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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGE COUNTY CHILD ABUSE PREVENTION CENTER  
FOR THE PROVISION OF THE  
CHILD ABUSE SERVICES TEAM VOLUNTEER ADVOCACY PROGRAM

THIS AGREEMENT, entered into this 1st day of July 2016, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, a California non-profit corporation, qualified to transact interstate business in the State of California, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of a volunteer advocacy and support services program for children who receive services at the Child Abuse Services Team (CAST) facility; and

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Sections 18961.7 and 18967;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

///

1           4.     DESCRIPTION OF SERVICES, STAFFING

2           4.1     CONTRACTOR agrees to provide those services, facilities, equipment  
3     and supplies as described in the Exhibit "A" to the Agreement between County  
4     of Orange and Orange County Child Abuse Prevention Center, for the Provision  
5     of a Child Abuse Services Team Voluntary Advocacy Program, attached hereto and  
6     incorporated herein by reference.     CONTRACTOR shall operate continuously  
7     throughout the term of this Agreement with the number and type of staff  
8     described and as required for provision of services hereunder.

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

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

16          5.     LICENSES AND STANDARDS

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

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

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

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

11 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

12 6.1 Delegation and Assignment:

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

22 6.2 Subcontracts:

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

1 require.

2 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

3 7.1 Form of Business Organization:

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

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

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

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

17 7.2 Change in Form of Business Organization:

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

25 7.3 Real Property Disclosure:

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

1 license or rental agreement, as well as any other information requested, prior  
2 to the provision of services under this Agreement:

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

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

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

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

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

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

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

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

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

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

16 8. USE OF COUNTY PROPERTY

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

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

1 agreement will result in a breach of this Agreement.

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

7 9. NON-DISCRIMINATION

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

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

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

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

28 ///

1           9.5 Non-Discrimination in Employment:

2           9.5.1 All solicitations or advertisements for employees placed  
3 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
4 receive consideration for employment without regard to race, religious creed,  
5 color, national origin, ancestry, physical disability, mental disability,  
6 medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military and veteran  
8 status or any other protected group in accordance with the requirements of all  
9 applicable Federal or State laws. Notices describing the provisions of the  
10 equal opportunity clause shall be posted in a conspicuous place for employees  
11 and job applicants.

12           9.5.2 CONTRACTOR shall refer any and all employees desirous of  
13 filing a formal discrimination complaint to:

14           California Department of Social Services

15           Public Inquiry and Response Bureau

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

17           Sacramento, CA 95814

18           Telephone: (800) 952-5253

19                           (800) 952-8349 (For the hard of hearing)

20           9.6 Non-Discrimination in Service Delivery:

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

1 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);  
 2 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;  
 3 and other applicable Federal and State laws, as well as their implementing  
 4 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;  
 5 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
 6 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or  
 7 be hereafter amended. CONTRACTOR shall not implement any administrative  
 8 methods or procedures which would have a discriminatory effect or which would  
 9 violate the California Department of Social Services (CDSS). Manual of  
 10 Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any  
 11 violations of this Paragraph, CDSS shall have the right to invoke fiscal  
 12 sanctions or other legal remedies in accordance with WIC Section 10605, or CGC  
 13 Sections 11135-11139.5, or any other laws, or the issue may be referred to the  
 14 appropriate Federal agency for further compliance action and enforcement of  
 15 Subparagraph 9.6 et seq.

16 9.6.2 CONTRACTOR shall provide any and all clients desirous of  
 17 filing a formal complaint any and all information as appropriate:

18 9.6.2.1 Pamphlet: "Your Rights Under California  
 19 Welfare Programs" (PUB 13)

20 9.6.2.2 Discrimination Complaint Form

21 9.6.2.3 Civil Rights Contacts:

22 County Civil Rights Contact:

23 Orange County Social Services Agency

24 Program Integrity

25 Attn: Civil Rights Coordinator

26 P.O. Box 22001

27 Santa Ana, CA 92702-2001

28 Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

10. NOTICES

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

COUNTY: County of Orange Social Services Agency

Contract Services

500 N. State College Blvd., Suite 100

Orange, CA 92868

CONTRACTOR: Orange County Child Abuse Prevention Center

2390 East Orangewood Ave., Suite 300

Anaheim, CA 92806

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

11. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has

1 knowledge that any actual or potential situation is delaying or threatens to  
2 delay the timely performance of this Agreement, that party shall, within one  
3 (1) business day, give notice thereof, including all relevant information with  
4 respect thereto, to the other party.

5 12. INDEMNIFICATION

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

19 13. INSURANCE

20 13.1 Prior to the provision of services under this Agreement,  
21 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
22 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
23 endorsements required herein, necessary to satisfy COUNTY that the insurance  
24 provisions of this Agreement have been complied with, and to keep such  
25 insurance coverage and the certificates therefore on deposit with  
26 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall  
27 ensure that all subcontractors performing work on behalf of CONTRACTOR  
28 pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an

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

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

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

20 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
21 the full term of this Agreement, COUNTY may terminate this Agreement.

22 13.5 Qualified Insurer:

23 13.5.1 The policy or policies of insurance required herein must  
24 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's  
25 Rating) and VIII (Financial Size Category as determined by the most current  
26 edition of the Best's Key Rating Guide/Property-Casualty/United States or  
27 ambest.com). It is preferred, but not mandatory, that the insurer be licensed  
28 to do business in the state of California (California Admitted Carrier).

1           13.6 If the insurance carrier does not have an A.M. Best Rating of A-  
2 /VIII, the CEO/Office of Risk Management retains the right to approve or  
3 reject a carrier after a review of the company's performance and financial  
4 rating.

5           13.7 The policy or policies of insurance maintained by CONTRACTOR shall  
6 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
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

21           13.8 Required Coverage Forms:

22           13.8.1 Commercial General Liability coverage shall be written on  
23 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing  
24 liability coverage at least as broad.

25           13.8.2 Business Auto Liability coverage shall be written on ISO  
26 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing  
27 coverage at least as broad.

28           ///

1           13.9 Required Endorsements:

2                   13.9.1 Commercial General Liability policy shall contain the  
3 following endorsements, which shall accompany the Certificate of Insurance:

4                           13.9.1.1 An Additional Insured endorsement using ISO  
5 form CG 2010 or CG 2033 or a form at least as broad naming the County of  
6 Orange, its elected and appointed officials, officers, employees, agents as  
7 Additional Insureds.

