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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

ORANGE COUNTY CHILD ABUSE PREVENTION CENTER  
FOR THE PROVISION OF CHILD ABUSE INTERVENTION  
AND TREATMENT SERVICES

This AGREEMENT, entered into this 1st day of July 2017, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, a California non-profit corporation, qualified to transact interstate business in the State of California, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of basic needs and placement preparation services for child abuse intervention and treatment services; 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 16501, and 18961:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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Exhibit A

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1. TERM

The term of this Agreement shall commence on July 1, 2017, and terminate on June 30, 2018, unless earlier terminated pursuant to the provisions of Paragraph 44 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

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

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

1 4. DESCRIPTION OF SERVICES, STAFFING

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

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

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

16 5. LICENSES AND STANDARDS

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

25 5.2 In the performance of this Agreement, CONTRACTOR shall comply,  
26 with all applicable provisions of the California Welfare and Institutions Code  
27 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing  
28 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost

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

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

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

15 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

16 6.1 Delegation and Assignment:

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

26 6.2 Subcontracts:

27 CONTRACTOR shall not subcontract for services under this Agreement  
28 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents

1 in writing to a subcontract, in no event shall the subcontract alter, in any  
2 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
3 be in writing and copies of same shall be provided to ADMINISTRATOR.  
4 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
5 require.

6 6.2.1 Subcontracts of \$25,000 or less:

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

15 6.2.2 Subcontracts in excess of \$25,000:

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

27 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed  
28 procurement system, CONTRACTOR shall comply with such procurement system in

1 obtaining subcontracts with a total cost in excess of twenty-five thousand  
2 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR  
3 shall obtain ADMINISTRATOR's written consent prior to entering into a  
4 subcontract with any organization when the total cumulative cost of services  
5 to be provided by that organization is anticipated to exceed twenty-five  
6 thousand dollars (\$25,000) during the term of this Agreement.

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

13 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

14 7.1 Form of Business Organization:

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

19 7.1.1 The form of CONTRACTOR's business organization, i.e.,  
20 proprietorship, partnership, corporation, etc.

21 7.1.2 A detailed statement indicating the relationship of  
22 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
23 individual.

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

28 ///

1           7.2    Change in Form of Business Organization:

2           If during the term of this Agreement the form of CONTRACTOR's  
3 business organization changes, or the ownership of CONTRACTOR changes, or  
4 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under  
5 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in  
6 writing, detailing such changes. A change in the form of business  
7 organization may, at COUNTY's sole discretion, be treated as an attempted  
8 assignment of rights or delegation of duties of this Agreement:

9           7.3    Real Property Disclosure:

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

15                   7.3.1    The location by street address and city of any such real  
16 property.

17                   7.3.2    The fair market value of any such real property as such  
18 value is reflected on the most recently issued County Tax Collector's tax  
19 bill.

20                   7.3.3    A detailed description of all existing and pending  
21 agreements, with respect to the use or occupation of any such real property.  
22 Such description shall include, but not be limited to:

23                           7.3.3.1    The term duration of any rental, lease or  
24 license agreement;

25                           7.3.3.2    The amount of monetary consideration to be  
26 paid to the lessor or licensor over the term of the rental, lease or license  
27 agreement;

28                           7.3.3.3    The type and dollar value of any other

1 consideration to be paid to the lessor or licensor; and

2                   7.3.3.4     The full names and addresses of all parties  
3 to any agreement concerning the real property and a listing of liens (if any)  
4 thereof, together with a listing by full names and addresses of all officers,  
5 directors and stockholders of any private corporation, and a similar listing  
6 of all general and limited partners of any partnership which is a party.

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

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

28     ///

1        8.     NON-DISCRIMINATION

2            8.1    In the performance of this Agreement, CONTRACTOR agrees that it  
3 shall not engage nor employ any unlawful discriminatory practices in the  
4 admission of clients, provision of services or benefits, assignment of  
5 accommodations, treatment, evaluation, employment of personnel or in any other  
6 respect on the basis of race, religious creed, color, national origin,  
7 ancestry, physical disability, mental disability, medical condition, genetic  
8 information, marital status, sex, gender, gender identity, gender expression,  
9 age, sexual orientation, military and veteran status or any other protected  
10 group in accordance with the requirements of all applicable Federal or State  
11 laws.

12           8.2    CONTRACTOR shall develop an Affirmative Action Program Plan which  
13 meets the lawful and applicable requirements of the U.S. Department of Health  
14 and Human Services.

15           8.3    CONTRACTOR shall furnish any and all information requested by  
16 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
17 books, records and accounts in order to ascertain CONTRACTOR's compliance with  
18 Paragraph 8 et seq.

19           8.4    CONTRACTOR shall comply with Executive Order 11246, entitled  
20 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
21 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

22           8.5    Non-Discrimination in Employment:

23            8.5.1    All solicitations or advertisements for employees placed  
24 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
25 receive consideration for employment without regard to race, religious creed,  
26 color, national origin, ancestry, physical disability, mental disability,  
27 medical condition, genetic information, marital status, sex, gender, gender  
28 identity, gender expression, age, sexual orientation, military and veteran

1 status or any other protected group in accordance with the requirements of all  
2 applicable Federal or State laws. Notices describing the provisions of the  
3 equal opportunity clause shall be posted in a conspicuous place for employees  
4 and job applicants.

5 8.5.2 CONTRACTOR shall refer any and all employees desirous of  
6 filing a formal discrimination complaint to:

7 California Department of Social Services

8 Public Inquiry and Response Bureau

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

10 Sacramento, CA 95814

11 Telephone: (800) 952-5253

12 (800) 952-8349 (For the hard of hearing)

13 8.6 Non-Discrimination in Service Delivery:

14 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the  
15 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
16 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
17 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II  
18 of the Americans with Disabilities Act of 1990, as amended; California Civil  
19 Code Section 51 et seq., as amended; California Government Code (CGC) Sections  
20 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
21 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-  
22 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);  
23 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;  
24 and other applicable Federal and State laws, as well as their implementing  
25 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;  
26 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
27 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or  
28 be hereafter amended. CONTRACTOR shall not implement any administrative

1 methods or procedures which would have a discriminatory effect or which would  
 2 violate the California Department of Social Services (CDSS) Manual of Policies  
 3 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations  
 4 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or  
 5 other legal remedies in accordance with WIC Section 10605, or CGC Sections  
 6 11135-11139.5, or any other laws, or the issue may be referred to the  
 7 appropriate Federal agency for further compliance action and enforcement of  
 8 Subparagraph 8.6 et seq.

9 8.6.2 CONTRACTOR shall provide any and all clients desirous of  
 10 filing a formal complaint any and all information as appropriate:

11 8.6.2.1 Pamphlet: "Your Rights Under California  
 12 Welfare Programs" (PUB 13)

13 8.6.2.2 Discrimination Complaint Form

14 8.6.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

26 Sacramento, CA 94244-2430

27 Federal Civil Rights Contact:

28 U.S. Department of Health and Human Services

Office of Civil Rights  
50 U.N. Plaza, Room 322  
San Francisco, CA 94102

9. NOTICES

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

COUNTY: County of Orange Social Services Agency  
Contract Services  
500 N. State College Blvd, Suite #100  
Orange, CA 92868

CONTRACTOR: Orange County Child Abuse Prevention Center  
2390 E. Orangewood Avenue, Suite 300  
Anaheim, CA 92806

9.2 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.

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

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

12. INSURANCE

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

12.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject

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

9 12.3 All self-insured retentions (SIRs) shall be clearly stated on the  
10 Certificate of Insurance. Any self-insured retention (SIR) in an amount in  
11 excess of fifty thousand dollars (\$50,000) shall specifically be approved by  
12 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current  
13 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in  
14 addition to, and without limitation of, any other indemnity provision(s) in  
15 the Agreement, agrees to all of the following:

16 12.3.1 In addition to the duty to indemnify and hold COUNTY  
17 harmless against any and all liability, claim, demand or suit resulting from  
18 CONTRACTOR's, its agents, employee's or subcontractor's performance of this  
19 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with  
20 counsel approved by Board of Supervisors against same; and

21 12.3.2 CONTRACTOR's duty to defend, as state above, shall be  
22 absolute and irrespective of any duty to indemnify or hold harmless; and

23 12.3.3 The provisions of California Civil Code Section 2860  
24 shall apply to any and all actions to which the duty to defend state above  
25 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though  
26 CONTRACTOR was an insurer and COUNTY was the insured.

