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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
FOR THE PROVISION OF EDUCATIONAL SUPPORT FOR FOSTER YOUTH

This AGREEMENT, entered into this 1st day of July 2017, 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 Superintendent of Schools, a California public education organization, 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 educational support services for Foster Youth; 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 361, 726, 10610, and 16000; and California Education Code Sections 42920 to 42925, 48853.5, 49069.5, and 49085;

WHEREAS, ADMINISTRATOR, as the County agency responsible for the implementation of the State Plan for Foster Care Maintenance Payments Program

1 and the Adoption Assistance Program established pursuant to Title IV-E of the
2 Social Security Act, is responsible for supervising the reception, care and
3 placement of children in foster care, and for taking all necessary actions to
4 assure maximum utilization of available funds for such purposes;

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

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1. TERM

The term of this Agreement shall commence on July 1, 2017, and terminate on June 30, 2020, unless earlier terminated pursuant to the provisions of Paragraph 38 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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

3. DEFINITIONS

3.1 Foster Youth: A child who is a dependent of the Juvenile Court and/or probation youth with a placement order.

3.2 Foster Youth Services Coordinating Program: Collaboration involving ADMINISTRATOR, CONTRACTOR, Orange County Probation Department, Orange County Health Care Agency, Orange County Juvenile Court, the Regional Center of Orange County, Court Appointed Special Advocates (CASA), and caregivers, whose mission is to provide foster youth in out-of-home care with

1 resources they need to achieve maximum educational and/or vocational
2 potential.

3 3.3 Health and Education Passport (HEP): A section of the Child
4 Welfare Services Case Management System which collects medical and educational
5 information regarding each foster youth, to promote continuity of care between
6 caregivers, the education system, the medical community, and the child welfare
7 system.

8 3.4 Title IV-E: Section of the Social Security Act (Public Law Number
9 96-272) that provides funds for specific activities that meet the Federal
10 definition of "administration." The definition of "administration" includes
11 the following activities, as per 45 CFS 1356.60(c): preparation for and
12 participation in judicial proceedings; development of case plans, case
13 reviews, case management and supervision; a proportionate share of related
14 agency overhead; and activities closely related to those listed above.

15 4. STATUS OF CONTRACTOR

16 4.1 CONTRACTOR is and shall at all times be deemed to be an
17 independent contractor and shall be wholly responsible for the manner in which
18 it performs the services required of it by the terms of this Agreement.
19 Nothing herein contained shall be construed as creating the relationship of
20 employer and employee, or principal and agent, between COUNTY and CONTRACTOR
21 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively
22 the responsibility for the acts of its employees or agents as they relate to
23 services to be provided during the course and scope of their employment.

24 4.2 CONTRACTOR, its agents, employees and volunteers shall not be
25 entitled to any rights and/or privileges of COUNTY employees and shall not be
26 considered in any manner to be COUNTY employees.

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1 5. DESCRIPTION OF SERVICES, STAFFING

2 5.1 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 Superintendent of Schools, for the Provision of
5 Educational Support for Foster Youth, attached hereto and incorporated herein
6 by reference. CONTRACTOR shall operate continuously throughout the term of
7 this Agreement with the number and type of staff described and as required for
8 provision of services hereunder.

9 5.2 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 5.3 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 6. LICENSES AND STANDARDS

17 6.1 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 6.2 In the performance of this Agreement, CONTRACTOR shall comply with
26 all applicable provisions of the California Welfare and Institutions Code
27 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing
28 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost

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

6 6.2.1 For Federally funded Agreements in the amount of \$25,000
7 or more, CONTRACTOR certifies that its officers and/or principals are not
8 debarred or suspended from Federal financial assistance programs and/or
9 activities.

10 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

11 7.1 Delegation and Assignment:

12 CONTRACTOR shall neither delegate its duties or obligations nor
13 assign its rights with respect to this Agreement, either in whole or in part.
14 Any such attempted delegation or assignment shall be void. The transfer of
15 assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or
16 any change in the corporate structure, the governing body, or the management
17 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an
18 assignment of benefits under the terms of this Agreement and shall be void.

19 7.2 Subcontracts:

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

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1 8. USE OF COUNTY PROPERTY

2 8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
3 space, office furniture, and office equipment located in any and all offices
4 and COUNTY facilities at which CONTRACTOR shall be co-located with COUNTY
5 staff pursuant to this Agreement, as is more particularly set forth in that
6 certain lease or license agreement described in Subparagraph 8.2, below. As
7 stated in the lease or license agreement, said office space, office furniture,
8 and equipment shall be used solely by employees of CONTRACTOR while performing
9 their assigned duties pursuant to this Agreement.

10 8.2 CONTRACTOR shall enter into a rent-free lease or license agreement
11 with ADMINISTRATOR for facilities provided by ADMINISTRATOR and will execute
12 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
13 of said document to CONTRACTOR. Failure to execute the lease or license
14 agreement will result in a breach of this Agreement.

15 8.3 CONTRACTOR is responsible for any costs associated with Fair
16 Employment and Housing Act and Americans with Disabilities Act accommodations
17 for its own employees at COUNTY facilities. COUNTY may, in its sole
18 discretion and on a case-by-case basis, provide for such accommodations at no
19 cost to CONTRACTOR.

20 9. NON-DISCRIMINATION

21 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
22 shall not engage nor employ any unlawful discriminatory practices in the
23 admission of clients, provision of services or benefits, assignment of
24 accommodations, treatment, evaluation, employment of personnel or in any other
25 respect on the basis of race, religious creed, color, national origin,
26 ancestry, physical disability, mental disability, medical condition, genetic
27 information, marital status, sex, gender, gender identity, gender expression,
28 age, sexual orientation, military and veteran status or any other protected

1 group in accordance with the requirements of all applicable Federal or State
2 laws.

3 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
4 meets the lawful and applicable requirements of the U.S. Department of Health
5 and Human Services.

6 9.3 CONTRACTOR shall furnish any and all information requested by
7 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
8 books, records and accounts in order to ascertain CONTRACTOR's compliance with
9 Paragraph 9 et seq.

10 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
11 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
12 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

13 9.5 Non-Discrimination in Employment:

14 9.5.1 All solicitations or advertisements for employees placed
15 by or on behalf of CONTRACTOR shall state that all qualified applicants will
16 receive consideration for employment without regard to race, religious creed,
17 color, national origin, ancestry, physical disability, mental disability,
18 medical condition, genetic information, marital status, sex, gender, gender
19 identity, gender expression, age, sexual orientation, military and veteran
20 status or any other protected group in accordance with the requirements of all
21 applicable Federal or State laws. Notices describing the provisions of the
22 equal opportunity clause shall be posted in a conspicuous place for employees
23 and job applicants.

24 9.5.2 CONTRACTOR shall refer any and all employees desirous of
25 filing a formal discrimination complaint to:

26 California Department of Social Services
27 Public Inquiry and Response Bureau
28 P.O. Box 944243, M.S. 8-4-23

1 Sacramento, CA 94244-2430

2 Telephone: (800) 952-5253

3 (800) 952-8349 (For the hard of hearing)

4 9.6 Non-Discrimination in Service Delivery:

5 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
6 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
7 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
8 Stamp Act of 1977, as amended, and in particular 7 CFR Section 272.6; Title II
9 of the Americans with Disabilities Act of 1990, as amended; California Civil
10 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
11 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
12 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
13 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
14 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
15 and other applicable Federal and State laws, as well as their implementing
16 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
17 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
18 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or
19 be hereafter amended. CONTRACTOR shall not implement any administrative
20 methods or procedures which would have a discriminatory effect or which would
21 violate the California Department of Social Services (CDSS) Manual of Policies
22 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
23 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or
24 other legal remedies in accordance with WIC Section 10605, or CGC Sections
25 11135-11139.5, or any other laws, or the issue may be referred to the
26 appropriate Federal agency for further compliance action and enforcement of
27 Subparagraph 9.6 et seq.

