1.6 Provide CONTRACTOR storage space for child care supplies;

10 4.1.7 Provide CONTRACTOR a work station with internet access for
11 CONTRACTOR's staff use;

12 4.1.8 Provide snacks, drinking water, and diapers for child care
13 services. All snacks, drinking water, and diapers will be restocked, rotated,
14 and ensure food items are not expired; and

15 4.1.9 Provide cleaning supplies for CONTRACTOR use in CFS child
16 care room.

17 4.2 CONTRACTOR SHALL:

18 4.2.1 Ensure a minimum of one (1) Child Care Provider is onsite at
19 800 North Eckhoff, Orange, California 92868 and provides child care services
20 Monday through Friday, 9:45 a.m. to 6:15 p.m. (including one (1) hour for
21 lunch), to provide childcare for TDM meetings and Parent Volunteer meetings,
22 activities and events.

23 4.2.2 Comply with mandatory State of California licensing
24 regulations regarding required background checks for Child Care Providers
25 under this Agreement, which includes fingerprint, CFS Child Abuse Registry,
26 and U.S. Department of Justice clearances, tuberculosis screening clearance;
27 and physical and medical releases to work with children in child care.
28 CONTRACTOR shall also ensure that Child Care Providers have current First Aid

1 and CPR certification prior to providing services under this Agreement.

2 4.2.3 Collocate one (1) to two (2) Child Care Provider on-site at
3 CFS offices located at 800 North Eckhoff, Orange, California 92868, Monday
4 through Friday, 9:45 a.m. to 6:15 p.m. (including one (1) hour for lunch), to
5 provide child care for TDM meetings and Parent Volunteer meetings, activities
6 and events.

7 4.2.4 Comply with the following Child Care Provider to Child
8 Ratios:

Age of Children	Child Care Provider to Child Ratio
Birth to six (0 to 6) years (excluding children with special needs)	One (1) Child Care Provider to four (4) children
Seven to seventeen (7 to 17) years (excluding children with special needs)	One (1) Child Care Provider to eight (8) children
Children with special needs ages birth to eighteen (0 to 17)	One (1) Child Care Provider to one (1) child

16
17 4.2.5 Ensure that services are child-centered, child-friendly,
18 and linguistically and culturally responsive by:

19 4.2.5.1 Assigning Child Care Providers who are fluent in
20 English and bilingual in Spanish;

21 4.2.5.1.1 In the event that two (2) Child Care
22 Providers are providing child care services simultaneously, at least one (1) of
23 the two (2) Child Care Providers must be bilingual in Spanish.

24 4.2.5.2 Interacting with each child, including but not
25 limited to conversation, reading, games or other age-appropriate activities;

26 4.2.5.3 Supplying the child care area with age
27 appropriate toys, supplies, and activities for children in child care:

28 4.2.6 Conduct a one (1) minute health observations of each child

1 upon arrival for child care, prior to the parent or caregiver leaving.
2 Evaluate whether the child exhibits signs of illness that would prevent his or
3 her entry into the child care room. Prohibit entry of the child to the child
4 care room when the child exhibits signs of illness and return the child to
5 their parent or caregiver.

6 4.2.7 Ensure that Child Care Providers greet parents and
7 caregivers as they drop-off and pick-up their children.

8 4.2.8 Ensure that Child Care Providers straighten the child care
9 area at the end of each shift, including cleaning and disinfecting/sanitizing
10 toys, eating areas, eating utensils, and table tops; discarding leftover food
11 and disposable eating utensils, plates, cups, etc.; put away toys, books,
12 other child care supplies; and store educational materials in closed
13 containers.

14 4.2.9 Instruct Child Care Providers who provide services for TDM
15 meetings or Parent Volunteer activities or events to submit their timesheets
16 at the end of every pay period, or as otherwise agreed to by ADMINISTRATOR and
17 CONTRACTOR, to the designated CFS Program Manager, or authorized designee, to
18 review and sign. CONTRACTOR is aware that reimbursement may be withheld
19 should a timesheet be signed by an unauthorized individual.

20 4.2.10 Maintain safeguards established by COUNTY to ensure
21 confidentiality of information pertaining to children and families served.

22 4.2.11 Maintain a log/sign-in sheet which shall be signed by
23 all parents and caregivers of children who receive child care during TDM
24 meetings and Parent Volunteer activities and events, and submit such log/sign-
25 in sheet to the designated CFS Program Manager as specified in Subparagraph
26 8.2 of this Exhibit A. CONTRACTOR shall use the log/sign-in sheet form
27 approved by ADMINISTRATOR.

28 4.2.12 Designate an administrative liaison, who shall be

1 available by telephone and e-mail during the hours of 8:00 a.m. to 5:00 p.m.,
2 Monday through Friday, to address service and/or administrative matters.

3 4.3 GOALS, STRATEGIES, AND OUTCOME OBJECTIVE

4 4.3.1 Provide child care to approximately one thousand (1,000)
5 children per year of families attending a TDM meeting and parents
6 participating in a Parent Volunteer meeting, event, or activity.

7 4.3.2 Provide statistical data on the number of children
8 receiving TDM child care services.

9 4.3.3 Assure consent forms are completed and signed for one
10 hundred (100) percent of the children receiving Child Care Services.

11 4.4 QUALITY ASSURANCE/QUALITY CONTROL

12 4.4.1 CONTRACTOR's Program Administrator shall make bi-weekly
13 unannounced visits to the on-site Child Care Provider to observe interactions
14 with children and COUNTY staff, availability and appropriateness of materials
15 and activities provided, and to ensure that the Child Care Provider is
16 following appropriate protocols in greeting children and having parents and
17 caregivers sign in. CONTRACTOR's Administrator shall complete a Site
18 Observation Visit Report for each visit, which may be reviewed by the
19 designated CFS Program Manager and which will be used by CONTRACTOR to provide
20 written and verbal feedback to Child Care Providers to ensure quality services
21 are provided.

22 4.4.2 Throughout the term of this Agreement, CONTRACTOR shall
23 establish and utilize a comprehensive Quality Control Plan (QCP), on a format
24 approved by COUNTY, to monitor the level of program service and quality. The
25 QCP must be submitted for COUNTY approval. The QCP will include, but not be
26 limited to the following:

27 4.4.2.1 The method for ensuring the services,
28 deliverables, and requirements defined in QCP are being provided at or above