27 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
28 the full term of this Agreement, COUNTY may terminate this Agreement.

12.5 Qualified Insurer:

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

12.8 Required Coverage Forms:

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

///

1           12.8.2 Business Auto Liability coverage shall be written on ISO  
2 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing  
3 coverage at least as broad.

4           12.9 Required Endorsements:

5           12.9.1 Commercial General Liability policy shall contain the  
6 following endorsements, which shall accompany the Certificate of Insurance:

7           12.9.1.1 An Additional Insured endorsement using ISO  
8 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,  
9 its elected and appointed officials, officers, agents and employees, as  
10 Additional Insureds or provide blanket coverage, which will state AS REQUIRED  
11 BY WRITTEN CONTRACT.

12           12.9.1.2 A primary non-contributing endorsement using  
13 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that  
14 CONTRACTOR's insurance is primary and any insurance or self-insurance  
15 maintained by the County of Orange shall be excess and non-contributing.

16           12.9.2 The Network Security and Privacy Liability policy shall  
17 contain the following endorsements which shall accompany the Certificate of  
18 Insurance.

19           12.9.2.1 An Additional Insured endorsement naming the  
20 County of Orange, its elected and appointed officials, officers, agents and  
21 employees as Additional Insureds for its vicarious liability.

22           12.9.2.2 A primary and non-contributing endorsement  
23 evidencing that the CONTRACTOR's insurance is primary and any insurance or  
24 self-insurance maintained by the County of Orange shall be excess and non-  
25 contributing.

26           12.10 The Workers' Compensation policy shall contain a waiver of  
27 subrogation endorsement waiving all rights of subrogation against the County  
28 of Orange, its elected and appointed officials, officers, agents and employees

1 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

2 12.11 All insurance policies required by this Agreement shall waive all  
3 rights of subrogation against the County of Orange, its elected and appointed  
4 officials, officers, agents and employees when acting within the scope of  
5 their appointment or employment.

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

11 12.13 If CONTRACTOR's Network Security & Privacy Liability are a "claims  
12 made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy  
13 Liability coverage for two (2) years following completion of this Agreement.

14 12.14 The Commercial General Liability policy shall contain a  
15 severability of interests clause also known as a "separation of insureds"  
16 clause (standard in the ISO CG 0001 policy).

17 12.15 Insurance certificates should be mailed to COUNTY at the address  
18 indicated in Paragraph 9 of this Agreement.

19 12.16 If CONTRACTOR fails to provide the insurance certificates and  
20 endorsements within seven (7) days of notification by CEO/County Procurement  
21 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

22 12.17 COUNTY expressly retains the right to require CONTRACTOR to  
23 increase or decrease insurance of any of the above insurance types throughout  
24 the term of this Agreement. Any increase or decrease in insurance will be as  
25 deemed by County of Orange Risk Manager as appropriate to adequately protect  
26 COUNTY.

27 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
28 insurance requirements. If CONTRACTOR does not deposit copies of acceptable

1 certificates of insurance and endorsements with COUNTY incorporating such  
2 changes within thirty (30) days of receipt of such notice, this Agreement may  
3 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
4 entitled to all legal remedies.

5 12.19 The procuring of such required policy or policies of insurance  
6 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
7 fulfill the indemnification provisions and requirements of this Agreement, nor  
8 act in any way to reduce the policy coverage and limits available from the  
9 insurer.

10 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

11 CONTRACTOR shall report to COUNTY:

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

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

20 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
21 property. Such report shall be submitted to COUNTY within twenty-four (24)  
22 hours of occurrence.

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

27 14. CONFLICT OF INTEREST

28 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent

1 any actions or conditions that could result in a conflict with the best  
2 interests of COUNTY. This obligation shall apply to CONTRACTOR and  
3 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and  
4 third parties associated with accomplishing the work hereunder.

5 14.2 CONTRACTOR's efforts shall include, but not be limited to,  
6 establishing precautions to prevent its employees or agents from making,  
7 receiving, providing, or offering gifts, entertainment, payments, loans or  
8 other considerations which could be deemed to appear to influence individuals  
9 to act contrary to the best interests of COUNTY.

10 15. ANTI-PROSELYTISM PROVISION

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

15 16. SUPPLANTING GOVERNMENT FUNDS

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

25 17. EQUIPMENT

26 17.1 All items purchased with funds provided under this Agreement, or  
27 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of  
28 at least five thousand dollars (\$5,000), including sales tax, shall be

1 considered Capital Equipment. Title to all Capital Equipment shall, upon  
2 purchase, vest and remain in COUNTY. The use of such items of Capital  
3 Equipment is limited to the performance of this Agreement. Upon the  
4 termination of this Agreement, CONTRACTOR shall immediately return any items  
5 of Capital Equipment to COUNTY or its representatives, or dispose of them in  
6 accordance with the directions of ADMINISTRATOR.

7 CONTRACTOR further agrees to the following:

8 17.1.1 To maintain all items of Capital Equipment in good  
9 working order and condition, normal wear and tear excepted.

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

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

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

25 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
26 requested in writing, shall require the prior written approval of  
27 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are  
28 appropriate and directly related to CONTRACTOR's service or activity under the

1 terms of this Agreement. COUNTY may refuse reimbursement for any costs  
2 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,  
3 if prior written approval has not been obtained from ADMINISTRATOR.

4 17.3 Personal Computer Equipment:

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

8 18. BREACH SANCTIONS

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

14 18.1 Afford CONTRACTOR a time period within which to cure the breach,  
15 which period shall be established by ADMINISTRATOR; and/or

16 18.2 Discontinue reimbursement to CONTRACTOR for and during the period  
17 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
18 later recovery; and/or

19 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
20 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

23 19. PAYMENTS

24 19.1 Maximum Contractual Obligation:

25 The maximum obligation of COUNTY under this Agreement shall be  
26 \$646,561.00 or actual allowable costs, whichever is less.

27 19.2 Allowable Costs:

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

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

6 19.3 Match:

7 In providing services pursuant to this Agreement, CONTRACTOR shall  
8 provide a match in an amount no less than thirty percent (30%) of the amount  
9 paid to CONTRACTOR by COUNTY during each year covered by this Agreement.  
10 CONTRACTOR shall not use government funds to provide its match without prior  
11 written approval by the government agency providing the funds and  
12 ADMINISTRATOR. The match shall be reflected on the monthly invoice and shall  
13 be deducted from payments made by COUNTY to CONTRACTOR. In the event there is  
14 a portion of the match unpaid at the termination of this Agreement, it shall  
15 be deducted from any monies owed CONTRACTOR by COUNTY or paid to COUNTY upon  
16 demand.

17 19.4 Claims:

18 19.4.1 CONTRACTOR shall submit monthly claims to be received by  
19 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
20 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
21 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
22 claim the next business day. COUNTY holidays include New Year's Day, Martin  
23 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
24 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
25 Friday after Thanksgiving, and Christmas Day.

26 19.4.2 All claims must be submitted on a form approved by  
27 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
28 source documents with the monthly claim, including, inter alia, a monthly

1 statement of services, general ledgers, supporting journals, time sheets,  
2 invoices, canceled checks, receipts and receiving records, some of which may  
3 be required to be copied. Source documents that CONTRACTOR must submit shall  
4 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
5 shall retain all financial records in accordance with Paragraph 24 (Records,  
6 Inspections, and Audits) of this Agreement.

7 19.4.3 Payments should be released by COUNTY within a reasonable  
8 time period of approximately thirty (30) days after receipt of a correctly  
9 completed claim form and required supporting documentation.

10 19.4.4 Year End and Final Claims:

11 19.4.4.1 Final claims for the term of July 1, 2017  
12 through June 30, 2018, must be received no later than August 30, 2018 at 5:00  
13 p.m.

14 19.4.4.2 Claims received after the date specified in  
15 Subparagraph 19.4.4.1 may not be reimbursed. ADMINISTRATOR may, in its sole  
16 discretion, modify the date upon which the final claim must be received upon  
17 notice to CONTRACTOR.

18 19.4.4.3 The basis for final settlement shall be the  
19 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,  
20 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,  
21 to the maximum obligation of COUNTY. In the event that any overpayment has  
22 been made, COUNTY may offset the amount of the overpayment against the final  
23 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
24 pay COUNTY all such sums within five (5) business days of notice from COUNTY.  
25 Nothing herein shall be construed as limiting the remedies of COUNTY in the  
26 event an overpayment has been made.

