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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~~ This AGREEMENT, entered into this 1st day of July ~~2016~~ 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 ~~contracts~~ 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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1. TERM

The term of this Agreement shall commence on July 1, ~~2016~~ 2017, and terminate on June 30, ~~2017~~ 2018, unless earlier terminated pursuant to the provisions of Paragraph 444 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, by the parties, their officers, agents or employees, ~~shall be~~ 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 ~~unless waived in whole or in part by ADMINISTRATOR,~~ with all applicable
27 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
28 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR

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

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

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

16 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

17 6.1 Delegation and Assignment:

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

27 6.2 Subcontracts:

28 CONTRACTOR shall not subcontract for services under this Agreement

1 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
2 in writing to a subcontract, in no event shall the subcontract alter, in any
3 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must
4 be in writing and copies of same shall be provided to ADMINISTRATOR.
5 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
6 require.

7 6.2.1 Subcontracts of \$25,000 or less:

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

16 6.2.2 Subcontracts in excess of \$25,000:

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

28 ///

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

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

15 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

16 7.1 Form of Business Organization:

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

21 7.1.1 The form of CONTRACTOR's business organization, i.e.,
22 proprietorship, partnership, corporation, etc.

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

26 7.1.3 A detailed statement indicating the relationship of
27 CONTRACTOR to any subsidiary business organization or to any individual who
28 may be providing services, supplies, material or equipment to CONTRACTOR or in

1 any manner does business with CONTRACTOR under this Agreement.

2 7.2 Change in Form of Business Organization:

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

10 7.3 Real Property Disclosure:

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

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

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

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

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

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

1 7.3.3.3 The type and dollar value of any other
2 consideration to be paid to the lessor or licensor; and

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

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

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

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, ~~Title 24~~, California Code of Regulations (CCR)
22 Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section
23 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
24 Act of 1996; and other applicable Federal and State laws, as well as their
25 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
26 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
27 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
28 now exist or be hereafter amended. CONTRACTOR shall not implement any

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

1 respect thereto, to the other party.

2 11. INDEMNIFICATION

3 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
4 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
5 State, COUNTY, and their elected and appointed officials, officers, employees,
6 agents and those special districts and agencies which COUNTY's Board of
7 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
8 any claims, demands or liability of any kind or nature, including but not
9 limited to personal injury or property damage, arising from or related to the
10 services, products or other performance provided by CONTRACTOR pursuant to
11 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
12 court of competent jurisdiction because of the concurrent active negligence of
13 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
14 be apportioned as determined by the court. Neither party shall request a jury
15 apportionment.

16 12. INSURANCE

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

27 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
28 behalf of CONTRACTOR pursuant to this Agreement shall be covered under

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

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

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

28 12.3.2 CONTRACTOR's duty to defend, as state above, shall be

1 absolute and irrespective of any duty to indemnify or hold harmless; and

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

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

8 12.5 Qualified Insurer:

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

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

19 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
20 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

1 Network Security & Privacy Liability \$1,000,000 per claims made
2 Sexual Misconduct Liability \$1,000,000 per occurrence

3
4 12.8 Required Coverage Forms:

5 12.8.1 Commercial General Liability coverage shall be written on
6 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
7 liability coverage at least as broad.

8 12.8.2 Business Auto Liability coverage shall be written on ISO
9 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
10 coverage at least as broad.

11 12.9 Required Endorsements:

12 12.9.1 Commercial General Liability policy shall contain the
13 following endorsements, which shall accompany the Certificate of Insurance:

14 12.9.1.1 An Additional Insured endorsement using ISO
15 form CG ~~2010 or CG 2033~~ 20 26 04 13, or a form at least as broad, naming the
16 County of Orange, its elected and appointed officials, officers, agents and
17 employees, as Additional Insureds or provide blanket coverage, which will
18 state AS REQUIRED BY WRITTEN CONTRACT.

19 12.9.1.2 A primary non-contributing endorsement using
20 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
21 CONTRACTOR's insurance is primary and any insurance or self-insurance
22 maintained by the County of Orange shall be excess and non-contributing.

23 12.9.2 The Network Security and Privacy Liability policy shall
24 contain the following endorsements which shall accompany the Certificate of
25 Insurance.

26 12.9.2.1 An Additional Insured endorsement naming the
27 County of Orange, its elected and appointed officials, officers, agents and
28 employees as Additional Insureds for its vicarious liability.

1 12.9.2.2 A primary and non-contributing endorsement
2 evidencing that the CONTRACTOR's insurance is primary and any insurance or
3 self-insurance maintained by the County of Orange shall be excess and non-
4 contributing.

5 ~~12.10 All insurance policies required by this Agreement shall waive all~~
6 ~~rights of subrogation against the County of Orange, its elected and appointed~~
7 ~~officials, officers, agents and employees when acting within the scope of~~
8 ~~their appointment or employment.~~ The Workers' Compensation policy shall
9 contain a waiver of subrogation endorsement waiving all rights of subrogation
10 against the County of Orange, its elected and appointed officials, officers,
11 agents and employees or provide blanket coverage, which will state AS REQUIRED
12 BY WRITTEN CONTRACT.

13 ~~12.11 The Workers' Compensation policy shall contain a waiver of~~
14 ~~subrogation endorsement waiving all rights of subrogation against the County~~
15 ~~of Orange, its elected and appointed officials, officers, agents and~~
16 ~~employees.~~ All insurance policies required by this Agreement shall waive all
17 rights of subrogation against the County of Orange, its elected and appointed
18 officials, officers, agents and employees when acting within the scope of
19 their appointment or employment.

20 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
21 of any policy cancellation and ten (10) days for non-payment of premium and
22 provide a copy of the cancellation notice to COUNTY. Failure to provide
23 written notice of cancellation may constitute a material breach of the
24 contract, upon which the COUNTY may suspend or terminate this Agreement.

25 12.13 If CONTRACTOR's Network Security & Privacy Liability are a "claims
26 made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy
27 Liability coverage for two (2) years following completion of this Agreement.

28 ///

1 12.14 The Commercial General Liability policy shall contain a
2 severability of interests clause also known as a "separation of insureds"
3 clause (standard in the ISO CG 0001 policy).

4 12.15 Insurance certificates should be mailed to COUNTY at the address
5 indicated in Paragraph 9 of this Agreement.

