

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

THE RAISE FOUNDATION

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7 ~~THIS~~This AGREEMENT, entered into this 1st day of July ~~2015~~2018, which  
8 date is particularized for purpose of reference only, is by and between the  
9 COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and The Raise  
10 Foundation, a California non-profit corporation, qualified to transact  
11 interstate business in the State of California, hereinafter referred to as  
12 "CONTRACTOR." This Agreement shall be administered by the County of Orange  
13 Social Services Agency Director or designee, hereinafter referred to as  
14 "ADMINISTRATOR."

W I T N E S S E T H:

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17  
18 WHEREAS, COUNTY desires to contract with CONTRACTOR to coordinate the  
19 community's efforts to prevent and respond to child abuse, to coordinate  
20 community resources necessary to provide services to new high-risk parents;  
21 and

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

24 WHEREAS, such services are authorized and provided for pursuant to  
25 California Welfare and Institutions Code Sections 18961, 18967 and 18982 to  
26 18983;

27 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

28 ///

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EXHIBIT A

1.	POPULATION TO BE SERVED .....	1
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1. TERM

The term of this Agreement shall commence on July 1, ~~2015~~2018, and terminate on June 30, ~~2018~~2021, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing 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 19.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

2.1 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~~ are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

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

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

1 employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
2 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively  
3 the responsibility for the acts of its employees or agents as they relate to  
4 services to be provided during the course and scope of their employment.

5 3.2 CONTRACTOR, its agents, and employees ~~and volunteers~~ shall not be  
6 entitled to any rights and/or privileges of COUNTY employees, and shall not be  
7 considered in any manner to be COUNTY employees.

8 4. DESCRIPTION OF SERVICES, AND STAFFING

9 4.1 CONTRACTOR agrees to provide those services, facilities,  
10 equipment, and supplies, as described in the Exhibit "A" to the Agreement  
11 between County of Orange and The Raise Foundation, attached hereto and  
12 incorporated herein by reference. CONTRACTOR shall operate continuously  
13 throughout the term of this Agreement with the number and type of staff  
14 described and as required for provision of services hereunder.

15 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR  
16 may require changes in staffing allocations to reflect current workload  
17 demands or service needs as long as COUNTY's maximum obligation, as set forth  
18 in this Agreement, is not exceeded.

19 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send  
20 appropriate staff to attend an orientation session and subsequent training  
21 sessions given by COUNTY.

22 5. LICENSES AND STANDARDS

23 5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
24 required by the laws of the United States, State of California, (hereinafter  
25 referred to as "State"), County of Orange, and all other appropriate  
26 governmental agencies to perform the services described in this Agreement, and  
27 agrees to maintain these licenses and permits in effect for the duration of  
28 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct

1 themselves in compliance with such laws and licensure requirements, including,  
2 without limitation, compliance with laws applicable to sexual harassment and  
3 ethical behavior.

4 5.2 In the performance of this Agreement, CONTRACTOR shall comply,  
5 ~~unless waived in whole or in part by ADMINISTRATOR,~~ with all applicable  
6 provisions of the California Welfare and Institutions Code (WIC); Title 45 of  
7 the Code of Federal Regulations (CFR); ~~Federal Office of Management and Budget~~  
8 ~~(OMB) Circulars A-21, A-122, and A-87~~ implementing regulations under 2 CFR Part  
9 200, Uniform Administrative Requirements, Cost Principles, and Audit  
10 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable  
11 laws and regulations of the United States, State of California, County of  
12 Orange, and County of Orange Social Services Agency, and all administrative  
13 regulations, rules, and policies adopted thereunder, as each and all may now  
14 exist or be hereafter amended.

15 5.2.1 For ~~Federally~~ federally funded Agreements in the amount of  
16 \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are  
17 not debarred or suspended from ~~Federal~~ federal financial assistance programs  
18 and/or activities.

## 19 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

### 20 6.1 Delegation and Assignment÷

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

1 requiring COUNTY approval.

2 6.2 Subcontracts

3 CONTRACTOR shall not subcontract for services under this Agreement  
4 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents  
5 in writing to a subcontract, in no event shall the subcontract alter, in any  
6 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
7 be in writing and copies of same shall be provided to ADMINISTRATOR.  
8 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
9 require.

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  
24 in 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 ~~7.3 Real Property Disclosure:~~

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

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

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

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

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

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

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

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



1 ~~directors and stockholders of any private corporation, and a similar listing~~  
2 ~~of all general and limited partners of any partnership which is a party.~~

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

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

## 24 8. NON-DISCRIMINATION

25 8.1 In the performance of this Agreement, CONTRACTOR agrees that it  
26 shall not engage nor employ any unlawful discriminatory practices in the  
27 admission of clients, provision of services or benefits, assignment of  
28 accommodations, treatment, evaluation, employment of personnel, or in any

1 other respect, on the basis of race, religious creed, color, national origin,  
2 ancestry, physical disability, mental disability, medical condition, genetic  
3 information, marital status, sex, gender, gender identity, gender expression,  
4 age, sexual orientation, military and veteran status, or any other protected  
5 group, in accordance with the requirements of all applicable ~~Federal~~federal or  
6 State laws.

7 ~~8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which~~  
8 ~~meets the lawful and applicable requirements of the U.S. Department of Health~~  
9 ~~and Human Services.~~

10 ~~8.3~~8.2 CONTRACTOR shall furnish any and all information requested  
11 by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours,  
12 to books, records, and accounts in order to ascertain CONTRACTOR's compliance  
13 with Paragraph ~~8~~ et seq.

### 14 8.3 Non-Discrimination in Employment

15 ~~8.4~~8.3.1 CONTRACTOR shall comply with Executive Order 11246,  
16 entitled "Equal Employment Opportunity," as amended by Executive Order 11375  
17 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

### 18 ~~8.5 Non Discrimination in Employment:~~

19 ~~8.5-1~~8.3.2 All solicitations or advertisements for employees  
20 placed by or on behalf of CONTRACTOR shall state that all qualified applicants  
21 will receive consideration for employment without regard to race, religious  
22 creed, color, national origin, ancestry, physical disability, mental  
23 disability, medical condition, genetic information, marital status, sex,  
24 gender, gender identity, gender expression, age, sexual orientation, military  
25 and veteran status, or any other protected group, in accordance with the  
26 requirements of all applicable ~~Federal~~federal or State laws. Notices  
27 describing the provisions of the equal opportunity clause shall be posted in a  
28 conspicuous place for employees and job applicants.

1 ~~8-5-28.3.3~~ 8.3.3 CONTRACTOR shall refer any and all employees desirous  
2 of filing a formal discrimination complaint to:

3 California Department of Social Services

4 Public Inquiry and Response Bureau

5 P.O. Box 944243, M.S. 8-~~34~~-23

6 Sacramento, CA ~~94244-2430~~95814

7 Telephone: (800) 952-5253

8 (800) 952-8349 (For the hard of hearing)

9 ~~8-68.4~~ 8.4 Non-Discrimination in Service Delivery

10 ~~8-6-18.4.1~~ 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the  
11 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
12 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
13 Stamp Act of 1977, as amended, and in particular ~~Section 7~~ CFR section 272.6;  
14 Title II of the Americans with Disabilities Act of 1990, as amended;  
15 California Civil Code Section 51 et seq., as amended; California Government  
16 Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) ~~(1)~~,  
17 (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR)  
18 Sections 98000-98413; ~~Title 24, CCR Section 3105A(e)~~; the Dymally-Alatorre  
19 Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal  
20 of Barriers to Interethnic Adoption Act of 1996; and other applicable  
21 ~~Federal~~ federal and State laws, as well as their implementing regulations  
22 (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title  
23 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity,  
24 Affirmative Action, and Nondiscrimination, as each may now exist or be  
25 hereafter amended. CONTRACTOR shall not implement any administrative methods  
26 or procedures which would have a discriminatory effect or which would violate  
27 the California Department of Social Services (CDSS) ~~Manual of Policies and~~  
28 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of

1 this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other  
2 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-  
3 11139.5, or any other laws, or the issue may be referred to the appropriate  
4 ~~Federal~~federal agency for further compliance action and enforcement of  
5 Subparagraph 8.4 et seq.

6 ~~8.6.2~~8.4.2 CONTRACTOR shall provide any and all clients desirous  
7 of filing a formal complaint any and all information as appropriate:

8 ~~8.6.2.1~~8.4.2.1 Pamphlet: "Your Rights Under California  
9 Welfare Programs" (PUB 13)

10 ~~8.6.2.2~~8.4.2.2 Discrimination Complaint Form

11 ~~8.6.2.3~~8.4.2.3 Civil Rights Contacts:

12 County Civil Rights Contact:

13 Orange County Social Services Agency

14 Program Integrity

15 Attn: Civil Rights Coordinator

16 P.O. Box 22001

17 Santa Ana, CA 92702-2001

18 Telephone: (714) 438-8877

19 State Civil Rights Contact:

20 California Department of Social Services

21 Civil Rights Bureau

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

23 Sacramento, CA 94244-2430

24 Federal Civil Rights Contact:

25 U.S. Department of Health and Human Services

26 Office of Civil Rights

27 50 U.N. Plaza, Room 322

28 San Francisco, CA 94102



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

## 13 12. INSURANCE

14 12.1 Prior to the provision of services under this Agreement,  
 15 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
 16 ~~and to deposit with ADMINISTRATOR Certificates of Insurance~~, including all  
 17 endorsements required herein, necessary to satisfy COUNTY that the insurance  
 18 provisions of this Agreement have been complied with, ~~and~~. CONTRACTOR agrees  
 19 to keep such insurance coverage and the certificates therefore, Certificates  
 20 of Insurance and endorsements on deposit with ADMINISTRATOR during the entire  
 21 term of this Agreement. ~~CONTRACTOR~~ In addition, all subcontractors performing  
 22 work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance  
 23 subject to the same terms and conditions as set forth herein for CONTRACTOR.