27 20. OVERPAYMENTS

28 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which

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

13 21. OUTSTANDING DEBT

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

17 22. FINAL REPORT

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

23 23. INDEPENDENT AUDIT

24 23.1 CONTRACTOR shall employ a licensed certified public accountant who  
25 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of  
26 related expenditures during the term of this Agreement in compliance with the  
27 31 USC 7501-7507, as well as its implementing regulations under 2 CFR Part  
28 200, Uniform Administrative, Cost Principals, and Audit Regulations for

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

6 23.2 It is mutually understood that CONTRACTOR's organization-wide audit  
7 covers fiscal years beginning July 1 and ending June 30. CONTRACTOR agrees to  
8 provide ADMINISTRATOR with a copy of its organization-wide audit for the  
9 period July 1, 2017, through June 30, 2018, by August 30, 2018. Failure to  
10 provide a copy of the organization-wide audits, for the period July 1, 2017,  
11 through June 30, 2018, shall be sufficient cause for ADMINISTRATOR, in its  
12 sole discretion, to deny payment under this or any subsequent Agreement with  
13 CONTRACTOR until such time as the required audits are provided to  
14 ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify the date  
15 upon which the organization-wide audits must be received, upon notice to  
16 CONTRACTOR.

17 24. RECORDS, INSPECTIONS AND AUDITS

18 24.1 Financial Records:

19 24.1.1 CONTRACTOR shall prepare and maintain accurate and  
20 complete financial records. Financial records shall be retained, by  
21 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
22 under this Agreement or until all pending COUNTY, State and Federal audits are  
23 completed, whichever is later.

24 24.1.2 CONTRACTOR shall establish and maintain reasonable  
25 accounting, internal control and financial reporting standards in conformity  
26 with generally accepted accounting principles established by the American  
27 Institute of Certified Public Accountants and to the satisfaction of  
28 ADMINISTRATOR.

1           24.2 Client Records:

2           24.2.1 CONTRACTOR shall prepare and maintain accurate and  
3 complete records of clients served and dates and type of services provided  
4 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

5           24.2.2 CONTRACTOR shall keep all COUNTY data provided to  
6 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)  
7 years from the date of final payment under this Agreement or until all pending  
8 COUNTY, State and Federal audits are completed, whichever is later. These  
9 records shall be stored in Orange County, unless CONTRACTOR requests and  
10 COUNTY provides written approval for the right to store the records in another  
11 county. Notwithstanding anything to the contrary, upon termination of this  
12 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to  
13 COUNTY in accordance with Subparagraph 44.2.

14           24.2.3 COUNTY may refuse payment for a claim if client records  
15 are determined by COUNTY to be incomplete or inaccurate. In the event client  
16 records are determined to be incomplete or inaccurate after payment has been  
17 made, COUNTY may treat such payment as an overpayment within the provisions of  
18 this Agreement.

19           24.3 Public Records:

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

24           24.4 Inspections and Audits:

25           24.4.1 The U.S. Department of Health and Human Services,  
26 Comptroller General of the United States, Director of CDSS, State Auditor-  
27 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
28 Department, or any of their authorized representatives, shall have access to

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

7 24.4.2 CONTRACTOR shall make its books and financial records  
8 available within the borders of Orange County within ten (10) days of receipt  
9 of written demand by ADMINISTRATOR.

10 24.4.3 In the event CONTRACTOR does not make available its books  
11 and financial records within the borders of Orange County, CONTRACTOR agrees  
12 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
13 designee, necessary to obtain CONTRACTOR's books and financial records.

14 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
15 COUNTY's liability to the State or Federal government or any agency thereof  
16 resulting from any disallowances or other audit exceptions to the extent that  
17 such liability is attributable to CONTRACTOR's failure to perform under this  
18 Agreement.

19 24.5 Evaluation Studies:

20 24.5.1 CONTRACTOR shall participate as requested by COUNTY in  
21 research and/or evaluative studies designed to show the effectiveness and/or  
22 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
23 project.

24 25. PERSONNEL DISCLOSURE

25 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
26 all personnel providing services hereunder, including résumés and job  
27 applications. Changes to the list will be immediately provided to  
28 ADMINISTRATOR in writing, along with a copy of a résumé and/or job

1 application. The list shall include:

2 25.1.1 Names and dates of birth of all full or part-time  
3 personnel by title, including volunteer personnel, whose direct services are  
4 required to provide the programs described herein;

5 25.1.2 A brief description of the functions of each position and  
6 the hours each person works each week; or for part-time personnel, each day or  
7 month, as appropriate;

8 25.1.3 The professional degree, if applicable, and experience  
9 required for each position; and

10 25.1.4 The language skill, if applicable, for all personnel.

11 25.2 Where authorized by law, CONTRACTOR's employment applications  
12 shall require applicants to provide detailed information regarding the  
13 conviction of a crime by any court, for offenses other than minor traffic  
14 offenses. Information not disclosed in the employment application discovered  
15 subsequent to the hiring or promotion of any applicant shall be cause for  
16 termination of that employee from the performance of services under this  
17 Agreement.

18 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
19 COUNTY, a clearance on the following public websites the names and dates of  
20 birth for all employees and/or volunteers who will have direct, interactive  
21 contact with clients served through this Agreement: U.S. Department of Justice  
22 National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
23 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

24 25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
25 COUNTY, a criminal record background check on all employees (direct service  
26 and administrative) funded through this Agreement and also all non-funded  
27 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,  
28 interactive contact with clients served through this Agreement. Background

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

5 25.5 In the event a record is revealed through the processes described  
6 in Subparagraphs 25.3 and 25.4, COUNTY will be available to consult with  
7 CONTRACTOR on appropriateness of personnel providing services through this  
8 Agreement.

9 25.6 CONTRACTOR warrants that all persons employed or otherwise  
10 assigned by CONTRACTOR to provide services under this Agreement have  
11 satisfactory past work records and/or reference checks indicating their  
12 ability to perform the required duties and accept the kind of responsibility  
13 anticipated under this Agreement. CONTRACTOR shall maintain records of  
14 background investigations and reference checks undertaken and coordinated by  
15 CONTRACTOR for each employee and/or volunteer assigned to provide services  
16 under this Agreement for a minimum of five (5) years from the date of final  
17 payment under this Agreement or until all pending COUNTY, State and Federal  
18 audits are completed, whichever is later, in compliance with all applicable  
19 laws.

20 25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
21 arrest and/or subsequent conviction, for offenses other than minor traffic  
22 offenses, of any paid employee and/or volunteer staff performing services  
23 under this Agreement, when such information becomes known to CONTRACTOR.  
24 ADMINISTRATOR may determine whether such employee and/or volunteer may  
25 continue to provide services under this Agreement and shall provide notice of  
26 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply  
27 with ADMINISTRATOR's decision shall be deemed a material breach of this  
28 Agreement, pursuant to Paragraph 18 above.

1           25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
2 staff performing work hereunder and any proposed changes in CONTRACTOR's  
3 staff.

4           25.9 COUNTY shall have the right to require CONTRACTOR to remove any  
5 employee from the performance of services under this Agreement. At the  
6 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

7           25.10 CONTRACTOR shall notify COUNTY immediately when staff is  
8 terminated for cause from working on this Agreement.

9           25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to  
10 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all  
11 work in accordance with the terms and conditions of this Agreement.

12       26. SMOKE FREE ENVIRONMENT

13           CONTRACTOR shall be in compliance with Health and Safety (H&S) Code  
14 Sections 1530.7 and 118948 and CCR, Title 22, Division 6, Chapter 9.5, Article  
15 3, Section 89374(a)(1), which precludes anyone from smoking inside a motor  
16 vehicle.

17           26.1 H&S Code Section 1530.7 extends the health and safety protection  
18 specifically to foster children by providing that:

19               26.1.1 Persons who are licensed or certified to provide  
20 residential care in a foster family home or certified family home shall not  
21 smoke or permit any other person to smoke inside the facility, or on the  
22 outdoor grounds when the Foster Youth/NMD is present;

23               26.1.2 In addition, a person licensed or certified to provide  
24 residential foster care shall not smoke in any motor vehicle regularly used to  
25 transport the child.

