

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

PROFESSIONAL TUTORS OF AMERICA, INC.

FOR THE PROVISION OF INDIVIDUAL ACADEMIC TUTORING SERVICES

THIS AGREEMENT, entered into this 1st day of July 2015, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and PROFESSIONAL TUTORS OF AMERICA, INC., a California 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 individual academic tutoring services to children and non-minor dependents of the Orange County Juvenile Court, hereinafter referred to as "CLIENTS", referred by COUNTY; and

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Section 16501;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2015, and terminate on June 30, 2018, unless earlier terminated pursuant to the provisions of Paragraph 39 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 18.1 of this Agreement does not increase as a result. The agreement must be in writing.

2. ALTERATION OF TERMS

This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, by the parties, their officers, agents, or employees, shall be valid 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.

1 3.2 CONTRACTOR, its agents, employees and volunteers shall not be
2 entitled to any rights and/or privileges of COUNTY employees, and shall not be
3 considered in any manner to be COUNTY employees.

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
6 and supplies as described in the Exhibit "A" to the Agreement between County
7 of Orange and Professional Tutors of America, Inc., for the Provision of
8 Individual Academic Tutoring Services, attached hereto and incorporated herein
9 by reference. CONTRACTOR shall operate continuously throughout the term of
10 this Agreement with the staff described and as required for provision of
11 services hereunder. Services shall be provided to individuals described in
12 Paragraph 2, Population to be Served, included in Exhibit A of this Agreement.

13 5. LICENSES AND STANDARDS

14 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
15 required by the laws of the United States, State of California, County of
16 Orange and all other appropriate governmental agencies to perform the services
17 described in this Agreement, and agrees to maintain these licenses and permits
18 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
19 that its employees shall conduct themselves in compliance with such laws and
20 licensure requirements including, without limitation, compliance with laws
21 applicable to sexual harassment and ethical behavior.

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
23 unless waived in whole or in part by ADMINISTRATOR, with all applicable
24 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
25 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
26 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
27 applicable laws and regulations of the United States, State of California,
28 County of Orange Social Services Agency and all administrative regulations.

1 rules and policies adopted thereunder as each and all may now exist or be
2 hereafter amended.

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

7 5.3 CONTRACTOR shall cooperate with the California Department of
8 Social Services (CDSS) on the implementation, monitoring, and evaluation of
9 the State's Child Abuse and Neglect Prevention and Intervention Program, and
10 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all
11 reporting and evaluation requirements established by CDSS.

12 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

13 6.1 Delegation and Assignment:

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

22 6.2 Subcontracts:

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

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1 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
2 require.

3 6.2.1 Subcontracts of \$25,000 or less:

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

12 6.2.2 Subcontracts in excess of \$25,000:

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

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

1 subcontract with any organization when the total cumulative cost of services
2 to be provided by that organization is anticipated to exceed twenty-five
3 thousand dollars (\$25,000) during the term of this Agreement.

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

10 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

11 7.1 Form of Business Organization:

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

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

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

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

25 7.2 Change in Form of Business Organization:

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

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

5 8. NON-DISCRIMINATION

6 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
7 shall not engage nor employ any unlawful discriminatory practices in the
8 admission of clients, provision of services or benefits, assignment of
9 accommodations, treatment, evaluation, employment of personnel or in any other
10 respect on the basis of race, religious creed, color, national origin,
11 ancestry, physical disability, mental disability, medical condition, genetic
12 information, marital status, sex, gender, gender identity, gender expression,
13 age, sexual orientation, military and veteran status or any other protected
14 group in accordance with the requirements of all applicable Federal or State
15 laws.

16 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
17 meets the lawful and applicable requirements of the U.S. Department of Health
18 and Human Services.

19 8.3 CONTRACTOR shall furnish any and all information requested by
20 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
21 books, records and accounts in order to ascertain CONTRACTOR's compliance with
22 Paragraph 8 et seq.

23 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
24 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
25 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

26 8.5 Non-Discrimination in Employment:

27 8.5.1 All solicitations or advertisements for employees placed
28 by or on behalf of CONTRACTOR shall state that all qualified applicants will

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

9 8.5.2 CONTRACTOR shall refer any and all employees desirous of
10 filing a formal discrimination complaint to:

11 California Department of Social Services

12 Public Inquiry and Response Bureau

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

14 Sacramento, CA 94244-2430

15 Telephone: (800) 952-5253

16 (800) 952-8349 (For the hard of hearing)

17 8.6 Non-Discrimination in Service Delivery:

18 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
19 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
20 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
21 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
22 the Americans with Disabilities Act of 1990; California Civil Code Section 51
23 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
24 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
25 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
26 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
27 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
28 Act of 1996; and other applicable Federal and State laws, as well as their

1 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
 2 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
 3 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
 4 now exist or be hereafter amended. CONTRACTOR shall not implement any
 5 administrative methods or procedures which would have a discriminatory effect
 6 or which would violate the California Department of Social Services (CDSS)
 7 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
 8 are any violations of this Paragraph, CDSS shall have the right to invoke
 9 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
 10 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
 11 to the appropriate Federal agency for further compliance action and
 12 enforcement of Subparagraph 8.6 et seq.

13 8.6.2 CONTRACTOR shall provide any and all clients desirous of
 14 filing a formal complaint any and all information as appropriate:

15 8.6.2.1 Pamphlet: "Your Rights Under California
 16 Welfare Programs" (PUB 13)

17 8.6.2.2 Discrimination Complaint Form

18 8.6.2.3 Civil Rights Contacts:

19 County Civil Rights Contact:

20 Orange County Social Services Agency

21 Program Integrity

22 Attn: Civil Rights Coordinator

23 P.O. Box 22001

24 Santa Ana, CA 92702-2001

25 Telephone: (714) 438-8877

26 State Civil Rights Contact:

27 California Department of Social Services

28 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, 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.
Orange, CA 92868-1600

CONTRACTOR: Professional Tutors of America, Inc.
Robert Harraka, Vice-President
3350 East Birch Street, Suite 108
Brea, CA 92821

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 to change the addresses to which notices are sent. The agreement must be in writing.