24 ~~12.1~~ 12.2 CONTRACTOR shall ensure that all subcontractors performing  
 25 work on behalf of ~~Contractor~~ CONTRACTOR pursuant to this ~~agreement~~ Agreement  
 26 shall be covered under ~~Contractor's~~ CONTRACTOR's insurance as an Additional  
 27 Insured or maintain insurance subject to the same terms and conditions as set  
 28 forth herein for ~~Contractor.~~ ~~Contractor~~ CONTRACTOR. CONTRACTOR shall not

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

9 ~~12.2 CONTRACTOR shall ensure that all subcontractors performing work on~~  
 10 ~~behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject~~  
 11 ~~to the same terms and conditions as set forth herein for CONTRACTOR.~~

12 12.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be  
 13 clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles~~  
 14 ~~apply, indicate this on the Certificate of Insurance with a zero (0) by the~~  
 15 ~~appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or deductible~~  
 16 in an amount in excess of ~~\$25~~fifty thousand dollars (\$50,000 ~~(\$5,000 for~~  
 17 ~~automobile liability).~~) shall specifically be approved by the ~~County Executive~~  
 18 ~~Office (CEO)/Office of COUNTY's Risk Management Manager, or designee,~~ upon  
 19 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR  
 20 is approved, CONTRACTOR, in addition to, and without limitation of, any other  
 21 indemnity provision(s) in the Agreement, agrees to all of the following:

22 12.3.1 In addition to the duty to indemnify and hold COUNTY  
 23 harmless against any and all liability, claim, demand or suit resulting from  
 24 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this  
 25 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with  
 26 counsel approved by Board of Supervisors against same; and

27 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be  
 28 absolute and irrespective of any duty to indemnify or hold harmless; and

1                    12.3.3 The provisions of California Civil Code Section 2860  
 2 shall apply to any and all actions to which the duty to defend stated above  
 3 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though  
 4 CONTRACTOR was an insurer and COUNTY was the insured.

5                    12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
 6 the full term of this Agreement, COUNTY may terminate this Agreement.

7                    12.5 Qualified Insurer÷

8                    12.5.1 The policy or policies of insurance required herein must  
 9 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's  
 10 Rating) and VIII (Financial Size Category as determined by the most current  
 11 edition of the Best's Key Rating Guide/Property-Casualty/United States or  
 12 ambest.com). It is preferred, but not mandatory, that the insurer be licensed  
 13 to do business in the state of California (California Admitted Carrier).

14                    12.6 If the insurance carrier does not have an A.M. Best Rating of A-  
 15 /VIII, the CEO/Office of Risk Management retains the right to approve or  
 16 reject a carrier after a review of the company's performance and financial  
 17 rating.

18                    12.7 The policy or policies of insurance maintained by CONTRACTOR shall  
 19 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



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12.8 Required Coverage Forms

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

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

12.9 Required Endorsements

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

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

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

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

~~12.10~~ 12.11 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

1           ~~12.11 The Workers' Compensation policy shall contain a waiver of~~  
2 ~~subrogation endorsement waiving all rights of subrogation against the County~~  
3 ~~of Orange, its elected and appointed officials, officers, agents and~~  
4 ~~employees.~~

5           12.12 CONTRACTOR shall notify ~~County~~COUNTY in writing within thirty (30)  
6 days of any policy cancellation and ten (10) days for non-payment of premium  
7 and provide a copy of the cancellation notice to ~~County~~COUNTY. Failure to  
8 provide written notice of cancellation may constitute a material breach of the  
9 contract, upon which the ~~County~~COUNTY may suspend or terminate this Agreement.

10           12.13 The Commercial General Liability policy shall contain a  
11 severability of interests clause also known as a "separation of insureds"  
12 clause (standard in the ISO CG 0001 policy).

13           12.14 Insurance certificates should be mailed to COUNTY at the address  
14 indicated in Paragraph ~~99~~ of this Agreement.

15           12.15 If CONTRACTOR fails to provide the insurance certificates and  
16 endorsements within seven (7) days of notification by CEO/County Procurement  
17 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

18           12.16 COUNTY expressly retains the right to require CONTRACTOR to  
19 increase or decrease insurance of any of the above insurance types throughout  
20 the term of this Agreement. Any increase or decrease in insurance will be as  
21 deemed by County of Orange Risk Manager as appropriate to adequately protect  
22 COUNTY.

23           12.17 COUNTY shall notify CONTRACTOR in writing of changes in the  
24 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
25 certificates of insurance and endorsements with COUNTY incorporating such  
26 changes within thirty (30) days of receipt of such notice, this Agreement may  
27 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
28 entitled to all legal remedies.

1           12.18 The procuring of such required policy or policies of insurance  
2 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
3 fulfill the indemnification provisions and requirements of this Agreement, nor  
4 act in any way to reduce the policy coverage and limits available from the  
5 insurer.

6           13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

9           13.1 Any accident or incident relating to services performed under this  
10 Agreement ~~which~~that involves injury or property damage which may result in the  
11 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report~~  
12 ~~shall be made in writing within twenty-four (24) hours of occurrence.~~

13           13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
14 from or ~~related~~relating to services performed by CONTRACTOR under this  
15 Agreement. ~~Such report shall be submitted to COUNTY within twenty four (24)~~  
16 ~~hours of occurrence.~~

17           13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
18 property. ~~Such report shall be submitted to COUNTY within twenty four (24)~~  
19 ~~hours of occurrence.~~

20           13.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
21 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
22 under the term of this Agreement. ~~Such report shall be submitted to COUNTY~~  
23 ~~within twenty four (24) hours of occurrence.~~

24           14. CONFLICT OF INTEREST

25           ~~14.1~~ The CONTRACTOR shall exercise reasonable care and diligence to  
26 prevent any actions or conditions that could result in a conflict with the  
27 best interests of COUNTY. This obligation shall apply to CONTRACTOR,  
28 CONTRACTOR's employees, agents, relatives, and subcontractors, ~~and third~~

1 ~~parties~~ associated with accomplishing ~~the~~ work and services hereunder. The  
 2 CONTRACTOR's efforts shall include, but not be limited to, establishing  
 3 precautions to prevent its employees ~~or~~, agents, and subcontractors from  
 4 ~~making, receiving, providing,~~ or offering gifts, entertainment, payments,  
 5 loans, or other considerations which could be deemed to influence or appear to  
 6 influence ~~individuals to act contrary to~~ COUNTY staff or elected officers from  
 7 acting in the best interests of COUNTY.

#### 8 15. ANTI-PROSELYTISM PROVISION

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

#### 13 16. SUPPLANTING GOVERNMENT FUNDS

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

#### 23 ~~16-17~~. EQUIPMENT

24 ~~16-17.1~~ 17.1 All items purchased with funds provided under this  
 25 Agreement, or which are furnished to CONTRACTOR by COUNTY, which have a single  
 26 unit cost of at least five thousand dollars (\$5,000), including sales tax,  
 27 shall be considered Capital Equipment. Title to all Capital Equipment shall,  
 28 upon purchase, vest and remain in COUNTY. The use of such items of Capital

1 Equipment is limited to the performance of this Agreement. Upon the  
2 termination of this Agreement, CONTRACTOR shall immediately return any items  
3 of Capital Equipment to COUNTY or its representatives, or dispose of them in  
4 accordance with the directions of ADMINISTRATOR.

5 CONTRACTOR further agrees to the following:

6 ~~16.1.1~~17.1.1 To maintain all items of Capital Equipment in  
7 good working order and condition, normal wear and tear excepted.

8 ~~16.1.2~~17.1.2 To label all items of Capital Equipment, do  
9 periodic inventories as required by ADMINISTRATOR, and to maintain an  
10 inventory list showing where and how the Capital Equipment is being used, in  
11 accordance with procedures developed by ADMINISTRATOR. All such lists shall  
12 be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

13 ~~16.1.3~~17.1.3 To report in writing to ADMINISTRATOR  
14 immediately after discovery, the loss or theft of any items of Capital  
15 Equipment. For stolen items, the local law enforcement agency must be  
16 contacted and a copy of the police report submitted to ADMINISTRATOR.

17 ~~16.1.4~~17.1.4 To purchase a policy or policies of insurance  
18 covering loss or damage to any and all Capital Equipment purchased under this  
19 Agreement, in the amount of the full replacement value thereof, providing  
20 protection against the classification of fire, extended coverage, vandalism,  
21 malicious mischief, and special extended perils (all risks) covering the  
22 parties' interests as they appear.

23 ~~16.2~~17.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
24 requested in writing, shall require the prior written approval of  
25 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are  
26 appropriate and directly related to CONTRACTOR's service or activity under the  
27 terms of this Agreement. COUNTY may refuse reimbursement for any costs  
28 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,

1 if prior written approval has not been obtained from ADMINISTRATOR.

2 ~~16.3~~17.3 Personal Computer Equipment

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

6 ~~17.~~18. BREACH SANCTIONS

7 18.1 Failure by CONTRACTOR to comply with any of the provisions,  
8 covenants, or conditions of this Agreement shall be a material breach of this  
9 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate  
10 termination and any other remedies available at law, in equity, or otherwise  
11 specified in this Agreement:

12 ~~17.1~~18.1.1 Afford CONTRACTOR a time period within which to cure  
13 the breach, which period shall be established by ADMINISTRATOR; and/or

14 ~~17.2~~18.1.2 Discontinue reimbursement to CONTRACTOR for and during  
15 the period in which CONTRACTOR is in breach, which reimbursement shall not be  
16 entitled to later recovery; and/or

17 ~~17.3~~18.1.3 Offset against any monies billed by CONTRACTOR but yet  
18 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2  
19 above.