26       27. EMPLOYMENT ELIGIBILITY VERIFICATION

27           As applicable, CONTRACTOR warrants that it fully complies with all  
28 Federal and State statutes and regulations regarding the employment of aliens

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

16 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

17 28.1 In order to comply with child support enforcement requirements of  
18 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days  
19 of the award of this Agreement:

- 20 (a) in the case of an individual contractor, his/her name, date of  
21 birth, Social Security number and residence address;
- 22 (b) in the case of a contractor doing business in a form other than as  
23 an individual, the name, date of birth, Social Security number and  
24 residence address of each individual who owns an interest of ten  
25 percent (10%) or more in the contracting entity;
- 26 (c) a certification that CONTRACTOR has fully complied with all  
27 applicable Federal and State reporting requirements regarding its  
28 employees; and

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

4 28.2 The failure of CONTRACTOR to timely submit the data or  
5 certifications required by subsections (a), (b), (c), or (d), or to comply  
6 with all Federal and State employee reporting requirements for child support  
7 enforcement or to comply with all lawfully served Wage and Earnings Assignment  
8 Orders and Notices of Assignment shall constitute a material breach of this  
9 Agreement, and failure to cure such breach within sixty (60) calendar days of  
10 notice from COUNTY shall constitute grounds for termination of this Agreement.

11 28.3 It is expressly understood that this data will be transmitted to  
12 governmental agencies charged with the establishment and enforcement of child  
13 support orders, and for no other purpose.

14 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

27 CONTRACTOR shall notify and provide to its employees, a fact sheet  
28 regarding the Safely Surrendered Baby Law, its implementation in Orange County

1 and where and how to safely surrender a baby. The fact sheet is available on  
2 the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The information  
3 shall be posted in all reception areas where clients are served.

4 31. CONFIDENTIALITY

5 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
6 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
7 and all other provisions of law, and regulations promulgated thereunder  
8 relating to privacy and confidentiality, as each may now exist or be hereafter  
9 amended.

10 31.2 All records and information concerning any and all persons  
11 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
12 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,  
13 agents, and subcontractors. CONTRACTOR shall require all of its employees,  
14 volunteers, agents, subcontractors and partners who may provide services for  
15 CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before  
16 commencing the provision of any such services, to maintain the confidentiality  
17 of any and all materials and information with which they may come into  
18 contact, or the identities or any identifying characteristics or information  
19 with respect to any and all participants referred to CONTRACTOR by COUNTY,  
20 except as may be required to provide services under this Agreement or to those  
21 specified in this Agreement as having the capacity to audit CONTRACTOR, and as  
22 to the latter, only during such audit. CONTRACTOR shall comply with any  
23 audits specified in Paragraph 24, provide reports and any other information  
24 required by COUNTY in the administration of this Agreement, and as otherwise  
25 permitted by law.

26 31.3 CONTRACTOR shall inform all of its employees, volunteers, agents,  
27 subcontractors, and partners of this provision and that any person violating  
28 the provisions of said California state law may be guilty of a crime.

1           31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
2 be subject to the confidentiality requirements of this Agreement.

3           31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
4 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
5 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
6 regarding Confidentiality, as it now exists or may hereafter be amended.

7           31.5.1 No access, disclosure or release of information regarding  
8 a child who is the subject of Juvenile Court proceedings shall be permitted  
9 except as authorized. If authorization is in doubt, no such information shall  
10 be released without the written approval of a Judge of the Juvenile Court.

11           31.5.2 CONTRACTOR must receive prior written approval of the  
12 Juvenile Court before allowing any child to be interviewed, photographed or  
13 recorded by any publication or organization or to appear on any radio,  
14 television or internet broadcast or make any other public appearance. Such  
15 approval shall be requested through child's Social Worker.

16   32.   SECURITY

17           32.1 CONTRACTOR shall immediately notify COUNTY of any and all  
18 unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is  
19 aware or has knowledge. After such notification, CONTRACTOR shall, at its own  
20 expense:

21           32.1.1 Investigate to determine the nature and extent of the  
22 unauthorized disclosure.

23           32.1.2 Contain the incident by, among things, attempting to  
24 recover records, revoking access and/or correcting weaknesses in security.  
25 CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred  
26 by COUNTY arising out of or in connection with the unauthorized disclosure as  
27 legally required.

28   ///

1                   32.1.3 For services provided under this Agreement, CONTRACTOR  
2 shall ensure that all confidential information must be held in the strictest  
3 confidence, can only be accessed by those with a need to know and is protected  
4 to prevent unauthorized or inadvertent access. Confidential electronic  
5 information must be stored in an encrypted format. Confidential information  
6 stored in a paper format must be transported, handled, secured and destroyed  
7 in a manner that to prevent unauthorized access.

8                   33. COPYRIGHT ACCESS

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

13                   34. WAIVER

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

22                   35. PETTY CASH

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

25                   36. PUBLICITY

26                   36.1 Information and solicitations, prepared and released by  
27 CONTRACTOR, concerning the services provided under this Agreement shall state  
28 that the program, wholly or in part, is funded through COUNTY, State and

1 Federal government funds

2 36.2 CONTRACTOR shall not disclose any details in connection with this  
3 Agreement to any person or entity except as may be otherwise provided  
4 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
5 identify its services and related clients to sustain itself, COUNTY shall not  
6 inhibit CONTRACTOR from publishing its role under this Agreement within the  
7 following conditions:

8 36.2.1 CONTRACTOR shall develop all publicity material in a  
9 professional manner; and

10 36.2.2 During the term of this Agreement, CONTRACTOR shall not,  
11 and shall not authorize another to, publish or disseminate any commercial  
12 advertisements, press releases, feature articles, or other materials using the  
13 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
14 unreasonably withhold written consent.

15 36.3 COUNTY owns all rights to the name, logos and symbols of COUNTY.  
16 The use and/or reproduction of COUNTY's name and/or logo for any purpose,  
17 including commercial advertisement, promotional purposes, announcements,  
18 displays or press releases, without COUNTY's prior written consent is  
19 expressly prohibited.

20 37. COUNTY RESPONSIBILITIES

21 ADMINISTRATOR will provide consultation and technical assistance and  
22 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

23 38. REFERRALS

24 38.1 CONTRACTOR shall provide services to individuals referred by  
25 ADMINISTRATOR.

26 39. REPORTS

27 39.1 CONTRACTOR shall provide information deemed necessary by  
28 ADMINISTRATOR to complete any State-required reports related to the services

1 provided under this Agreement.

2 39.2 CONTRACTOR shall maintain records and submit reports containing  
3 such data and information regarding the performance of CONTRACTOR's services,  
4 costs or other data relating to this Agreement, as may be requested by  
5 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
6 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

7 40. ENERGY EFFICIENCY STANDARDS

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

11 41. ENVIRONMENTAL PROTECTION STANDARDS

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

17 41.1 No facility to be utilized in the performance of the proposed  
18 grant has been listed on the EPA List of Violating Facilities;

19 41.2 It will notify COUNTY prior to award of the receipt of any  
20 communication from the Director, Office of Federal Activities, U.S. EPA,  
21 indicating that a facility to be utilized for the grant is under consideration  
22 to be listed on the EPA List of Violating Facilities; and

23 41.3 It will notify COUNTY and EPA about any known violation of the  
24 above laws and regulations.

25 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
26 FEDERAL TRANSACTIONS

27 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
28 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those

1 provisions set down by the OMB and published in the Federal Register dated  
2 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and  
3 regulations, it is mutually understood that any contract which utilizes  
4 Federal monies in excess of \$100,000 must contain and CONTRACTOR must certify  
5 compliance utilizing a form provided by ADMINISTRATOR that cites the  
6 following:

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

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

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

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

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

5                   C. Submission of this certification and disclosure is a  
6 prerequisite for making or entering into this Agreement imposed by Section  
7 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
8 this provision or who fails to file or amend the disclosure form to be filed  
9 or amended by this provision, shall be subject to a civil penalty of not less  
10 than \$10,000, and not more than \$100,000, for each such failure.

11           43. POLITICAL ACTIVITY

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

15           44. TERMINATION PROVISIONS

16                   44.1 ADMINISTRATOR may terminate this Agreement without penalty  
17 immediately with cause or after thirty (30) days written notice without cause,  
18 unless otherwise specified. Notice shall be deemed served on the date of  
19 mailing. Cause shall include but not limited to any breach of contract, any  
20 partial misrepresentation whether negligent or willful, fraud on the part of  
21 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's  
22 reasonable control, and repeated or continued violations of COUNTY ordinances  
23 unrelated to performance under this Agreement that in the reasonable opinion  
24 of COUNTY indicate a willful or reckless disregard for COUNTY laws and  
25 regulations. Exercise by ADMINISTRATOR of the right to terminate this  
26 Agreement shall relieve COUNTY of all further obligations under this  
27 Agreement.

