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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 ~~THIS~~ AGREEMENT, entered into this 1st day of July ~~2014~~ 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, 2014 2017, and terminate on June 30, 2017 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, shall be 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 Orange County Juvenile Court and/or probation youth with a placement order, who is living in out of home care.

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

1 caregivers, whose mission is to provide foster youth in out-of-home care with
2 resources they need to achieve maximum educational and/or vocational
3 potential.

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

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

16 4. STATUS OF CONTRACTOR

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

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

28 5. DESCRIPTION OF SERVICES, STAFFING

1 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
2 and supplies as described in the Exhibit "A" to the Agreement between County
3 of Orange and Orange County Superintendent of Schools, for the Provision of
4 Educational Support for Foster Youth, attached hereto and incorporated herein
5 by reference. CONTRACTOR shall operate continuously throughout the term of
6 this Agreement with the number and type of staff described and as required for
7 provision of services hereunder ~~pursuant to the personnel disclosure~~
8 ~~provisions of this Agreement.~~

9 5.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
10 may, ~~in his or her sole discretion,~~ require changes in staffing allocations to
11 reflect current workload demands or service needs as long as COUNTY's maximum
12 obligation as set forth 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,
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); ~~Federal Office of Management and Budget~~

1 (OMB) Circulars A-21; implementing regulations under 2 CFR Part 200, Uniform
2 Administrative Requirements, Cost Principles, and Audit Requirements for
3 Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and
4 regulations of the United States, State of California, County of Orange Social
5 Services Agency and all administrative regulations, rules and policies adopted
6 thereunder as each and all may now exist or be hereafter amended.

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

11 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

12 7.1 Delegation and Assignment:

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

20 7.2 Subcontracts:

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

28 8. USE OF COUNTY PROPERTY

1 8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
 2 space, office furniture, and office equipment located in any and all offices
 3 and COUNTY facilities at which CONTRACTOR shall be ~~collocated~~ co-located with
 4 COUNTY staff pursuant to this Agreement, as is more particularly set forth in
 5 that certain ~~real estate agreement~~ lease or license agreement described in
 6 Subparagraph 8.2, below. As stated in the lease or license agreement, said
 7 office space, office furniture, and equipment shall be used solely by
 8 employees of CONTRACTOR while performing their assigned duties pursuant to
 9 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 ~~ethnicity, religion, sexual preference, physical or~~
 26 ~~mental disability~~, race, ~~religious creed~~, color, national origin, ancestry,
 27 physical disability, mental disability, ~~medical condition~~, genetic
 28 information, marital status, sex, ~~gender, gender identity, gender expression~~,

1 age, sexual orientation, military and veteran status or any other protected
2 group in accordance with the requirements of all applicable Federal or State
3 laws.

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

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

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

14 9.5 Non-Discrimination in Employment:

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

26 9.5.2 CONTRACTOR shall refer any and all employees desirous of
27 filing a formal discrimination complaint to:

28 California Department of Social Services

1 Public Inquiry and Response Bureau

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

3 Sacramento, CA 95814-94244-2430

4 Telephone: (800) 952-5253

5 (800) 952-8349 (For the hard of hearing)

6 9.6 Non-Discrimination in Service Delivery:

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

1 Subparagraph 9.6 et seq.

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

4 9.6.2.1 Pamphlet: "Your Rights Under California
5 Welfare Programs" (PUB 13)

6 9.6.2.2 Discrimination Complaint Form

7 9.6.2.3 Civil Rights Contacts:

8 County Civil Rights Contact:

9 Orange County Social Services Agency

10 Program Integrity

11 Attn: Civil Rights Coordinator

12 P.O. Box 22001

13 Santa Ana, CA 92702-2001

14 Telephone: (714) 438-8877

15 State Civil Rights Contact:

16 California Department of Social Services

17 Civil Rights Bureau

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

19 Sacramento, CA 94244-2430

20 Federal Civil Rights Contact:

21 U.S. Department of Health and Human Services

22 Office of Civil Rights

23 50 U.N. Plaza, Room 322

24 San Francisco, CA 94102

25 10. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
888 N. Main Street
Santa Ana, CA 92701

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

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

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. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent. ~~ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.~~

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the

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

12 13. INSURANCE

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

23 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
24 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
25 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
26 to the same terms and conditions as set forth herein for CONTRACTOR.
27 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
28 than the level of coverage required by COUNTY from CONTRACTOR under this

1 Agreement. It is the obligation of CONTRACTOR to provide notice of the
2 insurance requirements to every subcontractor and to receive proof of
3 insurance prior to allowing any subcontractor to begin work. Such proof of
4 insurance must be maintained by CONTRACTOR through the entirety of this
5 Agreement for inspection by COUNTY representative(s) at any reasonable time.
6 ~~CONTRACTOR shall ensure that all subcontractors performing work on behalf of~~
7 ~~CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the~~
8 ~~same terms and conditions as set forth herein for CONTRACTOR.~~

9 13.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be
10 clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles~~
11 ~~apply, indicate this on the Certificate of Insurance with a "0" zero (0) by~~
12 ~~the appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or~~
13 ~~deductible~~ in an amount in excess of fifty thousand dollars (\$50,000) ~~\$25,000~~
14 ~~(\$5,000 for automobile liability), shall specifically be approved by the~~
15 ~~County Executive Office (CEO)/Office of Risk Management~~ COUNTY's Risk Manager,
16 or designee, upon review of CONTRACTOR's current audited financial report. If
17 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without
18 limitation of, any other indemnity provision(s) in the Agreement, agrees to
19 all of the following:

20 13.3.1 In addition to the duty to indemnify and hold COUNTY
21 harmless against any and all liability, claim, demand or suit resulting from
22 CONTRACTOR's, its agents, employee's or subcontractor's performance of this
23 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
24 counsel approved by Board of Supervisors against same; and

25 13.3.2 CONTRACTOR's duty to defend, as state above, shall be
26 absolute and irrespective of any duty to indemnify or hold harmless; and

27 13.3.3 The provisions of California Civil Code Section 2860
28 shall apply to any and all actions to which the duty to defend state above

1 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
2 CONTRACTOR was an insurer and COUNTY was the insured.

3 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
4 the full term of this Agreement, COUNTY may terminate this Agreement.

5 13.5 Qualified Insurer:

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

15 13.6 If the insurance carrier does not have an A.M. Best Rating of A-
16 /VIII, the CEO/Office of Risk Management retains the right to approve or
17 reject a carrier after a review of the company's performance and financial
18 rating ~~The policy or policies of insurance required herein must be issued by~~
19 ~~an insurer licensed to do business in the State of California (California~~
20 ~~Admitted Carrier). If the insurer is a non-admitted carrier in the State of~~
21 ~~California and does not meet or exceed an A.M. Best rating of A-/VIII,~~
22 ~~CEO/Office of Risk Management retains the right to approve or reject carrier~~
23 ~~after a review of the company's performance and financial ratings. If the~~
24 ~~non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII,~~
25 ~~ADMINISTRATOR can accept the insurance.~~

26 13.7 The policy or policies of insurance maintained by CONTRACTOR shall
27 provide the minimum limits and coverage as set forth below:

28 Coverage Minimum Limits

1	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
2		
3	Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
4	Workers' Compensation	Statutory
5		
6	Employer's Liability Insurance	\$1,000,000 per occurrence
7	Network Security & Privacy Liability	\$1,000,000 per claims made
8		
9	Sexual Misconduct Liability	\$1,000,000 per occurrence

10 13.8 Required Coverage Forms:

11 13.8.1 Commercial General Liability coverage shall be written on
12 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
13 liability coverage at least as broad.