6 12.16 If CONTRACTOR fails to provide the insurance certificates and
7 endorsements within seven (7) days of notification by CEO/County Procurement
8 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

9 12.17 COUNTY expressly retains the right to require CONTRACTOR to
10 increase or decrease insurance of any of the above insurance types throughout
11 the term of this Agreement. Any increase or decrease in insurance will be as
12 deemed by County of Orange Risk Manager as appropriate to adequately protect
13 COUNTY.

14 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
15 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
16 certificates of insurance and endorsements with COUNTY incorporating such
17 changes within thirty (30) days of receipt of such notice, this Agreement may
18 be in breach without further notice to CONTRACTOR, and COUNTY shall be
19 entitled to all legal remedies.

20 12.19 The procuring of such required policy or policies of insurance
21 shall not be construed to limit CONTRACTOR's liability hereunder nor to
22 fulfill the indemnification provisions and requirements of this Agreement, nor
23 act in any way to reduce the policy coverage and limits available from the
24 insurer.

25 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

26 CONTRACTOR shall report to COUNTY:

27 13.1 Any accident or incident relating to services performed under this
28 Agreement ~~which~~ **that** involves injury or property damage which may result in

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

3 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
4 from or relating ~~ed~~ to services performed by CONTRACTOR under this Agreement.
5 Such report shall be submitted to COUNTY within twenty-four (24) hours of
6 occurrence.

7 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
8 property. Such report shall be submitted to COUNTY within twenty-four (24)
9 hours of occurrence.

10 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
11 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
12 under the term of this Agreement. Such report shall be submitted to COUNTY
13 within twenty-four (24) hours of occurrence.

14 14. CONFLICT OF INTEREST

15 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
16 any actions or conditions that could result in a conflict with the best
17 interests of COUNTY. This obligation shall apply to CONTRACTOR and
18 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and
19 third parties associated with accomplishing the work hereunder.

20 14.2 CONTRACTOR's efforts shall include, but not be limited to,
21 establishing precautions to prevent its employees or agents from making,
22 receiving, providing, or offering gifts, entertainment, payments, loans or
23 other considerations which could be deemed to appear to influence individuals
24 to act contrary to the best interests of COUNTY.

25 15. ANTI-PROSELYTISM PROVISION

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

1 proselytization, except as otherwise permitted by law.

2 16. SUPPLANTING GOVERNMENT FUNDS

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

12 17. EQUIPMENT

13 17.1 All items purchased with funds provided under this Agreement, or
14 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
15 at least five thousand dollars (\$5,000), including sales tax, shall be
16 considered Capital Equipment. Title to all Capital Equipment shall, upon
17 purchase, vest and remain in COUNTY. The use of such items of Capital
18 Equipment is limited to the performance of this Agreement. Upon the
19 termination of this Agreement, CONTRACTOR shall immediately return any items
20 of Capital Equipment to COUNTY or its representatives, or dispose of them in
21 accordance with the directions of ADMINISTRATOR.

22 CONTRACTOR further agrees to the following:

23 17.1.1 To maintain all items of Capital Equipment in good
24 working order and condition, normal wear and tear excepted.

25 17.1.2 To label all items of Capital Equipment, do periodic
26 inventories as required by ADMINISTRATOR and to maintain an inventory list
27 showing where and how the Capital Equipment is being used, in accordance with
28 procedures developed by ADMINISTRATOR. All such lists shall be submitted to

1 ADMINISTRATOR within ten (10) days of any request therefore.

2 17.1.3 To report in writing to ADMINISTRATOR immediately after
3 discovery, the loss or theft of any items of Capital Equipment. For stolen
4 items, the local law enforcement agency must be contacted and a copy of the
5 police report submitted to ADMINISTRATOR.

6 17.1.4 To purchase a policy or policies of insurance covering
7 loss or damage to any and all Capital Equipment purchased under this
8 Agreement, in the amount of the full replacement value thereof, providing
9 protection against the classification of fire, extended coverage, vandalism,
10 malicious mischief and special extended perils (all risks) covering the
11 parties' interests as they appear.

12 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
13 requested in writing, shall require the prior written approval of
14 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
15 appropriate and directly related to CONTRACTOR's service or activity under the
16 terms of this Agreement. COUNTY may refuse reimbursement for any costs
17 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
18 if prior written approval has not been obtained from ADMINISTRATOR.

19 17.3 Personal Computer Equipment:

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

23 18. BREACH SANCTIONS

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

1 18.1 Afford CONTRACTOR a time period within which to cure the breach,
2 which period shall be established by ADMINISTRATOR; and/or

3 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
4 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
5 later recovery; and/or

6 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
7 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

10 19. PAYMENTS

11 19.1 Maximum Contractual Obligation:

12 The maximum obligation of COUNTY under this Agreement shall be
13 \$646,561.00 or actual allowable costs, whichever is less.

14 19.2 Allowable Costs:

15 During the term of this Agreement, COUNTY shall pay CONTRACTOR
16 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
17 pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by
18 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
19 for anticipated allowable costs that will be incurred by CONTRACTOR for June
20 2018, during the month of such anticipated expenditure.

21 19.3 Match:

22 In providing services pursuant to this Agreement, CONTRACTOR shall
23 provide a match in an amount no less than thirty percent (30%) of the amount
24 paid to CONTRACTOR by COUNTY during each year covered by this Agreement.
25 CONTRACTOR shall not use government funds to provide its match without prior
26 written approval by the government agency providing the funds and
27 ADMINISTRATOR. The match shall be reflected on the monthly invoice and shall
28 be deducted from payments made by COUNTY to CONTRACTOR. In the event there is

1 a portion of the match unpaid at the termination of this Agreement, it shall
2 be deducted from any monies owed CONTRACTOR by COUNTY or paid to COUNTY upon
3 demand.

4 19.4 Claims:

5 19.4.1 CONTRACTOR shall submit monthly claims to be received by
6 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
7 expenses incurred in the preceding month. In the event the twentieth (20th)
8 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
9 claim the next business day. COUNTY holidays include New Year's Day, Martin
10 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
11 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
12 Friday after Thanksgiving, and Christmas Day.

13 19.4.2 All claims must be submitted on a form approved by
14 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
15 source documents with the monthly claim, including, inter alia, a monthly
16 statement of services, general ledgers, supporting journals, time sheets,
17 invoices, canceled checks, receipts and receiving records, some of which may
18 be required to be copied. Source documents that CONTRACTOR must submit shall
19 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
20 shall retain all financial records in accordance with Paragraph 24 (Records,
21 Inspections, and Audits) of this Agreement.