28                   44.2 For ninety (90) calendar days prior to the expiration date of this

1 Agreement, or upon notice of termination of this Agreement ("Transition  
2 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly  
3 transfer of service responsibilities, active case records, and pertinent  
4 documents. The Transition Period may be modified as agreed upon in writing by  
5 the Parties. During the Transition Period, service and data access shall  
6 continue to be made available to COUNTY without alteration. CONTRACTOR also  
7 shall assist COUNTY in extracting and/or transitioning all data in the format  
8 determined by COUNTY.

9 44.3 In the event of termination of this Agreement, cessation of  
10 business by CONTRACTOR or any other event preventing CONTRACTOR from  
11 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data  
12 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if  
13 requested to do so on such media as reasonably requested by COUNTY, even if  
14 COUNTY is then or is alleged to be in breach of this Agreement.

15 44.4 The obligations of COUNTY under this Agreement are contingent upon  
16 the availability of Federal and/or State funds, as applicable, for the  
17 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
18 for the services hereunder in the budget approved by the Orange County Board  
19 of Supervisors each fiscal year this Agreement remains in effect or operation.  
20 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
21 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
22 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
23 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
24 notification of such determination. CONTRACTOR shall immediately comply with  
25 ADMINISTRATOR's decision.

26 44.5 If any term, covenant, condition, or provision of this Agreement  
27 or the application thereof is held invalid, void, or enforceable, the  
28 remainder of the provisions in this Agreement shall remain in full force and

effect and shall in no way be affected, impaired, or invalidated thereby.

45. GOVERNING LAW AND VENUE

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

46. SIGNATURE IN COUNTERPARTS

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

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

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

By:  By: \_\_\_\_\_  
 SCOTT TROTTER CHAIRWOMAN  
 EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS  
 ORANGE COUNTY CHILD ABUSE COUNTY OF ORANGE, CALIFORNIA  
 PREVENTION CENTER

Dated: 3/15/2017 Dated: \_\_\_\_\_

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

\_\_\_\_\_  
 ROBIN STIELER  
 Clerk of the Board  
 Orange County, California

APPROVED AS TO FORM  
 COUNTY COUNSEL  
 COUNTY OF ORANGE, CALIFORNIA

By:   
 DEPUTY

Dated: 3/14/17

EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

ORANGE COUNTY CHILD ABUSE PREVENTION CENTER

FOR THE PROVISION OF CHILD ABUSE INTERVENTION

AND TREATMENT SERVICES

**BASIC NEEDS AND PLACEMENT PREPARATION SERVICES**

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to families with children, ages birth (0) through seventeen (17) years, who lack basic resources or require assistance with home repairs and/or modifications in order to comply with placement requirements prior to a child’s placement in the home. Those served will be caregivers, not including foster and FFA families, referred by Children and Family Services (CFS) Division of Social Services Agency (SSA) and shall hereinafter be referred to as “FAMILIES.”

2. WORKLOAD STANDARDS

2.1 For purposes of this Agreement, CONTRACTOR and ADMINISTRATOR agree to the following:

2.1.1 CONTRACTOR shall fill one thousand eight hundred (1,800) emergent requests for services and goods through purchases, donations and existing community resources.

2.1.2 CONTRACTOR shall fill one thousand eight hundred (1,800) non-emergent requests for services and goods through donations and existing community resources.

2.2 CONTRACTOR's workload standards are as follows:

2.2.1 One hundred (100) percent of emergent requests shall be filled within three (3) business days or longer with Administrator's approval.

2.2.2 One hundred (100) percent of non-emergent requests shall be filled within (10) business days.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services and deliveries 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. At a minimum, Contractor shall conduct deliveries Monday through Friday between the hours of 9:00 a.m. and 8:00 p.m. Services and Deliveries may occur on Saturdays on a case-by-case basis. Services and Deliveries are not required on County holidays, but CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule or the hours in Section 3.1. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

4. SERVICES

CONTRACTOR shall assist FAMILIES in obtaining basic needs to assist FAMILIES in placement preparation of the home as requested by SSA to facilitate the placement of a child or to maintain a placement.

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1           4.1   Basic Needs:

2                   4.1.1   CONTRACTOR shall receive written referrals from  
3 ADMINISTRATOR, via facsimile or email, specified as emergent or non-emergent  
4 by the assigned Senior Social Worker (hereafter referred to as "SSW").

5                           4.1.1.1   Emergent basic needs are goods required to  
6 preserve or reunify families and must be filled within three (3) business days  
7 or as approved by ADMINISTRATOR, directly to FAMILY or the assigned SSW.  
8 Items include, but are not limited to, new mattresses and bed frames, beds,  
9 bed linens, working refrigerators, blankets, food staples, food gift cards and  
10 clothing gift cards, diapers, car seats, and food boxes.

11                           4.1.1.2   Non-emergent basic needs are items required  
12 to preserve or maintain families but are not needed immediately and must be  
13 filled within ten (10) business days. These items include, but are not  
14 limited to, dressers, kitchenware, and vacuum cleaners.

15                           4.1.1.3   ADMINISTRATOR at its sole discretion shall  
16 deem an item emergent or non-emergent.

17                   4.1.2   CONTRACTOR shall deliver all items or link FAMILIES to  
18 entities that can provide services free or for a low cost. Contractor shall  
19 make deliveries throughout Orange County and to contiguous counties.

20                   4.1.3   CONTRACTOR, as time permits, shall retrieve items  
21 provided to FAMILIES excluding mattresses when notified by the assigned SSW or  
22 Resource Development Management (RDM) that the child(ren) are no longer  
23 residing in the home.

24                   4.1.4   CONTRACTOR shall develop and maintain a system that  
25 identifies existing community resources throughout Orange County and  
26 contiguous counties. Community based resources must be updated on an ongoing  
27 basis to ensure accuracy. Contractor shall contact at least five (5)  
28 community based resources a month for updates.

1           4.1.5     CONTRACTOR shall make a minimum of two (2) presentations  
2 a month, to entities such as civic organizations, businesses, and faith-based  
3 organizations, in order to maintain ongoing in-kind donations of basic needs  
4 items.

5           4.1.6     CONTRACTOR shall participate, each year, in a minimum of  
6 four (4) community based events for resource identification and development.

7           4.1.7     CONTRACTOR shall store the most commonly requested basic  
8 needs items, such as beds, donated non-perishable food, personal hygiene  
9 items, clothing, infant items, and furniture in a centrally located facility  
10 in Orange County.

11          4.1.8     CONTRACTOR shall inspect, clean, and repair all donated  
12 items as necessary, to be delivered to FAMILIES in sanitary condition and  
13 working order.

14          4.1.9     To ensure compliance with child passenger safety laws,  
15 CONTRACTOR shall:

16                 4.1.9.1     Be knowledgeable in child passenger safety in  
17 accordance with current law;

18                 4.1.9.2     Ensure that Paraprofessional staff complete  
19 the National Highway Transportation Safety Administration (NHTSA)  
20 certification training on the correct installation and usage of car seats;

21                 4.1.9.3     Have a trained professional who possesses  
22 certification accompany the delivery of car seats during emergencies or when  
23 reasonably available to demonstrate the correct installation and usage for the  
24 caregiver, provide resources to have the car seat checked for correct  
25 installation, and provide printed information regarding child passenger safety  
26 to the caregiver; and

27                 4.1.9.4     Attach printed information regarding child  
28 passenger safety and resources to have the car seat check for correct

1 installation to each car seat being delivered to a caregiver when a trained  
2 professional who possesses certification cannot accompany the delivery of the  
3 car seat in person. CONTRACTOR shall obtain child passenger safety  
4 information through [www.ockeepkidssafe.org](http://www.ockeepkidssafe.org), Automobile Club of Southern  
5 California's "Birth to Boosters" brochures, and other resources.

#### 6 4.2 Placement Preparation Services:

7 4.2.1 CONTRACTOR shall receive from ADMINISTRATOR a written  
8 referral, via facsimile or email, identifying home repairs and/or  
9 modifications necessary to comply with State requirements prior to placing a  
10 child in the home. Placement preparation needs may include, but are not  
11 limited to, purchase and installation of pool/spa safety barriers, window  
12 repairs, and smoke detectors.