8                           13.9.1.2 A primary non-contributing endorsement  
9 evidencing that CONTRACTOR's insurance is primary and any insurance or self-  
10 insurance maintained by the County of Orange shall be excess and non-  
11 contributing.

12                   13.9.2 The Network Security and Privacy Liability policy shall  
13 contain the following endorsements which shall accompany the Certificate of  
14 Insurance:

15                           13.9.2.1 An Additional Insured endorsement naming the  
16 County of Orange, its elected and appointed officials, officers, agents and  
17 employees as Additional Insureds for its vicarious liability.

18                           13.9.2.2 A primary and non-contributing endorsement  
19 evidencing that CONTRACTOR's insurance is primary and any insurance or self-  
20 insurance maintained by the County of Orange shall be excess and non-  
21 contributing.

22           13.10 All insurance policies required by this Agreement shall waive all  
23 rights of subrogation against the County of Orange, its elected and appointed  
24 officials, officers, agents and employees when acting within the scope of  
25 their appointment or employment.

26           13.11 The Workers' Compensation policy shall contain a waiver of  
27 subrogation endorsement waiving all rights of subrogation against the County  
28 of Orange, its elected and appointed officials, officers, agents and

1 employees.

2 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days  
3 of any policy cancellation and ten (10) days for non-payment of premium and  
4 provide a copy of the cancellation notice to COUNTY. Failure to provide  
5 written notice of cancellation may constitute a material breach of the  
6 contract, upon which the COUNTY may suspend or terminate this Agreement.

7 13.13 If CONTRACTOR's Professional Liability and Network Security &  
8 Privacy Liability policy is a "claims made" policy, CONTRACTOR shall agree to  
9 maintain Professional Liability and Network Security & Privacy Liability  
10 coverage for two (2) years following completion of this Agreement.

11 13.14 The Commercial General Liability policy shall contain a  
12 severability of interests clause also known as a "separation of insureds"  
13 clause (standard in the ISO CG 0001 policy).

14 13.15 Insurance certificates should be mailed to COUNTY at the address  
15 indicated in Paragraph 10 of this Agreement.

16 13.16 If CONTRACTOR fails to provide the insurance certificates and  
17 endorsements within seven (7) days of notification by CEO/County Procurement  
18 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

19 13.17 COUNTY expressly retains the right to require CONTRACTOR to  
20 increase or decrease insurance of any of the above insurance types throughout  
21 the term of this Agreement. Any increase or decrease in insurance will be as  
22 deemed by County of Orange Risk Manager as appropriate to adequately protect  
23 COUNTY.

24 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
25 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
26 certificates of insurance and endorsements with COUNTY incorporating such  
27 changes within thirty (30) days of receipt of such notice, this Agreement may  
28 be in breach without further notice to CONTRACTOR, and COUNTY shall be

1 entitled to all legal remedies.

2 13.19 The procuring of such required policy or policies of insurance  
3 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
4 fulfill the indemnification provisions and requirements of this Agreement, nor  
5 act in any way to reduce the policy coverage and limits available from the  
6 insurer.

7 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

8 CONTRACTOR shall report to COUNTY:

9 14.1 Any accident or incident relating to services performed under this  
10 Agreement which 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 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
14 from or related to services performed by CONTRACTOR under this Agreement.  
15 Such report shall be submitted to COUNTY within twenty-four (24) hours of  
16 occurrence.

17 14.3 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 14.4 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 15. CONFLICT OF INTEREST

25 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
26 any actions or conditions that could result in a conflict with the best  
27 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,  
28 agents, relatives, subcontractors, and third parties associated with

1 accomplishing the work hereunder.

2 15.2 CONTRACTOR's efforts shall include, but not be limited to,  
3 establishing precautions to prevent its employees or agents from making,  
4 receiving, providing, or offering gifts, entertainment, payments, loans, or  
5 other considerations which could be deemed to appear to influence individuals  
6 to act contrary to the best interests of COUNTY.

7 16. ANTI-PROSELYTISM PROVISION

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

12 17. SUPPLANTING GOVERNMENT FUNDS

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

22 18. EQUIPMENT

23 18.1 All items purchased with funds provided under this Agreement, or  
24 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of  
25 at least five thousand dollars (\$5,000), including sales tax, shall be  
26 considered Capital Equipment. Title to all Capital Equipment shall, upon  
27 purchase, vest and remain in COUNTY. The use of such items of Capital  
28 Equipment is limited to the performance of this Agreement. Upon the

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

4 CONTRACTOR further agrees to the following:

5 18.1.1 To maintain all items of Capital Equipment in good  
6 working order and condition, normal wear and tear excepted.

7 18.1.2 To label all items of Capital Equipment, do periodic  
8 inventories as required by ADMINISTRATOR and to maintain an inventory list  
9 showing where and how the Capital Equipment is being used, in accordance with  
10 procedures developed by ADMINISTRATOR. All such lists shall be submitted to  
11 ADMINISTRATOR within ten (10) days of any request therefore.

12 18.1.3 To report in writing to ADMINISTRATOR immediately after  
13 discovery, the loss or theft of any items of Capital Equipment. For stolen  
14 items, the local law enforcement agency must be contacted and a copy of the  
15 police report submitted to ADMINISTRATOR.

16 18.1.4 To purchase a policy or policies of insurance covering  
17 loss or damage to any and all Capital Equipment purchased under this  
18 Agreement, in the amount of the full replacement value thereof, providing  
19 protection against the classification of fire, extended coverage, vandalism,  
20 malicious mischief and special extended perils (all risks) covering the  
21 parties' interests as they appear.

22 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
23 requested in writing, shall require the prior written approval of  
24 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are  
25 appropriate and directly related to CONTRACTOR's service or activity under the  
26 terms of this Agreement. COUNTY may refuse reimbursement for any costs  
27 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,  
28 if prior written approval has not been obtained from ADMINISTRATOR.

1           18.3 Personal Computer Equipment:

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

5           19. BREACH SANCTIONS

6           19.1 Failure by CONTRACTOR to comply with any of the provisions,  
7 covenants, or conditions of this Agreement shall be a material breach of this  
8 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate  
9 termination and any other remedies available at law, in equity, or otherwise  
10 specified in this Agreement:

11           19.1.1 Afford CONTRACTOR a time period within which to cure the  
12 breach, which period shall be established by ADMINISTRATOR; and/or

13           19.1.2 Discontinue reimbursement to CONTRACTOR for and during  
14 the period in which CONTRACTOR is in breach, which reimbursement shall not be  
15 entitled to later recovery; and/or

16           19.1.3 Offset against any monies billed by CONTRACTOR but yet  
17 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2  
18 above.