10. NOTICE OF DELAYS

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

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

3 11. INDEMNIFICATION

4 11.1 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 12. INSURANCE

18 12.1 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 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
9 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
10 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
11 to the same terms and conditions as set forth herein for CONTRACTOR.
12 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
13 than the level of coverage required by COUNTY from CONTRACTOR under this
14 Agreement. It is the obligation of CONTRACTOR to provide notice of the
15 insurance requirements to every subcontractor and to receive proof of
16 insurance prior to allowing any subcontractor to begin work. Such proof of
17 insurance must be maintained by CONTRACTOR through the entirety of this
18 Agreement for inspection by COUNTY representative(s) at any reasonable time.

19 12.3 All self-insured retentions (SIRs) and deductibles shall be
20 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
21 apply, indicate this on the Certificate of Insurance with a zero (0) by the
22 appropriate line of coverage. Any self-insured retention (SIR) or deductible
23 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
24 specifically be approved by the County Executive Office (CEO)/Office of Risk
25 Management upon review of CONTRACTOR's current audited financial report.

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.

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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).

12.5.2 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.

12.6 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
Sexual Misconduct Liability	\$1,000,000 per occurrence

12.7 Required Coverage Forms:

12.7.1 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.

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1 12.7.2 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 12.8 Required Endorsements:

5 12.8.1 Commercial General Liability policy shall contain the
6 following endorsements, which shall accompany the Certificate of Insurance:

7 12.8.1.1 An Additional Insured endorsement using ISO
8 form CG 2010 or CG 2033 or a form at least as broad naming the County of
9 Orange, its elected and appointed officials, officers, employees, agents as
10 Additional Insureds.

11 12.8.1.2 A primary non-contributing endorsement
12 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
13 insurance maintained by the County of Orange shall be excess and non-
14 contributing.

15 12.9 All insurance policies required by this Agreement shall waive all
16 rights of subrogation against the County of Orange, its elected and appointed
17 officials, officers, agents and employees when acting within the scope of
18 their appointment or employment.

19 12.10 CONTRACTOR shall notify County in writing within thirty (30) days
20 of any policy cancellation and ten (10) days for non-payment of premium and
21 provide a copy of the cancellation notice to County. Failure to provide
22 written notice of cancellation may constitute a material breach of the
23 contract, upon which the County may suspend or terminate this Agreement.

24 12.11 The Commercial General Liability policy shall contain a
25 severability of interests clause also known as a "separation of insureds"
26 clause (standard in the ISO CG 0001 policy).

27 12.12 Insurance certificates should be mailed to COUNTY at the address
28 indicated in Paragraph 9 of this Agreement.

1 12.13 If CONTRACTOR fails to provide the insurance certificates and
2 endorsements within seven (7) days of notification by CEO/County Procurement
3 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

4 12.14 COUNTY expressly retains the right to require CONTRACTOR to
5 increase or decrease insurance of any of the above insurance types throughout
6 the term of this Agreement. Any increase or decrease in insurance will be as
7 deemed by County of Orange Risk Manager as appropriate to adequately protect
8 COUNTY.

9 12.15 COUNTY shall notify CONTRACTOR in writing of changes in the
10 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
11 certificates of insurance and endorsements with COUNTY incorporating such
12 changes within thirty (30) days of receipt of such notice, this Agreement may
13 be in breach without further notice to CONTRACTOR, and COUNTY shall be
14 entitled to all legal remedies.

15 12.16 The procuring of such required policy or policies of insurance
16 shall not be construed to limit CONTRACTOR's liability hereunder nor to
17 fulfill the indemnification provisions and requirements of this Agreement, nor
18 act in any way to reduce the policy coverage and limits available from the
19 insurer.

20 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

21 CONTRACTOR shall report to COUNTY:

22 13.1 Any accident or incident relating to services performed under this
23 Agreement which involves injury or property damage which may result in the
24 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
25 shall be made in writing within twenty-four (24) hours of occurrence.

26 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
27 from or related to services performed by CONTRACTOR under this Agreement.

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1 Such report shall be submitted to COUNTY within twenty-four (24) hours of
2 occurrence.

3 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
4 property. Such report shall be submitted to COUNTY within twenty-four (24)
5 hours of occurrence.

6 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
7 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
8 under the term of this Agreement. Such report shall be submitted to COUNTY
9 within twenty-four (24) hours of occurrence.

10 14. CONFLICT OF INTEREST

11 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
12 any actions or conditions that could result in a conflict with the best
13 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
14 agents, relatives, subcontractors, and third parties associated with
15 accomplishing the work hereunder.

16 14.2 CONTRACTOR's efforts shall include, but not be limited to,
17 establishing precautions to prevent its employees or agents from making,
18 receiving, providing, or offering gifts, entertainment, payments, loans, or
19 other considerations which could be deemed to appear to influence individuals
20 to act contrary to the best interests of COUNTY.

21 15. ANTI-PROSELYTISM PROVISION

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

26 16. SUPPLANTING GOVERNMENT FUNDS

27 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
28 intended for the purposes of this Agreement with any funds made available

1 under this Agreement. CONTRACTOR shall not claim payment from COUNTY for, or
2 apply sums received from COUNTY with respect to, that portion of its
3 obligations which have been paid by another source of revenue. CONTRACTOR
4 agrees that it shall not use funds received pursuant to this Agreement, either
5 directly or indirectly, as a contribution or compensation for purposes of
6 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
7 program without prior written approval of ADMINISTRATOR.

8 17. BREACH SANCTIONS

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

14 17.1 Afford CONTRACTOR a time period within which to cure the breach,
15 which period shall be established by ADMINISTRATOR; and/or

16 17.2 Discontinue payment to CONTRACTOR for and during the period in
17 which CONTRACTOR is in breach, which reimbursement shall not be entitled to
18 later recovery; and/or

19 17.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
20 COUNTY those monies disallowed pursuant to Subparagraph 17.2 above.