14 13.8.2 Business Auto Liability coverage shall be written on ISO
15 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
16 coverage at least as broad.

17 13.9 Required Endorsements:

18 13.9.1 Commercial General Liability policy shall contain the
19 following endorsements, which shall accompany the Certificate of Insurance:

20 13.9.1.1 An Additional Insured endorsement using ISO
21 form CG 20 26 04 13, ~~2010 or CG 2033~~ or a form at least as broad naming the
22 County of Orange, its elected and appointed officials, officers, agents and
23 employees, as Additional Insureds or provide blanket coverage, which will
24 state AS REQUIRED BY WRITTEN CONTRACT.

25 13.9.1.2 A primary non-contributing endorsement using
26 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
27 CONTRACTOR's insurance is primary and any insurance or self-insurance
28 maintained by the County of Orange shall be excess and non-contributing.

1 13.9.2 The Network Security policy shall contain the following
2 endorsements which shall accompany the Certificate of Insurance.

3 13.9.2.1 An Additional Insured endorsement naming the
4 County of Orange, its elected and appointed officials, officers, agents and
5 employees as Additional Insureds for its vicarious liability.

6 13.9.2.2 A primary and non-contributing endorsement
7 evidencing that the CONTRACTOR's insurance is primary and any insurance or
8 self-insurance maintained by the County of Orange shall be excess and non-
9 contributing.

10 13.10 The Workers' Compensation policy shall contain a waiver of
11 subrogation endorsement waiving all rights of subrogation against the County
12 of Orange, its elected and appointed officials, officers, agents and employees
13 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

14 13.11 All insurance policies required by this Agreement shall waive all
15 rights of subrogation against the County of Orange, its elected and appointed
16 officials, officers, agents and employees when acting within the scope of
17 their appointment or employment.

18 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
19 of any policy cancellation and ten (10) days for non-payment of premium and
20 provide a copy of the cancellation notice to COUNTY. Failure to provide
21 written notice of cancellation may constitute a material breach of the
22 contract, upon which the COUNTY may suspend or terminate this Agreement. This
23 shall be evidenced by policy provisions or an endorsement separate from the
24 Certificate of Insurance.

25 13.13 If CONTRACTOR's Network Security & Privacy Liability policy is a
26 "claims made" policy, CONTRACTOR shall agree to maintain Network Security &
27 Privacy Liability coverage for two (2) years following completion of this
28 Agreement.

1 13.14 The Commercial General Liability policy shall contain a
2 severability of interests clause also known as a "separation of insureds"
3 clause (standard in the ISO CG 0001 policy).

4 13.15 Insurance certificates should be mailed to COUNTY at the address
5 indicated in Paragraph 10 of this Agreement.

6 13.16 If CONTRACTOR fails to provide the insurance certificates and
7 endorsements within seven (7) days of notification by CEO/County Procurement
8 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

9 13.17 COUNTY expressly retains the right to require CONTRACTOR to
10 increase or decrease insurance of any of the above insurance types throughout
11 the term of this Agreement. Any increase or decrease in insurance will be as
12 deemed by County of Orange Risk Manager as appropriate to adequately protect
13 COUNTY.

14 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
15 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
16 certificates of insurance and endorsements with COUNTY incorporating such
17 changes within thirty (30) days of receipt of such notice, this Agreement may
18 be in breach without further notice to CONTRACTOR, and COUNTY shall be
19 entitled to all legal remedies.

20 13.19 The procuring of such required policy or policies of insurance
21 shall not be construed to limit CONTRACTOR's liability hereunder nor to
22 fulfill the indemnification provisions and requirements of this Agreement, nor
23 act in any way to reduce the policy coverage and limits available from the
24 insurer.

25 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

26 CONTRACTOR shall report to COUNTY:

27 14.1 Any accident or incident relating to services performed under this
28 Agreement ~~which that~~ involves injury or property damage which may result in

1 the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such
2 report shall be made in writing within twenty-four (24) hours of occurrence.

3 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
4 from or relating ~~related~~ to services performed by CONTRACTOR under this
5 Agreement. Such report shall be submitted to COUNTY within twenty-four (24)
6 hours of occurrence.

7 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
8 property. Such report shall be submitted to COUNTY within twenty-four (24)
9 hours of occurrence.

10 14.4 Any loss, disappearance, destruction, misuse or theft of any kind
11 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
12 under the term of this Agreement. Such report shall be submitted to COUNTY
13 within twenty-four (24) hours of occurrence.

14 15. CONFLICT OF INTEREST

15 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
16 any actions or conditions that could result in a conflict with the best
17 interests of COUNTY. This obligation shall apply to CONTRACTOR and
18 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and
19 third parties associated with accomplishing the work hereunder.

20 15.2 CONTRACTOR's efforts shall include, but not be limited to,
21 establishing precautions to prevent its employees or agents from making,
22 receiving, providing, or offering gifts, entertainment, payments, loans or
23 other considerations which could be deemed to appear to influence individuals
24 to act contrary to the best interests of COUNTY.

25 16. ANTI-PROSELYTISM PROVISION

26 No funds provided directly to institutions or organizations to provide
27 services and administer programs under Title 42 United States Code (USC)
28 Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or

1 proselytization, except as otherwise permitted by law.

2 17. SUPPLANTING GOVERNMENT FUNDS

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

12 18. BREACH SANCTIONS

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

18 18.1 Afford CONTRACTOR a time period within which to cure the breach,
19 which period shall be established ~~at the sole discretion of~~ by ADMINISTRATOR;
20 and/or

21 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
22 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
23 later recovery; and/or

24 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
25 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

26 18.4 ADMINISTRATOR will give CONTRACTOR written notice of any action
27 pursuant to this Paragraph, which notice shall be deemed served on the date of
28 mailing.

1 19. PAYMENTS2 19.1 Maximum Contractual Obligation:

3 The maximum obligation of COUNTY under this Agreement shall be
4 \$2,481,146 or actual allowable costs, whichever is less. COUNTY will submit a
5 quarterly claim to CDSS for reimbursement from Title IV-E for the federal
6 share of CONTRACTOR's expenses incurred for performance of Title IV-E
7 allowable administrative activities. Upon receipt of the reimbursement,
8 COUNTY will pay CONTRACTOR the amount received.