19           19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
20 pursuant to this Paragraph, which notice shall be deemed served on the date of  
21 mailing.

22           20. PAYMENTS

23           20.1 Maximum Contractual Obligation:

24           The maximum obligation of COUNTY under this Agreement shall be  
25 \$80,000 per year for an aggregate total of \$400,000 for five (5) years, or  
26 actual allowable costs, whichever is less.

27           20.2 Allowable Costs:

28           During the term of this Agreement, COUNTY shall pay CONTRACTOR

1 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR  
2 pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by  
3 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR  
4 for anticipated allowable costs that will be incurred by CONTRACTOR for June  
5 2017, June 2018, June 2019, June 2020, and June 2021, during the month of such  
6 anticipated expenditure.

7 20.3 Match:

8 In providing services pursuant to this Agreement, CONTRACTOR shall  
9 provide a match in an amount no less than one hundred and twelve percent  
10 (112%) of the amount paid to CONTRACTOR by COUNTY, during the term of this  
11 Agreement. CONTRACTOR shall not use government funds to provide its match  
12 without prior written approval by the government agency providing the funds  
13 and ADMINISTRATOR. The match shall be reflected on the monthly invoice and  
14 shall be deducted from payments made by COUNTY to CONTRACTOR. In the event  
15 there is a portion of the match unpaid at the termination of this Agreement,  
16 it shall be deducted from any monies owed CONTRACTOR by COUNTY, or paid to  
17 COUNTY upon demand.

18 20.4 Claims:

19 20.4.1 CONTRACTOR shall submit monthly claims to be received by  
20 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
21 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
22 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
23 claim the next business day. COUNTY holidays include New Year's Day, Martin  
24 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
25 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
26 Friday after Thanksgiving, and Christmas Day.

27 20.4.2 All claims must be submitted on a form approved by  
28 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting

1 source documents with the monthly claim, including, inter alia, a monthly  
2 statement of services, general ledgers, supporting journals, time sheets,  
3 invoices, canceled checks, receipts, and receiving records, some of which may  
4 be required to be copied. Source documents that CONTRACTOR must submit shall  
5 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
6 shall retain all financial records in accordance with Paragraph 25 (Records,  
7 Inspections, and Audits) of this Agreement.

8 20.4.3 Payments should be released by COUNTY within a reasonable  
9 time period of approximately thirty (30) days after receipt of a correctly  
10 completed claim form and required supporting documentation.

11 20.4.4 Year End and Final Claims:

12 20.4.4.1 CONTRACTOR shall submit a final claim for  
13 each COUNTY fiscal year, July 1 through June 30, covered under the term of  
14 this Agreement as stated in Paragraph 1, by no later than August 30<sup>th</sup> of each  
15 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> of each  
16 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not  
17 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim  
18 per each COUNTY fiscal year must be received, upon written notice to  
19 CONTRACTOR.

20 20.4.4.2 The basis for final settlement shall be the  
21 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,  
22 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,  
23 to the maximum obligation of COUNTY. In the event that any overpayment has  
24 been made, COUNTY may offset the amount of the overpayment against the final  
25 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
26 pay COUNTY all such sums within five (5) business days of notice from COUNTY.  
27 Nothing herein shall be construed as limiting the remedies of COUNTY in the  
28 event an overpayment has been made.

21. OVERPAYMENTS

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

22. OUTSTANDING DEBT

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

23. FINAL REPORT

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

24. INDEPENDENT AUDIT

24.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the

1 OMB Circular A-133, Audits of States, Local Governments and Non-Profit  
2 Organizations. The audit must be performed in accordance with generally  
3 accepted government auditing standards and Title 2 CFR Part 230. CONTRACTOR  
4 shall cooperate with COUNTY, State and/or Federal agencies to ensure that  
5 corrective action is taken within six (6) months after issuance of all audit  
6 reports with regard to audit exceptions.

7 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle  
8 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies  
9 of organization-wide audits for each of the fiscal cycles corresponding with  
10 the term of this Agreement. CONTRACTOR shall provide each audit within  
11 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to  
12 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny  
13 payment under this or any subsequent Agreement with CONTRACTOR until such time  
14 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may  
15 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

16 25. RECORDS, INSPECTIONS AND AUDITS

17 25.1 Financial Records:

18 25.1.1 CONTRACTOR shall prepare and maintain accurate and  
19 complete financial records. Financial records shall be retained, by  
20 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
21 under this Agreement or until all pending COUNTY, State and Federal audits are  
22 completed, whichever is later.

23 25.1.2 CONTRACTOR shall establish and maintain reasonable  
24 accounting, internal control and financial reporting standards in conformity  
25 with generally accepted accounting principles established by the American  
26 Institute of Certified Public Accountants and to the satisfaction of  
27 ADMINISTRATOR.

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1           25.2 Client Records:

2           25.2.1 CONTRACTOR shall prepare and maintain accurate and  
3 complete records of clients served and dates and type of services provided  
4 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

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

12           25.2.3 COUNTY may refuse payment for a claim if client records  
13 are determined by COUNTY to be incomplete or inaccurate. In the event client  
14 records are determined to be incomplete or inaccurate after payment has been  
15 made, COUNTY may treat such payment as an overpayment within the provisions of  
16 this Agreement.

17           25.3 Public Records:

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

23           25.4 Inspections and Audits:

24           25.4.1 The U.S. Department of Health and Human Services,  
25 Comptroller General of the United States, Director of CDSS, State Auditor-  
26 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
27 Department, or any of their authorized representatives, shall have access to  
28 any books, documents, papers and records, including medical records, of

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

6 25.4.2 CONTRACTOR shall make its books and financial records  
7 available within the borders of Orange County within ten (10) days of receipt  
8 of written demand by ADMINISTRATOR.

9 25.4.3 In the event CONTRACTOR does not make available its books  
10 and financial records within the borders of Orange County, CONTRACTOR agrees  
11 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
12 designee, necessary to obtain CONTRACTOR's books and financial records.

13 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
14 COUNTY's liability to the State or Federal government or any agency thereof  
15 resulting from any disallowances or other audit exceptions to the extent that  
16 such liability is attributable to CONTRACTOR's failure to perform under this  
17 Agreement.