13 4.2.2 Placement preparation services will consist of, but not  
14 be limited to, referrals to local businesses for work estimates and assistance  
15 with coordination of the work.

16 4.2.3 Placement preparation requests shall be completed as  
17 quickly as possible to expedite the placement of the child.

#### 18 4.3 Quality Assurance:

19 4.3.1 Utilization Review: CFS Program Liaison and Contract  
20 Administrator will conduct Utilization Reviews (URs) to evaluate the  
21 CONTRACTOR's compliance with required documentation, record-keeping, and  
22 service delivery performance. Contract Administrator will determine the  
23 frequency of the URs and provide advance notification to CONTRACTOR to ensure  
24 that specified staff are in attendance. Administrator shall provide  
25 CONTRACTOR oral and written feedback regarding UR findings. In the event that  
26 unresolved differences of opinion arise regarding the UR findings, the dispute  
27 shall be submitted to CFS Director for final resolution.

28 4.3.2 CONTRACTOR shall utilize a Total Quality Management-based

1 perspective on the evaluation of the Basic Needs and Placement Preparation  
2 Services which includes but is not limited to: Participant Feedback; SSW  
3 Feedback; Program Diagnostic Review; and Financial and Assets Review. To  
4 ensure FAMILY and SSW satisfaction with service delivery, CONTRACTOR shall:

5 4.3.2.1 Provide recipient of basic needs goods and/or  
6 placement preparation services a postage-paid postcard client satisfaction  
7 survey upon completion of delivering basic needs goods or upon completion of  
8 placement preparation services.

9 4.3.2.2 CONTRACTOR will contact a minimum of ten (10)  
10 families monthly to complete client satisfaction surveys. CONTRACTOR will  
11 provide ADMINISTRATOR with completed client satisfaction surveys on a monthly  
12 basis.

13 4.3.2.3 Contact the SSW within ten (10) business days  
14 of delivering items to determine whether the items are meeting the needs of  
15 FAMILY.

16 4.3.2.4 Survey a random selection of five (5)  
17 referring SSWs monthly.

18 4.4 Staff Training:

19 4.4.1 At minimum and at no cost to COUNTY, CONTRACTOR shall  
20 ensure that Program Supervisor II and Paraprofessional complete the following:

21 4.4.1.1 An initial seven (7) hour training course on  
22 spousal/partner abuse/domestic violence issues must be completed within six  
23 (6) months of hiring.

24 4.4.1.2 A six (6) hour refresher training course on  
25 spousal/partner abuse/domestic violence issues within the period covered by  
26 the term of this Agreement.

27 4.4.2 CONTRACTOR shall be required to send staff to COUNTY-  
28 sponsored training if requested by SSA.

1                   4.4.3 Paraprofessional staff shall complete the NHTSA  
2 certification training in the proper installation of a car seat and shall  
3 demonstrate correct installation and usage for caregivers when accompanying  
4 the delivery of car seats.

5                   4.4.4 Direct services staff shall complete CONTRACTOR's Basic  
6 Needs Training Programs, which includes but is not limited to:

7                   4.4.4.1 Overview of the Orange County Child Abuse  
8 Prevention Center - Agency Mission, History of Organization, Outline of  
9 Programs, Basic Needs Services Program Role with the Organization, and Client  
10 Confidentiality);

11                   4.4.4.2 Safety - Personal safety in the field, driver  
12 safety, warehouse and occupational safety, handling emergencies, crisis  
13 intervention techniques, and basics of conflict resolution;

14                   4.4.4.3 Dynamics of the Family - Overview of Issues  
15 Faced by Families (i.e., poverty, domestic violence, and child abuse),  
16 Cultural Awareness, Supporting Self-Sufficiency, and Developing Professional  
17 Boundaries; and

18                   4.4.4.4 Documentation - Agency Paperwork, COUNTY  
19 paperwork, and Data Entry Procedure.

20 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

21 CONTRACTOR agrees to:

22 5.1 Provide a listing of community resources including, but not  
23 limited to: Family Resource Centers, food banks, offices to apply for the  
24 Woman, Infant and Children (WIC) program, and other government assistance  
25 programs, to FAMILY at the time of delivery.

26 5.2 Document each request for goods or linkage to resources at the  
27 time of the request.

28 5.3 Provide written confirmation regarding resources provided to

1 FAMILY to the SSW within three (3) business days of delivery:

2 5.4 Notify the SSW by e-mail or telephone of requests for goods or  
3 linkage to emergency resources that take longer than three (3) business days  
4 to fill; and

5 5.5 Evaluate basic needs requests and response times to the requests  
6 based on status reports as requested by ADMINISTRATOR completed by the  
7 Resource Information Clerk and Paraprofessional staff.

8 5.6 Develop and maintain on a weekly basis a database of donated items  
9 in inventory at the warehouse storage site.

10 5.7 Develop and maintain on listing of community-based resources that  
11 are culturally and linguistically appropriate for at-risk FAMILIES and  
12 represent all of Orange County. The resource lists shall include, but are not  
13 limited to:

14 5.7.1 Faith-based organizations, Family Resource Centers, and  
15 community-based organizations that provide shelter and low income housing.

16 5.7.2 Services for the physically challenged.

17 5.7.3 Legal aid.

18 5.7.4 Emergency assistance (food, clothing).

19 5.7.5 Substance abuse services and recovery homes.

20 5.7.6 Food banks.

21 5.7.7 Financial assistance resources.

22 5.7.8 Employment and job training programs.

23 5.7.9 Routine and emergency Medi-Cal services.

24 5.7.10 Medical and dental care.

25 5.7.11 Childcare and respite resources.

26 5.7.12 Counseling services.

27 5.7.13 Low-income housing resources, local housing authorities,

28 etc.

1 5.7.14 Domestic violence shelters.

2 5.8 Maintain separate databases for inventory and community-based  
3 resources.

4 5.9 Special Incident Reporting Requirements:

5 5.9.1 CONTRACTOR shall make telephone contact with the SSW, the  
6 SSW's supervisor, or the CFS Officer of the Day immediately in the event of  
7 any incident of unusual, aggressive, or high-risk behavior by a FAMILY, or any  
8 unusual incident experienced by CONTRACTOR as directly related to this  
9 Agreement, or if there are any injuries suffered by any part in the delivery  
10 of services to a FAMILY. In the event CONTRACTOR is not able to speak  
11 directly with the SSW, the SSW's supervisor, or CFS Officer of the Day,  
12 CONTRACTOR shall leave a voice message for the Officer of the Day.

13 5.9.2 CONTRACTOR shall document the incident by completing the  
14 Special Incident Report form provided by ADMINISTRATOR and must submit the  
15 form to the CFS Program Liaison and Contract Administrator within one (1)  
16 business day of the incident and must place a copy in FAMILY's case file.

17 6. FACILITIES

18 6.1 Administrative services under this Agreement shall be provided at:

19 Orange County Child Abuse Prevention Center  
20 2390 Orangewood Avenue, Suite 300  
21 Anaheim, CA 92806  
22

23 6.2 Storage of basic needs and placement preparation items under this  
24 Exhibit A shall be provided at CONTRACTOR's separate warehouse facility.

25 6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the  
26 facility(ies) and location(s) where services shall be provided without  
27 changing COUNTY's maximum obligation.

28 ///

7. FAMILY CASE RECORDS

CONTRACTOR shall maintain case records on each FAMILY which shall include, but not limited to:

7.1.1 Referral form,

7.1.2 Date(s) of services and/or deliveries,

7.1.3 Date(s) of contacts or attempted contacts with CFS staff and referred FAMILIES, and

7.1.4 Records indicating donated items and referrals to community resources that are given to each FAMILY.

7.2 All CLIENT records, as well as the database for warehouse inventory, shall be retained at CONTRACTOR's warehouse office at the address indicated in Subparagraph 6.2 of this Exhibit A. or as otherwise agreed to pursuant to Subparagraph 6.3 of this Exhibit A.

8. REPORTS

8.1 CONTRACTOR shall complete a Special Incident Report form for incidents described in Subparagraph 5.9.1 and required in Subparagraph 5.9.2.