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

23 18. PAYMENTS

24 18.1 Maximum Contractual Obligation:

25 The maximum obligation of COUNTY under this Agreement shall not
26 exceed the amount of \$360,000, or actual allowable costs, whichever is less:
27 the amount of \$120,000 for July 1, 2015 through June 30, 2016; the amount of
28 ///

1 \$120,000 for July 1, 2016 through June 30, 2017; and the amount of \$120,000
2 for July 1, 2017 through June 30, 2018.

3 18.2 Allowable Costs and Usage:

4 18.2.1 During the term of this Agreement, COUNTY shall pay
5 CONTRACTOR monthly in arrears, \$58.00 per hour for each referral, for actual
6 time providing tutoring and/or assessment services. Time shall be charged to
7 the nearest quarter hour. Hourly rate includes all administrative costs
8 (overhead/indirect, hiring costs, standard agency training, staff supervision,
9 record keeping, etc.) in addition to the required service delivery,
10 documentation, reporting, report requirements, etc.

11 18.2.2 CONTRACTOR shall charge \$58.00 per hour regardless of
12 service location (CLIENT's home, school, library, in Orange County, in a
13 contiguous county, etc.) or whether tutoring services are court or non-court
14 ordered. Non-court ordered services shall be paid with anticipated funding
15 available under this Agreement. Court-ordered services shall be paid with
16 funds other than the funding established for this Agreement.

17 18.2.3 COUNTY, in its sole discretion, may require CONTRACTOR to
18 submit an invoice by June 21, 2016 for services completed through June 15,
19 2016; by June 19, 2017, for services completed through June 15, 2017; and by
20 June 19, 2018, for services completed through June 15, 2018. No guarantee is
21 given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR
22 agrees to supply the services at the unit price listed above, regardless of
23 the number of referrals from COUNTY.

24 18.2.4 The following charges shall not be reimbursed:

25 18.2.4.1 Tutoring services provided prior to receipt of
26 a written referral from the CFS Tutoring Services Coordinator, the
27 ADMINISTRATOR's employee who oversees the services in this contract;

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1 18.2.4.2 Tutoring services provided after the
2 authorized service period expiration date without an approved written extension
3 of services from the CFS Tutoring Services Coordinator;

4 18.2.4.3 Cancellation of tutoring session by either the
5 tutor, CLIENT or CLIENT's parent/caregiver (when applicable), or NMD,
6 regardless of reason;

7 18.2.4.4 No Shows; and

8 18.2.4.5 Mileage, travel time, or parking costs.

9 18.3 Claims:

10 18.3.1 CONTRACTOR shall submit monthly reimbursement claims to
11 be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
12 the month for expenses incurred in the preceding month. CONTRACTOR shall
13 submit separate claims for court-ordered and non-court-ordered services
14 monthly. In the event the twentieth (20th) calendar day falls on a weekend or
15 COUNTY holiday, CONTRACTOR shall submit the claim the next business day.
16 COUNTY holidays include New Year's Day, Martin Luther King Day, President
17 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor
18 Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving,
19 and Christmas Day.

20 18.3.2 All claims must be submitted monthly, by CONTRACTOR, on a
21 form approved by ADMINISTRATOR. All claims must include information detailed
22 in Exhibit "A" Subparagraph 7.1. CONTRACTOR shall retain all financial
23 records in accordance with Paragraph 22 (Records, Inspections, and Audits) of
24 this Agreement.

25 18.3.3 Claims shall include original signatures. Claims are not
26 accepted electronically or by facsimile.

27 18.3.4 All claims for payment must include all supporting
28 documents, including one (1) copy of the Monthly Progress/Sign-In Sheet signed

1 and dated by CLIENT's parent/caregiver if CLIENT is under the age of eighteen
2 (18) years. If the CLIENT is a non-minor dependent (over the age of eighteen
3 (18) years), then Monthly Progress Report/Sign-In Sheet must be signed and
4 dated by the non-minor dependent. Additionally, claims for payment must
5 include one (1) copy of any approved extension requests and No Show letters,
6 if applicable.

7 18.3.5 Payments should be released by COUNTY within a reasonable
8 time period of approximately thirty (30) days after receipt of a correctly
9 completed claim form and required supporting documentation.

10 18.3.6 Year End and Final Claims:

11 18.3.6.1 During each COUNTY fiscal year, July 1 through
12 June 30, covered under the term of this Agreement, COUNTY may establish two (2)
13 billing periods (June 1st through June 15th and June 16th through June 30th) for
14 the month of June which shall require CONTRACTOR to submit separate invoice
15 claims for each billing period. In the event COUNTY determines a need for two
16 (2) billing periods during any or all COUNTY fiscal years, COUNTY will provide
17 written notification to CONTRACTOR by the 15th of May of each corresponding
18 fiscal year, which will inform CONTRACTOR of applicable invoice claim
19 deadlines.

20 18.3.6.2 CONTRACTOR shall submit a final claim for each
21 COUNTY fiscal year, July 1 through June 30, covered under the term of this
22 Agreement as stated in Paragraph 18.3.6.1, by no later than August 30th of each
23 corresponding COUNTY fiscal year. Claims received after August 30th of each
24 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
25 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
26 per each COUNTY fiscal year must be received, upon written notice to
27 CONTRACTOR.

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1 19. OVERPAYMENTS

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

15 20. OUTSTANDING DEBT

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

19 21. FINAL REPORT

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

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1 22. RECORDS, INSPECTIONS AND AUDITS

2 22.1 Financial Records:

3 22.1.1 CONTRACTOR shall prepare and maintain accurate and
4 complete financial records. Financial records shall be retained, by
5 CONTRACTOR, for a minimum of five (5) years from the date of final payment
6 under this Agreement or until all pending COUNTY, State and Federal audits are
7 completed, whichever is later.