9 19.2 Match:

10 19.2.1 In providing services pursuant to this Agreement, as a
11 match, CONTRACTOR shall bear no less than sixty-two and one-half (62.5)
12 percent of the cost. This represents the non-federal share of the cost of
13 Title IV-E allowable administrative expenses for the services defined in this
14 Agreement. CONTRACTOR shall certify the expenditure of this share of cost,
15 shall certify that Federal funds were not used to support the expenditure, and
16 shall certify that the funds used were not used as match for any other Federal
17 program. The expenditure match shall be documented on a quarterly invoice and
18 must be expended in order to claim Title IV-E reimbursement for allowable
19 activities.

20 19.2.2 COUNTY will remit to CONTRACTOR any revenue received as
21 federal reimbursement for the allowable costs referenced in Subparagraph 19.1
22 of this Agreement, in a timely manner.

23 19.3 Claims:

24 19.3.1 All claims must be submitted quarterly by CONTRACTOR on a
25 form approved by ADMINISTRATOR. All claims submitted to COUNTY must be
26 supported with source documents including, inter alia, a monthly statement of
27 services, general ledgers, supporting journals, time sheets, invoices,
28 canceled checks, receipts, and receiving records, some of which may be

1 required to be copied and submitted with each monthly invoice. Source
2 documents that CONTRACTOR must submit with each monthly invoice shall be
3 determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
4 shall retain all financial records in accordance with Paragraph 23 (Records,
5 Inspections, and Audits) of this Agreement.

6 19.3.2 Payments should be released by COUNTY within a reasonable
7 time period of approximately sixty (60) days after receipt of a correctly
8 completed claim form and required supporting documentation.

9 19.3.3 Year End and Final Claims:

10 19.3.3.1 Final claims for the term of July 1, ~~2014~~
11 ~~2017~~ through June 30, ~~2015~~ ~~2018~~, must be received no later than August 30,
12 ~~2015~~ ~~2018~~ at 5:00 p.m.

13 19.3.3.2 Final claims for the term of July 1, ~~2015~~
14 ~~2018~~ through June 30, ~~2016~~ ~~2019~~, must be received no later than August 30,
15 ~~2016~~ ~~2019~~ at 5:00 p.m.

16 19.3.3.3 Final claims for the term of July 1, ~~2016~~
17 ~~2019~~, through June 30, ~~2017~~ ~~2020~~, must be received no later than August 30,
18 ~~2017~~ ~~2020~~ at 5:00 p.m.

19 19.3.3.4 Claims received after the dates specified in
20 Subparagraphs 19.3.3.1 to 19.3.3.3 may not be reimbursed. ADMINISTRATOR may,
21 ~~in its sole discretion~~, modify the date upon which the final claim ~~per each~~
22 COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

23 19.3.3.5 The basis for final settlement shall be the
24 actual allowable costs as defined in Title 45 CFR and OMB Circular A-21,
25 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
26 to the maximum obligation of COUNTY. In the event that any overpayment has
27 been made, COUNTY may offset the amount of the overpayment against the final
28 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall

1 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
2 Nothing herein shall be construed as limiting the remedies of COUNTY in the
3 event an overpayment has been made.

4 20. OVERPAYMENTS

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

18 21. FINAL REPORT

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

24 22. INDEPENDENT AUDIT

25 22.1 CONTRACTOR shall employ a licensed certified public accountant who
26 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
27 related expenditures during the term of this Agreement in compliance with the
28 ~~OMB Circular A-133, Audits of States, Local Governments and Non-Profit~~

1 Organizations, 31 USC 7501-7507, as well as its implementing regulations under
 2 2 CFR Part 200, Uniform Administrative, Cost Principals, and Audit Regulations
 3 for Federal Awards. ~~CONTRACTOR shall employ a licensed certified public~~
 4 ~~accountant who shall prepare and file with ADMINISTRATOR, a compliance audit~~
 5 ~~in accordance with the CDSS MPP Section 23-640.2.~~ The audit must be performed
 6 in accordance with generally accepted government auditing standards and OMB
 7 Circular A-21 ~~Title 2 CFR Part 230.~~ CONTRACTOR shall cooperate with COUNTY,
 8 State and/or Federal agencies to ensure that corrective action is taken within
 9 six (6) months after issuance of all audit reports with regard to audit
 10 exceptions.

11 22.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
 12 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
 13 of organization-wide audits for each of the fiscal cycles corresponding with
 14 the term of this Agreement. CONTRACTOR shall provide each audit within
 15 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
 16 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
 17 payment under this or any subsequent Agreement with CONTRACTOR until such time
 18 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
 19 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

20 23. RECORDS, INSPECTIONS AND AUDITS

21 23.1 Financial Records:

22 23.1.1 CONTRACTOR shall prepare and maintain accurate and
 23 complete financial records. Financial records shall be retained, by
 24 CONTRACTOR, for a minimum of five (5) years from the date of final payment
 25 under this Agreement or until all pending COUNTY, State and Federal audits are
 26 completed, whichever is later.

27 23.1.2 CONTRACTOR shall establish and maintain reasonable
 28 accounting, internal control and financial reporting standards in conformity

1 with generally accepted accounting principles established by the American
2 Institute of Certified Public Accountants and to the satisfaction of
3 ADMINISTRATOR.

4 23.2 Participant Records:

5 23.2.1 CONTRACTOR shall prepare and maintain accurate and
6 complete records of clients served and dates and type of services provided
7 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

8 ~~23.2.2 All participant records related to services provided~~
9 ~~under the terms of this Agreement shall be retained by CONTRACTOR~~ CONTRACTOR
10 shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this
11 Agreement for a minimum of five (5) years from the date of final payment under
12 this Agreement or until all pending COUNTY, State and Federal audits are
13 completed, whichever is later. These records shall be stored in Orange
14 County, unless CONTRACTOR requests and COUNTY provides written approval for
15 the right to store the records in another county. Notwithstanding anything to
16 the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish
17 control with respect to ~~client records~~ COUNTY data to COUNTY in accordance
18 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 ~~With the exception of client records or other records referenced~~
26 ~~in Paragraph 27, entitled Confidentiality, To the extent permissible under the~~
27 law, all records, including but not limited to, reports, audits, notices,
28 claims, statements and correspondence, required by this Agreement may be

1 subject to public disclosure. COUNTY will not be liable for any such
2 disclosure.

3 23.4 Inspections and Audits:

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

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

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

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

26 24. PERSONNEL DISCLOSURE

27 24.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
28 all personnel providing services hereunder, including résumés and job

1 applications. Changes to the list will be immediately provided to
2 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
3 application. The list shall include:

4 24.1.1 Names ~~and dates of birth~~ of all full or part-time
5 personnel by title, including volunteer personnel, whose direct services are
6 required to provide the programs described herein;

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

10 24.1.3 The professional degree, if applicable, and experience
11 required for each position; and

12 24.1.4 The language skill, if applicable, for all personnel.