18 25.5 Evaluation Studies:

19 25.5.1 CONTRACTOR shall participate as requested by COUNTY in  
20 research and/or evaluative studies designed to show the effectiveness and/or  
21 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
22 project.

23 26. PERSONNEL DISCLOSURE

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

1           26.1.1 Names and dates of birth of all full or part-time  
2 personnel by title, including volunteer personnel, whose direct services are  
3 required to provide the programs described herein;

4           26.1.2 A brief description of the functions of each position and  
5 the hours each person works each week; or for part-time personnel, each day or  
6 month, as appropriate;

7           26.1.3 The professional degree, if applicable, and experience  
8 required for each position; and

9           26.1.4 The language skill, if applicable, for all personnel.

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

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

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

1 check of the California Central Child Abuse Index, when  
2 applicable. Candidates will satisfy background checks consistent with this  
3 Paragraph and their performance of services under this Agreement.

4 26.5 In the event a record is revealed through the processes described  
5 in Subparagraphs 26.3 and 26.4, COUNTY will be available to consult with  
6 CONTRACTOR on appropriateness of personnel providing services through this  
7 Agreement.

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

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

28 26.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's

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

3 26.9 COUNTY shall have the right to require CONTRACTOR to remove any  
4 employee from the performance of services under this Agreement. At the  
5 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

6 26.10 CONTRACTOR shall notify COUNTY immediately when staff is  
7 terminated for cause from working on this Agreement.

8 26.11 Disqualification, if any, of CONTRACTOR staff, pursuant to  
9 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
10 work in accordance with the terms and conditions of this Agreement.

11 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

(a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;

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

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

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

28.2 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.

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.

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to

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

11 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

12 CONTRACTOR shall notify and provide to its employees, a fact sheet  
13 regarding the Safely Surrendered Baby Law, its implementation in Orange  
14 County, and where and how to safely surrender a baby. The fact sheet is  
15 available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The  
16 information shall be posted in all reception areas where clients are served.

17 31. CONFIDENTIALITY

18 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
19 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
20 and all other provisions of law, and regulations promulgated thereunder  
21 relating to privacy and confidentiality, as each may now exist or be hereafter  
22 amended.

23 31.2 All records and information concerning any and all persons  
24 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
25 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
26 volunteers. CONTRACTOR shall require all of its employees, agents,  
27 subcontractors and volunteer staff who may provide services for CONTRACTOR  
28 under this Agreement to sign an agreement with CONTRACTOR before commencing

1 the provision of any such services, to maintain the confidentiality of any and  
2 all materials and information with which they may come into contact, or the  
3 identities or any identifying characteristics or information with respect to  
4 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
5 required to provide services under this Agreement or to those specified in  
6 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
7 latter, only during such audit. CONTRACTOR shall comply with any audits  
8 specified in Paragraph 25, provide reports and any other information required  
9 by COUNTY in the administration of this Agreement, and as otherwise permitted  
10 by law.

11 31.3 CONTRACTOR shall inform all of its employees, agents,  
12 subcontractors, volunteers and partners of this provision and that any person  
13 violating the provisions of said State law may be guilty of a crime.

14 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
15 be subject to the confidentiality requirements of this Agreement.

16 31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
17 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
18 all applicable statutes, case law, and Orange County Juvenile Court Policy  
19 regarding Confidentiality, as it now exists or may hereafter be amended.

20 31.5.1 No access, disclosure or release of information regarding  
21 a child who is the subject of Juvenile Court proceedings shall be permitted  
22 except as authorized. If authorization is in doubt, no such information shall  
23 be released without the written approval of a Judge of the Juvenile Court.

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

1 32. COPYRIGHT ACCESS

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

6 33. WAIVER

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

15 34. PETTY CASH

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

18 35. PUBLICITY

19 35.1 Information and solicitations, prepared and released by  
20 CONTRACTOR, concerning the services provided under this Agreement shall state  
21 that the program, wholly or in part, is funded through COUNTY, State and  
22 Federal government funds.

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

1           35.2.1 CONTRACTOR shall develop all publicity material in a  
2 professional manner; and

3           35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
4 and shall not authorize another to, publish or disseminate any commercial  
5 advertisements, press releases, feature articles, or other materials using the  
6 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
7 unreasonably withhold written consent.

8   36.   COUNTY RESPONSIBILITIES

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

11   37.   REFERRALS

12           37.1 CONTRACTOR shall provide services to individuals referred by  
13 ADMINISTRATOR.

14   38.   REPORTS

15           38.1 CONTRACTOR shall provide information deemed necessary by  
16 ADMINISTRATOR to complete any State-required reports related to the services  
17 provided under this Agreement.

18           38.2 CONTRACTOR shall maintain records and submit reports containing  
19 such data and information regarding the performance of CONTRACTOR's services,  
20 costs or other data relating to this Agreement, as may be requested by  
21 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
22 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

23   39.   ENERGY EFFICIENCY STANDARDS

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

27   40.   ENVIRONMENTAL PROTECTION STANDARDS

28           40.1 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42

1 USC Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et  
2 seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter  
3 referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be  
4 hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

5 40.2 No facility to be utilized in the performance of the proposed  
6 grant has been listed on the EPA List of Violating Facilities;

7 40.3 It will notify COUNTY prior to award of the receipt of any  
8 communication from the Director, Office of Federal Activities, U.S. EPA,  
9 indicating that a facility to be utilized for the grant is under consideration  
10 to be listed on the EPA List of Violating Facilities; and

11 40.4 It will notify COUNTY and EPA about any known violation of the  
12 above laws and regulations.

13 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
14 FEDERAL TRANSACTIONS

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

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

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

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

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

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

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

27                   42. POLITICAL ACTIVITY

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

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

3 43. TERMINATION PROVISIONS

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

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

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

25 43.4 If any provision of this Agreement or the application thereof is  
26 held invalid, the remainder of this Agreement shall not be affected thereby.

27 44. GOVERNING LAW AND VENUE

28 This Agreement has been negotiated and executed in the State of

1 California and shall be governed by and construed under the laws of the State  
2 of California. In the event of any legal action to enforce or interpret this  
3 Agreement, the sole and exclusive venue shall be a court of competent  
4 jurisdiction located in Orange County, California, and the parties hereto  
5 agree to and do hereby submit to the jurisdiction of such court,  
6 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties  
7 specifically agree to waive any and all rights to request that an action be  
8 transferred for trial to another county.