20 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
21 pursuant to this Paragraph, which notice shall be deemed served on the date of  
22 mailing.

23 ~~18.~~19. PAYMENTS

24 ~~18.1~~19.1 Maximum Contractual Obligation

25 The maximum obligation of COUNTY under this Agreement shall not  
26 exceed the amount of ~~\$896,622;~~ the 922,209, or actual allowable costs,  
27 whichever is less. The annual amount ~~of \$290,408~~ for each twelve (12) month  
28 period is as follows:

1                    19.1.1 \$307,403 for July 1, ~~2015~~2018 through June 30, ~~2016; the~~  
2 ~~amount of \$298,811~~2019;

3                    19.1.2 \$307,403 for July 1, ~~2016~~2019 through June 30, ~~2017~~2020;  
4 and ~~the amount of~~

5                    19.1.3 \$307,403 for July 1, ~~2017~~2020 through June 30, ~~2018, or~~  
6 ~~actual allowable costs, whichever is less~~2021.

7                    ~~18.2~~ 19.2 Allowable Costs:-

8                    During the term of this Agreement, COUNTY shall pay CONTRACTOR  
9 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR  
10 pursuant to this Agreement, as defined in ~~OMB Circular A-122~~Title 2 CFR Part  
11 200, or as approved by ADMINISTRATOR. However, COUNTY, in its sole  
12 discretion, may pay CONTRACTOR for anticipated allowable costs that will be  
13 incurred by CONTRACTOR for June ~~2016~~2019, June ~~2017~~2020 and June ~~2018~~2021,  
14 during the month of such anticipated expenditure.

15                    ~~18.3~~19.2 Match:-

16                    In providing services pursuant to this Agreement, CONTRACTOR shall  
17 provide a match in an amount no less than ten percent (10%) of the amount paid  
18 to CONTRACTOR by COUNTY during each year covered by this Agreement.  
19 CONTRACTOR shall not use government funds to provide its match without prior  
20 written approval by the government agency providing the funds and  
21 ADMINISTRATOR. The match shall be reflected on the monthly invoice and shall  
22 be deducted from payments made by COUNTY to CONTRACTOR. In the event there is  
23 a portion of the match unpaid at the termination of this Agreement, it shall  
24 be deducted from any monies owed CONTRACTOR by COUNTY, or paid to COUNTY upon  
25 demand.

26                    ~~18.4~~19.3 Claims:-

27                    ~~18.4.1~~19.3.1 CONTRACTOR shall submit monthly claims to be  
28 received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of

1 the month for expenses incurred in the preceding month. In the event the  
 2 twentieth (20<sup>th</sup>) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR  
 3 shall submit the claim the next business day. COUNTY holidays include New  
 4 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'  
 5 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
 6 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

7 ~~18.4.2~~19.3.2 All claims must be submitted on a form approved  
 8 by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
 9 source documents with the monthly claim, including, inter alia, a monthly  
 10 statement of services, general ledgers, supporting journals, time sheets,  
 11 invoices, canceled checks, receipts, and receiving records, some of which may  
 12 be required to be copied. Source documents that CONTRACTOR must submit shall  
 13 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
 14 shall retain all financial records in accordance with Paragraph 25 ~~(Records,~~  
 15 ~~Inspections, and Audits)~~ of this Agreement.

16 ~~18.4.3~~19.3.3 Payments should be released by COUNTY within a  
 17 reasonable time period of approximately thirty (30) days after receipt of a  
 18 correctly completed claim form and required supporting documentation.

19 ~~18.4.4~~19.3.4 Year End and Final Claims~~±~~

20 19.3.4.1 During each COUNTY fiscal year, July 1  
 21 through June 30, covered under the term of this Agreement, COUNTY may  
 22 establish two (2) billing periods (June 1<sup>st</sup> through June 15<sup>th</sup> and June 16<sup>th</sup>  
 23 through June 30<sup>th</sup>) for the month of June which shall require CONTRACTOR submit  
 24 separate invoice claims for each billing period. In the event COUNTY  
 25 determines a need for two (2) billing periods during any or all COUNTY fiscal  
 26 years, COUNTY will provide written notification to CONTRACTOR by the 15<sup>th</sup> of  
 27 May of each corresponding fiscal year, which will inform CONTRACTOR of  
 28 applicable invoice claim deadlines.



1 ~~18.4.4.1~~ CONTRACTOR shall submit a final claim for  
 2 each COUNTY fiscal year, July 1 through June 30, covered under the term of  
 3 this Agreement, as stated in Paragraph 1 ~~in accordance with subparagraphs~~  
 4 ~~19.4.4.2 to 19.4.4.4,~~ by no later than August ~~30~~30<sup>th</sup> of each corresponding  
 5 COUNTY fiscal year.

6 ~~18.4.4.2 Final claims for the term of July 1, 2015~~  
 7 ~~through June 30, 2016, must be received no later than August 30, 2016 at 5:00~~  
 8 ~~p.m.~~

9 ~~18.4.4.3 Final claims for the term of July 1, 2016~~  
 10 ~~through June 30, 2017, must be received no later than August 30, 2017 at 5:00~~  
 11 ~~p.m.~~

12 ~~18.4.4.4 Final claims for the term of July 1, 2017~~  
 13 ~~through June 30, 2018, must be received no later than August 30, 2018 at 5:00~~  
 14 ~~p.m.~~

15 ~~18.4.4.5~~19.3.4.2 Claims received after ~~the dates~~  
 16 ~~specified in Subparagraphs 19.4.4.2 to 19.4.4.4 may~~ August 30<sup>th</sup> of each  
 17 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not  
 18 be reimbursed. ADMINISTRATOR may, ~~in its sole discretion,~~ modify the date  
 19 upon which the final claim per ~~term~~each COUNTY fiscal year must be received,  
 20 upon written notice to CONTRACTOR.

21 ~~18.4.4.6~~19.3.4.3 The basis for final settlement shall  
 22 be the actual allowable costs as defined in Title 45 CFR and ~~OMB Circular A-~~  
 23 ~~1222~~ CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this  
 24 Agreement; limited, however, to the maximum obligation of COUNTY. In the  
 25 event that any overpayment has been made, COUNTY may offset the amount of the  
 26 overpayment against the final payment. In the event overpayment exceeds the  
 27 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)  
 28 business days of notice from COUNTY. Nothing herein shall be construed as

1 limiting the remedies of COUNTY in the event an overpayment has been made.

2 ~~///~~

3 ~~19-~~20. 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 ~~20-~~21. 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  
22 22. REVENUE

23 22.1 Whenever CONTRACTOR receives any money specifically designated for  
24 use in programs funded through this Agreement, excluding any funds specified  
25 as a CONTRACTOR match under this Agreement, such monies shall be considered to  
26 be a cost off-set and treated as a reduction against the amount claimed by  
27 CONTRACTOR.

28 22.2 CONTRACTOR is not required to apply grants or gifts which are

1 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY  
2 participates.

3 ~~21-23~~.FINAL REPORT

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

10 ~~22-24~~.INDEPENDENT AUDIT

11 ~~22-124.1~~ CONTRACTOR shall employ a licensed certified public  
12 accountant who shall prepare and file with ADMINISTRATOR an annual  
13 organization-wide audit of related expenditures during the term of this  
14 Agreement in compliance with the ~~OMB Circular A-133, Audits of States, Local~~  
15 ~~Governments~~31 USC 7501 - 7507, as well as its implementing regulations under 2  
16 CRF Part 200, Uniform Administrative Requirements, Cost Principles and Non-  
17 ~~Profit Organizations.~~Audit Requirements for Federal Awards. If CONTRACTOR is  
18 not subject to the aforementioned regulations for any year covered during the  
19 term of this Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent  
20 Auditor's Report of CONTRACTOR's financial statements. The audit must be  
21 performed in accordance with generally accepted government auditing standards  
22 ~~and OMB Circular A-122.~~ CONTRACTOR shall cooperate with COUNTY, State,  
23 and/or ~~Federal~~federal agencies to ensure that corrective action is taken  
24 within six (6) months after issuance of all audit reports with regard to audit  
25 exceptions.

26 ~~22-224.2~~ It is mutually understood that CONTRACTOR's yearly fiscal  
27 cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR  
28 copies of organization-wide audits for each of the fiscal cycles corresponding

1 with the term of this Agreement. CONTRACTOR shall provide each audit within  
 2 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to  
 3 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny  
 4 payment under this or any subsequent Agreement with CONTRACTOR until such time  
 5 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may  
 6 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

7 ~~23.~~25. RECORDS, INSPECTIONS, AND AUDITS

8 ~~23.1.~~25.1 Financial Records

9 ~~23.1.1.~~25.1.1 CONTRACTOR shall prepare and maintain accurate  
 10 and complete financial records. Financial records shall be retained, by  
 11 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
 12 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal  
 13 audits are completed, whichever is later.

14 ~~23.1.2.~~25.1.2 CONTRACTOR shall establish and maintain  
 15 reasonable accounting, internal control, and financial reporting standards in  
 16 conformity with generally accepted accounting principles established by the  
 17 American Institute of Certified Public Accountants and to the satisfaction of  
 18 ADMINISTRATOR.