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

20 24.3 ~~Where authorized by law, CONTRACTOR shall conduct, at no cost to~~
21 ~~COUNTY, a clearance on the following public websites the names and dates of~~
22 ~~birth for all employees and/or volunteers who will have direct, interactive~~
23 ~~contact with clients served through this Agreement: U.S. Department of Justice~~
24 ~~National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender~~
25 ~~Registry (www.meganslaw.ca.gov.) ~~Where authorized by law, CONTRACTOR shall~~~~
26 ~~conduct, at no cost to COUNTY, criminal record background checks on all~~
27 ~~employees and/or volunteers who will provide services under this Agreement.~~
28 ~~Candidates will satisfy background checks consistent with and comparable to~~

1 those required for COUNTY employees.

2 24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
3 COUNTY, a criminal record background check on all employees (direct service
4 and administrative) funded through this Agreement and also all non-funded
5 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
6 interactive contact with clients served through this Agreement. Background
7 checks conducted through the California Department of Justice shall include a
8 check of the California Central Child Abuse Index, when
9 applicable. Candidates will satisfy background checks consistent with this
10 paragraph and their performance of services under this Agreement.

11 24.5 In the event a record is revealed through the processes described
12 in Subparagraphs 24.3 and 24.4, COUNTY will be available to consult with
13 CONTRACTOR on appropriateness of personnel providing services through this
14 Agreement.

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

26 24.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
27 arrest and/or subsequent conviction, for offenses other than minor traffic
28 offenses, of any paid employee and/or volunteer staff performing services

1 under this Agreement, when such information becomes known to CONTRACTOR.
2 ADMINISTRATOR, ~~in its sole discretion,~~ may determine whether such employee
3 and/or volunteer may continue to provide services under this Agreement and
4 shall provide notice of such determination to CONTRACTOR in writing.
5 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
6 material breach of this Agreement, pursuant to Paragraph 18 above.

7 24.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
8 staff performing work hereunder and any proposed changes in CONTRACTOR's
9 staff.

10 24.9 COUNTY shall have the right, ~~at its sole discretion,~~ to require
11 CONTRACTOR to remove any employee from the performance of services under this
12 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
13 said personnel.

14 24.10 CONTRACTOR shall notify COUNTY immediately when staff is
15 terminated for cause from working on this Agreement.

16 24.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
17 Paragraph 24, shall not relieve CONTRACTOR of its obligation to complete all
18 work in accordance with the terms and conditions of this Agreement.

19 25. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

20 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
21 ensure that all employees, volunteers, consultants or agents performing
22 services under this Agreement report child abuse or neglect to one of the
23 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
24 abuse as defined in Section 15610.07 of the WIC to one of the agencies
25 specified in WIC Section 15630. CONTRACTOR shall require such employee,
26 volunteer, consultant or agent to sign a statement acknowledging the child
27 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
28 Penal Code and the dependent adult and elder abuse reporting requirements as

1 set forth in Section 15630 of the WIC and will comply with the provisions of
2 these code sections as they now exist or as they may hereafter be amended.

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

4 CONTRACTOR shall notify and provide to its employees, a fact sheet
5 regarding the Safely Surrendered Baby Law, its implementation in Orange County
6 and where and how to safely surrender a baby. The fact sheet is available on
7 the Internet at www.babysafe.ca.gov for printing purposes. The information
8 shall be posted in all reception areas where clients are served.

9 27. CONFIDENTIALITY

10 27.1 CONTRACTOR agrees to maintain the confidentiality of its records
11 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
12 and all other provisions of law, and regulations promulgated thereunder
13 relating to privacy and confidentiality, as each may now exist or be hereafter
14 amended.

15 27.2 All records and information concerning any and all persons
16 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
17 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,
18 agents, and subcontractors, ~~CONTRACTOR's staff, agents, employees and~~
19 ~~volunteers~~. CONTRACTOR shall require all of its employees, volunteers,
20 agents, subcontractors and partners ~~volunteer staff~~ who may provide services
21 for CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR
22 before commencing the provision of any such services, to maintain the
23 confidentiality of any and all materials and information with which they may
24 come into contact, or the identities or any identifying characteristics or
25 information with respect to any and all participants referred to CONTRACTOR by
26 COUNTY, except as may be required to provide services under this Agreement or
27 to those specified in this Agreement as having the capacity to audit
28 CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall

1 comply with any audits specified in Paragraph 23, provide reports and any
2 other information required by COUNTY in the administration of this Agreement,
3 and as otherwise permitted by law.

4 27.3 CONTRACTOR shall inform all of its employees, volunteers, agents,
5 subcontractors, ~~volunteers~~ and partners of this provision and that any person
6 ~~knowingly and intentionally~~ violating the provisions of said California state
7 law may be guilty of a crime.

8 27.4 CONTRACTOR agrees that any and all subcontracts entered into shall
9 be subject to the confidentiality requirements of this Agreement.

10 27.5 CONTRACTOR agrees to maintain the confidentiality of its records
11 with respect to Juvenile Court matters, in accordance with WIC Section 827,
12 all applicable statutes, case law, and Orange County Juvenile Court Policy
13 regarding Confidentiality, as it now exists or may hereafter be amended.

14 27.5.1 No access, disclosure or release of information regarding
15 a child who is the subject of Juvenile Court proceedings shall be permitted
16 except as authorized. If authorization is in doubt, no such information shall
17 be released without the written approval of a Judge of the Juvenile Court.

18 27.5.2 CONTRACTOR must receive prior written approval of the
19 Juvenile Court before allowing any child to be interviewed, photographed or
20 recorded by any publication or organization or to appear on any radio,
21 television or internet broadcast or make any other public appearance. Such
22 approval shall be requested through child's Social Worker.

23 28. SECURITY

24 28.1 CONTRACTOR shall immediately notify COUNTY of any and all
25 unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is
26 aware or has knowledge. After such notification, CONTRACTOR shall, at its own
27 expense:

28 28.1.1 Investigate to determine the nature and extent of the

1 [REDACTED] unauthorized disclosure.

2 [REDACTED] 28.1.2 Contain the incident by, among things, attempting to
3 recover records, revoking access and/or correcting weaknesses in security.
4 CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred
5 by COUNTY arising out of or in connection with the unauthorized disclosure as
6 legally required.

7 [REDACTED] 28.2 For services provided under this Agreement, CONTRACTOR shall
8 ensure that all confidential information must be held in the strictest
9 confidence, can only be accessed by those with a need to know and is protected
10 to prevent unauthorized or inadvertent access. Confidential electronic
11 information must be stored in an encrypted format. Confidential information
12 stored in a paper format must be transported, handled, secured and destroyed
13 in a manner that to prevent unauthorized access.

14 29. COPYRIGHT ACCESS

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

19 30. WAIVER

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

28 31. PUBLICITY

1 31.1 Information and solicitations, prepared and released by
2 CONTRACTOR, concerning the services provided under this Agreement shall state
3 that the program, wholly or in part, is funded through COUNTY, State and
4 Federal government funds.