9 45. SIGNATURE IN COUNTERPARTS

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

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

3  
4 By:   
5 SCOTT TROTTER  
6 EXECUTIVE DIRECTOR  
7 ORANGE COUNTY CHILD ABUSE  
8 PREVENTION CENTER

By: \_\_\_\_\_  
CHAIRWOMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

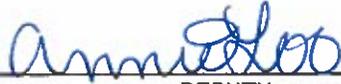
9  
10 Dated: 2/11/2016

Dated: \_\_\_\_\_

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

15 \_\_\_\_\_  
16 ROBIN STIELER  
17 Clerk of the Board  
18 County of Orange, California

19 APPROVED AS TO FORM  
20 COUNTY COUNSEL  
21 COUNTY OF ORANGE, CALIFORNIA

22 By:   
23 DEPUTY

24 Dated: 2/23/16

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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGE COUNTY CHILD ABUSE PREVENTION CENTER  
FOR THE PROVISION OF THE  
CHILD ABUSE SERVICES TEAM VOLUNTEER ADVOCACY PROGRAM

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide advocacy and support services to children ages birth (0) to eighteen (18) years and adults who are alleged victims of sexual abuse, severe physical abuse, or other special circumstances, who have been referred to the Child Abuse Services Team (CAST) by Social Services Agency (SSA)/Children and Family Services (CFS), law enforcement, or Juvenile Court. The population to be served as defined in this Paragraph shall hereinafter be referred to as "CLIENTS."

1.2 CONTRACTOR shall also provide advocacy and support services to CLIENTS' non-offending parents, guardians, and other family members. CLIENTS and their families shall hereinafter be referred to as "FAMILIES."

2. DEFINITIONS

2.1 Child Abuse Services Team (CAST): CAST is a specialized program designed to reduce the trauma for victims of child abuse by providing a child-friendly site where the child victim and the non-offending parents, guardians, or other family members receive immediate support from experienced staff and volunteers. The child abuse investigations are coordinated and completed by a multi-disciplinary team consisting of staff from the District Attorney,

1 Health Care Agency, SSA/CFS, law enforcement, as well as CONTRACTOR's  
2 volunteer advocates, and representatives from the therapeutic community. The  
3 goals of CAST are to: reduce the number of interviews a child must experience;  
4 limit the number of investigations; provide a child volunteer advocate to work  
5 with the victim and family, if appropriate; provide crisis intervention and  
6 referral for long-term therapy; and protect the victim.

7 2.2 Volunteer Advocacy Program (VAP): As part of CAST and under the  
8 direction of SSA, VAP is the set of advocacy and support services provided by  
9 CONTRACTOR as set forth in Paragraph 4 of this Exhibit A.

10 2.3 Volunteer Advocates (VAs): Within VAP, CONTRACTOR's culturally and  
11 linguistically responsive volunteers and/or student interns who provide  
12 advocacy and support services to CLIENTS undergoing investigations following  
13 reports of child abuse, to reduce the trauma of abuse as the CLIENT  
14 participates in CAST interviews, medical exams and/or therapy.

### 15 3. HOURS OF OPERATION

16 3.1 CONTRACTOR shall provide services during hours that are responsive  
17 to the needs of the target population(s) as determined by ADMINISTRATOR. At a  
18 minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00  
19 a.m. to 6:00 p.m., except COUNTY holidays as established by the Orange County  
20 Board of Supervisors. However, CONTRACTOR is encouraged to provide the  
21 contracted services on holidays, whenever possible.

22 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday  
23 schedule which is as follows: New Year's Day, Martin Luther King Day,  
24 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
25 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
26 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written  
27 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday  
28 schedule. Any unauthorized closure shall be deemed a material breach of this

1 Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

2 3.3 CONTRACTOR shall be available to provide crisis intervention  
3 services twenty-four (24) hours a day, seven (7) days a week.

4 4. SERVICES

5 CONTRACTOR shall:

6 4.1 Recruit, screen, and hire culturally responsive and linguistically  
7 competent VAs to serve diverse CLIENTS and FAMILIES. For this purpose,  
8 CONTRACTOR shall:

9 4.1.1 Actively engage and maintain relationships with community  
10 groups, organizations and local college and universities' career development  
11 departments to introduce VAP to potential volunteer advocates.

12 4.1.2 Conduct bi-monthly orientations and screenings.

13 4.2 Train and supervise VAs to serve CLIENTS and FAMILIES.

14 4.3 Ensure VAP staff and VAs are capable to serve non-English speaking  
15 FAMILIES and CLIENTS with special needs, including but not limited to those  
16 requiring accommodations under the American with Disabilities Act (ADA), as  
17 necessary.

18 4.4 In collaboration with, or as approved by SSA:

19 4.4.1 Develop and maintain:

20 4.4.1.1 A screening process for VAs that includes a  
21 comprehensive written questionnaire and oral interview to ensure selected  
22 candidates are capable of meeting CLIENTS' needs as determined by SSA.

23 4.4.1.2 A schedule to ensure adequate VA coverage for  
24 VAP as necessary on a daily basis.

25 4.4.2 Develop, update and obtain approval from the SSA CAST  
26 Program Manager for all training materials used to train VAs.

27 4.4.2.1 Training topics may include but are not  
28 limited to: CAST Program; dynamics of child abuse; child development; the

1 roles of the social worker, law enforcement, therapists and VAs; dependency  
2 court procedures; confidentiality issues; and medical issues.

3 4.4.3 Coordinate all orientations and maintain trainings for  
4 VAs, including initial and ongoing trainings using approved training materials  
5 as indicated in Subparagraph 4.4.2.

6 4.4.3.1 Establish and maintain a video library with  
7 audio-visual materials in multiple formats that cover best practices for child  
8 abuse prevention and intervention services.

9 4.4.4 Establish a mechanism by which VAs provide systematic  
10 feedback to CONTRACTOR on a regular basis to gauge the effectiveness of the  
11 training to directly enhance VA's ability to serve CLIENTS. Mechanism must  
12 include a process for VAs to provide suggestions for improving/enhancing the  
13 training, which CONTRACTOR shall review and consider for implementation in  
14 future trainings. CONTRACTOR shall prepare and provide summary results of  
15 feedback to the SSA CAST Program Manager.