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1 9.6.2 CONTRACTOR shall provide any and all clients desirous of
2 filing a formal complaint any and all information as appropriate:

3 9.6.2.1 Pamphlet: “Your Rights Under California
4 Welfare Programs” (PUB 13)

5 9.6.2.2 Discrimination Complaint Form

6 9.6.2.3 Civil Rights Contacts:

7 County Civil Rights Contact:

8 Orange County Social Services Agency
9 Program Integrity

10 Attn: Civil Rights Coordinator

11 P.O. Box 22001

12 Santa Ana, CA 92702-2001

13 Telephone: (714) 438-8877

14 State Civil Rights Contact:

15 California Department of Social Services
16 Civil Rights Bureau

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

18 Sacramento, CA 94244-2430

19 Federal Civil Rights Contact:

20 U.S. Department of Health and Human Services
21 Office of Civil Rights

22 50 U.N. Plaza, Room 322

23 San Francisco, CA 94102

24 10. NOTICES

25 10.1 All notices, requests, claims, correspondence, reports, statements
26 authorized or required by this Agreement, and/or other communications shall be
27 addressed as follows:

28 COUNTY: County of Orange Social Services Agency

1 Contract Services

2
3 500 N. State College Blvd, Suite #100
4 Orange, CA 92868

5
6 CONTRACTOR: Orange County Superintendent of Schools
7 200 Kalmus Drive
8 Costa Mesa, CA 92628-9050

9 10.2 All notices shall be deemed effective when in writing and
10 deposited in the United States mail, first class, postage prepaid and
11 addressed as above. Any notices, claims, correspondence, reports and/or
12 statements authorized or required by this Agreement addressed in any other
13 fashion shall be deemed not given. The Parties each may designate by written
14 notice from time to time, in the manner aforesaid, any change in the address
15 to which notices must be sent.

16 11. NOTICE OF DELAYS

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

22 12. INDEMNIFICATION

23 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
24 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
25 State, COUNTY, and their elected and appointed officials, officers, employees,
26 agents and those special districts and agencies which COUNTY's Board of
27 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
28 any claims, demands or liability of any kind or nature, including but not

1 limited to personal injury or property damage, arising from or related to the
2 services, products or other performance provided by CONTRACTOR pursuant to
3 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
4 court of competent jurisdiction because of the concurrent active negligence of
5 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
6 be apportioned as determined by the court. Neither party shall request a jury
7 apportionment.

8 13. INSURANCE

9 13.1 Prior to the provision of services under this Agreement,
10 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
11 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
12 endorsements required herein, necessary to satisfy COUNTY that the insurance
13 provisions of this Agreement have been complied with. CONTRACTOR agrees to
14 keep such insurance coverage, Certificates of Insurance and endorsements on
15 deposit with ADMINISTRATOR during the entire term of this Agreement. In
16 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant
17 to this Agreement shall obtain insurance subject to the same terms and
18 conditions as set forth herein for CONTRACTOR.

19 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
20 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
21 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
22 to the same terms and conditions as set forth herein for CONTRACTOR.
23 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
24 than the level of coverage required by COUNTY from CONTRACTOR under this
25 Agreement. It is the obligation of CONTRACTOR to provide notice of the
26 insurance requirements to every subcontractor and to receive proof of
27 insurance prior to allowing any subcontractor to begin work. Such proof of
28 insurance must be maintained by CONTRACTOR through the entirety of this

1 Agreement for inspection by COUNTY representative(s) at any reasonable time.

2 13.3 All self-insured retentions (SIRs) shall be clearly stated on the
3 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
4 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
5 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
6 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
7 addition to, and without limitation of, any other indemnity provision(s) in
8 the Agreement, agrees to all of the following:

9 13.3.1 In addition to the duty to indemnify and hold COUNTY
10 harmless against any and all liability, claim, demand or suit resulting from
11 CONTRACTOR's, its agents, employee's or subcontractor's performance of this
12 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
13 counsel approved by Board of Supervisors against same; and

14 13.3.2 CONTRACTOR's duty to defend, as state above, shall be
15 absolute and irrespective of any duty to indemnify or hold harmless; and

16 13.3.3 The provisions of California Civil Code Section 2860
17 shall apply to any and all actions to which the duty to defend state above
18 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
19 CONTRACTOR was an insurer and COUNTY was the insured.

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 The policy or policies of insurance required herein must be issued
24 by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII
25 (Financial Size Category as determined by the most current edition of the
26 Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is
27 preferred, but not mandatory, that the insurer be licensed to do business in
28 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
Sexual Misconduct Liability	\$1,000,000 per occurrence

17 13.8 Required Coverage Forms:

18 13.8.1 Commercial General Liability coverage shall be written on
19 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
20 liability coverage at least as broad.

21 13.8.2 Business Auto Liability coverage shall be written on ISO
22 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
23 coverage at least as broad.

24 13.9 Required Endorsements:

25 13.9.1 Commercial General Liability policy shall contain the
26 following endorsements, which shall accompany the Certificate of Insurance:

27 13.9.1.1 An Additional Insured endorsement using ISO
28

1 form CG 20 26 04 13, or a form at least as broad naming the County of Orange,
2 its elected and appointed officials, officers, agents and employees, as
3 Additional Insureds or provide blanket coverage, which will state AS REQUIRED
4 BY WRITTEN CONTRACT.

5 13.9.1.2 A primary non-contributing endorsement using
6 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
7 CONTRACTOR's insurance is primary and any insurance or self-insurance
8 maintained by the County of Orange shall be excess and non-contributing.

9 13.9.2 The Network Security policy shall contain the following
10 endorsements which shall accompany the Certificate of Insurance.

11 13.9.2.1 An Additional Insured endorsement naming the
12 County of Orange, its elected and appointed officials, officers, agents and
13 employees as Additional Insureds for its vicarious liability.

14 13.9.2.2 A primary and non-contributing endorsement
15 evidencing that the CONTRACTOR's insurance is primary and any insurance or
16 self-insurance maintained by the County of Orange shall be excess and non-
17 contributing.

18 13.10 The Workers' Compensation policy shall contain a waiver of
19 subrogation endorsement waiving all rights of subrogation against the County
20 of Orange, its elected and appointed officials, officers, agents and employees
21 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

22 13.11 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 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
27 of any policy cancellation and ten (10) days for non-payment of premium and
28 provide a copy of the cancellation notice to COUNTY. Failure to provide

1 written notice of cancellation may constitute a material breach of the
2 contract, upon which the COUNTY may suspend or terminate this Agreement.

3 13.13 If CONTRACTOR's Network Security & Privacy Liability policy is a
4 "claims made" policy, CONTRACTOR shall agree to maintain Network Security &
5 Privacy Liability coverage for two (2) years following completion of this
6 Agreement.

7 13.14 The Commercial General Liability policy shall contain a
8 severability of interests clause also known as a "separation of insureds"
9 clause (standard in the ISO CG 0001 policy).

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

12 13.16 If CONTRACTOR fails to provide the insurance certificates and
13 endorsements within seven (7) days of notification by CEO/County Procurement
14 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

15 13.17 COUNTY expressly retains the right to require CONTRACTOR to
16 increase or decrease insurance of any of the above insurance types throughout
17 the term of this Agreement. Any increase or decrease in insurance will be as
18 deemed by County of Orange Risk Manager as appropriate to adequately protect
19 COUNTY.