5 31.2 CONTRACTOR shall not disclose any details in connection with this
6 Agreement to any person or entity except as may be otherwise provided
7 hereunder or required by law. However, in recognizing CONTRACTOR's need to
8 identify its services and related clients to sustain itself, COUNTY shall not
9 inhibit CONTRACTOR from publishing its role under this Agreement within the
10 following conditions:

11 31.2.1 CONTRACTOR shall develop all publicity material in a
12 professional manner; and

13 31.2.2 During the term of this Agreement, CONTRACTOR shall not,
14 and shall not authorize another to, publish or disseminate any commercial
15 advertisements, press releases, feature articles, or other materials using the
16 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
17 unreasonably withhold written consent.

18 31.3 COUNTY owns all rights to the name, logos and symbols of COUNTY.
19 The use and/or reproduction of COUNTY's name and/or logo for any purpose,
20 including commercial advertisement, promotional purposes, announcements,
21 displays or press releases, without COUNTY's prior written consent is
22 expressly prohibited.

23 32. COUNTY RESPONSIBILITIES

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

28 ///

1 33. REPORTS

2 33.1 CONTRACTOR shall provide information deemed necessary by
3 ADMINISTRATOR to complete any State-required reports related to the services
4 provided under this Agreement.

5 33.2 CONTRACTOR shall maintain records and submit reports containing
6 such data and information regarding the performance of CONTRACTOR's services,
7 costs or other data relating to this Agreement, as may be requested by
8 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
9 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

10 34. ENERGY EFFICIENCY STANDARDS

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

14 35. ENVIRONMENTAL PROTECTION STANDARDS

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

24 35.1 No facility to be utilized in the performance of the proposed
25 grant has been listed on the EPA List of Violating Facilities;

26 35.2 It will notify COUNTY prior to award of the receipt of any
27 communication from the Director, Office of Federal Activities, U.S. EPA,
28 indicating that a facility to be utilized for the grant is under consideration

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

2 35.3 It will notify COUNTY and EPA about any known violation of the
3 above laws and regulations.

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

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

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

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

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

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

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

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

19 37. POLITICAL ACTIVITY

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

23 38. TERMINATION PROVISIONS

24 38.1 ADMINISTRATOR may terminate this Agreement without penalty
 25 immediately with cause or after thirty (30) days written notice without cause,
 26 unless otherwise specified. Notice shall be deemed served on the date of
 27 mailing. Cause shall include but not be limited to ~~be defined as~~ any breach
 28 of contract, any partial misrepresentation whether negligent or willful, or

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

8 38.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days
9 prior to the expiration date of this Agreement, or upon notice of termination
10 of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with
11 ADMINISTRATOR in the orderly transfer of service responsibilities, active case
12 records, and pertinent documents. The Transition Period may be modified as
13 agreed upon in writing by the Parties. During the Transition Period, service
14 and data access shall continue to be made available to COUNTY without
15 alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
16 transitioning all data in the format determined by COUNTY.

17 38.3 In the event of termination of this Agreement, cessation of
18 business by CONTRACTOR or any other event preventing CONTRACTOR from
19 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
20 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
21 requested to do so on such media as reasonably requested by COUNTY, even if
22 COUNTY is then or is alleged to be in breach of this Agreement.

23 38.4 The obligations of COUNTY under this Agreement are contingent upon
24 the availability of Federal and/or State funds, as applicable, for the
25 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
26 for the services hereunder in the budget approved by the Orange County Board
27 of Supervisors each fiscal year this Agreement remains in effect or operation.
28 In the event that such funding is terminated or reduced, ADMINISTRATOR may

1 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
2 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
3 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
4 notification of such determination. CONTRACTOR shall immediately comply with
5 ADMINISTRATOR's decision.

6 38.5 If any term, covenant, condition, or provision of this Agreement
7 or the application thereof is held invalid, void, or enforceable, the
8 remainder of the provisions in this Agreement shall remain in full force and
9 effect and shall in no way be affected, impaired, or invalidated thereby.

10 39. GOVERNING LAW AND VENUE

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

20 40. SIGNATURE IN COUNTERPARTS

21 40.1 The parties agree that separate copies of this Agreement may be
22 signed by each of the parties, and this Agreement will have the same force and
23 effect as if the original had been signed by all the parties.

24 40.2 CONTRACTOR represents and warrants that the person executing this
25 Agreement on behalf of and for CONTRACTOR is an authorized agent who has
26 actual authority to bind CONTRACTOR to each and every term, condition and
27 obligation of this Agreement and that all requirements of CONTRACTOR have been
28 fulfilled to provide such actual authority.

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

By: _____

By: _____

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

CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

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

ROBIN STIELER ~~SUSAN NOVAK~~
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

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

1. POPULATION TO BE SERVED

Foster youth of the County of Orange 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

~~Foster youth are likely to suffer interruptions and gaps in education due to abuse, neglect, and/or violence in the family of origin; frequent changes of placement; emotional and/or behavioral problems; and systemic roadblocks to the timely sharing of educational records.~~ 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

1 contracted services on holidays, whenever possible.

2 3.2 CONTRACTOR shall maintain a holiday schedule consistent with
 3 COUNTY's holiday schedule: New Year's Day, Martin Luther King Day, President
 4 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor
 5 Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving,
 6 and Christmas Day. CONTRACTOR'S holiday schedule differs from COUNTY'S
 7 holidays schedule wherein CONTRACTOR typically observes President Lincoln's
 8 Birthday on the Monday in the week of President Lincoln's Birthday, does not
 9 observe Columbus Day, and observes Christmas Eve Day and New Year's Eve Day.
 10 ADMINISTRATOR acknowledges CONTRACTOR will not provide service on Christmas
 11 Eve Day or New Year's Eve Day. CONTRACTOR acknowledges its staff co-located
 12 at ADMINISTRATOR's facility shall not be in the ADMINISTRATOR'S facility on
 13 any date in which the ADMINISTRATOR is observing a holiday established by the
 14 Orange County Board of Supervisors. In the event COUNTY observes a holiday on
 15 a date not also observed by CONTRACTOR (i.e. President Lincoln's Birthday
 16 which COUNTY observes on February 12 or Columbus Day), CONTRACTOR's staff will
 17 use their accrued vacation/personal time or work off-site in a different
 18 location when the ADMINISTRATOR's facility is closed. CONTRACTOR shall obtain
 19 prior written approval from ADMINISTRATOR for any ~~additional~~ holiday closure,
 20 outside of COUNTY's ~~or CONTRACTOR's~~ holiday schedule. Any unauthorized
 21 closure shall be deemed a material breach of this Agreement, pursuant to
 22 Paragraph 18, and shall not be reimbursed.

23 ~~3.3 CONTRACTOR shall maintain regularly scheduled business days and~~
 24 ~~hours as stated in this Agreement throughout the year and maintain the~~
 25 ~~capability to provide services during the business days and hours and as~~
 26 ~~determined by ADMINISTRATOR to meet needs of service population.~~

27 4. SERVICES

28 4.1 CONTRACTOR shall be responsible for:

1 4.1.1 Providing Educational Support for Foster Youth Title IV-E
 2 ~~foster care administrative support to Title IV-E foster care~~ administrative
 3 activities.:

4 4.1.2 Serving as a liaison between school districts, Social
 5 Services Agency (SSA) and collaborative partners such as the Orange County
 6 Probation Department, Orange County Health Care Agency, the Orange County
 7 Juvenile Court, Regional Center of Orange County, CASA, caregivers, and foster
 8 youth.