19 ~~23.2.~~25.2 Client Records

20 ~~23.2.1.~~25.2.1 CONTRACTOR shall prepare and maintain accurate  
 21 and complete records of clients served and dates and type of services provided  
 22 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

23 ~~23.2.2.~~25.2.2 ~~All client records related to services~~CONTRACTOR  
 24 shall keep all COUNTY data provided ~~under~~to CONTRACTOR during the ~~terms~~term(s)  
 25 of this Agreement ~~shall be retained by CONTRACTOR~~ for a minimum of five (5)  
 26 years from the date of final payment under this Agreement, or until all  
 27 pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is  
 28 later. These records shall be stored in Orange County, unless CONTRACTOR

1 requests and COUNTY provides written approval for the right to store the  
 2 records in another county. Notwithstanding anything to the contrary, upon  
 3 termination of this Agreement, CONTRACTOR shall relinquish control with  
 4 respect to ~~client records~~COUNTY data to COUNTY in accordance with Subparagraph  
 5 42.2.

6 ~~23.2.3~~25.2.3 COUNTY may refuse payment for a claim if client  
 7 records are determined by COUNTY to be incomplete or inaccurate. In the event  
 8 client records are determined to be incomplete or inaccurate after payment has  
 9 been made, COUNTY may treat such payment as an overpayment within the  
 10 provisions of this Agreement.

11 ~~23.3~~25.3 Public Records

12 ~~With~~To the ~~exception of client records or other records referenced~~  
 13 ~~in Paragraph 30, entitled Confidentiality~~extent permissible under the law, all  
 14 records, including, but not limited to, reports, audits, notices, claims,  
 15 statements, and correspondence, required by this Agreement, may be subject to  
 16 public disclosure. COUNTY will not be liable for any such disclosure.

17 ~~23.4~~25.4 Inspections and Audits

18 ~~23.4.1~~25.4.1 The U.S. Department of Health and Human  
 19 Services, Comptroller General of the United States, Director of CDSS, State  
 20 Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
 21 Department, or any of their authorized representatives, shall have access to  
 22 any books, documents, papers, and records, including medical records, of  
 23 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
 24 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned  
 25 persons have the right at all reasonable times to inspect or otherwise  
 26 evaluate the work performed or being performed under this Agreement and the  
 27 premises in which it is being performed.

28 ~~23.4.2~~25.4.2 CONTRACTOR shall make its books and ~~financial~~

1 records available within the borders of Orange County within ten (10) days of  
2 receipt of written demand by ADMINISTRATOR.

3 ~~23.4.3~~25.4.3 In the event CONTRACTOR does not make available  
4 its books and financial records within the borders of Orange County,  
5 CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by  
6 COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and  
7 ~~financial~~ records.

8 ~~23.4.4~~25.4.4 CONTRACTOR shall pay to COUNTY the full amount  
9 of COUNTY's liability to the State or Federal ~~government~~Government or any  
10 agency thereof resulting from any disallowances or other audit exceptions to  
11 the extent that such liability is attributable to CONTRACTOR's failure to  
12 perform under this Agreement.

13 ~~23.5~~25.5 Evaluation Studies÷

14 ~~23.5.1~~25.5.1 CONTRACTOR shall participate, as requested by  
15 COUNTY, in research and/or evaluative studies designed to show the  
16 effectiveness and/or efficiency of CONTRACTOR's services or provide  
17 information about CONTRACTOR's project.

18 ~~24.26~~26. PERSONNEL DISCLOSURE

19 ~~24.1~~26.1 CONTRACTOR shall make available to ADMINISTRATOR a current  
20 list of all personnel providing services hereunder, including résumés and job  
21 applications. Changes to the list will be immediately provided to  
22 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job  
23 application. The list shall include:

24 ~~24.1.1~~26.1.1 Names and dates of birth of all full or part-  
25 time personnel by title, including volunteer personnel, whose direct services  
26 are required to provide the programs described herein;

27 ~~24.1.2~~26.1.2 A brief description of the functions of each  
28 position and the hours each person works each week÷, or for part-time

1 personnel, each day or month, as appropriate;

2 ~~24.1.3~~26.1.3 The professional degree, if applicable, and  
3 experience required for each position; and

4 ~~24.1.4~~26.1.4 The language skill, if applicable, for all  
5 personnel.

6 ~~24.2~~26.2 ~~CONTRACTOR's employment applications~~Where authorized by law,  
7 and in a manner consistent with California Government Code §12952, CONTRACTOR  
8 shall require ~~applicants~~prospective employees to provide detailed information  
9 regarding the conviction of a crime by any court, for offenses other than  
10 minor traffic offenses. Information ~~not disclosed in the employment~~  
11 ~~application~~ discovered subsequent to the hiring or promotion of any ~~applicant~~  
12 prospective employee shall be cause for termination ~~of that employee~~ from the  
13 performance of services under this Agreement.

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

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

Paragraph and ~~comparable~~ their performance of services under this Agreement.

26.5 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 26.3 and 26.4 are completed prior to those required for CONTRACTOR's personnel providing services under this Agreement.

~~24.3~~ 26.6 In the event a record is revealed through the processes described in Subparagraphs 26.3 and 26.4, COUNTY employees will be available to consult with CONTRACTOR on appropriateness of personnel providing services through this Agreement.

~~24.4~~ 26.7 CONTRACTOR warrants that all persons employed or otherwise assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. ~~—~~CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for each employee and/or volunteer assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are completed, whichever is later, in compliance with all applicable laws.

~~24.5~~ 26.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any paid employee and/or volunteer staff performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such employee and/or volunteer may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~18~~ 18 above.



1           ~~24.6~~26.9 COUNTY has the right to approve or disapprove all of  
2 CONTRACTOR's staff performing work hereunder, and any proposed changes in  
3 CONTRACTOR's staff.

4           ~~24.7~~26.10 COUNTY shall have the right to require CONTRACTOR to remove  
5 any employee from the performance of services under this Agreement. At the  
6 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

7           ~~24.8~~26.11 CONTRACTOR shall notify COUNTY immediately when staff is  
8 terminated for cause from working on this Agreement.

9           ~~24.9~~26.12 Disqualification, if any, of CONTRACTOR staff, pursuant to  
10 Paragraph ~~25~~26, shall not relieve CONTRACTOR of its obligation to complete all  
11 work in accordance with the terms and conditions of this Agreement.

12 ~~25-27~~. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 for employment of any persons performing work under this Agreement.

2 ~~26-~~28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

3 ~~28.1 In order to comply~~ CONTRACTOR certifies it is in full compliance  
4 with ~~child support enforcement~~ all applicable federal and State reporting  
5 requirements ~~of~~ regarding its employees and with all lawfully served Wage and  
6 Earnings Assignment Orders and Notices of Assignments and will continue to be  
7 in compliance throughout the term of the Agreement with the County of Orange.  
8 Failure to comply shall constitute a material breach of the Agreement and  
9 failure to cure such breach within sixty (60) calendar days of notice from the  
10 COUNTY, shall constitute grounds for termination of the Agreement.

11 ~~26.1~~28.2 In the case of an individual contractor or contractor doing  
12 business in a form other than an individual, CONTRACTOR agrees to furnish ~~to~~  
13 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

14 ~~(a) 28.2.1 in the case of an individual contractor, his~~ His/her name,  
15 date of birth, Social Security ~~number~~ Number, and residence address: or

16 ~~(b) 28.2.2 in~~ In the case of a contractor doing business in a form  
17 other than as an individual, the name, ~~date~~ date of birth, Social Security  
18 ~~number~~ Number, and residence address of each individual who owns an interest of  
19 ten percent (10%) or more in the contracting entity; .

20 ~~(c) a certification that CONTRACTOR has fully complied with all~~  
21 ~~applicable Federal and State reporting requirements regarding its~~  
22 ~~employees; and~~

23 ~~///~~

24 ~~///~~

25 ~~(d) a certification that CONTRACTOR has fully complied with all~~  
26 ~~lawfully served Wage and Earnings Assignment Orders and Notices of~~  
27 ~~Assignment, and will continue to so comply.~~

28 ~~26.2 The failure of CONTRACTOR to timely submit the data or~~

~~certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.~~

~~26-3~~28.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

~~27-29~~.CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

~~28-30~~.NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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

2 ~~29-31~~.CONFIDENTIALITY

3 ~~29-131.1~~ CONTRACTOR agrees to maintain the confidentiality of its  
4 records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division  
5 19-000, and all other provisions of law, and regulations promulgated  
6 thereunder relating to privacy and confidentiality, as each may now exist or  
7 be hereafter amended.

8 ~~29-231.2~~ All records and information concerning any and all persons  
9 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
10 kept confidential by CONTRACTOR, and CONTRACTOR's ~~staff~~employees, agents,  
11 ~~employees~~subcontractors, and ~~volunteers~~. all other individuals performing  
12 services under this Agreement. CONTRACTOR shall require all of its employees,  
13 agents, subcontractors, and ~~volunteer staff who may provide~~all other  
14 individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an  
15 agreement with CONTRACTOR before commencing the provision of any such  
16 services, agreeing to maintain ~~the~~ confidentiality ~~of any and all~~  
17 ~~materials~~pursuant to State and ~~information with which they may come into~~  
18 ~~contact, or the identities or any identifying characteristics or information~~  
19 ~~with respect to any and all participants referred to CONTRACTOR by COUNTY,~~  
20 ~~except as may be required to provide services under this Agreement or to those~~  
21 ~~specified in~~ federal law and the terms of this Agreement ~~as having the~~  
22 ~~capacity to audit CONTRACTOR, and as to the latter, only during such audit.~~  
23 ~~CONTRACTOR shall comply with any audits specified in Paragraph 24, provide~~  
24 ~~reports and any other information required by COUNTY in the administration of~~  
25 ~~this Agreement, and as otherwise permitted by law.~~

26 ~~29-331.3~~ CONTRACTOR shall inform all of its employees, agents,  
27 subcontractors, ~~volunteers and partners~~and all other individuals performing  
28 services under this Agreement of this provision and that any person violating

1 the provisions of said ~~State~~California state law may be guilty of a crime.