22 19.4.3 Payments should be released by COUNTY within a reasonable
23 time period of approximately thirty (30) days after receipt of a correctly
24 completed claim form and required supporting documentation.

25 19.4.4 Year End and Final Claims:

26 19.4.4.1 Final claims for the term of July 1, 2017
27 through June 30, 2018, must be received no later than August 30, 2018 at 5:00
28 p.m.

1 19.4.4.2 Claims received after the date specified in
2 Subparagraph 19.4.4.1 may not be reimbursed. ADMINISTRATOR may, in its sole
3 discretion, modify the date upon which the final claim must be received upon
4 notice to CONTRACTOR.

5 19.4.4.3 The basis for final settlement shall be the
6 actual allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122~~, 2
7 CFR, Part 230, incurred and paid by CONTRACTOR pursuant to this Agreement;
8 limited, however, to the maximum obligation of COUNTY. In the event that any
9 overpayment has been made, COUNTY may offset the amount of the overpayment
10 against the final payment. In the event overpayment exceeds the final
11 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business
12 days of notice from COUNTY. Nothing herein shall be construed as limiting the
13 remedies of COUNTY in the event an overpayment has been made.

14 20. OVERPAYMENTS

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

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1 21. OUTSTANDING DEBT

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

5 22. FINAL REPORT

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

11 23. INDEPENDENT AUDIT

12 23.1 CONTRACTOR shall employ a licensed certified public accountant who
13 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
14 related expenditures during the term of this Agreement in compliance with the
15 ~~OMB Circular A 133, Audits of States, Local Governments and Non Profit~~
16 ~~Organizations~~ 31 USC 7501-7507, as well as its implementing regulations under
17 2 CFR Part 200, Uniform Administrative, Cost Principals, and Audit Regulations
18 for Federal Awards. The audit must be performed in accordance with generally
19 accepted government auditing standards and Title 2 CFR Part 230. CONTRACTOR
20 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
21 corrective action is taken within six (6) months after issuance of all audit
22 reports with regard to audit exceptions.

23 23.2 It is mutually understood that CONTRACTOR's organize-wide audit
24 covers fiscal years beginning July 1 and ending June 30. CONTRACTOR agrees to
25 provide ADMINISTRATOR with a copy of its organization-wide audit for the
26 period July 1, 2017, through June 30, 2018, by August 30, 2018. Failure to
27 provide a copy of the organization-wide audits, for the period July 1, 2017,
28 through June 30, 2018, shall be sufficient cause for ADMINISTRATOR, in its

1 sole discretion, to deny payment under this or any subsequent Agreement with
2 CONTRACTOR until such time as the required audits are provided to
3 ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify the date
4 upon which the organization-wide audits must be received, upon notice to
5 CONTRACTOR.

6 24. RECORDS, INSPECTIONS AND AUDITS

7 24.1 Financial Records:

8 24.1.1 CONTRACTOR shall prepare and maintain accurate and
9 complete financial records. Financial records shall be retained, by
10 CONTRACTOR, for a minimum of five (5) years from the date of final payment
11 under this Agreement or until all pending COUNTY, State and Federal audits are
12 completed, whichever is later.

13 24.1.2 CONTRACTOR shall establish and maintain reasonable
14 accounting, internal control and financial reporting standards in conformity
15 with generally accepted accounting principles established by the American
16 Institute of Certified Public Accountants and to the satisfaction of
17 ADMINISTRATOR.

18 24.2 Client Records:

19 24.2.1 CONTRACTOR shall prepare and maintain accurate and
20 complete records of clients served and dates and type of services provided
21 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

22 24.2.2 ~~All client records related to services provided under the~~
23 ~~terms of this Agreement shall be retained by~~ CONTRACTOR shall keep all COUNTY
24 data provided to CONTRACTOR during the term(s) of this Agreement for a minimum
25 of five (5) years from the date of final payment under this Agreement or until
26 all pending COUNTY, State and Federal audits are completed, whichever is
27 later. These records shall be stored in Orange County, unless CONTRACTOR
28 requests and COUNTY provides written approval for the right to store the

1 records in another county. Notwithstanding anything to the contrary, upon
2 termination of this Agreement, CONTRACTOR shall relinquish control with
3 respect to ~~client records~~ COUNTY data to COUNTY in accordance with
4 Subparagraph 44.2.

5 24.2.3 COUNTY may refuse payment for a claim if client records
6 are determined by COUNTY to be incomplete or inaccurate. In the event client
7 records are determined to be incomplete or inaccurate after payment has been
8 made, COUNTY may treat such payment as an overpayment within the provisions of
9 this Agreement.

10 24.3 Public Records:

11 ~~With the exception of client records or other records referenced~~
12 ~~in Paragraph 31, entitled Confidentiality,~~ To the extent permissible under the
13 law, all records, including but not limited to, reports, audits, notices,
14 claims, statements and correspondence, required by this Agreement may be
15 subject to public disclosure. COUNTY will not be liable for any such
16 disclosure.

17 24.4 Inspections and Audits:

18 24.4.1 The U.S. Department of Health and Human Services,
19 Comptroller General of the United States, Director of CDSS, State Auditor-
20 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
21 Department, or any of their authorized representatives, shall have access to
22 any books, documents, papers and records, including medical records, of
23 CONTRACTOR which any of them may determine to be pertinent to this Agreement
24 for the purpose of financial monitoring. Further, all the above mentioned
25 persons have the right at all reasonable times to inspect or otherwise
26 evaluate the work performed or being performed under this Agreement and the
27 premises in which it is being performed.

28 24.4.2 CONTRACTOR shall make its books and financial records

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

3 24.4.3 In the event CONTRACTOR does not make available its books
4 and financial records within the borders of Orange County, CONTRACTOR agrees
5 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
6 designee, necessary to obtain CONTRACTOR's books and financial records.

7 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of
8 COUNTY's liability to the State or Federal government or any agency thereof
9 resulting from any disallowances or other audit exceptions to the extent that
10 such liability is attributable to CONTRACTOR's failure to perform under this
11 Agreement.

12 24.5 Evaluation Studies:

13 24.5.1 CONTRACTOR shall participate as requested by COUNTY in
14 research and/or evaluative studies designed to show the effectiveness and/or
15 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
16 project.