16 4.4.5 Coordinate the student intern program, as applicable,  
17 including recruitment, training, supervision, and evaluation of student  
18 interns.

19 4.4.6 Direct, coordinate, and review all VA activities.

20 4.4.7 Ensure records pertaining to VAs include qualifications  
21 (i.e., education, training, special skills, bilingual capabilities, etc.), and  
22 fingerprint/background check documentation.

23 4.4.8 Collaborate with COUNTY to conduct presentations on the  
24 VAP to the community and student and professional groups, as necessary.  
25 CONTRACTOR shall distribute informational materials on CAST and VAP at such  
26 presentations.

27 4.4.9 Provide and conduct a minimum of six (6) presentations to  
28 the community per contract year, unless otherwise directed by ADMINISTRATOR.

1                   4.4.9.1     Produce and distribute materials such as: a  
2 CAST video specifically designed for law enforcement’s use; “Guidelines for  
3 Law Enforcement and Social Workers”, a condensed guide with basic and useful  
4 CAST details; colorful, tri-fold CAST brochures in English and Spanish (and  
5 Vietnamese, if requested by ADMINISTRATOR) that include the CAST mission,  
6 history, child intake process, and CONTRACTOR’s CAST contact information,  
7 provided to attendees at community presentations.

8                   4.4.9.2     Obtain prior written approval from  
9 ADMINISTRATOR for the use of CAST brand materials (i.e. logo, etc.).

10                  4.4.10     Conduct fundraising activities and develop and coordinate  
11 a plan to solicit and collect in-kind community donations.

12                  4.4.11     At minimum, conduct two (2) fundraising activities per  
13 year, unless otherwise necessary and directed by SSA.

14                   4.4.11.1     Collaborate with the SSA CAST Program Manager  
15 and/or other designated SSA staff to determine the best usage of monies raised  
16 by fundraising efforts on behalf of the CAST Program.

17                  4.4.12     Maintain the CAST playroom stocked with donated and  
18 culturally diverse toys, games, videos and books specifically for CLIENTS and  
19 maintain the teen area with a donated television, DVD player, Nintendo Wii  
20 gaming console, and other age-appropriate video and tech-games.

21                  4.4.13     Develop and implement a VA recognition program.  
22 Additionally, facilitate leadership opportunities for VAs by establishing team  
23 leader positions that allow designated VAs to carry out both advocacy services  
24 and community outreach responsibilities.

25                  4.4.14     Ensure the VAP Coordinator attends monthly SSA CAST  
26 meetings and other events and activities, as identified by the SSA CAST  
27 Program Manager.

28     ///

1           4.5   Staff Training:

2           4.5.1   At minimum, CONTRACTOR shall provide:

3                   4.5.1.1   A training session for new VAs.

4                   4.5.1.2   Three (3) additional on-going training  
5 sessions for VAs.

6           4.5.2   All direct service staff must complete fourteen (14)  
7 hours of in-service training per year which shall, in part, include initial  
8 and on-going training as described in Subparagraphs 4.5.1.1 and 4.5.1.2 of  
9 this Exhibit A.

10          4.5.3   Training topics eligible for reimbursement under this  
11 Agreement must be approved by ADMINISTRATOR prior to implementation.

12          4.5.4   CONTRACTOR shall attend trainings related to CAST VAP as  
13 presented, sponsored, or required by ADMINISTRATOR.

14          4.6   Quality Assurance/Quality Control:

15          4.6.1   Throughout the term of this Agreement, CONTRACTOR shall  
16 establish and utilize a comprehensive Quality Control Plan (QCP), in a format  
17 approved by ADMINISTRATOR, to monitor the level of VAP service and quality.  
18 The QCP shall be effective on July 1, 2016 and shall be updated and  
19 resubmitted for ADMINISTRATOR approval when changes occur. The QCP shall  
20 include, but not be limited to, the following.

21                   4.6.1.1   The method for ensuring recruitment and  
22 training of culturally and linguistically responsive VAs to meet the needs of  
23 the service population.

24                   4.6.1.2   The method for documenting and incorporating  
25 VA training feedback for continuous training improvement, as referenced in  
26 Subparagraph 4.4.4 of this Exhibit A.

27                   4.6.1.3   The method for ensuring accurate and timely  
28 submission of all reporting requirements as referenced in Paragraph 6 of this

1 Exhibit A.

2 4.7 Outcome Objectives:

3 4.7.1 CONTRACTOR shall collaborate with SSA to establish and  
4 implement outcome measures as they become necessary to meet SSA program goals  
5 and objectives.

6 4.7.1.1 Outcome measurement activities/tools may  
7 include written and/or electronic surveys given to VAs, FAMILIES, social  
8 workers, and others; application of evidence-based or evidence-informed models  
9 or approaches and tools; and/or other methods determined by SSA.

10 4.7.1.2 Measurement tools are subject to change based  
11 on program and evaluation needs determined by SSA.

12 5. FACILITIES

13 5.1 CONTRACTOR shall provide advocacy and support services to the  
14 service population at the Orangewood Children and Family Center.

15 5.2 CONTRACTOR and ADMINISTRATOR may agree in writing as to the  
16 facility(ies) and location(s) where services shall be provided without  
17 changing COUNTY's maximum obligation.

18 6. REPORTS

19 In a format approved by ADMINISTRATOR, CONTRACTOR shall prepare  
20 and submit written reports, including but not limited to:

21 6.1 Monthly activity reports due to the SSA CAST Program Manager  
22 and/or CAST Coordinator and Contract ADMINISTRATOR by the tenth (10<sup>th</sup>)  
23 calendar day of each month for the prior month's activities. In the event the  
24 tenth (10<sup>th</sup>) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR  
25 shall submit the report the next business day. The report shall include but  
26 may not be limited to:

27 6.1.1 Number of target population served by language, ethnic  
28 background, gender and age;

1                   6.1.2    Total number of VA service hours;

2                   6.1.3    Total number of hours and type of training attended by  
3 VAs;

4                   6.1.4    Total number of active volunteers;

5                   6.1.5    Total number of community-based presentations on CAST and  
6 VAP; and

7                   6.1.6    Total hours dedicated to fundraising activities,  
8 specified by type of fundraising activity, outcomes, donations received, and  
9 an accounting of all expenditures incurred with monies obtained from  
10 fundraising directly on behalf of the CAST Program.