20 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
21 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
22 certificates of insurance and endorsements with COUNTY incorporating such
23 changes within thirty (30) days of receipt of such notice, this Agreement may
24 be in breach without further notice to CONTRACTOR, and COUNTY shall be
25 entitled to all legal remedies.

26 13.19 The procuring of such required policy or policies of insurance
27 shall not be construed to limit CONTRACTOR's liability hereunder nor to
28 fulfill the indemnification provisions and requirements of this Agreement, nor

1 act in any way to reduce the policy coverage and limits available from the
2 insurer.

3 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

4 CONTRACTOR shall report to COUNTY:

5 14.1 Any accident or incident relating to services performed under this
6 Agreement that involves injury or property damage which may result in the
7 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
8 shall be made in writing within twenty-four (24) hours of occurrence.

9 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
10 from or relating to services performed by CONTRACTOR under this Agreement.
11 Such report shall be submitted to COUNTY within twenty-four (24) hours of
12 occurrence.

13 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
14 property. Such report shall be submitted to COUNTY within twenty-four (24)
15 hours of occurrence.

16 14.4 Any loss, disappearance, destruction, misuse or theft of any kind
17 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
18 under the term of this Agreement. Such report shall be submitted to COUNTY
19 within twenty-four (24) hours of occurrence.

20 15. CONFLICT OF INTEREST

21 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
22 any actions or conditions that could result in a conflict with the best
23 interests of COUNTY. This obligation shall apply to CONTRACTOR and
24 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and
25 third parties associated with accomplishing the work hereunder.

26 15.2 CONTRACTOR's efforts shall include, but not be limited to,
27 establishing precautions to prevent its employees or agents from making,
28 receiving, providing, or offering gifts, entertainment, payments, loans or

1 other considerations which could be deemed to appear to influence individuals
2 to act contrary to the best interests of COUNTY.

3 16. ANTI-PROSELYTISM PROVISION

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

8 17. SUPPLANTING GOVERNMENT FUNDS

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

18 18. BREACH SANCTIONS

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

24 18.1 Afford CONTRACTOR a time period within which to cure the breach,
25 which period shall be established ~~at the sole discretion of~~ by ADMINISTRATOR;
26 and/or

27 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
28 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to

1 later recovery; and/or

2 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
3 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

4 18.4 ADMINISTRATOR will give CONTRACTOR written notice of any action
5 pursuant to this Paragraph, which notice shall be deemed served on the date of
6 mailing.

7 19. PAYMENTS

8 19.1 Maximum Contractual Obligation:

9 The maximum obligation of COUNTY under this Agreement shall be
10 \$2,481,146 or actual allowable costs, whichever is less. COUNTY will submit a
11 quarterly claim to CDSS for reimbursement from Title IV-E for the federal
12 share of CONTRACTOR's expenses incurred for performance of Title IV-E
13 allowable administrative activities. Upon receipt of the reimbursement,
14 COUNTY will pay CONTRACTOR the amount received.

15 19.2 Match:

16 19.2.1 In providing services pursuant to this Agreement, as a
17 match, CONTRACTOR shall bear no less than sixty-two and one-half (62.5)
18 percent of the cost. This represents the non-federal share of the cost of
19 Title IV-E allowable administrative expenses for the services defined in this
20 Agreement. CONTRACTOR shall certify the expenditure of this share of cost,
21 shall certify that Federal funds were not used to support the expenditure, and
22 shall certify that the funds used were not used as match for any other Federal
23 program. The expenditure match shall be documented on a quarterly invoice and
24 must be expended in order to claim Title IV-E reimbursement for allowable
25 activities.

26 19.2.2 COUNTY will remit to CONTRACTOR any revenue received as
27 federal reimbursement for the allowable costs referenced in Subparagraph 19.1
28 of this Agreement, in a timely manner.

1 19.3 Claims:

2 19.3.1 All claims must be submitted quarterly by CONTRACTOR on a
3 form approved by ADMINISTRATOR. All claims submitted to COUNTY must be
4 supported with source documents including, inter alia, a monthly statement of
5 services, general ledgers, supporting journals, time sheets, invoices,
6 canceled checks, receipts, and receiving records, some of which may be
7 required to be copied and submitted with each monthly invoice. Source
8 documents that CONTRACTOR must submit with each monthly invoice shall be
9 determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
10 shall retain all financial records in accordance with Paragraph 23 (Records,
11 Inspections, and Audits) of this Agreement.

12 19.3.2 Payments should be released by COUNTY within a reasonable
13 time period of approximately sixty (60) days after receipt of a correctly
14 completed claim form and required supporting documentation.

15 19.3.3 Year End and Final Claims:

16 19.3.3.1 Final claims for the term of July 1, 2017
17 through June 30, 2018, must be received no later than August 30, 2018 at 5:00
18 p.m.

19 19.3.3.2 Final claims for the term of July 1, 2018
20 through June 30, 2019, must be received no later than August 30, 2019 at 5:00
21 p.m.

22 19.3.3.3 Final claims for the term of July 1, 2019,
23 through June 30, 2020, must be received no later than August 30, 2020 at 5:00
24 p.m.

25 19.3.3.4 Claims received after the dates specified in
26 Subparagraphs 19.3.3.1 to 19.3.3.3 may not be reimbursed. ADMINISTRATOR may
27 modify the date upon which the final claim per each COUNTY fiscal year must be
28 received, upon written notice to CONTRACTOR.

1 19.3.3.5 The basis for final settlement shall be the
2 actual allowable costs as defined in Title 45 CFR and OMB Circular A-21,
3 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
4 to the maximum obligation of COUNTY. In the event that any overpayment has
5 been made, COUNTY may offset the amount of the overpayment against the final
6 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
7 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
8 Nothing herein shall be construed as limiting the remedies of COUNTY in the
9 event an overpayment has been made.

10 20. OVERPAYMENTS

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

24 21. FINAL REPORT

25 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report
26 within sixty (60) days after the termination of this Agreement, which shall
27 summarize the activities and services provided by CONTRACTOR during the term
28 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing

1 to modify the date upon which the final report must be submitted.

2 22. INDEPENDENT AUDIT

3 22.1 CONTRACTOR shall employ a licensed certified public accountant who
4 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
5 related expenditures during the term of this Agreement in compliance with the
6 31 USC 7501-7507, as well as its implementing regulations under 2 CFR Part
7 200, Uniform Administrative, Cost Principles, and Audit Regulations for
8 Federal Awards. The audit must be performed in accordance with generally
9 accepted government auditing standards and OMB Circular A-21. CONTRACTOR
10 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
11 corrective action is taken within six (6) months after issuance of all audit
12 reports with regard to audit exceptions.

13 22.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
14 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
15 of organization-wide audits for each of the fiscal cycles corresponding with
16 the term of this Agreement. CONTRACTOR shall provide each audit within
17 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
18 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
19 payment under this or any subsequent Agreement with CONTRACTOR until such time
20 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
21 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

22 23. RECORDS, INSPECTIONS AND AUDITS

23 23.1 Financial Records:

24 23.1.1 CONTRACTOR shall prepare and maintain accurate and
25 complete financial records. Financial records shall be retained, by
26 CONTRACTOR, for a minimum of five (5) years from the date of final payment
27 under this Agreement or until all pending COUNTY, State and Federal audits are
28 completed, whichever is later.

1 23.1.2 CONTRACTOR shall establish and maintain reasonable
2 accounting, internal control and financial reporting standards in conformity
3 with generally accepted accounting principles established by the American
4 Institute of Certified Public Accountants and to the satisfaction of
5 ADMINISTRATOR.