17 25. PERSONNEL DISCLOSURE

18 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
19 all personnel providing services hereunder, including résumés and job
20 applications. Changes to the list will be immediately provided to
21 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
22 application. The list shall include:

23 25.1.1 Names and dates of birth of all full or part-time
24 personnel by title, including volunteer personnel, whose direct services are
25 required to provide the programs described herein;

26 25.1.2 A brief description of the functions of each position and
27 the hours each person works each week; or for part-time personnel, each day or
28 month, as appropriate;

1 25.1.3 The professional degree, if applicable, and experience
2 required for each position; and

3 25.1.4 The language skill, if applicable, for all personnel.

4 25.2 Where authorized by law, CONTRACTOR's employment applications
5 shall require applicants to provide detailed information regarding the
6 conviction of a crime by any court, for offenses other than minor traffic
7 offenses. Information not disclosed in the employment application discovered
8 subsequent to the hiring or promotion of any applicant shall be cause for
9 termination of that employee from the performance of services under this
10 Agreement.

11 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
12 COUNTY, a clearance on the following public websites the names and dates of
13 birth for all employees and/or volunteers who will have direct, interactive
14 contact with clients served through this Agreement: U.S. Department of Justice
15 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
16 Registry (www.meganslaw.ca.gov).

17 25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
18 COUNTY, a criminal record background check on all employees (direct service
19 and administrative) funded through this Agreement and also all non-funded
20 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
21 interactive contact with clients served through this Agreement. Background
22 checks conducted through the California Department of Justice shall include a
23 check of the California Central Child Abuse Index, when
24 applicable. Candidates will satisfy background checks consistent with this
25 paragraph and their performance of services under this Agreement.

26 25.5 In the event a record is revealed through the processes described
27 in Subparagraphs 25.3 and 25.4, COUNTY will be available to consult with
28 CONTRACTOR on appropriateness of personnel providing services through this

1 Agreement.

2 25.6 CONTRACTOR warrants that all persons employed or otherwise
3 assigned by CONTRACTOR to provide services under this Agreement have
4 satisfactory past work records and/or reference checks indicating their
5 ability to perform the required duties and accept the kind of responsibility
6 anticipated under this Agreement. CONTRACTOR shall maintain records of
7 background investigations and reference checks undertaken and coordinated by
8 CONTRACTOR for each employee and/or volunteer assigned to provide services
9 under this Agreement for a minimum of five (5) years from the date of final
10 payment under this Agreement or until all pending COUNTY, State and Federal
11 audits are completed, whichever is later, in compliance with all applicable
12 laws.

13 25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
14 arrest and/or subsequent conviction, for offenses other than minor traffic
15 offenses, of any paid employee and/or volunteer staff performing services
16 under this Agreement, when such information becomes known to CONTRACTOR.
17 ADMINISTRATOR may determine whether such employee and/or volunteer may
18 continue to provide services under this Agreement and shall provide notice of
19 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
20 with ADMINISTRATOR's decision shall be deemed a material breach of this
21 Agreement, pursuant to Paragraph 18 above.

22 25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
23 staff performing work hereunder and any proposed changes in CONTRACTOR's
24 staff.

25 25.9 COUNTY shall have the right to require CONTRACTOR to remove any
26 employee from the performance of services under this Agreement. At the
27 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

28 25.10 CONTRACTOR shall notify COUNTY immediately when staff is

1 terminated for cause from working on this Agreement.

2 25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
3 Paragraph 255, shall not relieve CONTRACTOR of its obligation to complete all
4 work in accordance with the terms and conditions of this Agreement.

5 26. SMOKE FREE ENVIRONMENT

6 CONTRACTOR shall be in compliance with Health and Safety (H&S) Code
7 Sections 1530.7 and 118948 and CCR, Title 22, Division 6, Chapter 9.5, Article
8 3, Section 89374(a)(1), which precludes anyone from smoking inside a motor
9 vehicle.

10 26.1 H&S Code Section 1530.7 extends the health and safety protection
11 specifically to foster children by providing that:

12 26.1.1 Persons who are licensed or certified to provide
13 residential care in a foster family home or certified family home shall not
14 smoke or permit any other person to smoke inside the facility, or on the
15 outdoor grounds when the Foster Youth/NMD is present:

16 26.1.2 In addition, a person licensed or certified to provide
17 residential foster care shall not smoke in any motor vehicle regularly used to
18 transport the child.

19 27. EMPLOYMENT ELIGIBILITY VERIFICATION

20 As applicable, CONTRACTOR warrants that it fully complies with all
21 Federal and State statutes and regulations regarding the employment of aliens
22 and others, and that all its employees performing work under this Agreement
23 meet the citizenship or alien status requirement set forth in Federal statutes
24 and regulations. CONTRACTOR shall obtain, from all employees performing work
25 hereunder, all verification and other documentation of employment eligibility
26 status required by Federal or State statutes and regulations including, but
27 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC
28 Section 1324 et seq., as they currently exist and as they may be hereafter

1 amended. CONTRACTOR shall retain all such documentation for all covered
2 employees for the period prescribed by the law. CONTRACTOR shall indemnify,
3 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
4 its agents, officers and employees from employer sanctions and any other
5 liability which may be assessed against CONTRACTOR or COUNTY or both in
6 connection with any alleged violation of any Federal or State statutes or
7 regulations pertaining to the eligibility for employment of any persons
8 performing work under this Agreement.

9 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

10 28.1 In order to comply with child support enforcement requirements of
11 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
12 of the award of this Agreement:

- 13 (a) in the case of an individual contractor, his/her name, date of
14 birth, Social Security number and residence address;
- 15 (b) in the case of a contractor doing business in a form other than as
16 an individual, the name, date of birth, Social Security number and
17 residence address of each individual who owns an interest of ten
18 percent (10%) or more in the contracting entity;
- 19 (c) a certification that CONTRACTOR has fully complied with all
20 applicable Federal and State reporting requirements regarding its
21 employees; and
- 22 (d) a certification that CONTRACTOR has fully complied with all
23 lawfully served Wage and Earnings Assignment Orders and Notices of
24 Assignment, and will continue to so comply.

25 28.2 The failure of CONTRACTOR to timely submit the data or
26 certifications required by subsections (a), (b), (c), or (d), or to comply
27 with all Federal and State employee reporting requirements for child support
28 enforcement or to comply with all lawfully served Wage and Earnings Assignment

1 Orders and Notices of Assignment shall constitute a material breach of this
2 Agreement, and failure to cure such breach within sixty (60) calendar days of
3 notice from COUNTY shall constitute grounds for termination of this Agreement.