8 22.1.2 CONTRACTOR shall establish and maintain reasonable
9 accounting, internal control and financial reporting standards in conformity
10 with generally accepted accounting principles established by the American
11 Institute of Certified Public Accountants and to the satisfaction of
12 ADMINISTRATOR.

13 22.2 Client Records:

14 22.2.1 CONTRACTOR shall prepare and maintain accurate and
15 complete records of clients served and dates and type of services provided
16 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

17 22.2.2 All client records related to services provided under the
18 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
19 (5) years from the date of final payment under this Agreement or until all
20 pending COUNTY, State and Federal audits are completed, whichever is later.
21 Notwithstanding anything to the contrary, upon termination of this Agreement,
22 CONTRACTOR shall relinquish control with respect to client records to COUNTY
23 in accordance with Subparagraph 39.2.

24 22.2.3 COUNTY may refuse payment for a claim if client records
25 are determined by COUNTY to be incomplete or inaccurate. In the event client
26 records are determined to be incomplete or inaccurate after payment has been
27 made, COUNTY may treat such payment as an overpayment within the provisions of
28 this Agreement.

1 22.3 Public Records:

2 With the exception of client records or other records referenced
3 in Paragraph 28, entitled Confidentiality, all records, including but not
4 limited to, reports, audits, notices, claims, statements and correspondence,
5 required by this Agreement may be subject to public disclosure. COUNTY will
6 not be liable for any such disclosure.

7 22.4 Inspections and Audits:

8 22.4.1 The U.S. Department of Health and Human Services,
9 Comptroller General of the United States, Director of CDSS, State Auditor-
10 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
11 Department, or any of their authorized representatives, shall have access to
12 any books, documents, papers and records, including medical records, of
13 CONTRACTOR which any of them may determine to be pertinent to this Agreement
14 for the purpose of financial monitoring. Further, all the above mentioned
15 persons have the right at all reasonable times to inspect or otherwise
16 evaluate the work performed or being performed under this Agreement and the
17 premises in which it is being performed.

18 22.4.2 CONTRACTOR shall make available its books and financial
19 records within the borders of Orange County within ten (10) days after receipt
20 of written demand by ADMINISTRATOR.

21 22.4.3 In the event CONTRACTOR does not make available its books
22 and financial records within the borders of Orange County, CONTRACTOR agrees
23 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
24 designee, necessary to obtain CONTRACTOR's books and financial records.

25 22.4.4 CONTRACTOR shall pay to COUNTY the full amount of
26 COUNTY's liability to the State or Federal government or any agency thereof
27 resulting from any disallowances or other audit exceptions to the extent that
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1 such liability is attributable to CONTRACTOR's failure to perform under this
2 Agreement.

3 23. PERSONNEL DISCLOSURE

4 23.1 CONTRACTOR shall make available to ADMINISTRATOR upon request a
5 current list of all personnel providing services hereunder, including résumés
6 and job applications. Changes to the list will be immediately provided to
7 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
8 application. The list shall include:

9 23.1.1 Names of all full or part-time personnel by title,
10 including volunteer personnel, whose direct services are required to provide
11 the programs described herein;

12 23.1.2 A brief description of the functions of each position and
13 the hours each person works each week; or for part-time personnel, each day or
14 month, as appropriate;

15 23.1.3 The professional degree, if applicable, and experience
16 required for each position; and

17 23.1.4 The language skill, if applicable, for all personnel.

18 23.2 CONTRACTOR's employment applications shall require applicants to
19 provide detailed information regarding the conviction of a crime by any court,
20 for offenses other than minor traffic offenses. Information not disclosed in
21 the employment application discovered subsequent to the hiring or promotion of
22 any applicant shall be cause for termination of that employee from the
23 performance of services under this Agreement.

24 23.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
25 COUNTY, criminal record background checks on all employees and/or volunteers
26 who will provide services under this Agreement. Employees and/or volunteers
27 will satisfy background checks consistent with and comparable to those
28 required for COUNTY employees.

1 23.4 CONTRACTOR warrants that all persons employed or otherwise
2 assigned by CONTRACTOR to provide services under this Agreement have
3 satisfactory past work records and/or reference checks indicating their
4 ability to perform the required duties and accept the kind of responsibility
5 anticipated under this Agreement. CONTRACTOR shall maintain records of
6 background investigations and reference checks undertaken and coordinated by
7 CONTRACTOR for each employee and/or volunteer assigned to provide services
8 under this Agreement for a minimum of five (5) years from the date of final
9 payment under this Agreement or until all pending COUNTY, State and Federal
10 audits are completed, whichever is later, in compliance with all applicable
11 laws.

12 23.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
13 arrest and/or subsequent conviction, for offenses other than minor traffic
14 offenses, of any paid employee and/or volunteer staff performing services
15 under this Agreement, when such information becomes known to CONTRACTOR.
16 ADMINISTRATOR, in its sole discretion, may determine whether such employee
17 and/or volunteer may continue to provide services under this Agreement and
18 shall provide notice of such determination to CONTRACTOR in writing.
19 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
20 material breach of this Agreement, pursuant to Paragraph 17 above.

21 23.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
22 staff performing work hereunder and any proposed changes in CONTRACTOR's
23 tutoring staff.

24 23.7 COUNTY shall have the right, at its sole discretion, to require
25 CONTRACTOR to remove any employee from the performance of services under this
26 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
27 said personnel.

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1 23.8 CONTRACTOR shall notify COUNTY immediately when staff is
2 terminated for cause from working on this Agreement.

3 23.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
4 Paragraph 23, shall not relieve CONTRACTOR of its obligation to complete all
5 work in accordance with the terms and conditions of this Agreement.

6 24. EMPLOYMENT ELIGIBILITY VERIFICATION

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

24 25. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

25 25.1 In order to comply with child support enforcement requirements of
26 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
27 of the award of this Agreement:

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- 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 25.2 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 25.3 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 26. 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 27. 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 28. CONFIDENTIALITY

14 28.1 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 28.2 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 22, provide reports and any other information required
5 by COUNTY in the administration of this Agreement, and as otherwise permitted
6 by law.