6 23.2 Participant Records:

7 23.2.1 CONTRACTOR shall prepare and maintain accurate and
8 complete records of clients served and dates and type of services provided
9 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

10 23.2.2 CONTRACTOR shall keep all COUNTY data provided to
11 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
12 years from the date of final payment under this Agreement or until all pending
13 COUNTY, State and Federal audits are completed, whichever is later. These
14 records shall be stored in Orange County, unless CONTRACTOR requests and
15 COUNTY provides written approval for the right to store the records in another
16 county. Notwithstanding anything to the contrary, upon termination of this
17 Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~
18 COUNTY data to COUNTY in accordance with Subparagraph 38.2.

19 23.2.3 COUNTY may refuse payment for a claim if participant
20 records are determined by COUNTY to be incomplete or inaccurate. In the event
21 client records are determined to be incomplete or inaccurate after payment has
22 been made, COUNTY may treat such payment as an overpayment within the
23 provisions of this Agreement.

24 23.3 Public Records:

25 To the extent permissible under the law, all records, including
26 but not limited to, reports, audits, notices, claims, statements and
27 correspondence, required by this Agreement may be subject to public
28 disclosure. COUNTY will not be liable for any such disclosure.

1 23.4 Inspections and Audits:

2 23.4.1 The U.S. Department of Health and Human Services,
3 Comptroller General of the United States, Director of CDSS, State Auditor-
4 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
5 Department, or any of their authorized representatives, shall have access to
6 any books, documents, papers and records, including medical records, of
7 CONTRACTOR which any of them may determine to be pertinent to this Agreement
8 for the purpose of financial monitoring. Further, all the above mentioned
9 persons have the right at all reasonable times to inspect or otherwise
10 evaluate the work performed or being performed under this Agreement and the
11 premises in which it is being performed.

12 23.4.2 CONTRACTOR shall make its books and financial records
13 available within the borders of Orange County within ten (10) days of receipt
14 of written demand by ADMINISTRATOR.

15 23.4.3 In the event CONTRACTOR does not make available its books
16 and financial records within the borders of Orange County, CONTRACTOR agrees
17 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
18 designee, necessary to obtain CONTRACTOR's books and financial records.

19 23.4.4 CONTRACTOR shall pay to COUNTY the full amount of
20 COUNTY's liability to the State or Federal government or any agency thereof
21 resulting from any disallowances or other audit exceptions to the extent that
22 such liability is attributable to CONTRACTOR's failure to perform under this
23 Agreement.

24 24. PERSONNEL DISCLOSURE

25 24.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
26 all personnel providing services hereunder, including résumés and job
27 applications. Changes to the list will be immediately provided to
28 ADMINISTRATOR in writing, along with a copy of a résumé and/or job

1 application. The list shall include:

2 24.1.1 Names of all full or part-time personnel by title,
3 including volunteer personnel, whose direct services are required to provide
4 the programs described herein;

5 24.1.2 A brief description of the functions of each position and
6 the hours each person works each week; or for part-time personnel, each day or
7 month, as appropriate;

8 24.1.3 The professional degree, if applicable, and experience
9 required for each position; and

10 24.1.4 The language skill, if applicable, for all personnel.

11 24.2 Where authorized by law, CONTRACTOR's employment applications
12 shall require applicants to provide detailed information regarding the
13 conviction of a crime by any court, for offenses other than minor traffic
14 offenses. Information not disclosed in the employment application discovered
15 subsequent to the hiring or promotion of any applicant shall be cause for
16 termination of that employee from the performance of services under this
17 Agreement.

18 24.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
19 COUNTY, a clearance on the following public websites the names and dates of
20 birth for all employees and/or volunteers who will have direct, interactive
21 contact with clients served through this Agreement: U.S. Department of Justice
22 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
23 Registry (www.meganslaw.ca.gov.)

24 24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
25 COUNTY, a criminal record background check on all employees (direct service
26 and administrative) funded through this Agreement and also all non-funded
27 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
28 interactive contact with clients served through this Agreement. Background

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

5 24.5 In the event a record is revealed through the processes described
6 in Subparagraphs 24.3 and 24.4, COUNTY will be available to consult with
7 CONTRACTOR on appropriateness of personnel providing services through this
8 Agreement.

9 24.6 CONTRACTOR warrants that all persons employed or otherwise
10 assigned by CONTRACTOR to provide services under this Agreement have
11 satisfactory past work records and/or reference checks indicating their
12 ability to perform the required duties and accept the kind of responsibility
13 anticipated under this Agreement. CONTRACTOR shall maintain records of
14 background investigations and reference checks undertaken and coordinated by
15 CONTRACTOR for each employee and/or volunteer assigned to provide services
16 under this Agreement for a minimum of five (5) years from the date of final
17 payment under this Agreement or until all pending COUNTY, State and Federal
18 audits are completed, whichever is later, in compliance with all applicable
19 laws.

20 24.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
21 arrest and/or subsequent conviction, for offenses other than minor traffic
22 offenses, of any paid employee and/or volunteer staff performing services
23 under this Agreement, when such information becomes known to CONTRACTOR.
24 ADMINISTRATOR may determine whether such employee and/or volunteer may
25 continue to provide services under this Agreement and shall provide notice of
26 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
27 with ADMINISTRATOR's decision shall be deemed a material breach of this
28 Agreement, pursuant to Paragraph 18 above.

1 24.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
2 staff performing work hereunder and any proposed changes in CONTRACTOR's
3 staff.

4 24.9 COUNTY shall have the right to require CONTRACTOR to remove any
5 employee from the performance of services under this Agreement. At the
6 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

7 24.10 CONTRACTOR shall notify COUNTY immediately when staff is
8 terminated for cause from working on this Agreement.

9 24.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
10 Paragraph 24, shall not relieve CONTRACTOR of its obligation to complete all
11 work in accordance with the terms and conditions of this Agreement.

12 25. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

24 26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

25 CONTRACTOR shall notify and provide to its employees, a fact sheet
26 regarding the Safely Surrendered Baby Law, its implementation in Orange County
27 and where and how to safely surrender a baby. The fact sheet is available on
28 the Internet at www.babysafe.ca.gov for printing purposes. The information

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

2 27. CONFIDENTIALITY

3 27.1 CONTRACTOR agrees to maintain the confidentiality of its records
4 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
5 and all other provisions of law, and regulations promulgated thereunder
6 relating to privacy and confidentiality, as each may now exist or be hereafter
7 amended.

8 27.2 All records and information concerning any and all persons
9 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
10 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,
11 agents, and subcontractors. CONTRACTOR shall require all of its employees,
12 volunteers, agents, subcontractors and partners who may provide services for
13 CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before
14 commencing the provision of any such services, to maintain the confidentiality
15 of any and all materials and information with which they may come into
16 contact, or the identities or any identifying characteristics or information
17 with respect to any and all participants referred to CONTRACTOR by COUNTY,
18 except as may be required to provide services under this Agreement or to those
19 specified in this Agreement as having the capacity to audit CONTRACTOR, and as
20 to the latter, only during such audit. CONTRACTOR shall comply with any
21 audits specified in Paragraph 23, provide reports and any other information
22 required by COUNTY in the administration of this Agreement, and as otherwise
23 permitted by law.

24 27.3 CONTRACTOR shall inform all of its employees, volunteers, agents,
25 subcontractors and partners of this provision and that any person violating
26 the provisions of said California state law may be guilty of a crime.

27 27.4 CONTRACTOR agrees that any and all subcontracts entered into shall
28 be subject to the confidentiality requirements of this Agreement.

1 27.5 CONTRACTOR agrees to maintain the confidentiality of its records
2 with respect to Juvenile Court matters, in accordance with WIC Section 827,
3 all applicable statutes, case law, and Orange County Juvenile Court Policy
4 regarding Confidentiality, as it now exists or may hereafter be amended.