9 4.1.3 Supporting foster youth at educational meetings to ensure
 10 their voice is heard.

11 4.1.4 ~~Coordinating the gathering of educational records from~~
 12 ~~local school districts and provide the records to SSA prior to~~ Coordinate the
 13 Foster Youth District Liaison's participation in collaborative meetings, such
 14 as, but not limited to, Team Decision Making meetings where the child is
 15 attending school and being available for further follow up as needed..

16 4.1.5 Providing community resources and referrals to foster
 17 youth, caregivers, and collaborative partners serving foster youth.

18 4.1.6 Work with local school staff to ensure educational
 19 services are delivered to foster youth within the California Education Code
 20 timelines.

21 4.2 CONTRACTOR shall monitor the progress of foster youth through
 22 elementary and high school, starting at age five (5) through age nineteen
 23 (19), to ensure youth are in compliance with all requirements to graduate on
 24 time; shall keep ADMINISTRATOR informed of youth's educational status; ~~and~~
 25 ~~shall make recommendations~~ to support the youth in graduating from high school
 26 and preparing for their post-secondary and/or vocational goals.

27 4.3 CONTRACTOR shall employ Educational Liaisons, as described in
 28 Subparagraph 10.3 of this Exhibit A, to monitor the progress of foster youth

1 in developing and achieving educational and/or vocational objectives. Each
2 Educational Liaison shall:

3 4.3.1 Manage a caseload of approximately ~~two~~ three to four
4 hundred (~~250~~ 300 - 400) foster youth identified and referred by ADMINISTRATOR.

5 Case management shall consist of:

6 4.3.1.1 ~~Obtaining and reviewing foster youth school~~
7 ~~records throughout the service period of this Agreement Partner with the~~
8 Foster Youth District Liaison to share an educational summary with the case
9 carrying social worker of the child's educational progress at the status
10 review hearing dates.

11 4.3.1.2 Assessing educational progress of foster
12 youth towards meeting graduation requirements.

13 4.3.1.3 Providing information to ADMINISTRATOR,
14 caregivers, and foster youth on educational and vocational career paths
15 available to the foster youth.

16 4.3.1.4 Evaluating and monitoring progress, and
17 making educational recommendations to ADMINISTRATOR in order for foster youth
18 to meet the graduation requirements of his/her current school district.

19 4.3.1.5 ~~Partnering with local schools to ensure~~
20 ~~Facilitating~~ timely school enrollment of foster youth.

21 4.4 CONTRACTOR shall provide ~~on an annual basis~~, one (1) training
22 presentation to caregivers; four (4) training presentations to Foster Youth
23 Liaisons and school district personnel; ~~two~~ one (1) education-related events
24 for foster youths; and ten (10) training presentations to SSA and Probation
25 Department staff, to include program and unit level presentations.

26 4.5 CONTRACTOR shall collaborate with other stakeholders to increase
27 school readiness for foster youth, ages three (3) to five (5) years old,
28 including:

1 4.5.1 Assisting with enrollment into preschools.

2 4.5.2 Working with school staff to assist coordination of
3 special education services when needed for the youth.

4 4.6 Should additional federal funding in excess of the amount
5 specified in Subparagraph 19.1 of the Agreement be approved, CONTRACTOR shall
6 also provide education for community stakeholders, community-based
7 organizations, schools, and caregivers, to help foster youth deal with trauma,
8 with the goal of increasing their ability to focus on learning.

9 5. FACILITIES

10 5.1 Administrative services under this Agreement shall be provided at:

11 County of Orange Social Services Agency

12 800 N. Eckhoff Street

13 Orange, CA 92868

14 5.2 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
15 facility(ies) and location(s) where services shall be provided without
16 changing COUNTY's maximum obligation.

17 6. CO-LOCATION OF CONTRACTOR STAFF

18 6.1 It is mutually understood that CONTRACTOR's staff shall be co-
19 located with SSA staff at ADMINISTRATOR's facility as stated in Paragraph 8 of
20 this Agreement to provide services to monitor the academic progress of foster
21 youth.

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

24 6.2 Provide Department of Justice (DOJ) fingerprinting and criminal
25 background checks for all CONTRACTOR co-located staff prior to locating at
26 ADMINISTRATOR's facility.

27 6.2.1 Maintain detailed personnel files on all CONTRACTOR co-
28 located staff in accordance with Paragraph 24 of this Agreement.

1 6.2.2 Provide direct supervision of all CONTRACTOR co-located
2 staff.

3 6.2.3 Designate a CONTRACTOR contact to address ADMINISTRATOR
4 inquiries and/or concerns regarding co-located staff.

5 7. REPORTS

6 7.1 CONTRACTOR shall provide information deemed necessary by
7 ADMINISTRATOR to complete any State and Federal required reports related to
8 the services provided under this Agreement.

9 7.2 CONTRACTOR shall establish procedures and submit reports, as
10 approved by ADMINISTRATOR, to document foster youth's status and development,
11 to make recommendations for changes in youth's educational and/or vocational
12 path, and to provide academic information that can be used to measure youth's
13 progress and program outcomes as well as summarize educational progress to be
14 used to update the Health and Education Passport. CONTRACTOR shall submit to
15 ADMINISTRATOR foster youth data, in formats approved by ADMINISTRATOR, which
16 shall include, but not be limited to, the following:

17 7.2.1 Educational Progress/Summary Report:

18 CONTRACTOR shall provide ADMINISTRATOR an Educational
19 Progress/Summary Report for each youth described in Subparagraph 4.2 of this
20 Exhibit A, outlining the foster youth's current educational and/or vocational
21 status. CONTRACTOR will ~~make efforts to~~ provide Educational Progress/Summary
22 Reports to the foster youth's assigned social worker in advance of status
23 review hearings with the Juvenile Court. CONTRACTOR shall complete a minimum
24 of ~~nine hundred~~ one thousand (1,090) Educational Progress/Summary Reports.
25 Report shall include accurate and up-to-date educational information and
26 ~~recommendations for any special steps that may need to be taken in order for~~
27 ~~the foster youth to obtain educational and/or vocational goals~~
28 ~~support/interventions provided by school districts to address academic~~

1 concerns. Recommendations may include, but are not limited to, tutoring,
 2 testing, and summer school. Educational Progress/Summary Reports are shared
 3 with the SSA, Orange County Foster Youth District Liaisons, CASA (if
 4 applicable) and caregivers who are encouraged to review with the youth.

5 7.2.2 Year-End Graduation Report:

6 CONTRACTOR shall provide ADMINISTRATOR with a Year-End
 7 Graduation Report for foster youth eligible for graduation. Report shall
 8 include the number of youth eligible to graduate, the number of those that
 9 successfully graduated, the number of youth that did not meet graduation
 10 requirements, and reasons for non-completion.