2 ~~29.4~~31.4 CONTRACTOR agrees that any and all subcontracts entered into  
3 shall be subject to the confidentiality requirements of this Agreement.

4 ~~29.5~~31.5 CONTRACTOR agrees to maintain the confidentiality of its  
5 records with respect to Juvenile Court matters, in accordance with WIC Section  
6 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
7 regarding Confidentiality, as it now exists or may hereafter be amended.

8 ~~29.5.1~~31.5.1 No access, disclosure, or release of information  
9 regarding a child who is the subject of Juvenile Court proceedings shall be  
10 permitted except as authorized. If authorization is in doubt, no such  
11 information shall be released without the written approval of a Judge of the  
12 Juvenile Court.

13 ~~29.5.2~~31.5.2 CONTRACTOR must receive prior written approval  
14 of the Juvenile Court before allowing any child to be interviewed,  
15 photographed, or recorded by any publication or organization, or to appear on  
16 any radio, television, or internet broadcast or make any other public  
17 appearance. Such approval shall be requested through child's Social Worker.

## 18 32. SECURITY

### 19 32.1 Security Requirements

20 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all  
21 COUNTY and COUNTY-related records and information pursuant to all statutory  
22 laws relating to privacy and confidentiality that currently exists or exists  
23 at any time during the term of this Agreement. CONTRACTOR represents and  
24 warrants that it has implemented and will maintain during the term of this  
25 Agreement administrative, physical, and technical safeguards to reasonably  
26 protect private and confidential client information, to protect against  
27 anticipated threats to the security or integrity of COUNTY data, and to  
28 protect against unauthorized physical or electronic access to or use of COUNTY

1 data. Such safeguards and controls shall include at a minimum:

2 32.1.1.1 Storage of confidential paper files that  
3 ensures records are secured, handled, transported, and destroyed in a manner  
4 that prevents unauthorized access.

5 32.1.1.2 Control of access to physical and electronic  
6 records to ensure COUNTY data is accessed only by individuals with a need to  
7 know for the delivery of contract services.

8 32.1.1.3 Control to prevent unauthorized access and to  
9 prevent CONTRACTOR employees from providing COUNTY data to unauthorized  
10 individuals.

11 32.1.1.4 Firewall protection.

12 32.1.1.5 Use of encryption methods of electronic  
13 COUNTY data while in transit from CONTRACTOR networks to external networks,  
14 when applicable.

15 32.1.1.6 Measures to securely store all COUNTY data,  
16 including, but not be limited to, encryption at rest and multiple levels of  
17 authentication and measures to ensure COUNTY data shall not be altered or  
18 corrupted without COUNTY's prior written consent. CONTRACTOR further  
19 represents and warrants that it has implemented and will maintain during the  
20 term of this Agreement administrative, technical, and physical safeguards and  
21 controls consistent with State and federal security requirements.

22 32.2 Security Breach Notification

23 32.2.1 CONTRACTOR shall have policies and procedures in place  
24 for the effective management of Security Breaches, as defined below. In the  
25 event of any actual, attempted, suspected, threatened, or reasonably  
26 foreseeable circumstance CONTRACTOR experiences or learns of that either  
27 compromises or could reasonably be expected to comprise COUNTY data through  
28 unauthorized use, disclosure, or acquisition of COUNTY data ("Security

1 Breach”). CONTRACTOR shall immediately notify COUNTY of its discovery. After  
2 such notification, CONTRACTOR shall, at its own expense, immediately:

3 32.2.1.1 Investigate to determine the nature and  
4 extent of the Security Breach.

5 32.2.1.2 Contain the incident by taking necessary  
6 action, including, but not limited to, attempting to recover records, revoking  
7 access, and/or correcting weaknesses in security.

8 32.2.1.3 Report to COUNTY the nature of the Security  
9 Breach, the COUNTY data used or disclosed, the person who made the  
10 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has  
11 done or will do to mitigate any harmful effect of the unauthorized use or  
12 disclosure, and the corrective action CONTRACTOR has taken or will take to  
13 prevent future similar unauthorized use or disclosure.

14 32.2.2 The COUNTY, at its sole discretion and on a case-by-case  
15 basis, will determine what actions are necessary in response to the Security  
16 Breach and who will perform these actions. Actions may include, but are not  
17 limited to: notifications; investigation and remediation costs, including  
18 notification of all whose personal information was disclosed; outside  
19 investigation; forensics; counsel; crisis management; and credit monitoring.  
20 In the event COUNTY determines CONTRACTOR will conduct additional action(s),  
21 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional  
22 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR  
23 shall reimburse COUNTY for costs associated to legally required actions.

24 ~~30-33~~. COPYRIGHT ACCESS

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

~~31-34~~. WAIVER

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

~~32-35~~. PETTY CASH

CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed one thousand dollars (\$1,000-~~00~~).

~~33-36~~. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

36.2 CONTRACTOR, ~~concerning the services provided under~~ may develop and publish information related to this Agreement shall state where all of the following conditions are satisfied:

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

~~33-1~~36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is



1 funded through ~~COUNTY~~County, State, and Federal ~~government~~Government funds-;

2 ~~33.2 CONTRACTOR shall not disclose any details in connection with this~~  
3 ~~Agreement to any person or entity except as may be otherwise provided~~  
4 ~~hereunder or required by law. However, in recognizing CONTRACTOR's need to~~  
5 ~~identify its services and related clients to sustain itself, COUNTY shall not~~  
6 ~~inhibit CONTRACTOR from publishing its role under this Agreement within the~~  
7 ~~following conditions:~~

8 ~~33.2.1 CONTRACTOR shall develop all publicity material in a~~  
9 ~~professional manner; and~~

10 ~~33.2.2 During the term of this Agreement, CONTRACTOR shall not,~~  
11 ~~and shall not authorize another to, publish or disseminate any commercial~~  
12 ~~advertisements, press releases, feature articles, or other materials using the~~  
13 ~~name of COUNTY without the prior written consent of COUNTY. COUNTY shall not~~  
14 ~~unreasonably withhold written consent.~~

15 ~~34. COUNTY RESPONSIBILITIES~~

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

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

20 36.2.3.1 Any commercial product or service; and,

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

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

1 [described within this Agreement. The policy is available on the Internet at](#)  
2 [http://www.ocgov.com/gov/ceo/cio/govpolicies.](http://www.ocgov.com/gov/ceo/cio/govpolicies)

3 ~~35-37~~.REPORTS

4 ~~35-1~~37.1 CONTRACTOR shall provide information deemed necessary by  
5 ADMINISTRATOR to complete any State-required reports related to the services  
6 provided under this Agreement.

7 ~~35-2~~37.2 CONTRACTOR shall maintain records and submit reports  
8 containing such data and information regarding the performance of CONTRACTOR's  
9 services, costs, [time studies for funded staff positions](#) or other data  
10 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form  
11 approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this  
12 Paragraph upon written notice to CONTRACTOR.

13 ~~36-38~~.ENERGY EFFICIENCY STANDARDS

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

17 ~~37-39~~.ENVIRONMENTAL PROTECTION STANDARDS

18 CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act  
19 [Title 42 USC Section ~~1857(h)~~], ~~Section 508 of~~[7401 et seq.](#), the Clean Water  
20 Act (Title 33 USC Section ~~1368~~),[1251 et seq.](#), Executive Order 11738 and  
21 Environmental Protection Agency, hereinafter referred to as "EPA," regulations  
22 (Title 40 CFR ~~Part 15~~), as any may now exist or be hereafter amended. Under  
23 these laws and regulations, CONTRACTOR assures that:

24 ~~37-1~~39.1 No facility to be utilized in the performance of the  
25 proposed grant has been listed on the EPA List of Violating Facilities;

26 ~~37-2~~39.2 It will notify COUNTY prior to award of the receipt of any  
27 communication from the Director, Office of Federal Activities, U.S. EPA,  
28 indicating that a facility to be utilized for the grant is under consideration

1 to be listed on the EPA List of Violating Facilities; and

2 ~~37.339.3~~ It will notify COUNTY and EPA about any known violation of  
3 the above laws and regulations.

4 ~~38.40.~~ CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
5 FEDERAL TRANSACTIONS

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

14 40.1.1 ~~A.~~ The definitions and prohibitions contained in the  
15 clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to  
16 Influence Certain Federal Transactions, included in this solicitation, are  
17 hereby incorporated by reference in ~~Paragraph (B)~~Subparagraph B of this  
18 certification.

19 40.1.2 ~~B.~~ The offeror, by signing its offer, hereby certifies to  
20 the best of his or her knowledge and belief as of December 23, 1989, that

21 ~~1)~~40.1.2.1 No ~~Federal~~federal appropriated funds have  
22 been paid or will be paid to any person for influencing or attempting to  
23 influence an officer or employee of any agency, a Member of Congress, an  
24 officer or employee of Congress, or an employee of a Member of Congress on his  
25 or her behalf in connection with the awarding of any ~~Federal~~federal contract,  
26 the making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan,  
27 the entering into of any cooperative agreement, and the extension,  
28 continuation, renewal, amendment, or modification of any ~~Federal~~federal

1 contract, grant, loan or cooperative agreement;

2 ~~2)~~40.1.2.2 If any funds other than ~~Federal~~federal  
3 appropriated funds (including profit or fee received under a covered  
4 ~~Federal~~federal transaction) have been paid, or will be paid, to any person for  
5 influencing or attempting to influence an officer or employee of any agency, a  
6 Member of Congress, an officer or employee of Congress, or an employee of a  
7 Member of Congress on his or her behalf in connection with this solicitation,  
8 the offeror shall complete and submit, with its offer, OMB standard form LLL,  
9 Disclosure of Lobbying Activities, to the Contracting Officer; and

10 ~~3)~~40.1.2.3 He or she will include the language of this  
11 certification in all subcontract awards at any tier and require that all  
12 recipients of subcontract awards in excess of \$100,000 shall certify and  
13 disclose accordingly.