8.2 CONTRACTOR shall submit to Contract Administrator a monthly Workload Standards Report on a form provided by ADMINISTRATOR, by the tenth (10th) calendar day of each month for the preceding month, which shall include the following information:

8.2.1 Number of referrals received;

8.2.2 Number of referrals completed;

8.2.3 Number of referrals partially filled;

8.2.4 Number of referrals unfilled;

8.2.5 Referral source; and

8.2.6 Delivery activity.

8.2.6.1 Emergent items delivered in three (3) business days or less, emergent items delivered in more than three (3)

1 business days with ADMINISTRATOR'S approval and total number of emergent items  
2 delivered;

3 8.2.6.2 Non-Emergent items delivered in ten (10)  
4 business days or less, non-emergent items delivered in more than ten (10)  
5 business days with ADMINISTRATOR'S approval and total number of non-emergent  
6 items delivered;

7 8.2.6.3 Total number of all requests delivered;

8 8.2.7 Requests filled exclusively through donations and  
9 existing community resources;

10 8.2.8 Requests filled exclusively through purchase(s);

11 8.2.9 Requests filled through a combination of donations,  
12 existing community resources and purchase(s);

13 8.2.10 Number of items declined by FAMILIES;

14 8.2.11 Number of contacts made to keep community resource  
15 information current;

16 8.2.12 Number of presentations made to maintain ongoing  
17 donations;

18 8.2.13 Total dollar value of donations received; and

19 8.2.14 Number of items procured through donation, community  
20 resources and/or purchase.

21 8.3 Reports to referring social workers identifying the resources  
22 provided to each FAMILY.

23 8.4 Any additional information regarding the program's progress shall  
24 be prepared in a format approved by ADMINISTRATOR.

25 9. MEETINGS

26 9.1 CONTRACTOR shall attend meetings, as requested by ADMINISTRATOR.

27 9.2 CONTRACTOR shall attend other service related meetings as  
28 requested by ADMINISTRATOR.

10. BUDGET FOR HOME BASED SERVICES

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

LINE ITEMS:

<u>DIRECT SERVICES POSITIONS</u>	<u>FTE<sup>(1)</sup></u>	<u>Max Hourly Rate<sup>(2)</sup></u>	<u>Annual Budget</u>
Warehouse Office Manager	0.50	\$15.00	\$15,600.00
Paraprofessional (bi-lingual Spanish)	0.50	\$15.61	\$16,230.24
Resource Information Clerk (bi-lingual Spanish)	1.00	\$15.00	\$31,200.00
Truck Driver Lead	1.00	\$14.05	\$29,224.00
Truck Driver Assistant (bi-lingual Spanish)	1.00	\$13.61	\$28,308.80
SUBTOTAL DIRECT SERVICE SALARIES			\$120,563.04
DIRECT SERVICE BENEFITS (17% TOTAL) <sup>(3)</sup>			<u>\$21,701.35</u>
TOTAL DIRECT SALARIES AND BENEFITS			\$142,264.39
<u>ADMINISTRATIVE POSITIONS</u>			
Executive Director	0.03	\$60.00	\$3,744.00
Director of Finance and Operations	0.10	\$39.00	\$8,112.00
Program Supervisor I	1.00	\$23.50	\$48,880.00
Director of Development	0.10	\$35.00	\$7,280.00
Human Resources Manager	0.03	\$30.00	\$1,872.00
Information Technology Administrator	0.03	\$21.00	\$1,310.40
Communications Coordinator	0.03	\$20.00	\$1,248.00
Office Manager	0.03	\$16.25	\$1,014.00
Accounting Clerk	0.03	\$16.00	\$998.40
Administrative Assistant	0.03	\$12.00	\$748.80
SUBTOTAL ADMINISTRATIVE SALARIES			\$75,207.60
ADMINISTRATIVE SERVICE BENEFITS (17% TOTAL) <sup>(3)</sup>			\$13,537.37
SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS			<u>\$88,744.97</u>
TOTAL ALL SALARIES AND BENEFITS			\$231,009.36
<u>SERVICES AND SUPPLIES</u>			
Independent Audit			\$1,400.00
Office Expense			\$4,514.60

1	Program Expense	\$672.35
	Telephone	\$6,000.00
2	Mileage <sup>(4)</sup>	\$1,000.00
	Other: Basic Needs-Goods to Families	<u>\$325,541.61</u>
3	SUBTOTAL SERVICES AND SUPPLIES	\$339,128.56
4	OPERATION EXPENSES	
5	Facility Lease/Rental (Basic Needs	
6	Office)	24,500.00
	Equipment Lease/Rental	1,000.00
7	Computer Repairs and Maintenance	5,000.00
8	Utilities	3,500.00
	Insurance	1,400.00
9	Basic Needs Vehicle Rental	23,023.08
10	Other: Dues and Subscriptions	100.00
	Newsletter, Printing, Promotion	300.00
11	Postage	600.00
	Rent	16,500.00
12	Travel / Education / Seminars	500.00
13	In-Kind Match/In-Kind Volunteer Hours	
	(11.50/hr) <sup>(5)</sup>	<u>193,969.00</u>
14	SUBTOTAL OPERATING EXPENSES	270,392.08
15	SUBTOTAL SALARIES, BENEFITS, SERVICES	
	AND SUPPLIES AND OPERATING EXPENSES	840,530.00
16	LESS IN-KIND MATCH <sup>(6)</sup>	-193,969.00
17		
18	MAXIMUM COUNTY OBLIGATION FOR FY17-18	646,561.00
19		
	MAXIMUM COUNTY OBLIGATION FOR FY 2017-18	\$646,561.00

(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.

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

1           <sup>(3)</sup> Employee Benefits include contributions to 401K; health insurance;  
2 life insurance; payroll taxes such as FICA, Federal Unemployment Tax, State  
3 Unemployment Tax, and Workers' Compensation Tax, based on the currently  
4 prevailing rates; and vacation accrual limited to the amount of vacation time  
5 earned during the fiscal year in which such expense is claimed. The overall  
6 benefit rate shall not exceed 19% of the actual salary expense claimed.

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

8           <sup>(5)</sup> Costs related to lease, fuel, registration and maintenance of an 18  
9 foot box truck used for delivery goods to FAMILIES.

10          <sup>(6)</sup> In-Kind Match includes a minimum of one hundred (100) volunteer hours  
11 at \$11.50 per hour (\$1,150.00) to perform duties similar to the Warehouse  
12 Support; the balance of the match (i.e., \$193,969.00) includes in-kind support  
13 from salaries, benefits, and operating costs.

14          CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
15 notice, to add, delete or modify line items and/or amounts and/or the number  
16 and type of FTE positions without changing COUNTY's maximum obligation as  
17 stated in Subparagraph 19.1 of this Agreement or reducing the level of service  
18 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 44.4  
19 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation  
20 as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually  
21 agree in writing to proportionately reduce the service goals as set forth in  
22 this Exhibit.

23          11.    STAFF

24           CONTRACTOR shall provide the following described staff positions:

25           11.1 All direct service positions are required to be fluent in and  
26 possess the ability to prepare written reports in English. Additionally,  
27 direct service staff must be proficient in the ability to speak and write in  
28 the specified second language (i.e., English, Spanish, or Vietnamese).

11.2 Accounting ClerkDuties

11.2.1 Prepare semi-monthly payroll and payroll tax deposits.

11.2.2 Provide support in preparing statistical summaries.

Qualifications:

11.2.3 High school diploma or equivalent.

11.2.4 Certificate in business, accounting or related degree.

11.2.5 Minimum six (6) months of accounting or bookkeeping experience and experience working in a non-profit organization.

11.2.6 Computer skills to include Microsoft Excel and QuickBooks.

11.3 Administrative AssistantDuties:

11.3.1 Provide clerical support to all staff as needed, including maintaining office procedures, executive reporting and scheduling of meetings.

11.3.2 Represent CONTRACTOR to the public through telephone and written communications and disseminate information as needed.

11.3.3 Collect and tabulate results of Participant Satisfaction Surveys and provide summary report to the Program Supervisor I on a quarterly basis.

Qualifications:

11.3.4 High school diploma or equivalent.

11.3.5 Must be computer literate and have professional telephone communication skills.

11.3.6 Minimum two (2) years of experience in office administration.

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1           11.4 Communications Coordinator

2                   Duties:

3                   11.4.1   Coordinate agency programs and volunteer recruitment  
4 efforts.

5                   11.4.2   Write and distribute press releases announcing volunteer  
6 opportunities and orientation dates.

7                   11.4.3   Solicit feature stories in local media educating the  
8 community about issues surrounding child abuse prevention and to specifically  
9 educate/inform the public about the Basic Needs and Placement Preparation  
10 Services program to solicit donations.