4 28.3 It is expressly understood that this data will be transmitted to
5 governmental agencies charged with the establishment and enforcement of child
6 support orders, and for no other purpose.

7 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

25 31. CONFIDENTIALITY

26 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
27 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
28 and all other provisions of law, and regulations promulgated thereunder

1 relating to privacy and confidentiality, as each may now exist or be hereafter
2 amended.

3 31.2 All records and information concerning any and all persons
4 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
5 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,
6 agents, and subcontractors ~~CONTRACTOR's staff, agents, employees and~~
7 ~~volunteers~~. CONTRACTOR shall require all of its employees, volunteers,
8 agents, subcontractors ~~and volunteer staff~~ and partners who may provide
9 services for CONTRACTOR under this Agreement to sign an agreement with
10 CONTRACTOR before commencing the provision of any such services, to maintain
11 the confidentiality of any and all materials and information with which they
12 may come into contact, or the identities or any identifying characteristics or
13 information with respect to any and all participants referred to CONTRACTOR by
14 COUNTY, except as may be required to provide services under this Agreement or
15 to those specified in this Agreement as having the capacity to audit
16 CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall
17 comply with any audits specified in Paragraph 244, provide reports and any
18 other information required by COUNTY in the administration of this Agreement,
19 and as otherwise permitted by law.

20 31.3 CONTRACTOR shall inform all of its employees, volunteers, agents,
21 subcontractors, ~~volunteers~~ and partners of this provision and that any person
22 violating the provisions of said California state law may be guilty of a
23 crime.

24 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
25 be subject to the confidentiality requirements of this Agreement.

26 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
27 with respect to Juvenile Court matters, in accordance with WIC Section 827,
28 all applicable statutes, caselaw, and Orange County Juvenile Court Policy

1 regarding Confidentiality, as it now exists or may hereafter be amended.

2 31.5.1 No access, disclosure or release of information regarding
3 a child who is the subject of Juvenile Court proceedings shall be permitted
4 except as authorized. If authorization is in doubt, no such information shall
5 be released without the written approval of a Judge of the Juvenile Court.

6 31.5.2 CONTRACTOR must receive prior written approval of the
7 Juvenile Court before allowing any child to be interviewed, photographed or
8 recorded by any publication or organization or to appear on any radio,
9 television or internet broadcast or make any other public appearance. Such
10 approval shall be requested through child's Social Worker.

11 32. SECURITY

12 32.1 CONTRACTOR shall immediately notify COUNTY of any and all
13 unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is
14 aware or has knowledge. After such notification, CONTRACTOR shall, at its own
15 expense:

16 32.1.1 Investigate to determine the nature and extent of the
17 unauthorized disclosure.

18 32.1.2 Contain the incident by, among things, attempting to
19 recover records, revoking access and/or correcting weaknesses in security.
20 CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred
21 by COUNTY arising out of or in connection with the unauthorized disclosure as
22 legally required.

23 32.1.3 For services provided under this Agreement, CONTRACTOR
24 shall ensure that all confidential information must be held in the strictest
25 confidence, can only be accessed by those with a need to know and is protected
26 to prevent unauthorized or inadvertent access. Confidential electronic
27 information must be stored in an encrypted format. Confidential information
28 stored in a paper format must be transported, handled, secured and destroyed

1 in a manner that to prevent unauthorized access.

2 33. COPYRIGHT ACCESS

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

7 34. WAIVER

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

16 35. PETTY CASH

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

19 36. PUBLICITY

20 36.1 Information and solicitations, prepared and released by
21 CONTRACTOR, concerning the services provided under this Agreement shall state
22 that the program, wholly or in part, is funded through COUNTY, State and
23 Federal government funds

24 36.2 CONTRACTOR shall not disclose any details in connection with this
25 Agreement to any person or entity except as may be otherwise provided
26 hereunder or required by law. However, in recognizing CONTRACTOR's need to
27 identify its services and related clients to sustain itself, COUNTY shall not
28 inhibit CONTRACTOR from publishing its role under this Agreement within the

1 following conditions:

2 36.2.1 CONTRACTOR shall develop all publicity material in a
3 professional manner; and

4 36.2.2 During the term of this Agreement, CONTRACTOR shall not,
5 and shall not authorize another to, publish or disseminate any commercial
6 advertisements, press releases, feature articles, or other materials using the
7 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
8 unreasonably withhold written consent.

9 36.3 COUNTY owns all rights to the name, logos and symbols of COUNTY.
10 The use and/or reproduction of COUNTY's name and/or logo for any purpose,
11 including commercial advertisement, promotional purposes, announcements,
12 displays or press releases, without COUNTY's prior written consent is
13 expressly prohibited.

14 37. COUNTY RESPONSIBILITIES

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

17 38. REFERRALS

18 38.1 CONTRACTOR shall provide services to individuals referred by
19 ADMINISTRATOR.

20 39. REPORTS

21 39.1 CONTRACTOR shall provide information deemed necessary by
22 ADMINISTRATOR to complete any State-required reports related to the services
23 provided under this Agreement.

24 39.2 CONTRACTOR shall maintain records and submit reports containing
25 such data and information regarding the performance of CONTRACTOR's services,
26 costs or other data relating to this Agreement, as may be requested by
27 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
28 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

1 40. ENERGY EFFICIENCY STANDARDS

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

5 41. ENVIRONMENTAL PROTECTION STANDARDS

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

11 41.1 No facility to be utilized in the performance of the proposed
12 grant has been listed on the EPA List of Violating Facilities;

13 41.2 It will notify COUNTY prior to award of the receipt of any
14 communication from the Director, Office of Federal Activities, U.S. EPA,
15 indicating that a facility to be utilized for the grant is under consideration
16 to be listed on the EPA List of Violating Facilities; and

17 41.3 It will notify COUNTY and EPA about any known violation of the
18 above laws and regulations.