14 40.1.3 ~~C.~~ Submission of this certification and disclosure is a  
15 prerequisite for making or entering into this Agreement imposed by Section  
16 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
17 this provision or who fails to file or amend the disclosure form to be filed  
18 or amended by this provision, shall be subject to a civil penalty of not less  
19 than \$10,000, and not more than \$100,000, for each such failure.

20 ~~39.~~41. POLITICAL ACTIVITY

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

24 ~~40.~~42. TERMINATION PROVISIONS

25 ~~40.~~42.1 ADMINISTRATOR may terminate this Agreement without penalty,  
26 immediately with cause or after thirty (30) days written notice without cause,  
27 unless otherwise specified. Notice shall be deemed served on the date of  
28 mailing. Cause shall include, but not be ~~defined as~~limited, to any breach of

1 contract, any partial misrepresentation ~~or whether negligent or willful~~, fraud  
 2 on the part of CONTRACTOR~~—~~, discontinuance of the services for reasons within  
 3 CONTRACTOR's reasonable control, and repeated or continued violations of  
 4 COUNTY ordinances unrelated to performance under this Agreement that, in the  
 5 reasonable opinion of COUNTY, indicate a willful or reckless disregard for  
 6 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to  
 7 terminate this Agreement shall relieve COUNTY of all further obligations under  
 8 this Agreement.

9 ~~40.242.2 Upon termination, or notice thereof,~~ For ninety (90) calendar  
 10 days prior to the expiration date of this Agreement, or upon notice of  
 11 termination of this Agreement ("Transition Period"), CONTRACTOR agrees to  
 12 cooperate with ADMINISTRATOR in the orderly transfer of service  
 13 responsibilities, ~~active case records, and pertinent documents.~~ case records,  
 14 and pertinent documents. The Transition Period may be modified as agreed upon  
 15 in writing by the parties. During the Transition Period, service and data  
 16 access shall continue to be made available to COUNTY without alteration.  
 17 CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all  
 18 data in the format determined by COUNTY.

19 42.3 In the event of termination of this Agreement, cessation of  
 20 business by CONTRACTOR, or any other event preventing CONTRACTOR from  
 21 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data  
 22 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if  
 23 requested to do so on such media as reasonably requested by COUNTY, even if  
 24 COUNTY is then or is alleged to be in breach of this Agreement.

25 ~~40.342.4~~ 42.4 The obligations of COUNTY under this Agreement are  
 26 contingent upon the availability of ~~Federal~~ federal and/or State funds, as  
 27 applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion  
 28 of sufficient funds for the services hereunder in the budget approved by the

1 Orange County Board of Supervisors each fiscal year this Agreement remains in  
2 effect or operation. In the event that such funding is terminated or reduced,  
3 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's  
4 maximum obligation, or modify this Agreement, without penalty. The decision  
5 of ADMINISTRATOR will be binding on CONTRACTOR. ADMINISTRATOR will provide  
6 CONTRACTOR with written notification of such determination. CONTRACTOR shall  
7 immediately comply with ADMINISTRATOR's decision.

8 ~~40-42.5~~ If any term, covenant, condition, or provision of this  
9 Agreement or the application thereof is held invalid, void, or unenforceable,  
10 the remainder of the provisions in this Agreement shall ~~not~~ remain in full  
11 force and effect and shall in no way be affected, impaired, or invalidated  
12 thereby.

#### 13 ~~41-43.~~ GOVERNING LAW AND VENUE

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

#### 23 ~~42-44.~~ SIGNATURE IN COUNTERPARTS

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

27 CONTRACTOR represents and warrants that the person executing this  
28 Agreement on behalf of and for CONTRACTOR is an authorized agent who has

1 actual authority to bind CONTRACTOR to each and every term, condition and  
2 obligation of this Agreement and that all requirements of CONTRACTOR have been  
3 fulfilled to provide such actual authority.

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
ELDON BABER CHAIRMAN  
EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS  
THE RAISE FOUNDATION 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: \_\_\_\_\_



EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
THE RAISE FOUNDATION

1. ~~POPULATION TO BE SERVED~~ PURPOSE

CONTRACTOR's primary purpose, as the designated County of Orange Child Abuse Prevention Coordinating Council, hereinafter referred to as "COUNCIL," shall be to coordinate the community's efforts to prevent and respond to child abuse.

2. CONTRACTOR'S RESPONSIBILITIES

2.1 CONTRACTOR's responsibilities shall include, but not be limited to the following:

~~2.1~~

2.1.1 Pursuant to Welfare and Institutions Code (WIC) Section 18983.6, develop and maintain a protocol for interagency coordination and provide yearly reports to the Orange County Board of Supervisors which shall include the COUNCIL's actions, a summary of program activities, accomplishments and ~~program~~ recommendations. The yearly report shall be completed for each contract year. CONTRACTOR shall submit the report to ADMINISTRATOR for review and approval prior to submission to the Orange County Board of Supervisors by ~~April-August~~ 15 each contract year, or as mutually agreed upon with ADMINISTRATOR.

2.1.2 Pursuant to WIC Section 18982.2 (a) through (e),

2.1.2.1 Provide a forum for interagency cooperation

1 and coordination in the prevention, detection, treatment, and legal processing  
2 of child abuse cases;

3 2.1.2.2 Promote public awareness, to include but not  
4 be limited to community presentations, of the abuse and neglect of children,  
5 the resources available for intervention and treatment;

6 2.1.2.3 Encourage and facilitate training of  
7 professionals in the detection, treatment, and prevention of child abuse and  
8 neglect;

9 2.1.2.4 Recommend improvements in services to  
10 families and victims;

11 2.1.2.5 Encourage and facilitate community support  
12 for child abuse and neglect programs.

13 2.1.3 Provide leadership by facilitating and/or encouraging  
14 other community organizations in the development of community-based child  
15 abuse prevention programs that are readily accessible to families.

16 2.1.4 ~~Cooperate with ADMINISTRATOR in establishing and meeting~~  
17 ~~performance outcomes as they may be developed and implemented throughout the~~  
18 ~~term of this Agreement.~~

19 2.1.5 Develop and maintain ~~The Raise Foundation~~COUNCIL website  
20 that includes information such as general description of CONTRACTOR, the  
21 quarterly newsletter ~~(“The Blue Ribbon”)~~, any training ~~and or~~ conference  
22 schedules, volunteer opportunities and committees and ~~networks~~other  
23 information as referenced in Subparagraph 2.1.2.

24 2.1.6 Coordinate community resources necessary to provide  
25 services to new high-risk parents.

26 2.1.7 Provide printed information on positive parenting, child  
27 safety, and child abuse awareness to families identified as at risk of child  
28 abuse.

1                   2.1.8     Maintain COUNCIL mailing list.

2                   2.1.9     Develop and distribute quarterly newsletters. Contractor  
3 shall obtain ~~Administrator~~ADMINISTRATOR approval as to content before  
4 distribution. ~~-with approval from ADMINISTRATOR.~~

5                   2.2     Pursuant to WIC Section 18982.3, CONTRACTOR may form committees to  
6 carry out specific functions, such as the following:

7                   2.2.1     Interagency coordination committees;

8                   2.2.2     Multidisciplinary personnel teams;

9                   2.2.3     Professional training committees;

10                  2.2.4     Public awareness committees;

11                  2.2.5     Service improvement committees;

12                  2.2.6     Advocacy committees;

13                  2.2.7     Fundraising committees.

14                  2.3     ~~-Coordinate and conduct Child Abuse Prevention Month activities~~  
15 and events in March or April of every year of the term of this Agreement,  
16 including but not limited to hosting a community based public awareness event,  
17 open to all county residents, as a kick-off event to Child Abuse Prevention  
18 Month.

19                  2.4     Distribute child abuse prevention materials on an ongoing basis  
20 throughout the term of this Agreement at community events such as health,  
21 outreach and public information fairs; via Family Resource Centers located in  
22 Orange County; and through Public Service Information announcements and social  
23 media including COUNCIL website. Child abuse prevention materials shall  
24 include but not be limited to:

25                   2.4.1     Brochures, flyers, and posters;

26                   2.4.2     Promotional items; and

27                   2.4.3     Age-appropriate parenting tips and parenting best  
28 practices.

1           2.5 Develop and maintain at least twelve (12) Memorandums of  
2 Understanding with family-strengthening agencies on the distribution of child  
3 abuse prevention literature.

4           ~~2.2.7~~2.6 Provide a minimum of three thousand (3,000) person-hours of  
5 accredited training every year of the term of this Agreement. Continuing  
6 Medical Education (CME), Continuing Education Unit (CEU) for social workers or  
7 nurses, and Peace Officer Standards and Training (POST) credits or Continuing  
8 Legal Education (CLE) will all count as accredited training. All credits may  
9 be in person or online and the distributed credits will remain the outcome  
10 measure regardless of event attendance. Additional credit types may be  
11 approved in advance by the ADMINISTRATOR.

12       3.    HOURS OF OPERATION

13           3.1    CONTRACTOR shall provide services during hours that are responsive  
14 to the needs of the target population(s) as determined by ADMINISTRATOR. At a  
15 minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00  
16 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County  
17 Board of Supervisors.

18           3.2    CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday  
19 schedule which is as follows: New Year's Day, Martin Luther King Day,  
20 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
21 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
22 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written  
23 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday  
24 schedule. Any unauthorized closure shall be deemed a material breach of this  
25 Agreement, pursuant to Paragraph 18, and shall not be reimbursed. CONTRACTOR  
26 is encouraged to provide the contracted services on holidays, whenever  
27 possible.