7 28.3 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 28.4 CONTRACTOR agrees that any and all subcontracts entered into shall
11 be subject to the confidentiality requirements of this Agreement.

12 28.5 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, case laws, and Orange County Juvenile Court Policy
15 regarding Confidentiality, as it now exists or may hereafter be amended.

16 28.5.1 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 28.5.2 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 29. 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,
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1 translate, or use, now and hereafter, all material developed under this
2 Agreement including those covered by copyright.

3 30. WAIVER

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

12 31. PUBLICITY

13 31.1 Information and solicitations, prepared and released by
14 CONTRACTOR, concerning the services provided under this Agreement shall state
15 that the program, wholly or in part, is funded through COUNTY, State, and
16 Federal government funds.

17 31.2 CONTRACTOR shall not disclose any details in connection with this
18 Agreement to any person or entity except as may be otherwise provided
19 hereunder or required by law. However, in recognizing CONTRACTOR's need to
20 identify its services and related clients to sustain itself, COUNTY shall not
21 inhibit CONTRACTOR from publishing its role under this Agreement within the
22 following conditions:

23 31.2.1 CONTRACTOR shall develop all publicity material in a
24 professional manner; and

25 31.2.2 During the term of this Agreement, CONTRACTOR shall not,
26 and shall not authorize another to, publish or disseminate any commercial
27 advertisements, press releases, feature articles, or other materials using the
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1 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
2 unreasonably withhold written consent.

3 32. COUNTY RESPONSIBILITIES

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

6 33. REFERRALS

7 33.1 CONTRACTOR shall provide services to individuals referred by the
8 ADMINISTRATOR. No minimum or maximum number of referrals is guaranteed,
9 expressed or implied under this Agreement.

10 34. REPORTS

11 34.1 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 34.2 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 35. 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 36. 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
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1 may now exist or be hereafter amended. Under these laws and regulations,
2 CONTRACTOR assures that:

3 36.1 No facility to be utilized in the performance of the proposed
4 grant has been listed on the EPA List of Violating Facilities;

5 36.2 It will notify COUNTY prior to award of the receipt of any
6 communication from the Director, Office of Federal Activities, U.S. EPA,
7 indicating that a facility to be utilized for the grant is under consideration
8 to be listed on the EPA List of Violating Facilities; and

9 36.3 It will notify COUNTY and EPA about any known violation of the
10 above laws and regulations.

11 37. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
12 FEDERAL TRANSACTIONS

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

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

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

27 1) No Federal appropriated funds have been paid or will
28 be paid to any person for influencing or attempting to influence an officer or

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

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

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

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

25 38. POLITICAL ACTIVITY

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

1 39. TERMINATION PROVISIONS

2 39.1 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 obligations under this Agreement.

9 39.2 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 39.3 The obligations of COUNTY under this Agreement are contingent upon
13 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 39.4 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 40. 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 41. 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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1 WHEREFORE, the parties hereto have executed this Agreement in the County of
2 Orange, California.

3 By: Robert HARRAKA
4 ROBERT HARRAKA
5 VICE PRESIDENT
6 PROFESSIONAL TUTORS OF AMERICA, INC.

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

7 Dated: 3-16-15

Dated: _____

8 By: Ronald HARRAKA
9 RONALD HARRAKA
10 CHIEF FINANCIAL OFFICER
11 PROFESSIONAL TUTORS OF AMERICA, INC.

12 Dated: 3-16-15

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

18 _____
19 ROBIN STIELER
20 INTERIM CLERK OF THE BOARD
21 COUNTY OF ORANGE, CALIFORNIA

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

25 By: [Signature]
26 DEPUTY

27 Dated: 3/18/15
28

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
PROFESSIONAL TUTORS OF AMERICA, INC.

FOR THE PROVISION OF INDIVIDUAL ACADEMIC TUTORING SERVICES

1. DEFINITIONS

CONTRACTOR and ADMINISTRATOR agree to the following definitions:

1.1 Assembly Bill (AB) 12: AB Chapter 559, statutes of 2010, amendment to section 17552 of the Family Code, provides transitional support to qualifying foster youth until age twenty-one (21).

1.2 Children and Family Services (CFS): A Division of Social Services Agency (SSA) responsible for providing child welfare services. Child's or non-minor dependent's assigned Social Worker are CFS employees.

1.3 Contiguous County: A California county that shares a border with Orange County (i.e., Los Angeles, San Diego, Riverside, and San Bernardino counties).

1.4 Dependent: A child or non-minor dependent who is under the jurisdiction of the Orange County Juvenile Court as a result of abuse and/or neglect and is under the supervision of the SSA.

1.5 Individual Academic Tutoring Services: One-on-one instruction and academic coaching in one (1) or more academic subjects.

1.6 Non-Minor Dependent (NMD): Pursuant to California Welfare and Institutions Code (WIC) Section 11400(v), a foster child who has attained the age of eighteen (18) years while under an order of foster care placement by

1 the Orange County Juvenile Court and is less than twenty-one (21) years old.
2 The NMD must meet at least one (1) of the AB12 participation requirements and
3 must participate in a Transitional Independent Living Plan under the
4 responsibility of Orange County Juvenile Court.

5 1.7 CLIENT's Parent/Caregiver - A biological, step, foster, adoptive
6 parent or other caregiver (e.g. a non-related extended family member) who
7 serves as CONTRACTOR's primary contact for a child under the age of eighteen
8 (18) who has been referred to CONTRACTOR for individual academic tutoring
9 services. For purposes of this Agreement, Client's Parent/Caregiver pertains
10 exclusively to children and does not pertain to non-minor dependents.