11                  6.2    Summary reports on VA training feedback, as referenced in  
12 Subparagraph 4.4.4 of this Exhibit A, provided to the SSA CAST Program Manager  
13 at least on a semi-annual basis.

14    7.    BUDGET

15                  7.1    The annual budget may be modified with prior approval from  
16 ADMINISTRATOR during the term of this Agreement.

17                  7.2    In the event the annual budget is modified, the modified budget  
18 shall remain in effect for the remainder of the contract term, unless  
19 superseded by subsequent budget modification(s) that have been approved in  
20 writing by ADMINISTRATOR. The annual budget beginning on July 1 of each  
21 fiscal year shall reflect the most recently modified annual budget. Under no  
22 circumstances shall funds unspent in one fiscal year carry over to another  
23 fiscal year.

24                  7.3    The annual budget for services provided from July 1 through June  
25 30 for each contract year pursuant to Exhibit A of this Agreement is set forth  
26 as follows:

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LINE ITEMS:

<u>SALARIES</u>	<u>FTE<sup>(1)</sup></u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>			
CAST VAP Manager	1.0	\$25.00	\$52,000
CAST VAP Coordinator	0.75	16.00	24,960
In-Kind Volunteer Advocate Hours <sup>(6)</sup>			<u>59,000</u>
SUBTOTAL DIRECT SERVICE SALARIES			\$135,960
Direct Service Benefits <sup>(3)</sup> (16%)			<u>12,314</u>
SUBTOTAL DIRECT SALARIES AND BENEFITS			\$148,274
<u>ADMINISTRATIVE POSITIONS</u>			
Executive Director	0.02	\$73.15	\$3,043
Administrative Assistant	0.50	12.00	12,480
Marketing Coordinator	0.05	19.20	<u>1,997</u>
SUBTOTAL ADMINISTRATIVE SALARIES			\$17,520
Administrative Service Benefits <sup>(3)</sup> (16%)			<u>2,803</u>
SUBTOTAL ADMINISTRATIVE SALARIES AND BENEFITS			\$20,323
SUBTOTAL ALL SALARIES AND BENEFITS			\$168,597
<u>SERVICES AND SUPPLIES</u>			
<u>SERVICES</u>			
Independent Audit			\$600
<u>SUPPLIES</u>			
Office Expense			200
Program Expense <sup>(5)</sup>			<u>203</u>
SUBTOTAL SERVICES AND SUPPLIES			\$1,003
<u>OPERATING EXPENSES</u>			
Insurance			<u>\$400</u>
SUBTOTAL OPERATING EXPENSES			\$400

1	SUBTOTAL ALL SALARIES AND BENEFITS,	\$170,000
2	SERVICES AND SUPPLIES, AND OPERATING EXPENSES	
3	Less Match (at least 112% of total annual budget) <sup>(6)</sup>	<u>-90,000</u>
4	TOTAL ANNUAL BUDGET	\$80,000
5	MAXIMUM COUNTY OBLIGATION	\$400,000

6           <sup>(1)</sup> For hourly employees, Full-Time Equivalent (FTE) is defined as the  
7 amount of time (stated as a percentage) the position will be providing  
8 services under the terms of this Agreement. This percentage is based upon a  
9 40-hour work week. For salaried employees, FTE is defined as the amount of  
10 time (stated as a percentage) the position will be paid for under the terms of  
11 this Agreement, regardless of the number of hours actually worked.

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

14           <sup>(3)</sup> Employee Benefits include and is limited to contributions to 403b or  
15 retirement plans; medical insurance; and payroll taxes such as FICA, Federal  
16 Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based  
17 on the currently prevailing rates. The overall benefit rate shall not exceed  
18 sixteen percent (16%) of the actual salary expense claimed.

19           <sup>(4)</sup> Administrative costs are defined as those costs not solely related to  
20 direct services to CLIENTS, supervision and program costs (e.g., executive  
21 director oversight, technology services, accounting, payroll, etc.) shall be  
22 held to no more than 15% of total annual budget.

23           <sup>(5)</sup> Program expense includes materials for participants and recruitment  
24 costs.

25           <sup>(6)</sup> The \$90,000 match includes an in-kind minimum of 3,576 VA hours at  
26 \$16.50 per hour for a total of \$59,000; and \$31,000 for in-kind support from  
27 salaries, services and supplies, and operating costs directly related to CAST  
28 VAP.

1 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
2 notice, to add, delete or modify line items and/or amounts and/or the number  
3 and type of FTE positions without changing COUNTY's maximum obligation as  
4 stated in Subparagraph 20.1 of this Agreement or reducing the level of service  
5 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3  
6 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation  
7 as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually  
8 agree in writing to proportionately reduce the service goals as set forth in  
9 this Exhibit.

10 8. STAFF

11 CONTRACTOR shall provide the following described staff positions:

12 8.1 Administrative Assistant

13 Duties:

14 8.1.1 Provide general clerical support to the VAP.

15 8.1.2 Collect required data from direct service staff and  
16 review for completeness and accuracy.

17 8.1.3 Assist in preparing required reports.

18 Minimum Qualifications:

19 8.1.4 Bachelor's degree in English, Communication, Business,  
20 Marketing, or a human services related field.

21 8.1.5 Minimum of two (2) years of experience working on complex  
22 tasks similar or equivalent to those identified in Subparagraphs 8.1.9.1  
23 through 8.1.9.5 of this Exhibit A.

24 8.1.6 Proficiency in English and effective verbal and written  
25 communication skills.

26 8.1.7 Excellent interpersonal and customer service skills.

27 8.1.8 Proficiency with Microsoft Office Suite software.

28 8.1.9 Ability to:

1 8.1.9.1 Compile and organize data from multiple  
2 sources for inclusion in reports.

3 8.1.9.2 Analyze data and reports for thoroughness and  
4 accuracy.

5 8.1.9.3 Assist in the development of strategic and  
6 project planning documents.

7 8.1.9.4 Work collaboratively within a multi-  
8 disciplinary team.

9 8.1.9.5 Utilize Microsoft Office Suite Software.

10 8.2 Executive Director

11 Duties:

12 8.2.1 Responsible for overseeing the overall objectives of the  
13 VAP.

14 8.2.2 Ensure CONTRACTOR's compliance with CAST Program policies  
15 and fiscal procedures.

16 8.2.3 Oversee VAP development, structure, and implementation.

17 8.2.4 Supervise VAP Manager.