5 27.5.1 No access, disclosure or release of information regarding
6 a child who is the subject of Juvenile Court proceedings shall be permitted
7 except as authorized. If authorization is in doubt, no such information shall
8 be released without the written approval of a Judge of the Juvenile Court.

9 27.5.2 CONTRACTOR must receive prior written approval of the
10 Juvenile Court before allowing any child to be interviewed, photographed or
11 recorded by any publication or organization or to appear on any radio,
12 television or internet broadcast or make any other public appearance. Such
13 approval shall be requested through child's Social Worker.

14 28. SECURITY

15 28.1 CONTRACTOR shall immediately notify COUNTY of any and all
16 unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is
17 aware or has knowledge. After such notification, CONTRACTOR shall, at its own
18 expense:

19 28.1.1 Investigate to determine the nature and extent of the
20 unauthorized disclosure.

21 28.1.2 Contain the incident by, among things, attempting to
22 recover records, revoking access and/or correcting weaknesses in security.
23 CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred
24 by COUNTY arising out of or in connection with the unauthorized disclosure as
25 legally required.

26 28.2 For services provided under this Agreement, CONTRACTOR shall
27 ensure that all confidential information must be held in the strictest
28 confidence, can only be accessed by those with a need to know and is protected

1 to prevent unauthorized or inadvertent access. Confidential electronic
2 information must be stored in an encrypted format. Confidential information
3 stored in a paper format must be transported, handled, secured and destroyed
4 in a manner that to prevent unauthorized access.

5 29. COPYRIGHT ACCESS

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

10 30. WAIVER

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

19 31. PUBLICITY

20 31.1 Information and solicitations, prepared and released by
21 CONTRACTOR, concerning the services provided under this Agreement shall state
22 that the program, wholly or in part, is funded through COUNTY, State and
23 Federal government funds.

24 31.2 CONTRACTOR shall not disclose any details in connection with this
25 Agreement to any person or entity except as may be otherwise provided
26 hereunder or required by law. However, in recognizing CONTRACTOR's need to
27 identify its services and related clients to sustain itself, COUNTY shall not
28 inhibit CONTRACTOR from publishing its role under this Agreement within the

1 following conditions:

2 31.2.1 CONTRACTOR shall develop all publicity material in a
3 professional manner; and

4 31.2.2 During the term of this Agreement, CONTRACTOR shall not,
5 and shall not authorize another to, publish or disseminate any commercial
6 advertisements, press releases, feature articles, or other materials using the
7 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
8 unreasonably withhold written consent.

9 31.3 COUNTY owns all rights to the name, logos and symbols of COUNTY.
10 The use and/or reproduction of COUNTY's name and/or logo for any purpose,
11 including commercial advertisement, promotional purposes, announcements,
12 displays or press releases, without COUNTY's prior written consent is
13 expressly prohibited.

14 32. COUNTY RESPONSIBILITIES

15 ADMINISTRATOR will provide consultation and technical assistance, serve
16 as the sole agency reporting to CDSS on the administrative support services
17 provided by CONTRACTOR, and will monitor performance of CONTRACTOR in meeting
18 the terms of this Agreement.

19 33. REPORTS

20 33.1 CONTRACTOR shall provide information deemed necessary by
21 ADMINISTRATOR to complete any State-required reports related to the services
22 provided under this Agreement.

23 33.2 CONTRACTOR shall maintain records and submit reports containing
24 such data and information regarding the performance of CONTRACTOR's services,
25 costs or other data relating to this Agreement, as may be requested by
26 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
27 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

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1 34. ENERGY EFFICIENCY STANDARDS

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

5 35. ENVIRONMENTAL PROTECTION STANDARDS

6 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC
7 Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et
8 seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter
9 referred to as "EPA," regulations (Title 40 CFR ~~Part 15~~), as any may now exist
10 or be hereafter amended. Under these laws and regulations, CONTRACTOR assures
11 that:

12 35.1 No facility to be utilized in the performance of the proposed
13 grant has been listed on the EPA List of Violating Facilities;

14 35.2 It will notify COUNTY prior to award of the receipt of any
15 communication from the Director, Office of Federal Activities, U.S. EPA,
16 indicating that a facility to be utilized for the grant is under consideration
17 to be listed on the EPA List of Violating Facilities; and

18 35.3 It will notify COUNTY and EPA about any known violation of the
19 above laws and regulations.

20 36. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
21 FEDERAL TRANSACTIONS

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

1 following:

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

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

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

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

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

28 ///

1 C. Submission of this certification and disclosure is a
2 prerequisite for making or entering into this Agreement imposed by Section
3 1352, Title 31, USC. Any person who makes an expenditure prohibited under
4 this provision or who fails to file or amend the disclosure form to be filed
5 or amended by this provision, shall be subject to a civil penalty of not less
6 than \$10,000, and not more than \$100,000, for each such failure.

7 37. POLITICAL ACTIVITY

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

11 38. TERMINATION PROVISIONS

12 38.1 ADMINISTRATOR may terminate this Agreement without penalty
13 immediately with cause or after thirty (30) days written notice without cause,
14 unless otherwise specified. Notice shall be deemed served on the date of
15 mailing. Cause shall include but not be limited to ~~be defined as~~ any breach
16 of contract, any partial misrepresentation whether negligent or willful, ~~or~~
17 fraud on the part of CONTRACTOR, discontinuance of the services for reasons
18 within CONTRACTOR's reasonable control, and repeated or continued violations
19 of COUNTY ordinances unrelated to performance under this Agreement that in the
20 reasonable opinion of COUNTY indicate a willful or reckless disregard for
21 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
22 terminate this Agreement shall relieve COUNTY of all further obligations under
23 this Agreement.

24 38.2 For ninety (90) calendar days prior to the expiration date of this
25 Agreement, or upon notice of termination of this Agreement ("Transition
26 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly
27 transfer of service responsibilities, active case records, and pertinent
28 documents. The Transition Period may be modified as agreed upon in writing by

1 the Parties. During the Transition Period, service and data access shall
2 continue to be made available to COUNTY without alteration. CONTRACTOR also
3 shall assist COUNTY in extracting and/or transitioning all data in the format
4 determined by COUNTY.

5 38.3 In the event of termination of this Agreement, cessation of
6 business by CONTRACTOR or any other event preventing CONTRACTOR from
7 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
8 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
9 requested to do so on such media as reasonably requested by COUNTY, even if
10 COUNTY is then or is alleged to be in breach of this Agreement.

11 38.4 The obligations of COUNTY under this Agreement are contingent upon
12 the availability of Federal and/or State funds, as applicable, for the
13 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
14 for the services hereunder in the budget approved by the Orange County Board
15 of Supervisors each fiscal year this Agreement remains in effect or operation.
16 In the event that such funding is terminated or reduced, ADMINISTRATOR may
17 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
18 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
19 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
20 notification of such determination. CONTRACTOR shall immediately comply with
21 ADMINISTRATOR's decision.

22 38.5 If any term, covenant, condition, or provision of this Agreement
23 or the application thereof is held invalid, void, or enforceable, the
24 remainder of the provisions in this Agreement shall remain in full force and
25 effect and shall in no way be affected, impaired, or invalidated thereby.

26 39. GOVERNING LAW AND VENUE

27 This Agreement has been negotiated and executed in the State of
28 California and shall be governed by and construed under the laws of the State

1 of California, without reference to conflict of law provisions. In the event
2 of any legal action to enforce or interpret this Agreement, the sole and
3 exclusive venue shall be a court of competent jurisdiction located in Orange
4 County, California, and the parties hereto agree to and do hereby submit to
5 the jurisdiction of such court, notwithstanding Code of Civil Procedure
6 Section 394. Furthermore, the parties specifically agree to waive any and all
7 rights to request that an action be transferred for trial to another county.