19 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
20 FEDERAL TRANSACTIONS

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

ATTACHMENT D

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

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

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

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

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

27 C. Submission of this certification and disclosure is a
28 prerequisite for making or entering into this Agreement imposed by Section

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

5 43. POLITICAL ACTIVITY

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

9 44. TERMINATION PROVISIONS

10 44.1 ADMINISTRATOR may terminate this Agreement without penalty
11 immediately with cause or after thirty (30) days written notice without cause,
12 unless otherwise specified. Notice shall be deemed served on the date of
13 mailing. Cause shall be defined as include but not limited to any breach of
14 contract, any partial misrepresentation whether negligent or willful, or fraud
15 on the part of CONTRACTOR, discontinuance of the services for reasons within
16 CONTRACTOR's reasonable control, and repeated or continued violations of
17 COUNTY ordinances unrelated to performance under this Agreement that in the
18 reasonable opinion of COUNTY indicate a willful or reckless disregard for
19 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
20 terminate this Agreement shall relieve COUNTY of all further obligations under
21 this Agreement.

22 44.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days
23 prior to the expiration date of this Agreement, or upon notice of termination
24 of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with
25 ADMINISTRATOR in the orderly transfer of service responsibilities, active case
26 records, and pertinent documents. The Transition Period may be modified as
27 agreed upon in writing by the Parties. During the Transition Period, service
28 and data access shall continue to be made available to COUNTY without

1 alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
2 transitioning all data in the format determined by COUNTY.

3 44.3 In the event of termination of this Agreement, cessation of
4 business by CONTRACTOR or any other event preventing CONTRACTOR from
5 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
6 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
7 requested to do so on such media as reasonably requested by COUNTY, even if
8 COUNTY is then or is alleged to be in breach of this Agreement.

9 44.4 The obligations of COUNTY under this Agreement are contingent upon
10 the availability of Federal and/or State funds, as applicable, for the
11 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
12 for the services hereunder in the budget approved by the Orange County Board
13 of Supervisors each fiscal year this Agreement remains in effect or operation.
14 In the event that such funding is terminated or reduced, ADMINISTRATOR may
15 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
16 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
17 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
18 notification of such determination. CONTRACTOR shall immediately comply with
19 ADMINISTRATOR's decision.

20 44.5 If any term, covenant, condition, or provision of this Agreement
21 or the application thereof is held invalid, void, or enforceable, the
22 remainder of the provisions in this Agreement shall remain in full force and
23 effect and shall in ~~not~~ no way be affected, impaired, or invalidated thereby.

24 45. GOVERNING LAW AND VENUE

25 This Agreement has been negotiated and executed in the State of
26 California and shall be governed by and construed under the laws of the State
27 of California, without reference to conflict of law provisions. In the event
28 of any legal action to enforce or interpret this Agreement, the sole and

1 exclusive venue shall be a court of competent jurisdiction located in Orange
2 County, California, and the parties hereto agree to and do hereby submit to
3 the jurisdiction of such court, notwithstanding Code of Civil Procedure
4 Section 394. Furthermore, the parties specifically agree to waive any and all
5 rights to request that an action be transferred for trial to another county.

6 46. SIGNATURE IN COUNTERPARTS

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

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

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ATTACHMENT D

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: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

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 ~~biological families~~ or 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.

ATTACHMENT D

1 2.2 CONTRACTOR's workload standards ~~with respect to Exhibit A to this~~
2 ~~Agreement~~ are as follows:

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

5 ~~2.2.2 CONTRACTOR shall fill one thousand eight hundred (1,800)~~
6 ~~non-emergent requests for services and goods through donations and existing~~
7 ~~community resources.~~

8 2.2.3 One hundred (100) percent of non-emergent requests shall
9 be filled within (10) business days.

10 3. HOURS OF OPERATION

11 3.1 CONTRACTOR shall provide services and deliveries during hours that
12 are responsive to the needs of the target population(s) as determined by
13 ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through
14 Friday, from 8:00 a.m. to 5:00 p.m., ~~except COUNTY holidays as, except COUNTY~~
15 ~~holidays as established by the Orange County Board of Supervisors.~~ At a
16 minimum, Contractor shall conduct ~~Delivery deliveries~~ of items and services
17 ~~shall occur~~ Monday through Friday between the hours of 9:00 a.m. and 8:00
18 p.m. Services and Deliveries may occur on Saturdays ~~and~~ on a case-by-case
19 basis. ~~on Saturday.~~ Services and Deliveries are not required on County
20 holidays, but ~~However,~~ CONTRACTOR is encouraged to provide the contracted
21 services on holidays, whenever possible.

22 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
23 schedule which is as follows: New Year's Day, Martin Luther King Day,
24 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
25 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
26 Thanksgiving and Christmas Day. CONTRACTOR shall obtain prior written
27 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
28 schedule or the hours in Section 3.1. Any unauthorized closure shall be

1 deemed a material breach of this Agreement, pursuant to Paragraph 18, and
2 shall not be reimbursed.

3 3.3 ~~CONTRACTOR shall maintain hours of operation as stated in this~~
4 ~~Paragraph 3 of this Exhibit A throughout the year as determined by~~
5 ~~ADMINISTRATOR to meet needs of the service population.~~

6 4. SERVICES

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

10 4.1 Basic Needs:

11 4.1.1 CONTRACTOR shall receive written referrals from
12 ADMINISTRATOR, via facsimile or email, specified as emergent or non-emergent
13 by the assigned Senior Social Worker (hereafter referred to as "SSW").

14 4.1.1.1 Emergent basic needs are goods required to
15 preserve or reunify families and must be filled within ~~one (1) to~~ three (3)
16 business days ~~or as approved by ADMINISTRATOR~~, directly to FAMILY or the
17 assigned SSW. Items include, but are not limited to, new mattresses and bed
18 frames, beds, bed linens, working refrigerators, blankets, food staples, ~~and~~
19 ~~in some instances~~, food gift cards and clothing gift cards, diapers, car
20 seats, and food boxes. ~~—, etc.~~

21 4.1.1.2 Non-emergent basic needs are items required
22 to preserve or maintain families but are not needed immediately and must be
23 filled within ten (10) business days. These items include, but are not
24 limited to, dressers, kitchenware, and vacuum cleaners. ~~—, etc.~~

25 4.1.1.3 ADMINISTRATOR at its sole discretion shall
26 deem an item emergent or non-emergent.

27 4.1.2 CONTRACTOR shall deliver all items or link FAMILIES to
28 ~~entities that can provide services free or for a low cost. directly and~~

ATTACHMENT D

1 Contractor shall make deliveries throughout Orange County and to contiguous
2 counties.

3 4.1.3 CONTRACTOR, as time permits, shall retrieve items
4 provided to FAMILIES excluding mattresses when notified by the assigned SSW or
5 Resource Development Management (RDM) that the child(ren) are no longer
6 residing in the home.