11                   Qualifications:

12                   11.4.4   Bachelor's degree preferred in communications, public  
13 relations, or marketing.

14                   11.4.5   Two (2) years of experience and have excellent writing  
15 and communication skills.

16           11.5 Director of Development

17                   Duties:

18                   11.5.1   Responsible for the direct supervision and coordination  
19 of overall outreach efforts conducted by the Communication Coordinator and  
20 Resource Information Clerk.

21                   11.5.2   Develop strategies for the outreach and solicitation of  
22 in-kind donations for benefit of the Basic Needs and Placement Preparation  
23 Services Program and ensure the strategies are implemented as developed.

24                   11.5.3   Ensure development and maintenance of relationships with  
25 donors is conducted professionally by all staff in contact with donor  
26 organizations.

27                   11.5.4   Co-responsible for tabulating and tracking monthly  
28 statistics.

1                    Qualifications:

2                    11.5.5 Bachelor's degree in business or related field.

3                    11.5.6 Minimum five (5) years of experience in the resource  
4 development field.

5                    11.6 Director of Finance and Operations

6                    Duties:

7                    11.6.1 Work directly with Executive Director on financial  
8 management of CONTRACTOR's funds, preparation of annual budgets, monthly  
9 COUNTY billing, payroll, tax deposits, and any related tax reports, and  
10 statistical summaries.

11                    Qualifications:

12                    11.6.2 Bachelor's degree in business, accounting or related  
13 field.

14                    11.6.3 Minimum of one (1) year of experience working in a non-  
15 profit organization.

16                    11.7 Executive Director:

17                    Duties:

18                    11.7.1 Responsible for carrying out the overall objectives of  
19 the organization's programs and CONTRACTOR's policies and for insuring that  
20 all fiscal procedures are followed correctly. Responsible for supervising  
21 program development, structure, and implementation of all CONTRACTOR's  
22 programs.

23                    Qualifications:

24                    11.7.2 Master's degree in organizational management, psychology,  
25 mental health, or social work.

26                    11.7.3 Two (2) years of experience in the administration and  
27 direct delivery of child protective services.

28                    11.7.4 Five (5) years of experience in the administration of a

1 community based organization or equivalent.

2 11.8 Human Resources Manager:

3 Duties:

4 11.8.1 Consult and coach supervisory staff on performance  
5 development, staff related issues and complaints, conflict resolution,  
6 performance counseling, and terminations.

7 11.8.2 Address all employee relations issues, including  
8 conducting investigations, managing the counseling process, and documenting of  
9 personnel issues.

10 11.8.3 Responsible for the recruiting process for both exempt  
11 and non-exempt levels, including interviewing, selecting, negotiating  
12 salaries, preparing job offer letters and managing lawful hires.

13 11.8.4 Ensure compliance with federal and state laws, including  
14 but not limited to non-discrimination, Family Medical Leave Act, California  
15 Family Rights Act, Pregnancy Disability Leave, and Consolidated Omnibus Budget  
16 Reconstruction Act (COBRA).

17 11.8.5 Support coordinating year-end audit, including  
18 preparation of schedules and other documents for auditors.

19 Qualifications:

20 11.8.6 Bachelor's degree in human resources or related field.

21 11.8.7 Minimum one (1) year of experience working in a non-  
22 profit organization.

23 11.9 Information Technology Administrator

24 Duties:

25 11.9.1 Provide technical and desktop support to all staff.

26 11.9.2 Maintain network, backup, workstation systems and Web  
27 Page updates.

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1                   Qualifications:

2                   11.9.3 High school diploma or equivalent.

3                   11.9.4 Technical training in Web Page Design, Network Systems,  
4 and Microsoft.

5                   11.9.5 Two (2) years of information technology related  
6 experience.

7                   11.10 Office Manager

8                   Duties:

9                   11.10.1 Responsible for facilities management, oversee fleet  
10 management and program logistical support.

11                   11.10.2 Co-responsible for tabulating and tracking monthly  
12 statistics.

13                   11.10.3 Responsible for contract compliance.

14                   Qualifications:

15                   11.10.4 High school diploma or equivalent.

16                   11.10.5 Minimum two (2) years of experience in an office setting.

17                   11.11 Paraprofessional

18                   Duties:

19                   11.11.1 Make presentations to community organizations to generate  
20 in-kind donations, coordinate outreach efforts to build a base of steady  
21 donors, and develop community resource linkages.

22                   11.11.2 Assist with delivery of basic needs items to FAMILIES and  
23 SSA social workers.

24                   Qualifications:

25                   11.11.3 Bachelor's degree in human services or related field.

26                   11.11.4 Minimum six (6) months of experience in the human service  
27 field providing direct services to children and/or families.

28                   11.11.5 Bilingual in Spanish.

11.12 Program Supervisor I

Duties:

11.12.1 Responsible for the direct supervision and coordination of Basic Needs and Placement Preparation Services program and staff, including the Paraprofessional; completion of monthly reports/other paperwork requirements; and tracking/distribution of referrals.

11.12.2 Facilitate bi-monthly program meetings, staff trainings, and case reviews.

11.12.3 Ensure program accountability, including program implementation and development of program evaluations, as needed.

11.12.4 Co-responsible for tabulating and tracking monthly statistics.

11.12.5 Compile and review twice annual SSW satisfaction survey results and report to CONTRACTOR as requested.

11.12.6 Represent CONTRACTOR at ADMINISTRATOR's meetings, as necessary.

11.12.7 Responsible for contract compliance.

Qualifications:

11.12.8 Bachelor's degree in psychology, sociology, social work, or a related field.

11.12.9 Minimum one (1) year of experience in the human services field.

11.13 Resource Information Clerk

Duties:

11.13.1 Responsible for inputting all data into the resource information system.

11.13.2 Review inventories of all new donations delivered to the warehouse.

1 11.13.3 Meet monthly with program staff.

2 11.13.4 Notify program staff when donated items are low.

3 11.13.5 Schedule delivery and/or pickup of donated items.

4 11.13.6 Assist with deliveries of items to FAMILIES and social  
5 workers.

6 Qualifications:

7 11.13.7 High school diploma or equivalent.

8 11.13.8 Two (2) years of office administration experience.

9 11.13.9 Computer experience.

10 11.13.10 Excellent telephone communication skills.

11 11.13.11 Bilingual in Spanish.

12 11.14 Truck Driver Assistant

13 Duties:

14 11.14.1 Pick up and delivery of donated items to and from the  
15 warehouse.

16 11.14.2 Delivery of basic needs requests directly to FAMILIES or  
17 to SSWs.

18 11.14.3 Provide each FAMILY with a postage-paid survey postcard  
19 upon completion of delivering basic needs items.

20 11.14.4 Assist in the organization of the storage warehouse,  
21 ensuring that basic needs items are accurately catalogued.

22 11.14.5 At minimum, meet monthly with program staff to discuss  
23 any program-related issues that need to be addressed.

24 Qualifications:

25 11.14.6 High school diploma or equivalent.

26 11.14.7 Class C California driver's license, with no serious  
27 traffic violations.

28 11.14.8 Current auto liability insurance.

1 11.14.9 Bilingual in Spanish.

2 11.15 Truck Driver Lead

3 Duties:

4 11.15.1 Pick up and delivery of donated items to the warehouse.

5 11.15.2 Delivery of basic needs requests directly to FAMILIES or  
6 to SSWs.

7 11.15.3 Provide each FAMILY with a community resource guide upon  
8 delivery of basic needs items.

9 11.15.4 Provide each FAMILY with a postage-paid survey postcard  
10 upon completion of delivering basic needs items.

11 11.15.5 At minimum, meet monthly with CONTRACTOR's program staff  
12 on any issues that need to be addressed.

13 Qualifications:

14 11.15.6 High school diploma or equivalent.

15 11.15.7 Class C California driver's license, with no serious  
16 traffic violations.

17 11.15.8 Current auto liability insurance.

18 11.16 Warehouse Office Manager

19 Duties:

20 11.16.1 Order emergent items for the Basic Needs Program.

21 11.16.2 Maintain the program's inventory.

22 11.16.3 Oversee and coordinate Placement Preparation

23 11.16.4 Review inventories of all donations delivered to the  
24 warehouse. Ensure all donated items are inspected, cleaned and/or repaired,  
25 as necessary, and delivered to FAMILIES in working order.

26 11.16.5 At minimum, meet monthly with CONTRACTOR's program staff  
27 on any issues that need to be addressed.

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