28       4.    GOALS

~~CONTRACTOR's goals with respect to this Exhibit A are as follows:~~

~~4.1 Coordinate and conduct Child Abuse Prevention Month activities and events in March or April of every year of the term of this Agreement, including but not limited to hosting a community based public awareness event, open to all county residents, as a kick-off event to Child Abuse Prevention Month.~~

~~4.2 Distribute child abuse prevention materials on an ongoing basis throughout the term of this Agreement at community events such as health, outreach and public information fairs and the "Festival of Children"; via Family Resource Centers located in Orange County; and through Public Service Information announcements and social media (e.g. Facebook, Twitter and Raise Foundation Webpage). Child abuse prevention materials shall include but not be limited to:~~

~~4.2.1 Brochures, flyers, and posters;~~

~~4.2.2 Promotional items; and~~

~~4.2.3 Age-appropriate parenting tips and parenting best practices.~~

~~4.3 Conduct an "Annual Child Abuse Prevention and Treatment Conference" every year of the term of this Agreement.~~

~~4.4.3 Conduct "Prevent Child Abuse Network" trainings on a quarterly basis throughout the term of this Agreement.~~

5. FACILITIES

Administrative services under this Agreement shall be provided at:

The Raise Foundation  
2900 Bristol Street, J201  
Costa Mesa, CA 92626

CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without

changing COUNTY's maximum obligation.

6. COUNCIL MEMBERSHIP

       In accordance with WIC Section 18982.1, CONTRACTOR shall ~~encourage~~ ensure comprehensive membership representation from the following on the Child Abuse Prevention Council (CAPC)÷;

6.1 Public child welfare services, including the County of Orange Social Services Agency (SSA), Probation Department, and licensing agencies.

6.2 Criminal justice system, including law enforcement, office of the district attorney, office of the public defender, the courts, and the coroner.

6.3 Prevention and treatment services communities, including medical and mental health services, community-based social services, and public and private schools.

6.4 Community representatives, including volunteers, civic organizations, and the religious community.

6.5 Upon ~~written~~ request of ADMINISTRATOR, CONTRACTOR shall prepare and submit a plan outlining recruitment, including ~~efforts to~~ obtain members from unrepresented categories ~~develop membership representation,~~ as described in Subparagraphs 6.1 through 6.4 above, and retention of CAPC members.

7. SYSTEM IMPROVEMENT PARTNERSHIP (CWSIP)

~~7.1 The CWSIP is comprised of representatives from Orange County agencies including SSA, Probation, Health Care Agency, Department of Education, Public Defender and County Counsel; community-based organizations, and other stakeholders including Juvenile Justice Commission, Juvenile Court, and others. The CWSIP's purpose is to provide a collaborative environment to brainstorm how to improve child welfare services, including discussing strategies, barriers, and new developments in the area of child abuse and neglect.~~

7.2 ~~CONTRACTOR shall participate as a member of the CWSIP to represent~~

~~the COUNCIL and support integration of the COUNCIL's efforts with the efforts of the CWSIP.~~

8. BUDGET

~~The budget for services provided for July 1, 2015 through June 30, 2016 pursuant to Exhibit A of this Agreement is set forth as follows:~~

~~LINE ITEMS~~

~~The budget for services provided for July 1, 2016 through June 30, 2017 is set forth as follows:~~

~~///~~

~~///~~

LINE ITEMS

8.1 The annual budget for services provided ~~for July 1, 2017 through June 30, 2018~~ pursuant to Exhibit A of this Agreement is set forth as follows:

<u>Salaries/Benefits</u>	<u>FTE<sup>(1)</sup></u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>Budget</u>
Executive Director	0.60	<del>\$48,465</del> <u>850</u>	\$60,478.00
Program Director	0.50	<del>26,013</del> <u>00</u>	27,050.00
Program Coordinator	1.00	<del>21,662</del> <u>30</u>	45,053.00
Program Associate	1.00	<del>18,572</del> <u>00</u>	38,626.00
Operations Director	0.30	<del>18,572</del> <u>00</u>	16,548.00
<del>Controller</del> <u>Accountant</u> /Finance Manager	0.25	<del>37,133</del> <u>50</u>	19,308.00
<b>SUB-TOTAL SALARIES</b>			<b>\$207,063.00</b>
Benefits <sup>(3)</sup> (19. <del>55</del> <u>56</u> %)			<del>40,487.00</del> <u>40,</u>

		<u>490.00</u>
1	Volunteers (In-Kind Match)	
2		<del>30,743.00</del> <u>30,740.00</u>
3		<hr/>
4	SUB-TOTAL SALARIES AND BENEFITS	\$278,293.00
5	<u>Program Expenses</u>	
6	Telephone	\$1,800.00
7	Postage	2,500.00
8	Mileage <sup>(4)</sup>	2,352.00
9		<hr/>
10	SUB-TOTAL PROGRAM EXPENSES	\$6,652.00
11	<u>Operating Expenses</u>	
12	Accounting and Audit	\$3,180.00
13	Office Supplies	2,000.00
14	Copier Expense	2,500.00
15	Computer Website & Maintenance	6,047.00
16	Utilities	2,122.00
17	Office Rent	12,500.00
18	Liability Insurance	2,849.00
19		<hr/>
20	SUB-TOTAL OPERATING EXPENSES	\$31,198.00
21	<u>Services and Supplies</u>	
22	Prevent Child Abuse Training Network	\$3,000.00
23	Public Awareness Campaigns	9,000.00
24		<hr/>
25	SUB-TOTAL SERVICES AND SUPPLIES	\$12,000.00
26	<del>Child Abuse Prevention Conference</del> <u>Training</u> <sup>(5)</sup>	\$10,000.00
27		<hr/>
28	SUB-TOTAL <del>CONFERENCE</del> <u>Training</u> EXPENSES	\$10,000.00
29	GRAND TOTAL	\$338,143.00
30	Less In-Kind Match (10%) for Volunteers <sup>(6)</sup>	(30,740.00)
31		<hr/>
32	TOTAL LINE ITEM <u>ANNUAL BUDGET</u> <del>FOR YEAR 3</del>	\$307,403.00
33		
34	MAXIMUM COUNTY OBLIGATION	<del>\$896,622.00</del>
35		<u>922,209.00</u>

LINE ITEMS

<sup>(1)</sup>For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of



1 time (stated as a percentage) the position will be paid for under the terms of  
2 this Agreement, regardless of the number of hours actually worked.

3 <sup>(2)</sup>Maximum hourly rate which will be permitted during the term of this  
4 Agreement; employees may be paid at less than maximum rate.

5 <sup>(3)</sup>Medical, long-term disability, contributions to 401k or retirement  
6 plans, ~~pension~~, employee assistance, FICA, SUI, Worker's Compensation, and  
7 ~~vacation accrual limited to~~ expense for accrued vacation time payout, for a  
8 separated employee, limited to the actual vacation time accrued during the  
9 fiscal year in which the expense is claimed, minus the actual vacation time  
10 used by the employee during said fiscal year~~period of employment during the~~  
11 ~~term of this Agreement and contingent upon availability of funding.~~ The  
12 overall benefit rate shall not exceed 19.56% of the actual salary expense  
13 claimed.

14 <sup>(4)</sup>Mileage is limited to the amount allowed by IRS.

15 <sup>(5)</sup>~~Funds restricted to supporting the annual Child Abuse Prevention~~  
16 ~~Conference. Funds cannot be used for salaries or benefits~~Training line item  
17 is limited to reimbursement of \$3.33 per person-hour of accredited training  
18 provided as referenced in Subparagraph **Error! Reference source not found.** up  
19 o a maximum of \$10,000 per contract year.

20 <sup>(6)</sup>In-kind match provided by COUNCIL members at the rate of \$25.00 per  
21 hour (excludes in-kind hours by COUNCIL members who are SSA employees).

22 8.2 Expense for extra pay, including but not limited to, overtime,  
23 stipends, bonuses, staff incentives, severance pay, etc., will not be eligible  
24 for reimbursement under this Agreement unless authorized in writing by the  
25 ADMINISTRATOR. Such authorization shall be considered as an exception and  
26 may be approved, on a case-by-case basis, at the sole discretion of  
27 ADMINISTRATOR.

28 8.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written

1 notice, to add, delete or modify line items and/or amounts and/or the number  
 2 and type of FTE positions without changing COUNTY's maximum obligation as  
 3 stated in Subparagraph 19.1 of this Agreement or reducing the level of service  
 4 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4  
 5 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation  
 6 as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually  
 7 agree in writing to proportionately reduce the service goals as set forth in  
 8 this Exhibit A.

9 8.4 In the event that the annual budget referenced in Subparagraph 8.1  
 10 is modified, the modified budget shall remain in effect for the remainder of  
 11 the contract term, unless superseded by subsequent budget modification(s) that  
 12 have been approved in writing by ADMINISTRATOR. The annual budget beginning  
 13 on July 1<sup>st</sup> of each fiscal year shall be identical to the most recently  
 14 modified annual budget. Under no circumstances shall funds unspent in one  
 15 fiscal year carry over to another fiscal year.

16 9. STAFF

17 CONTRACTOR shall provide the following described staff positions:

18 9.1 Executive Director

19 9.1.1 Duties:

20 9.1.1.1 Serve as liaison between COUNCIL and Orange  
 21 County Board of Supervisors, ADMINISTRATOR and other public and private  
 22 agencies.

23 9.1.1.2 Supervise coordination of COUNCIL meetings,  
 24 and COUNCIL supported public awareness events and activities.

25 9.1.1.3 Serve on ~~CWSIP and other~~ community boards,  
 26 task forces, steering and other pertinent committees as time permits.