7 4.1.4 CONTRACTOR shall develop and maintain a system that
8 identifies existing community resources throughout Orange County and
9 contiguous counties. Community based resources must be updated on an ongoing
10 basis to ensure accuracy. Contractor shall contact at least five (5)
11 community based resources a month for updates. ~~Updates of resources will occur
12 through a minimum of five (5) contacts of resource agencies each month.~~

13 4.1.5 CONTRACTOR shall make a minimum of two (2) presentations
14 a month, ~~monthly at~~ to entities such as civic organizations, businesses, and
15 faith-based organizations, ~~etc.~~ in order to maintain ongoing in-kind donations
16 of basic needs items.

17 4.1.6 CONTRACTOR shall participate, each year, in a minimum of
18 four (4) community based ~~collaborations~~ events for resource identification and
19 development.

20 4.1.7 CONTRACTOR shall store the most commonly requested basic
21 needs items, such as beds, donated non-perishable food, personal hygiene
22 items, clothing, infant items, and furniture in a centrally located facility
23 in Orange County.

24 4.1.8 CONTRACTOR shall inspect, clean, and repair all donated
25 items as necessary, to be delivered to FAMILIES in sanitary condition and
26 working order.

27 4.1.9 To ensure compliance with child passenger safety laws,
28 CONTRACTOR shall:

ATTACHMENT D

1 4.1.9.1 Be knowledgeable in child passenger safety in
2 accordance with current law;

3 4.1.9.2 Ensure that Paraprofessional staff complete
4 the National Highway Transportation Safety Administration (NHTSA)
5 certification training on the correct installation and usage of car seats;

6 4.1.9.3 Have a ~~Paraprofessional, or other trained~~
7 ~~professional who possesses certification referenced in Subparagraph 4.1.9.2~~
8 ~~of this Exhibit A,~~ trained professional who possesses certification accompany
9 the delivery of car seats during emergencies or when reasonably available ~~when~~
10 ~~required by ADMINISTRATOR, and also whenever possible to demonstrate the~~
11 correct installation and usage for the caregiver, provide resources to have
12 the car seat checked for correct installation, and provide printed information
13 regarding child passenger safety to the caregiver; and

14 4.1.9.4 Attach printed information regarding child
15 passenger safety and resources to have the car seat check for correct
16 installation to each car seat being delivered to a caregiver when a
17 ~~Paraprofessional~~ trained professional who possesses certification cannot
18 accompany the delivery of the car seat in person. CONTRACTOR shall obtain
19 child passenger safety information through www.ockeepkidssafe.org, Automobile
20 Club of Southern California's "Birth to Boosters" brochures, and other
21 resources.

22 4.2 Placement Preparation Services:

23 4.2.1 CONTRACTOR shall receive from ADMINISTRATOR a written
24 referral, via facsimile or email, identifying ~~necessary~~ home repairs and/or
25 modifications necessary to comply with State requirements prior to placing a
26 child in the home. Placement preparation needs may include, but are not
27 limited to, purchase and installation of pool/spa safety barriers, window
28 repairs, and smoke detectors.

1 4.2.2 Placement preparation services will consist of, but not
2 be limited to, referrals to local businesses for work estimates and assistance
3 with coordination of the work.

4 4.2.3 Placement preparation requests shall be completed as
5 quickly as possible to expedite the placement of the child.

6 4.3 Quality Assurance:

7 4.3.1 Utilization Review: CFS Program Liaison and Contract
8 Administrator will conduct Utilization Reviews (URs) to evaluate the
9 CONTRACTOR's compliance with required documentation, record-keeping, and
10 service delivery performance. Contract Administrator will determine the
11 frequency of the URs and provide advance notification to CONTRACTOR to ensure
12 that specified staff are in attendance. Administrator shall provide
13 CONTRACTOR oral and written feedback regarding UR findings. In the event that
14 unresolved differences of opinion arise regarding the UR findings, the dispute
15 shall be submitted to CFS Director for final resolution.

16 4.3.2 CONTRACTOR shall utilize a Total Quality Management-based
17 perspective on the evaluation of the Basic Needs and Placement Preparation
18 Services which includes but is not limited to: Participant Feedback; SSW
19 Feedback; Program Diagnostic Review; and Financial and Assets Review. To
20 ensure FAMILY and SSW satisfaction with service delivery, CONTRACTOR shall:

21 4.3.2.1 Provide recipient of basic needs goods and/or
22 placement preparation services a postage-paid postcard client satisfaction
23 survey upon completion of delivering basic needs goods or upon completion of
24 placement preparation services.

25 4.3.2.2 CONTRACTOR will contact a minimum of ten (10)
26 families monthly to complete client satisfaction surveys. CONTRACTOR will
27 provide ADMINISTRATOR with completed client satisfaction surveys on a monthly
28 basis.

ATTACHMENT D

1 4.3.2.3 Contact the SSW within ten (10) business days
2 of delivering items to determine whether the items are meeting the needs of
3 FAMILY.

4 ~~4.3.2.4~~ Survey a random selection of **five (5)** ~~fifteen~~
5 ~~(15) to twenty (20)~~ referring SSWs monthly. ~~a minimum of two (2) times~~
6 ~~annually on program satisfaction.~~

7 4.4 Staff Training:

8 4.4.1 At minimum and at no cost to COUNTY, CONTRACTOR shall
9 ensure that Program Supervisor II and Paraprofessional complete the following:

10 4.4.1.1 An initial seven (7) hour training course on
11 spousal/partner abuse/domestic violence issues must be completed within six
12 (6) months of hiring.

13 4.4.1.2 A six (6) hour refresher training course on
14 spousal/partner abuse/domestic violence issues within the period covered by
15 the term of this Agreement.

16 4.4.2 CONTRACTOR shall be required to send staff to COUNTY-
17 sponsored training if requested by SSA.

18 4.4.3 Paraprofessional staff shall complete the NHTSA
19 certification training in the proper installation of a car seat and shall
20 demonstrate correct installation and usage for caregivers when accompanying
21 the delivery of car seats.