11 7.2.3 Academic Outcomes:

12 Contractor shall provide ADMINISTRATOR with an annual
 13 summary of the academic outcomes of foster youth residing in Orange County
 14 from the California Department of Education DataQuest website once the reports
 15 are available from the CDE's California Department of Education's Website.
 16 This data will be calculated from the prior year's outcomes. The reports
 17 shall include, but are not limited to: California Assessment of Student
 18 Performance and Progress English Language Arts and Mathematics; School
 19 Mobility; Suspension and Expulsion; and Chronic Absenteeism.

20 8. LETTERS

21 8.1 CONTRACTOR shall establish procedures and submit letters, as
 22 approved by ADMINISTRATOR, to meet the reporting requirements of Title IV-E
 23 funding. Letters submitted by CONTRACTOR to ADMINISTRATOR shall be in a
 24 format approved by ADMINISTRATOR, including, but not be limited to, the
 25 following:

26 8.1.1 Certification Letter:

27 CONTRACTOR shall provide ADMINISTRATOR, on a quarterly
 28 basis, a certification letter which reports the total actual costs incurred

under this Agreement as a certified public expenditure. CONTRACTOR shall be required to certify that the non-Federal funds used to support these expenditures are public funds that are not being used as a match for any other Federal program. ADMINISTRATOR will certify these public expenditures to CDSS. CDSS, in turn, will include these public expenditures in its claim for reimbursement from the U. S. Department of Health and Human Services.

8.1.2 Full-Time Equivalent Letter:

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

9. BUDGET

9.1 The budget for services provided July 1, 2014 2017 through June 30, 2015 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

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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	1,223
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

9.2 The budget for services provided July 1, 2015 2018 through June 30, 2016 2019, pursuant to Exhibit A of this Agreement is set forth as follows:

<u>LINE ITEM:</u>	<u>FTE⁽¹⁾</u>	<u>Amount</u>
Salaries		
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
Benefits		
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	1,345
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)	\$(1,384,224)
TOTAL LINE ITEM BUDGET FOR YEAR 2	\$830,534

9.3 The budget for services provided July 1, 2016 2019 through June 30, 2017 2020, pursuant to Exhibit A of this Agreement is set forth as follows:

LINE ITEM:

Salaries	FTE ⁽¹⁾	Amount
Foster Youth Services Program Coordinator	1.00	\$128,203
Senior Educational Liaison	1.00	126,126
Educational Liaison	7.00	735,071
Program Specialist	1.50	203,729
Administrative Assistant III	2.00	135,115
Senior Administrative Supervisor	1.00	93,601
Short-Term Educational Liaison/ Assistant Manager	.50	15,000
Subtotal Salaries		\$1,436,845
<u>Benefits</u>		
Public Employees Retirement System		200,797
State Teachers Retirement System		69,325
PARS (Public Agency Retirement System)		5,536
Medicare Contribution		26,647
Medical Insurance		341,869
Dental Insurance		29,073
Vision Insurance		4,841

1	state Unemployment Insurance	920
2	Workers' Compensation Insurance	31,240
3	LTD Insurance	190
4	Life Insurance	1,480
5	Subtotal Benefits	\$711,918
6	TOTAL SALARIES & BENEFITS	\$2,148,763
7	Indirect Costs (9.32% of Total Salaries and Benefits)	\$200,265
8	TOTAL LINE ITEM BUDGET	2,349,028
9	Minus Match (62.50% of Total Line Item Budget)	\$(1,468,143)
10	TOTAL LINE ITEM BUDGET FOR YEAR 3	\$880,885
11	MAXIMUM OBLIGATION FOR FISCAL YEARS 2017-2020	\$2,529,953

LINE ITEM:

Personnel Costs

<u>Salaries</u>	<u>FTE⁽¹⁾</u>	<u>Amount</u>
Foster Youth Services Program Manager	1.00	\$115,416
Senior Educational Liaison	2.00	180,000
Educational Liaison	8.00	631,203
Program Specialist	1.20	137,231
Program Support Assistant	3.00	158,345
Senior Administrative Assistant	1.00	71,013
Foster Youth Services Supervisor	1.00	75,000
Short-Term Educational Liaison	2.00	75,000
Assistant/Youth Advocate/Case Manager		

Subtotal Salaries \$1,443,208

Benefits

Public Employees Retirement System	95,367
State Teachers Retirement System	40,866
PARS (Public Agency Retirement System)	3,750
Medicare Contribution	20,718
Medical Insurance	265,260
Dental Insurance	28,301
Vision Insurance	4,157
State Unemployment Insurance	715
Workers' Compensation Insurance	28,577
LTD Insurance	925

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Life Insurance	1,580
Subtotal Benefits	\$490,216
TOTAL SALARIES & BENEFITS	\$1,933,424
Indirect Costs (9.28% of Total Salaries and Benefits)	\$179,422
TOTAL LINE ITEM BUDGET	\$2,112,846
Minus Match (62.50% of Total Line Item Budget)	<u>\$(1,320,529)</u>
TOTAL LINE ITEM BUDGET FOR YEAR 1	\$792,317

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LINE ITEM:

Personnel Costs

<u>Salaries</u>	<u>FTE⁽¹⁾</u>	<u>Amount</u>
Foster Youth Services Program Manager	1.00	\$117,724
Senior Educational Liaison	2.00	192,600
Educational Liaison	8.00	675,387
Program Specialist	1.20	139,975
Program Support Assistant	3.00	174,180
Senior Administrative Assistant	1.00	72,433
Foster Youth Services Supervisor	1.00	78,750
Short-Term Educational Liaison Assistant/Youth Advocate/Case Manager	1.50	50,000
Subtotal Salaries		\$1,501,049
<u>Benefits</u>		
Public Employees Retirement System		\$100,135
State Teachers Retirement System		42,909
PARS (Public Agency Retirement System)		3,938
Medicare Contribution		21,854
Medical Insurance		278,523
Dental Insurance		29,716
Vision Insurance		4,365
State Unemployment Insurance		751
Workers' Compensation Insurance		30,006
LTD Insurance		972
Life Insurance		1,659
Subtotal Benefits		\$514,828
TOTAL SALARIES & BENEFITS		\$2,015,877
Indirect Costs (9.28% of Total Salaries and Benefits)		\$187,073