11 2. POPULATION TO BE SERVED

12 2.1 CONTRACTOR shall provide Individual Academic Tutoring Services to
13 children and NMD youth in grades kindergarten (K) through twelve (12) or who
14 are pursuing a High School Equivalency Certificate (G.E.D.), who are referred
15 to CONTRACTOR by ADMINISTRATOR. The population to be served as defined in
16 this paragraph shall hereinafter be referred to as "CLIENT," and shall meet
17 the following criteria:

18 2.1.1 Have been adjudicated as a dependent of the Orange County
19 Juvenile Court pursuant to Welfare and Institutions Code (WIC) Section 300 and
20 who reside in Orange County or one of the contiguous counties; and

21 2.1.2 Have been ordered by the Orange County Juvenile Court to
22 receive individual academic tutoring services and is referred by SSA for
23 tutoring services; or

24 2.1.3 Are failing and/or below average in one (1) or more
25 academic subjects and/or lack the necessary credits to graduate from an
26 accredited California high school.

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1 2.1.3.1 Failing grade and/or below average criteria
2 may be modified at the sole discretion of ADMINISTRATOR, upon written notice to
3 CONTRACTOR.

4 3. SERVICES

5 3.1 GENERAL REQUIREMENTS

6 3.1.1 CONTRACTOR's staff shall be qualified for the subject(s)
7 in which they are tutoring.

8 3.1.2 CONTRACTOR must provide proof of their tutor's
9 qualifications within five (5) business days if requested by ADMINISTRATOR.

10 3.1.3 CONTRACTOR shall have bilingual staff available if
11 necessary to communicate with CLIENTS and parents/caregivers.

12 3.1.4 CONTRACTOR shall conduct criminal and child abuse
13 background clearances for all staff working with CLIENTS and/or accessing
14 confidential information in accordance with Paragraph 28 of this Agreement.

15 3.1.5 CONTRACTOR's staff shall provide their own transportation
16 with proof of at least the California minimum required levels of automobile
17 insurance and possess a current/valid California driver's license.

18 3.1.6 CONTRACTOR's staff shall not transport CLIENTS or family
19 members of CLIENTS.

20 3.1.7 CONTRACTOR's services must be outcome driven and reflect
21 progress towards stated performance outcomes as referenced in Subparagraph
22 5.2.

23 3.1.8 Tutoring services will be authorized for a specified time
24 period in each referral. Services provided beyond the specified time period
25 described in Subparagraph 3.2.2 below, without written authorization from
26 ADMINISTRATOR to extend services, shall not be eligible for compensation.
27 CONTRACTOR is responsible for documenting and keeping track of the beginning

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1 and ending dates of tutoring services for each CLIENT in accordance with
2 Subparagraphs 3.1.8, 3.1.9, and 3.2.10.

3 3.1.9 CONTRACTOR must receive written authorization approval
4 from the CFS Tutoring Services Coordinator for any extension of tutoring
5 services. An extension request must be submitted in writing at least thirty
6 (30) calendar days in advance of the authorized service period expiring.

7 3.1.10 CONTRACTOR must complete a Special Incident Report (SIR),
8 in the event there is any incident of unusual, aggressive, or high-risk
9 behavior by a CLIENT or the CLIENT's parent/caregiver or other family member,
10 or if there are any injuries suffered by any party during service delivery.
11 CONTRACTOR must use the SIR form provided by ADMINISTRATOR.

12 3.1.11 Services shall be provided in a culturally responsive
13 manner.

14 3.2 SERVICES TO BE PROVIDED

15 3.2.1 Tutoring services shall be provided only after receipt of
16 an approved referral from the CFS Tutoring Services Coordinator. Tutoring
17 services shall be provided in an agreed upon location recommended by the
18 CLIENT's assigned Social Worker, such as the CLIENT's home, school, or local
19 library.

20 3.2.2 Tutoring services are typically provided for a minimum of
21 two (2) hours per week, twice a month, for a period of three (3) to five (5)
22 months, for each CLIENT referred by the CFS Tutoring Services Coordinator.
23 ADMINISTRATOR may, in its sole discretion, modify the number of hours and
24 service period to best meet the needs of the referred CLIENT.

25 3.2.3 Tutors shall tutor each referred CLIENT individually, in
26 the subject(s) and in the frequency requested by the CFS Tutoring Services
27 Coordinator.

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1 3.2.4 The assigned tutor shall contact the CLIENT's
2 parent/caregiver or NMD within five (5) business days of receipt of referral
3 and make arrangements for an initial meeting. Tutor shall conduct an initial
4 meeting with CLIENT and CLIENT's parent/caregiver or NMD within eight (8)
5 business days of receipt of referral.

6 3.2.5 Tutor shall administer electronic academic assessment
7 tools (i.e., Scantron Performance and Achievement Series) to identify CLIENT's
8 pre and post-tutoring academic levels. If a post-test is not completed, an
9 explanation is required in the Final Evaluation Report, referenced in
10 Subparagraph 7.5.

11 3.2.6 Tutor shall meet with CLIENT as scheduled. Tutor shall
12 notify the CLIENT's parent/caregiver or NMD by verbally providing twenty-four
13 (24) hours advance notice, when a change in scheduling or cancellation is
14 unavoidable. Tutor shall also provide written justification, in a format
15 approved by ADMINISTRATOR, to the CFS Tutoring Services Coordinator within
16 three (3) business days of such change or cancellation.

17 3.2.7 Tutor shall immediately notify the CFS Tutoring Services
18 Coordinator via telephone when a CLIENT is a "No Show" for a tutoring session.
19 A No Show is defined as the tutor reporting to the service location at the
20 scheduled date/time but the CLIENT did not report for the same tutoring
21 service session. Within one (1) business day of a No Show, CONTRACTOR shall
22 contact the CLIENT's parent/caregiver (in the parent/caregiver's native
23 language) or NMD by telephone and send a written No Show letter (in the
24 parent/caregiver's native language) to the CLIENT's parent/caregiver or NMD.
25 A copy of each No Show letter shall be provided to the CFS Tutoring Services
26 Coordinator with the invoice packet for the month in which the No Show(s)
27 occurred.