27 9.1.1.4 Ensure timely preparation and submittal to  
 28 ADMINISTRATOR of the COUNCIL's Annual Report to Board of Supervisors.

1                   9.1.1.5     Provide oversight for organizational  
2 operations and supervision of staff.

3                   9.1.2     Minimum Qualifications:

4                   9.1.2.1     Bachelor's degree in one of the Humanities,  
5 Business Administration or Public Administration.

6                   9.1.2.2     Two (2) years of administrative experience in  
7 a nonprofit organization.

8                   9.1.2.3     Current knowledge of child abuse issues.

9                   9.1.2.4     Possession of a valid California driver's  
10 license and proof of current automobile insurance.

11                 9.2     Program Director

12                   9.2.1     Duties:

13                   9.2.1.1     Provide or coordinate staff support to high-  
14 risk parents.

15                   9.2.1.2     Assist with the recruitment of [CAPC](#) members  
16 to ensure broad-based community input and support.

17                   9.2.1.3     Collaborate with family-strengthening  
18 agencies in Orange County on the distribution of child abuse prevention  
19 literature (i.e., age-appropriate parenting tips and parenting best practices,  
20 child safety, etc.) to families identified as at risk of child abuse/neglect.

21                   9.2.1.4     Supervise and coordinate public awareness  
22 events for Child Abuse Prevention Month.

23                   9.2.1.5     Develop and maintain at least twelve (12)  
24 Memorandums of Understanding with family-strengthening agencies on the  
25 distribution of child abuse prevention literature.

26                   9.2.1.6     ~~Ensure creation and maintenance of a database~~  
27 ~~of information including: data on families served by partner agencies; number~~  
28 ~~of families served by each partner agency; family data, including but not~~

1 ~~limited to, number of members per family, children's ages, family's location~~  
2 ~~(home address or city) and services/linkages provided.~~

3 9.2.1.7 Maintain mailing list for the ~~Blue~~  
4 ~~Ribbon~~quarterly newsletter and the ~~Child Abuse Prevention Conference~~training  
5 opportunity announcements.

6 9.2.2 Minimum Qualifications:

7 9.2.2.1 Bachelor's degree in Business, Human  
8 Services, Social Services or related field, or five years (5) of related  
9 experience with two (2) years being supervisory experience.

10 9.2.2.2 Working knowledge of Microsoft (MS) Office  
11 (Word, Excel, and Access) and MS Publisher.

12 9.2.2.3 Ability to work collaboratively with members  
13 of various public and private community organizations.

14 9.2.2.4 Public speaking and presentation skills.

15 9.2.2.5 Knowledge of the non-profit sector.

16 9.2.2.6 Exhibits leadership ability.

17 9.2.2.7 Strong organizational skills.

18 9.2.2.8 Demonstrates initiative and can work  
19 independently as well as collaboratively.

20 9.2.2.9 Possession of a valid California driver's  
21 license and proof of current automobile insurance.

22 9.3 Program Coordinator:

23 9.3.1 Duties:

24 9.3.1.1 Responsible for day to day planning and  
25 implementation of child abuse awareness prevention activities and events  
26 including: .

27 9.3.1.2 ~~Providing leadership and support for the~~  
28 ~~Annual Child Abuse Prevention Conference planning committee.~~

1 9.3.1.3 Coordinating and tracking results from annual  
2 prevention awareness ~~art contest~~activities.

3 9.3.1.4 Identifying and ensuring availability for  
4 prevention awareness resource materials.

5 9.3.1.5 Ensuring timely production and dissemination  
6 of quarterly ~~"Blue Ribbon"~~COUNCIL newsletter.

7 9.3.1.6 Conducting community presentations related to  
8 child abuse prevention and awareness.

9 9.3.1.7 Developing and disseminating prevention month  
10 awareness activity calendar.

11 9.3.1.8 Working collaboratively with community based  
12 organizations to promote child abuse prevention awareness activities and  
13 events.

14 9.3.1.9 Coordinating ~~quarterly Prevent Child Abuse~~  
15 ~~Network T~~trainings.

16 9.3.1.10 Coordinating and ensuring participation by  
17 members of the community and community partners at outreach fairs and events  
18 in the community.

19 9.3.1.11 Assisting Program Director in planning,  
20 developing and implementing of prevention awareness activities, including data  
21 tracking and preparation of program reports.

22 9.3.2 Minimum Qualifications:

23 9.3.2.1 Bachelor's Degree in Human Services, Social  
24 Services, Public Health or related field~~,~~ or

25 9.3.2.2 Minimum two (2) years of experience in  
26 related work.

27 9.3.2.3 Working knowledge of MS Office (Word, Excel)  
28 and various software (Adobe Acrobat, etc.).

1 9.3.2.4 Ability to work collaboratively with members  
2 of various public and private community organizations.

3 9.3.2.5 Strong organizational skills.

4 9.3.2.6 Demonstrates initiative and ability to work  
5 independently as well as collaboratively.

6 9.3.2.7 Public speaking and presentation skills.

7 9.3.2.8 Possession of a valid California driver's  
8 license and proof of current automobile insurance.

9 9.4 Program Associate

10 9.4.1 Duties:

11 9.4.1.1 Provide support to the Program Coordinator  
12 and Program Director in planning and implementing of awareness and prevention  
13 activities and events, including ~~the~~.

14 9.4.1.2 Ensure timely updates to COUNCIL website with  
15 event information and resource materials.

16 9.4.1.3 Develop materials for use in quarterly "~~Blue~~  
17 ~~Ribbon~~" COUNCIL newsletter.

18 9.4.1.4 Prepare and develop awareness materials for  
19 placement in community based publications.

20 9.4.1.5 Provide planning and logistical support for  
21 Child Abuse Prevention Month Kick Off event.

22 9.4.1.6 Assist in the coordination and implementation  
23 of ~~the Prevent Child Abuse Network Quarterly T~~rainings including location  
24 logistics, event support and attendance tracking.

25 9.4.1.7 Attend outreach fairs and community events  
26 promoting child abuse prevention awareness materials, parenting materials and  
27 community resources.

28 9.4.1.8 Assist in planning, developing and

1 implementing prevention awareness activities, including data tracking and  
2 preparation of program reports.

3 ~~9.4.1.9~~

4 9.4.2 Minimum Qualifications:

5 9.4.2.1 Bachelor's Degree in Human Services, Social  
6 Services, Public Health or related field. ~~preferred.~~ or

7 9.4.2.2 Minimum two (2) years of experience in  
8 related work.

9 9.4.2.3 Working knowledge of MS Office (Word, Excel)  
10 and various software (Adobe Acrobat, etc.).

11 9.4.2.4 Ability to work collaboratively with members  
12 of various public and private community organizations.

13 9.4.2.5 Strong organizational skills.

14 9.4.2.6 Ability to take initiative and work  
15 independently as well as collaboratively.

16 9.4.2.7 Public speaking and presentation skills.

17 9.4.2.8 Possession of a valid California driver's  
18 license and proof of current automobile insurance.

19 9.5 Operations Director

20 9.5.1 Duties:

21 9.5.1.1 Assist in mManagement of day-to-day  
22 accounting operations and review of all income and expenses.

23 9.5.1.2 ~~Collect~~ Assist in collecting back-up  
24 documentation and prepare monthly invoices for approval by the Executive  
25 Director and timely submission to ADMINISTRATOR.

26 9.5.1.3 Assist with implementation of internal  
27 control systems.

28 9.5.1.4 Assist with preparation for organizational

1 and program audits.

2 9.5.1.5 Provide or ensure telephone coverage for  
3 COUNCIL.

4 9.5.1.6 Administer all human resource functions,  
5 including administration of benefits, insurance renewals, and payroll.

6 Maintain confidential, locked file data report forms.

7 9.5.1.7 Responsible for ensuring all insurance  
8 policies are current and up to date and renewals are processed and provided to  
9 ADMINISTRATOR.

10 9.5.2 Minimum Qualifications:

11 9.5.2.1 Bachelor's degree in Accounting, Business  
12 Administration, Finance, or related field, or

13 9.5.2.2 Minimum ~~two~~ five (25) years of experience in  
14 accounting, office management or related work within the nonprofit  
15 environment.

16 9.5.2.3 Working knowledge of MS Office (Word, Excel)  
17 and various accounting software.

18 9.5.2.4 Demonstrates initiative and ability to work  
19 independently as well as collaboratively.

20 9.6 Controller/Accountant/Finance Manager

21 9.6.1 Duties:

22 9.6.1.1 Monitor accounting operations, day-to-day  
23 financial operations and all income and expenses recommending improvements and  
24 modifications to the Executive Director.

25 9.6.1.2 Oversee accounting department and provide  
26 supervision and oversight of all accounting staff.

27 9.6.1.3 Review and approve monthly invoices prior to  
28 submittal to COUNTY.



1                   9.6.1.4     Review back-up documentation and prepare  
2 monthly invoices for approval by the Executive Director, and for timely  
3 submission to COUNTY.

4                   9.6.1.5     Assist in the preparation of organizational,  
5 contract, and proposal budgets including budget analysis, forecast, and  
6 strategic plans.

7                   9.6.1.6     Oversee implementation of internal control  
8 systems.

9                   9.6.1.7     Oversee internal audits and cooperate with  
10 annual external organizational audits.

11                   9.6.2     Minimum Qualifications:

12                   9.6.2.1     Bachelor's degree in Accounting, Business  
13 Administration, Finance, or related field preferred.

14                   9.6.2.2     ~~Minimum~~ Four (4) years of experience in non-  
15 profit accounting or related work preferred.

16                   9.6.2.3     Working knowledge of principles of accounting  
17 for non-profit organizations.

18                   9.6.2.4     Working knowledge of MS Office (Word, Excel)  
19 and various accounting software.

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