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TOTAL LINE ITEM BUDGET		\$2,202,950
Minus Match (62.50% of Total Line Item Budget)		<u>\$(1,376,844)</u>
TOTAL LINE ITEM BUDGET FOR YEAR 2		\$826,106
LINE ITEM:		
Personnel Costs		
Salaries	FTE ⁽⁴⁾	Amount
Foster Youth Services Program Manager	1.00	\$120,079
Senior Educational Liaison	2.00	206,082
Educational Liaison	8.00	722,664
Program Specialist	1.20	142,775
Program Support Assistant	3.00	191,597
Senior Administrative Assistant	1.00	73,882
Foster Youth Services Supervisor	1.00	82,688
Short Term Educational Liaison Assistant/Youth Advocate/Case Manager	1.00	25,000
		<u>\$1,564,767</u>
Benefits		
Public Employees Retirement System		\$105,142
State Teachers Retirement System		45,055
PARS (Public Agency Retirement System)		4,134
Medicare Contribution		22,842
Medical Insurance		292,449
Dental Insurance		31,202
Vision Insurance		4,583
State Unemployment Insurance		788
Workers' Compensation Insurance		31,506
LTD Insurance		1,020
Life Insurance		1,742
Subtotal Benefits		<u>\$540,463</u>
TOTAL SALARIES & BENEFITS		<u>\$2,105,230</u>
Indirect Costs (9.28% of Total Salaries and Benefits)		\$195,365
TOTAL LINE ITEM BUDGET		<u>\$2,300,595</u>
Minus Match (62.50% of Total Line Item Budget)		<u>(1,437,872)</u>
TOTAL LINE ITEM BUDGET FOR YEAR 3		\$862,723
MAXIMUM OBLIGATION FOR FISCAL YEARS 2014-2017		<u>\$2,481,146</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 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

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

10. STAFF

CONTRACTOR shall provide the following described staff positions:

10.1 Foster Youth Services ~~Coordinating Program~~ ~~Program Manager~~
Coordinator

Duties:

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

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

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

~~10.1.4 Ensuring and providing leadership for program staff that~~

1 ~~participate in WrapAround Writ meetings, including co-facilitating Orange~~
 2 ~~County Family to Family Foster Youth Outcomes with Children and Family~~
 3 ~~Services (CFS) leadership.~~

4 10.1.5 Hire, train and monitor the work performance of Foster
 5 Youth Services ~~Coordinating Program~~ staff.

6 Qualifications:

7 10.1.6 Four (4) years of educational program experience,
 8 including two (2) years in an administrative, supervisory, or managerial role.

9 10.1.7 Master's degree, or equivalent as determined by the
 10 Superintendent of Schools, from an accredited college or university with major
 11 work in teaching, administration, pupil personnel services, or related fields.

12 10.1.8 Possess a valid California Pupil Personnel Services
 13 Credential or a Teaching Credential. An administrative credential is
 14 desirable but not required.

15 10.2 Senior Educational Liaison

16 Duties:

17 10.2.1 Provide supervision to staff providing educational case
 18 management services to foster youth.

19 10.2.2 Coordinate educational services and provide support for
 20 foster youth at educational meetings to ensure their needs are represented
 21 ~~Participate in the Wraparound WRIT meetings.~~

22 10.2.3 Coordinate with adjoining counties to develop a system to
 23 get educational updates on Orange County foster youth placed in out-of-home
 24 care in their counties.

25 10.2.4 Represent Foster Youth Services at many of the multi-
 26 agency collaborative meetings to ensure educational issues are being
 27 addressed, including co-facilitating Orange County Family-to-Family Foster
 28 Youth Outcomes with Children and Family Services (CFS) leadership.

1 10.2.5 Hire, train and monitor the work performance of Foster
2 Youth Services staff.

3 Qualifications:

4 10.2.6 Three (3) years of experience working with foster and/or
5 at-risk youth on educational planning and/or case management.

6 10.2.7 Bachelor's degree, or equivalent as determined by the
7 Superintendent of Schools, from an accredited college or university with major
8 work in human services, social work, psychology, counseling, or related field.

9 10.3 Educational Liaison

10 Duties:

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

13 10.3.1 Be responsible for the reporting responsibilities
14 described in Paragraph 7 of this Exhibit A.

15 10.3.2 Collaborate with Foster Youth Services **Coordinating**
16 Program staff and public and/or private agencies to develop vocational and
17 educational plans for youth.

18 10.3.3 Participate in Foster Youth Services **Coordinating** Program
19 planning meetings.

20 10.3.4 Participate on collaborative committees and projects as
21 needed to represent the educational issues foster youth face and work to
22 continue to improve those systems.

23 Qualifications:

24 10.3.5 Two (2) years of experience working with foster youth
25 and/or at-risk youth on educational planning and/or case management.

26 10.3.6 Bachelor's degree, or equivalent as determined by the
27 Superintendent of Schools, from an accredited college or university with major
28 work in human services, social work, psychology, counseling or related field.

10.4 Program Specialist

Duties:

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

10.4.2 Provide liaison services to select foster youth.

10.4.3 Provide consultation and leadership to the Educational Liaisons.

Qualifications:

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

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

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

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

10.5 Short-Term Educational Liaison Assistant/Case Manager Youth Advocate/

Duties:

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

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

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

10.5.4 Provide additional support to update school records and

1 document school history in Foster Focus and/or OCIFYED database.

2 10.5.5 Provide educational support services for foster youth.

3 10.5.6 Participate in collaborative meetings and facilitate
4 trainings providing a youth voice regarding educational issues.

5 10.5.7 Aforementioned duties and other duties, as assigned will
6 be determined and supervised as needed.

7 Qualifications:

8 10.5.8 One (1) year of experience working with at-risk youth.

9 10.5.9 Possess good telephone and interview skills.

10 10.5.10 Demonstrate good organizational skills.

11 10.6 Senior Administrative Assistant III

12 Duties:

13 10.6.1 Provide administrative support for the Foster Youth
14 Services Coordinating staff.

15 10.6.2 ~~Ensure that all educational transcripts, Individual~~
16 ~~Education Plans, and immunization records are scanned~~ Provide support to
17 ensure educational documents and services are logged into the Foster Focus
18 and/or OCIFYED Database.

19 10.6.3 Provide support for trainings, special projects and
20 events ~~Send all foster youth progress reports, via secure socket transmission,~~
21 ~~to SSA.~~

22 Qualifications:

23 10.6.4 Two (2) years of secretarial experience.

24 10.6.5 Experience with word processing and database management.

25 10.7 Foster Youth Services Senior Administrative Supervisor

26 Duties:

27 10.7.1 Supervise Program Support Assistants and Short-Term
28 Educational Liaison 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 course work in education, counseling, human services or mathematics.

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

10.8.1 All Confidentiality statements; and

10.8.2 Child and dependent adult/elder abuse reporting requirement.

10.9 Program Support Assistant

Duties:

~~10.9.1 Provide administrative support for the Foster Youth Services Coordinating Program staff.~~

~~10.9.2 Provide support gathering and logging educational records.~~

~~10.9.3 Provide support for trainings, special projects and events.~~

~~10.9.4 Provide additional support for foster youth to assist~~

1 ~~them with accessing educational resources.~~

2 ~~10.9.5 May attend and represent the foster youth voice at~~
3 ~~collaborative multi agency meetings across the County.~~

4 Qualifications:

5 ~~10.9.6 Three (3) years of increasingly responsible office~~
6 ~~administration experience, at least one of which provided familiarity with~~
7 ~~foster and/or at-risk youth.~~

8 ~~10.9.7 Associate's degree in a human service, education, or~~
9 ~~related field.~~

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