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1 3.2.8 CONTRACTOR shall notify the CFS Tutoring Services
2 Coordinator of scheduling issues with a CLIENT after three (3) scheduling
3 attempts (verbal and/or written or any combination thereof), to schedule
4 tutoring services.

5 3.2.9 In collaboration with the CLIENT's parent/caregiver or
6 NMD, CONTRACTOR shall develop a process for communicating with the CLIENT's
7 school and/or teacher for coordination of efforts.

8 3.2.10 Extension of services is typically limited to one (1)
9 extension of twenty-five (25) hours. ADMINISTRATOR may, in its sole
10 discretion, approve more than one (1) extension and modify the hours per
11 extension to best meet the needs of the referred CLIENT.

12 3.3 MINIMUM STAFFING REQUIREMENTS

13 CONTRACTOR shall assign tutors who possess all of the following:

14 3.3.1 A Bachelor of Arts or Bachelor of Science degree from an
15 accredited college or university. A current multiple subjects teaching
16 credential (grades K-6) or single subject teaching credential (grades 7-12) is
17 desirable.

18 3.3.2 A minimum of one (1) year of experience tutoring children
19 in kindergarten (K) through twelfth (12th) grade.

20 3.3.3 A current/valid California driver's license with proof of
21 at least the California minimum levels of automobile insurance.

22 4. HOURS OF OPERATION

23 4.1 CONTRACTOR shall provide tutoring services during hours that are
24 responsive to the needs of the CLIENT and the parent/caregiver.

25 4.2 CONTRACTOR shall maintain a holiday schedule consistent with
26 COUNTY's holiday schedule: New Year's Day, Martin Luther King Day, President
27 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor
28 Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving,

1 and Christmas Day. CONTRACTOR shall obtain prior, written approval from
2 ADMINISTRATOR for holiday(s) in excess of those listed above. Failure of
3 CONTRACTOR to obtain advance approval shall result in CONTRACTOR incurring
4 upon itself all fiscal obligations related to non-COUNTY holiday(s), and shall
5 be deemed a material breach of this Agreement, pursuant to Paragraph 17, for
6 services not provided by CONTRACTOR during unapproved holiday(s).

7 5. GOALS, STRATEGIES, AND PERFORMANCE OUTCOMES

8 5.1 CONTRACTOR must maintain performance standards set for quality and
9 quantity of service. Qualitative and quantitative evaluations of services
10 will be conducted by representatives of the Children and Family Services
11 Division of SSA throughout the duration of the contract period; however,
12 regular program monitoring will be conducted on an annual basis or as needed.

13 5.2 The following Performance Outcomes have been identified for this
14 tutoring program:

15 5.2.1 To enable referred CLIENTS to receive tutoring services
16 from qualified tutors within the time period and frequencies as stated on each
17 referral, and to receive services that are managed and administered in a
18 professional manner.

19 5.2.2 To enable CLIENTS to improve their understanding and
20 mastery of the subject matter for which they are receiving tutoring services,
21 and to increase their academic performance as evidenced by a measureable
22 increase in post-assessment test scores.

23 5.3 A pre-assessment shall be administered by the tutor to each
24 referred CLIENT during the first meeting between the CLIENT and the assigned
25 tutor.

26 5.4 A post-assessment shall be administered by the tutor to each
27 CLIENT during the last meeting between the CLIENT and the tutor.

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1 5.5 ADMINISTRATOR shall evaluate the effectiveness of CONTRACTOR's
2 service delivery based on, but not limited to, the following criteria:

3 5.5.1 CONTRACTOR's ongoing service delivery to CLIENT until the
4 authorized tutoring service period(s) expire;

5 5.5.2 Tutor's ability to meet agreed upon schedule of
6 appointments and number of times tutors fails to keep appointment regardless
7 of reason;

8 5.5.3 Improvement in CLIENT's academic performance as measured
9 by assessments referenced in Subparagraphs 5.3 and 5.4; and

10 5.5.4 Results from Satisfaction Surveys (reference Subparagraph
11 7.6).

12 5.6 SSA is committed to ensuring services provided to CLIENTS adhere
13 to a Strengthening Families Approach and are in accordance with following Five
14 Protective Factors identified by the Center of Study of Social Policy as
15 preventing child abuse and neglect:

16 5.6.1 Provide Concrete Support in Times of Need;

17 5.6.2 Increase Parental Resilience;

18 5.6.3 Increase Knowledge of Parenting and Child Development;

19 5.6.4 Support the Social and Emotional Competence of Children;

20 and

21 5.6.5 Build Parents' Social Connections.

22 5.7 Tutoring has been identified as a Protective Factor that supports
23 the social and emotional competence of children. CONTRACTOR shall:

24 5.7.1 Participate as requested by ADMINISTRATOR in research
25 and/or evaluation studies designed to show the effectiveness of their tutoring
26 program;

27 5.7.2 Collaborate with ADMINISTRATOR to establish and provide
28 outcome measures as they become necessary to meet program goals and

objectives. Outcome measures may include, but are not limited to: satisfaction surveys, tracking logs, pre- and post-test results, and evaluation tools. ADMINISTRATOR measurement tools are subject to change based on program and evaluation needs as defined by the ADMINISTRATOR.

6. QUALITY ASSURANCE

The CFS Tutoring Services Coordinator and ADMINISTRATOR will conduct Utilization Reviews (URs) to evaluate the CONTRACTOR's compliance with required documentation, record-keeping, and service delivery performance. ADMINISTRATOR will determine the frequency of the URs and provide advance notification to the CONTRACTOR to ensure that specified staff are in attendance. CONTRACTOR will receive oral and written feedback regarding UR findings.

7. CLAIMS AND REPORTING REQUIREMENTS

7.1 MONTHLY CLAIMS (i.e., INVOICE)

7.1.1 CONTRACTOR shall submit a separate monthly invoice for court-ordered and non-court-ordered services provided during the previous month. Invoices shall be submitted by the twentieth (20th) calendar day of each month on a form approved by ADMINISTRATOR, per Subparagraph 18.3.1.