18 Minimum Qualifications:

19 8.2.5 Master's degree in organizational management, psychology,  
20 mental health, or social work.

21 8.2.6 Five (5) years of experience in the administration of a  
22 community-based organization or equivalent.

23 8.3 Marketing Coordinator

24 Duties:

25 8.3.1 Coordinate the marketing of CAST and VAP services to the  
26 community.

27 8.3.2 Manage marketing strategies and resources for CAST.

28 8.3.3 Attend required CAST meetings and trainings.

1 8.3.4 Complete required documentation.

2 Minimum Qualifications:

3 8.3.5 Bachelor's degree in English, Communication, Business,  
4 Marketing, or a human services related field.

5 8.3.6 Minimum of five (5) years of experience marketing  
6 services and collaborating with non-profit organizations and other local  
7 agencies.

8 8.3.7 Ability to develop and update all CAST Program marketing  
9 and informational materials, including but not limited to flyers, brochures,  
10 invitations, posters, reports, etc.

11 8.3.8 Proficiency with Microsoft Office Suite and graphics  
12 software.

13 8.3.9 Proficiency in English.

14 8.3.10 A valid California "Class C" driver's license.

15 8.4 VAP Coordinator

16 Duties: Under the supervision of the VAP Manager,

17 8.4.1 Develop and maintain a screening process for VAs to meet  
18 CAST guidelines and the demographics of CLIENTS to be served.

19 8.4.2 Recruit, train, supervise, and schedule VAs for the CAST  
20 Program as set forth by ADMINISTRATOR.

21 8.4.3 Coordinate evaluation of student interns and review the  
22 performance of all VAs.

23 8.4.4 Collaborate with student interns' professors to ensure  
24 interns complete applicable requirements, maximize their learning experience  
25 and perform to the best of their ability.

26 8.4.5 Assist with the data collection and recordkeeping  
27 pertaining to VAs.

28 8.4.6 Provide presentations on VAP to the community, college

1 students, and professional groups.

2 8.4.7 Coordinate in-kind donations and volunteer recognition  
3 programs.

4 8.4.8 Attend CAST Program meetings at ADMINISTRATOR's request.

5 8.4.9 Calculate and maintain VAP statistics and other required  
6 documentation, and assist with the compilation and submission of required  
7 reports referenced in Paragraph 6 of this Exhibit A.

8 Minimum Qualifications:

9 8.4.10 Master's degree in behavioral sciences, or

10 8.4.11 Bachelor's degree in the human services field and a  
11 minimum two (2) years of experience supervising volunteers who serve the  
12 target service population that demonstrates knowledge of management,  
13 supervision, and personnel practices.

14 8.4.12 Proficiency in English and effective verbal and written  
15 communication skills.

16 8.4.13 Knowledge of:

17 8.4.13.1 Management, supervision, and personnel  
18 practices, public relations, and marketing techniques.

19 8.4.13.2 Principles of volunteerism and motivation.

20 8.4.13.3 Child abuse and the legal system as it  
21 pertains to abused children.

22 8.4.13.4 Public relations practices and marketing  
23 techniques.

24 8.5 VAP Manager

25 Duties: Under the supervision of the Executive Director,

26 8.5.1 Develop and oversee the screening process for VAs to meet  
27 CAST Program guidelines and demographics of CLIENTS to be served.

28 8.5.2 Recruit, train, and supervise VAs to meet CLIENTS' needs.

1 8.5.3 Arrange, and track daily VA shift schedules.

2 8.5.4 Manage data and recordkeeping pertaining to VAs.

3 8.5.5 Develop and foster productive relationships with and  
4 between VAs and CAST staff, financial donors and community based  
5 organizations.

6 8.5.6 Provide presentations on the VAP to the community,  
7 college students, and professional groups.

8 8.5.7 Coordinate in-kind donations and volunteer recognition  
9 programs.

10 8.5.8 Attend meetings and events as requested by ADMINISTRATOR.

11 8.5.9 Complete required reports referenced in Paragraph 6 of  
12 this Exhibit A.

13 8.5.10 Supervise VAP Coordinator.

14 Minimum Qualifications:

15 8.5.11 Master's degree in behavioral or social sciences, or

16 8.5.12 Bachelor's degree in human services field and a minimum  
17 of two (2) years of experience supervising volunteers who have worked with the  
18 service population.

19 8.5.13 Demonstrated knowledge of the principles of volunteering  
20 and motivation, child abuse, and the legal system as it pertains to child  
21 abuse.

22 8.5.14 Knowledge of management, supervision, personnel  
23 practices, public relations, and marketing techniques.

24 8.5.15 Proficiency in English and effective verbal and written  
25 communication skills.

26 8.6 Volunteer Advocate (VA)

27 Duties:

28 8.6.1 Provide immediate comfort and support to CLIENTS and

1 FAMILIES to ease the trauma as they undergo CAST interviews, exams, and  
2 meetings with therapist(s).

3 8.6.2 While CLIENTS are in the CAST play room, initiate and  
4 engage CLIENTS in creative and fun activities such as games and crafts, and  
5 watch for unusual behaviors and report them to CAST staff.

6 8.6.3 Participate in on-going training and special projects for  
7 CAST staff.

8 Minimum Qualifications:

9 8.6.4 Minimum age of eighteen (18) years.

10 8.6.5 Proficiency in English and effective verbal and written  
11 communication skills.

12 8.6.6 Demonstrated ability and skills to work appropriately and  
13 effectively with children and families.

14 8.6.7 Capacity and skills to manage highly sensitive  
15 situations.

16 8.6.8 Prior to providing services to CAST CLIENTS, completion  
17 of a minimum of eight (8) hours of initial training conducted by VAP  
18 Coordinator or by a provider approved by SSA CAST Program Manager, in topics  
19 identified in Subparagraph 4.5.3 of this Exhibit A.

20 8.6.9 Completion of a minimum of six (6) hours of on-going in-  
21 service training per year to include topics related to child abuse prevention  
22 and intervention.

23 8.6.10 Completion of fingerprint clearance, Department of  
24 Justice LiveScan, Child Abuse Index clearance, and Department of Motor  
25 Vehicles background check.

26 8.6.11 Valid California driver's license and proof of current  
27 insurance.

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8.6.12 Minimum Service Commitment:

8.6.12.1 Non-student volunteers - four (4) hours per week on-site for one (1) year.

8.6.12.2 Student Interns - four (4) hours per week on-site for one (1) quarter or semester.

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