8 40. SIGNATURE IN COUNTERPARTS

9 40.1 The parties agree that separate copies of this Agreement may be
10 signed by each of the parties, and this Agreement will have the same force and
11 effect as if the original had been signed by all the parties.

12 40.2 CONTRACTOR represents and warrants that the person executing this
13 Agreement on behalf of and for CONTRACTOR is an authorized agent who has
14 actual authority to bind CONTRACTOR to each and every term, condition and
15 obligation of this Agreement and that all requirements of CONTRACTOR have been
16 fulfilled to provide such actual authority.

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

By: *Patricia McCaughey*

By: _____

PATRICIA McCAUGHEY
Administrator
PURCHASING, CONTRACT AND TRANSPORTATION
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 3/30/2017

Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: *Anna Hoo*
DEPUTY

Dated: 3/30/17

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
FOR THE PROVISION OF EDUCATIONAL SUPPORT FOR FOSTER YOUTH

1. POPULATION TO BE SERVED

Foster youth attending Orange County Schools and those foster youth under the jurisdiction of the Orange County Juvenile Court residing out of Orange County, hereinafter "Foster youth."

2. PROGRAM GOAL

The program goal is to reduce or eliminate delays in school enrollment, strengthen the resolve and ability of foster youth to complete elementary and secondary education requirements, to obtain a high school diploma, and to develop educational or vocational goals beyond high school.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

3.2 CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday schedule: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor

1 Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving,
2 and Christmas Day. CONTRACTOR'S holiday schedule differs from COUNTY'S
3 holidays schedule wherein CONTRACTOR typically observes President Lincoln's
4 Birthday on the Monday in the week of President Lincoln's Birthday, does not
5 observe Columbus Day, and observes Christmas Eve Day and New Year's Eve Day.
6 ADMINISTRATOR acknowledges CONTRACTOR will not provide service on Christmas
7 Eve Day or New Year's Eve Day. CONTRACTOR acknowledges its staff co-located
8 at ADMINISTRATOR's facility shall not be in the ADMINISTRATOR'S facility on
9 any date in which the ADMINISTRATOR is observing a holiday established by the
10 Orange County Board of Supervisors. In the event COUNTY observes a holiday on
11 a date not also observed by CONTRACTOR (i.e. President Lincoln's Birthday
12 which COUNTY observes on February 12 or Columbus Day), CONTRACTOR's staff will
13 use their accrued vacation/personal time or work off-site in a different
14 location when the ADMINISTRATOR's facility is closed. CONTRACTOR shall obtain
15 prior written approval from ADMINISTRATOR for any holiday closure, outside of
16 COUNTY's or CONTRACTOR's holiday schedule. Any unauthorized closure shall be
17 deemed a material breach of this Agreement, pursuant to Paragraph 18, and
18 shall not be reimbursed.

19 4. SERVICES

20 4.1 CONTRACTOR shall be responsible for:

21 4.1.1 Providing Educational Support for Foster Youth Title IV-E
22 administrative activities.

23 4.1.2 Serving as a liaison between school districts, Social
24 Services Agency (SSA) and collaborative partners such as the Orange County
25 Probation Department, Orange County Health Care Agency, the Orange County
26 Juvenile Court, Regional Center of Orange County, CASA, caregivers, and foster
27 youth.

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1 4.1.3 Supporting foster youth at educational meetings to ensure
2 their voice is heard.

3 4.1.4 Coordinate the Foster Youth District Liaison's
4 participation in collaborative meetings, such as, but not limited to, Team
5 Decision Making meetings where the child is attending school and being
6 available for further follow up as needed.

7 4.1.5 Providing community resources and referrals to foster
8 youth, caregivers, and collaborative partners serving foster youth.

9 4.1.6 Work with local school staff to ensure educational
10 services are delivered to foster youth within the California Education Code
11 timelines.

12 4.2 CONTRACTOR shall monitor the progress of foster youth through
13 elementary and high school, starting at age five (5) through age nineteen
14 (19), to ensure youth are in compliance with all requirements to graduate on
15 time; shall keep ADMINISTRATOR informed of youth's educational status to
16 support the youth in graduating from high school and preparing for their post-
17 secondary and/or vocational goals.

18 4.3 CONTRACTOR shall employ Educational Liaisons, as described in
19 Subparagraph 10.3 of this Exhibit A, to monitor the progress of foster youth
20 in developing and achieving educational and/or vocational objectives. Each
21 Educational Liaison shall:

22 4.3.1 Manage a caseload of approximately three to four hundred
23 (300 - 400) foster youth identified and referred by ADMINISTRATOR. Case
24 management shall consist of:

25 4.3.1.1 Partner with the Foster Youth District
26 Liaison to share an educational summary with the case carrying social worker
27 of the child's educational progress at the status review hearing dates.

28 4.3.1.2 Assessing educational progress of foster

1 youth towards meeting graduation requirements.

2 4.3.1.3 Providing information to ADMINISTRATOR,
3 caregivers, and foster youth on educational and vocational career paths
4 available to the foster youth.

5 4.3.1.4 Evaluating and monitoring progress, and
6 making educational recommendations to ADMINISTRATOR in order for foster youth
7 to meet the graduation requirements of his/her current school district.

8 4.3.1.5 Partnering with local schools to ensure
9 timely school enrollment of foster youth.

10 4.4 CONTRACTOR shall provide on an annual basis, one (1) training
11 presentation to caregivers; four (4) training presentations to Foster Youth
12 Liaisons and school district personnel; one (1) education-related events for
13 foster youths; and ten (10) training presentations to SSA and Probation
14 Department staff, to include program and unit level presentations.

15 4.5 CONTRACTOR shall collaborate with other stakeholders to increase
16 school readiness for foster youth, ages three (3) to five (5) years old,
17 including:

18 4.5.1 Assisting with enrollment into preschools.

19 4.5.2 Working with school staff to assist coordination of
20 special education services when needed for the youth.

21 4.6 Should additional federal funding in excess of the amount
22 specified in Subparagraph 19.1 of the Agreement be approved, CONTRACTOR shall
23 also provide education for community stakeholders, community-based
24 organizations, schools, and caregivers, to help foster youth deal with trauma,
25 with the goal of increasing their ability to focus on learning.

26 5. FACILITIES

27 5.1 Administrative services under this Agreement shall be provided at:

28 County of Orange Social Services Agency

1 800 N. Eckhoff Street

2 Orange, CA 92868

3 5.2 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
4 facility(ies) and location(s) where services shall be provided without
5 changing COUNTY's maximum obligation.

6 6. CO-LOCATION OF CONTRACTOR STAFF

7 6.1 It is mutually understood that CONTRACTOR's staff shall be co-
8 located with SSA staff at ADMINISTRATOR's facility as stated in Paragraph 8 of
9 this Agreement to provide services to monitor the academic progress of foster
10 youth.

11 In regards to all CONTRACTOR staff working in SSA facilities pursuant to
12 this Agreement, CONTRACTOR agrees to:

13 6.2 Provide Department of Justice (DOJ) fingerprinting and criminal
14 background checks for all CONTRACTOR co-located staff prior to locating at
15 ADMINISTRATOR's facility.

16 6.2.1 Maintain detailed personnel files on all CONTRACTOR co-
17 located staff in accordance with Paragraph 24 of this Agreement.

18 6.2.2 Provide direct supervision of all CONTRACTOR co-located
19 staff.

20 6.2.3 Designate a CONTRACTOR contact to address ADMINISTRATOR
21 inquiries and/or concerns regarding co-located staff.

22 7. REPORTS

23 7.1 CONTRACTOR shall provide information deemed necessary by
24 ADMINISTRATOR to complete any State and Federal required reports related to
25 the services provided under this Agreement.