7.1.2 Monthly invoices shall include, but not be limited to, the requirements in Subparagraph 18.3.4 and the following:

7.1.2.1 Month of service;

7.1.2.2 Total court ordered or non-court ordered hours;

7.1.2.3 Total assessment hours;

7.1.2.4 Hourly rate;

7.1.2.5 Total amount due;

7.1.2.6 A copy of any No Show letter(s), if applicable;

7.1.2.7 A copy of any pre- and post-test results;

7.1.2.8 Monthly Service Log; and

7.1.2.9 Satisfaction Surveys.

7.2 MONTHLY SERVICE LOG

7.2.1 CONTRACTOR shall provide a separate Monthly Service Log for court-ordered and non-court-ordered services provided during the previous month. The log shall accompany the Monthly Invoice as supporting documentation for total hours claimed.

7.2.2 The Monthly Service Log shall be prepared in a format approved by ADMINISTRATOR and shall include the following information:

7.2.2.1 Month of service;

7.2.2.2 CONTRACTOR's name and address;

7.2.2.3 First and last name of each CLIENT served; and

7.2.2.4 Service language, service description, service date, service hours, hourly rate, subtotal amount(s), and grand total amount.

7.3 WRITTEN PLAN

7.3.1 After the initial meeting with CLIENT and CLIENT's parent/caregiver, or NMD, tutor shall prepare a brief Written Plan, in a format approved by ADMINISTRATOR, which shall include, but not be limited to:

7.3.1.1 Subjects to be covered, tutoring hours and times, and location where tutoring will be provided; and

7.3.1.2 One (1) to three (3) goals based on the needs of the CLIENT as identified by ADMINISTRATOR or as indicated in pre-assessment test results.

7.3.2 Tutor shall provide a copy of the Written Plan to CLIENT's parent/caregiver or NMD, and CFS Tutoring Services Coordinator within five (5) business days of initial meeting.

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1 7.4 MONTHLY PROGRESS REPORT/SIGN-IN SHEET

2 7.4.1 CONTRACTOR shall submit a Monthly Progress Report/Sign-In
3 Sheet for each CLIENT who received services during that month. Tutor shall
4 complete the Monthly Progress Report/Sign-In Sheet to provide a monthly
5 written update to the CFS Tutoring Services Coordinator documenting what
6 services were provided to each CLIENT, including their overall progress. A
7 copy of the Monthly Progress Report/Sign-In Sheet shall be provided by the CFS
8 Tutoring Services Coordinator to the CLIENT's assigned Social Worker. The
9 Monthly Progress Report/Sign-In Sheet shall include the following:

10 7.4.1.1 First and last name of each CLIENT;

11 7.4.1.2 Tutor's name;

12 7.4.1.3 Date(s) of tutoring service;

13 7.4.1.4 Start/end time of each tutoring session to the
14 nearest quarter hour;

15 7.4.1.5 Total number of hours for each date of
16 service;

17 7.4.1.6 Signature(s) of CLIENT's parent/caregiver, or
18 NMD's signature confirming tutoring services were provided; and

19 7.4.1.7 A progress summary noting the subject being
20 tutored and the CLIENT's overall progress or lack thereof.

21 7.5 FINAL EVALUATION REPORT

22 7.5.1 Upon conclusion of services for each CLIENT, Tutor shall
23 prepare a brief Final Evaluation Report, in a format approved by
24 ADMINISTRATOR, which shall include, but not be limited to the following:

25 7.5.1.1 A description of tutoring services provided to
26 the CLIENT;

27 7.5.1.2 CLIENT's success and/or failure in attaining
28 the goals referenced in Subparagraph 7.3.1.2 and applicable outcomes;

1 7.5.1.3 Pre- and post-test scores; and

2 7.5.1.4 Recommendation(s) regarding follow-up action,
3 if any.

4 7.5.2 The Final Evaluation Report shall be provided to the CFS
5 Tutoring Services Coordinator and to the CLIENT's parent/caregiver, or NMD
6 within five (5) business days of termination of services.

7 7.6 SATISFACTION SURVEY

8 Upon conclusion of services, tutor shall also provide NMD or CLIENT's
9 parent/caregiver, with the Satisfaction Survey to evaluate tutoring services
10 received. The content and format of the Satisfaction Survey shall be approved
11 by the ADMINISTRATOR. CONTRACTOR shall submit all completed and signed
12 Satisfaction Surveys with the monthly invoice.

13 7.7 ANNUAL STATISTICAL REPORT

14 7.7.1 CONTRACTOR shall prepare and submit to ADMINISTRATOR an
15 Annual Statistical Report by the twentieth (20th) calendar day of each July,
16 for services provided in the prior fiscal year. The Annual Statistical Report
17 shall be submitted in a format approved by the ADMINISTRATOR and shall
18 include, but not be limited to:

19 7.7.1.1 First and last names of all CLIENT's served;

20 7.7.1.2 Grade level of each CLIENT served;

21 7.7.1.3 The County in which CLIENT received tutoring
22 services;

23 7.7.1.4 Pre- and post-assessment score of each CLIENT
24 and corresponding increase or decrease in the scores;

25 7.7.1.5 Beginning and ending grade level or other
26 indicators of improved school performance as requested by the ADMINISTRATOR;

27 7.7.1.6 Number of tutoring hours provided to each
28 CLIENT;

1 7.7.1.7 Subtotal of tutoring hours provided each
2 month; and

3 7.7.1.8 Grand total of tutoring hours provided during
4 the entire fiscal year.

5 7.7.2 The ADMINISTRATOR reserves the right to request from the
6 CONTRACTOR statistical reports including the same elements referenced in
7 Subparagraphs 7.7.1.1 through 7.7.1.8 that cover various service periods as
8 needed by ADMINISTRATOR.

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