26 7.2 CONTRACTOR shall establish procedures and submit reports, as
27 approved by ADMINISTRATOR, to document foster youth's status and development,
28 to make recommendations for changes in youth's educational and/or vocational

1 path, and to provide academic information that can be used to measure youth's
2 progress and program outcomes as well as summarize educational progress to be
3 used to update the Health and Education Passport. CONTRACTOR shall submit to
4 ADMINISTRATOR foster youth data, in formats approved by ADMINISTRATOR, which
5 shall include, but not be limited to, the following:

6 7.2.1 Educational Progress/Summary Report:

7 CONTRACTOR shall provide ADMINISTRATOR an Educational
8 Progress/Summary Report for each youth described in Subparagraph 4.2 of this
9 Exhibit A, outlining the foster youth's current educational and/or vocational
10 status. CONTRACTOR will provide Educational Progress/Summary Reports to the
11 foster youth's assigned social worker in advance of status review hearings
12 with the Juvenile Court. CONTRACTOR shall complete a minimum of one thousand
13 (1,000) Educational Progress/Summary Reports. Report shall include accurate
14 and up-to-date educational information and support/interventions provided by
15 school districts to address academic concerns. Educational Progress/Summary
16 Reports are shared with the SSA, Orange County Foster Youth District Liaisons,
17 CASA (if applicable) and caregivers who are encouraged to review with the
18 youth.

19 7.2.2 Year-End Graduation Report:

20 CONTRACTOR shall provide ADMINISTRATOR with a Year-End
21 Graduation Report for foster youth eligible for graduation. Report shall
22 include the number of youth eligible to graduate, the number of those that
23 successfully graduated, the number of youth that did not meet graduation
24 requirements, and reasons for non-completion.

25 7.2.3 Academic Outcomes:

26 Contractor shall provide ADMINSTRATOR with an annual
27 summary of the academic outcomes of foster youth residing in Orange County
28 from the California Department of Education DataQuest website once the reports

1 are available from the California Department of Education's Website. This data
2 will be calculated from the prior year's outcomes. The reports shall include,
3 but are not limited to: California Assessment of Student Performance and
4 Progress English Language Arts and Mathematics; School Mobility; Suspension
5 and Expulsion; and Chronic Absenteeism.

6 8. LETTERS

7 8.1 CONTRACTOR shall establish procedures and submit letters, as
8 approved by ADMINISTRATOR, to meet the reporting requirements of Title IV-E
9 funding. Letters submitted by CONTRACTOR to ADMINISTRATOR shall be in a
10 format approved by ADMINISTRATOR, including, but not be limited to, the
11 following:

12 8.1.1 Certification Letter:

13 CONTRACTOR shall provide ADMINISTRATOR, on a quarterly
14 basis, a certification letter which reports the total actual costs incurred
15 under this Agreement as a certified public expenditure. CONTRACTOR shall be
16 required to certify that the non-Federal funds used to support these
17 expenditures are public funds that are not being used as a match for any other
18 Federal program. ADMINISTRATOR will certify these public expenditures to
19 CDSS. CDSS, in turn, includes these public expenditures in its claim for
20 reimbursement from the U. S. Department of Health and Human Services.

21 8.1.2 Full-Time Equivalent Letter:

22 CONTRACTOR shall provide ADMINISTRATOR a letter, on or
23 before the tenth (10th) calendar day of the month after the close of a fiscal
24 year quarter, certifying that CONTRACTOR's staff is providing full-time
25 equivalent Title IV-E eligible services. Fiscal year quarters end on the last
26 day of the months of September, December, March, and June.

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9. BUDGET

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

LINE ITEM:

Personnel Costs

<u>Salaries</u>	<u>FTE⁽¹⁾</u>	<u>Amount</u>
Foster Youth Services Program Coordinator	1.00	\$110,998
Senior Educational Liaison	1.00	114,400
Educational Liaison	7.00	666,731
Program Specialist	1.50	184,788
Administrative Assistant III	2.00	120,304
Senior Administrative Supervisor	1.00	84,899
Short-Term Educational Liaison/ Assistant Manager	2.50	<u>122,000</u>
Subtotal Salaries		\$1,404,120
<u>Benefits</u>		
Public Employees Retirement System		165,948
State Teachers Retirement System		57,293
PARS (Public Agency Retirement System)		4,575
Medicare Contribution		22,022
Medical Insurance		286,723
Dental Insurance		24,027
Vision Insurance		4,001
State Unemployment Insurance		760
Workers' Compensation Insurance		25,818
LTD Insurance		157
Life Insurance		<u>1,223</u>
Subtotal Benefits		\$592,547
TOTAL SALARIES & BENEFITS		\$1,996,667
Indirect Costs (9.32% of Total Salaries and Benefits)		\$186,090
TOTAL LINE ITEM BUDGET		\$2,182,757
Minus Match (62.50% of Total Line Item Budget)		<u>\$(1,364,223)</u>
TOTAL LINE ITEM BUDGET FOR YEAR 1		\$818,534

1 9.2 The budget for services provided July 1, 2018 through June 30,
2 2019, pursuant to Exhibit A of this Agreement is set forth as follows:

3 LINE ITEM:

<u>Salaries</u>	<u>FTE⁽¹⁾</u>	<u>Amount</u>
Foster Youth Services Program Coordinator	1.00	\$122,098
Senior Educational Liaison	1.00	120,120
Educational Liaison	7.00	700,068
Program Specialist	1.50	194,027
Administrative Assistant III	2.00	128,681
Senior Administrative Supervisor	1.00	89,144
Short-Term Educational Liaison/ Assistant Manager	.50	<u>25,000</u>
Subtotal Salaries		\$1,379,138
<u>Benefits</u>		
Public Employees Retirement System		182,543
State Teachers Retirement System		63,022
PARS (Public Agency Retirement System)		5,033
Medicare Contribution		24,224
Medical Insurance		310,395
Dental Insurance		26,430
Vision Insurance		4,401
State Unemployment Insurance		836
Workers' Compensation Insurance		28,400
LTD Insurance		173
Life Insurance		<u>1,345</u>
Subtotal Benefits		\$646,802
TOTAL SALARIES & BENEFITS		\$2,025,940
Indirect Costs (9.32% of Total Salaries and Benefits)		\$188,818
TOTAL LINE ITEM BUDGET		\$2,214,758
Minus Match (62.50% of Total Line Item Budget)		<u>\$(1,384,224)</u>
TOTAL LINE ITEM BUDGET FOR YEAR 2		\$830,534

26 9.3 The budget for services provided July 1, 2019 through June 30,
27 2020, pursuant to Exhibit A of this Agreement is set forth as follows:

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1	<u>LINE ITEM:</u>	FTE ⁽¹⁾	<u>Amount</u>
2	<u>Salaries</u>		
3	Foster Youth Services Program Coordinator	1.00	\$128,203
4	Senior Educational Liaison	1.00	126,126
5	Educational Liaison	7.00	735,071
6	Program Specialist	1.50	203,729
7	Administrative Assistant III	2.00	135,115
8	Senior Administrative Supervisor	1.00	93,601
9	Short-Term Educational Liaison/ Assistant Manager	.50	<u>15,000</u>
10	Subtotal Salaries		\$1,436,845
11	<u>Benefits</u>		
12	Public Employees Retirement System		200,797
13	State Teachers Retirement System		69,325
14	PARS (Public Agency Retirement System)		5,536
15	Medicare Contribution		26,647
16	Medical Insurance		341,869
17	Dental Insurance		29,073
18	Vision Insurance		4,841
19	state Unemployment Insurance		920
20	Workers' Compensation Insurance		31,240
21	LTD Insurance		190
22	Life Insurance		<u>1,480</u>
23	Subtotal Benefits		\$711,918
24	TOTAL SALARIES & BENEFITS		\$2,148,763
25	Indirect Costs (9.32% of Total Salaries and Benefits)		\$200,265
26	TOTAL LINE ITEM BUDGET		2,349,028
27	Minus Match (62.50% of Total Line Item Budget)		<u>\$(1,468,143)</u>
28	TOTAL LINE ITEM BUDGET FOR YEAR 3		\$880,885
	<u>MAXIMUM OBLIGATION FOR FISCAL YEARS 2017-2020</u>		<u>\$2,529,953</u>

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a

1 40-hour work week. For salaried employees, FTE is defined as the amount of
2 time (stated as a percentage) the position will be paid for under the terms of
3 this Agreement, regardless of the number of hours actually worked.

4 9.4 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
5 notice, to add, delete or modify line items and/or amounts and/or the number
6 and type of FTE positions without changing county's maximum obligation as
7 stated in Subparagraph 19.1 of this Agreement, or reducing the level of
8 service to be provided by CONTRACTOR. Further, in accordance with
9 Subparagraph 38.4 of this Agreement, in the event ADMINISTRATOR reduces the
10 maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and
11 ADMINISTRATOR may mutually agree in writing to proportionately reduce the
12 service goals as set forth in this Exhibit A.

13 10. STAFF

14 CONTRACTOR shall provide the following described staff positions:

15 10.1 Foster Youth Services Coordinating Program Coordinator

16 Duties:

17 10.1.1 Oversee Foster Youth Services Coordinating Program
18 county-wide program to ensure program requirements and goals are being met.

19 10.1.2 Ensure services are delivered to foster youth within
20 required timelines.

21 10.1.3 Represent Foster Youth Services Coordinating Program at
22 many of the multi-agency collaborative meetings to ensure educational issues
23 are being addressed.

24 10.1.4 Hire, train and monitor the work performance of Foster
25 Youth Services Coordinating Program staff.

26 Qualifications:

27 10.1.5 Four (4) years of educational program experience,
28 including two (2) years in an administrative, supervisory, or managerial role.

1 10.1.6 Master's degree, or equivalent as determined by the
2 Superintendent of Schools, from an accredited college or university with major
3 work in teaching, administration, pupil personnel services, or related fields.

4 10.1.7 Possess a valid California Pupil Personnel Services
5 Credential or a Teaching Credential. An administrative credential is
6 desirable but not required.

7 10.2 Senior Educational Liaison

8 Duties:

9 10.2.1 Provide supervision to staff providing educational case
10 management services to foster youth.

11 10.2.2 Coordinate educational services and provide support for
12 foster youth at educational meetings to ensure their needs are represented.

13 10.2.3 Coordinate with adjoining counties to develop a system to
14 get educational updates on Orange County foster youth placed in out-of-home
15 care in their counties.

16 10.2.4 Represent Foster Youth Services at many of the multi-
17 agency collaborative meetings to ensure educational issues are being
18 addressed, including co-facilitating Orange County Family-to-Family Foster
19 Youth Outcomes with Children and Family Services (CFS) leadership.

20 10.2.5 Hire, train and monitor the work performance of Foster
21 Youth Services staff.

22 Qualifications:

23 10.2.6 Three (3) years of experience working with foster and/or
24 at-risk youth on educational planning and/or case management.

25 10.2.7 Bachelor's degree, or equivalent as determined by the
26 Superintendent of Schools, from an accredited college or university with major
27 work in human services, social work, psychology, counseling, or related field.

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1 10.3 Educational Liaison

2 Duties:

3 In addition to the duties identified in Subparagraph 4.3 of this Exhibit
4 A, the Educational Liaison shall:

5 10.3.1 Be responsible for the reporting responsibilities
6 described in Paragraph 7 of this Exhibit A.

7 10.3.2 Collaborate with Foster Youth Services Coordinating
8 Program staff and public and/or private agencies to develop vocational and
9 educational plans for youth.

10 10.3.3 Participate in Foster Youth Services Coordinating Program
11 planning meetings.

12 10.3.4 Participate on collaborative committees and projects as
13 needed to represent the educational issues foster youth face and work to
14 continue to improve those systems.

15 Qualifications:

16 10.3.5 Two (2) years of experience working with foster youth
17 and/or at-risk youth on educational planning and/or case management.

18 10.3.6 Bachelor's degree, or equivalent as determined by the
19 Superintendent of Schools, from an accredited college or university with major
20 work in human services, social work, psychology, counseling or related field.

21 10.4 Program Specialist

22 Duties:

23 10.4.1 Provide community referrals and resources to foster
24 youth, caregivers, and collaborative partners.

25 10.4.2 Provide liaison services to select foster youth.

26 10.4.3 Provide consultation and leadership to the Educational
27 Liaisons.

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1 Qualifications:

2 10.4.4 Three (3) years of educational experience, with at least
3 two (2) years of experience working with youth in a dependency system.

4 10.4.5 Bachelor's degree, or equivalent as determined by the
5 Superintendent of Schools, from an accredited college or university with major
6 course work in education and in the area of reading.

7 10.4.6 Possess a valid California Pupil Personnel Services
8 Credential or a Teaching Credential. An administrative credential is
9 desirable but not required.

10 10.4.7 Two (2) years of administration experience is preferred.

11 10.5 Short-Term Educational Liaison Assistant/Case Manager

12 Duties:

13 10.5.1 Coordinate the gathering of educational records from
14 local school districts and provide to the Educational Liaison for compilation
15 into the Educational Progress Report.

16 10.5.2 Collaborate with SSA and Probation Department staff to
17 obtain school history.

18 10.5.3 As needed, interview foster youth to obtain educational
19 information and history.

20 10.5.4 Provide additional support to update school records and
21 document school history in Foster Focus and/or OCIFYED database.

22 10.5.5 Provide educational support services for foster youth.

23 10.5.6 Participate in collaborative meetings and facilitate
24 trainings providing a youth voice regarding educational issues.

25 10.5.7 Aforementioned duties and other duties as assigned will
26 be determined and supervised as needed.

27 Qualifications:

28 10.5.8 One (1) year of experience working with at-risk youth.

10.5.9 Possess good telephone and interview skills.

10.5.10 Demonstrate good organizational skills.

10.6 Administrative Assistant III

Duties:

10.6.1 Provide administrative support for the Foster Youth Services Coordinating staff.

10.6.2 Provide support to ensure educational documents and services are logged into the Foster Focus and/or OCIFYED Database.

10.6.3 Provide support for trainings, special projects and events.

Qualifications:

10.6.4 Two (2) years of secretarial experience.

10.6.5 Experience with word processing and database management.

10.7 Senior Administrative Supervisor

Duties:

10.7.1 Supervise Program Support Assistants, Administrative Assistant III, and Short-Term Educational Liaison Assistants.

10.7.2 Provide administrative support for the Foster Youth Services Coordinating Program.

10.7.3 Prepare multiple budgets, monitor expenditures, and prepare statistical reports for distribution to stakeholders.

10.7.4 Plan and coordinate logistics for a minimum of ~~two (2)~~ one (1) education-related events for foster youth.

Qualifications:

10.7.5 Previous project management experience in education programs or related areas and experience working with foster or at-risk youth.

10.7.6 Bachelor's degree, or equivalent as determined by the Superintendent of Schools, from an accredited college or university with major

1 course work in education, counseling, human services or mathematics.

2 10.8 CONTRACTOR shall maintain and make available to ADMINISTRATOR upon
3 written request, the following information on each employee providing services
4 under this Agreement:

5 10.8.1 All Confidentiality statements; and

6 10.8.2 Child and dependent adult/elder abuse reporting
7 requirement.

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