22 4.4.4 Direct services staff shall complete CONTRACTOR's Basic
23 Needs Training Programs, which includes but is not limited to:

24 4.4.4.1 Overview of the Orange County Child Abuse
25 Prevention Center - Agency Mission, History of Organization, Outline of
26 Programs, Basic Needs Services Program Role with the Organization, and Client
27 Confidentiality);

28 4.4.4.2 Safety - Personal safety in the field, driver

1 safety, warehouse and occupational safety, handling emergencies, crisis
2 intervention techniques, and basics of conflict resolution;

3 4.4.4.3 Dynamics of the Family - Overview of Issues
4 Faced by Families (i.e., poverty, domestic violence, and child abuse),
5 Cultural Awareness, Supporting Self-Sufficiency, and Developing Professional
6 Boundaries; and

7 4.4.4.4 Documentation - Agency Paperwork, COUNTY
8 paperwork, and Data Entry Procedure.

9 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

10 ~~In addition to providing the services described in Paragraph 4 of this~~
11 ~~Exhibit A, CONTRACTOR agrees to:~~

12 5.1 Provide a listing of community resources including, but not
13 limited to: Family Resource Centers, food banks, offices to apply for the
14 Woman, Infant and Children (WIC) program, and other government assistance
15 programs, ~~resource guide, complete with referrals,~~ to FAMILY at the time of
16 delivery.

17 5.2 ~~Cooperate with ADMINISTRATOR in establishing and meeting~~
18 ~~performance outcomes as they may be developed and implemented throughout the~~
19 ~~term of this Agreement.~~

20 5.3 Document each request for goods or linkage to resources at the
21 time of the request.

22 5.4 Provide written confirmation regarding resources provided to
23 FAMILY to the SSW within three (3) business days of delivery;

24 5.5 Notify the SSW by e-mail or telephone of requests for goods or
25 linkage to emergency resources that take longer than three (3) business days
26 to fill; and

27 5.6 Evaluate basic needs requests and response times to the requests
28 based on ~~weekly~~ status reports as requested by ADMINISTRATOR completed by the

1 Resource Information Clerk and Paraprofessional staff.

2 5.7 Develop and maintain on a weekly basis a database of donated items
3 in inventory at the warehouse storage site.

4 5.8 Develop and maintain on listing of community-based resources that
5 are culturally and linguistically appropriate for at-risk FAMILIES and
6 represent all ~~five (5) regions~~ of Orange County. The resource lists shall
7 include, but are not limited to:

8 5.8.1 Faith-based organizations, Family Resource Centers, and
9 community-based organizations that provide shelter and low income housing.

10 5.8.2 Services for the physically challenged.

11 5.8.3 Legal aid.

12 5.8.4 Emergency assistance (food, clothing).

13 5.8.5 Substance abuse services and recovery homes.

14 5.8.6 Food banks.

15 5.8.7 Financial assistance resources.

16 5.8.8 Employment and job training programs.

17 5.8.9 Routine and emergency Medi-Cal services.

18 5.8.10 Medical and dental care.

19 5.8.11 Childcare and respite resources.

20 5.8.12 Counseling services.

21 5.8.13 Low-income housing resources, local housing authorities,
22 etc.

23 5.8.14 Domestic violence shelters.

24 5.9 Maintain separate databases for inventory and community-based
25 resources.

26 5.10 Special Incident Reporting Requirements:

27 5.10.1 CONTRACTOR shall make telephone contact with the SSW, the
28 SSW's supervisor, or the CFS Officer of the Day immediately in the event of

1 any incident of unusual, aggressive, or high-risk behavior by a FAMILY, or any
2 unusual incident experienced by CONTRACTOR as directly related to this
3 Agreement, of if there are any injuries suffered by any part in the delivery
4 of services to a FAMILY. In the event CONTRACTOR is not able to speak
5 directly with the SSW, the SSW's supervisor, or CFS Officer of the Day,
6 CONTRACTOR shall leave a voice message for the Officer of the Day.

7 5.10.2 CONTRACTOR shall document the incident by completing the
8 Special Incident Report form provided by ADMINISTRATOR and must submit the
9 form to the CFS Program Liaison and Contract Administrator within one (1)
10 business day of the incident and must place a copy in FAMILY's case file.

11 6. FACILITIES

12 6.1 Administrative services under this Agreement shall be provided at:

13 Orange County Child Abuse Prevention Center
14 2390 Orangewood Avenue, Suite 300
15 Anaheim, CA 92806
16

17 6.2 Storage of basic needs and placement preparation items under this
18 Exhibit A shall be provided at CONTRACTOR's separate warehouse facility.

19 6.3 ~~In addition to the above locations, CONTRACTOR shall utilize the~~
20 ~~homes for delivery of items to FAMILIES referred for services or facilities~~
21 ~~where social workers are located.~~

22 6.4 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
23 facility(ies) and location(s) where services shall be provided without
24 changing COUNTY's maximum obligation.

25 7. FAMILY CASE RECORDS

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

28 7.1.1 Referral form,

1 7.1.2 Date(s) of services and/or deliveries.

2 7.1.3 Date(s) of contacts or attempted contacts with CFS staff
3 and referred FAMILIES, and

4 7.1.4 Records indicating donated items and referrals to
5 community resources that are given to each FAMILY.

6 7.2 All CLIENT records, as well as the database for warehouse
7 inventory, shall be retained at CONTRACTOR's warehouse office at the address
8 indicated in Subparagraph 6.2 of this Exhibit A or as otherwise agreed to
9 pursuant to Subparagraph 6.3 of this Exhibit A.

10 8. REPORTS

11 8.1 CONTRACTOR shall complete a Special Incident Report form for
12 incidents described in Subparagraph 5.10.1 and required in Subparagraph
13 5.10.2.

14 8.2 CONTRACTOR shall submit to Contract Administrator a monthly
15 Workload Standards Report on a form provided by ADMINISTRATOR, by the tenth
16 (10th) calendar day of each month for the preceding month, which shall include
17 the following information:

18 8.2.1 Number of referrals received;

19 8.2.2 Number of referrals completed;

20 8.2.3 Number of referrals partially filled;

21 8.2.4 Number of referrals unfilled;

22 8.2.5 Referral source; and

23 8.2.6 Delivery activity.

24 8.2.6.1 Emergent items delivered in three (3)
25 business days or less, emergent items delivered in more than three (3)
26 business days with ADMINISTRATOR'S approval and total number of emergent items
27 delivered;

28 8.2.6.2 Non-Emergent items delivered in ten (10)

ATTACHMENT D

1 business days or less, non-emergent items delivered in more than ten (10)
2 business days with ADMINISTRATOR'S approval and total number of non-emergent
3 items delivered;

4 8.2.6.3 Total number of all requests delivered;

5 8.2.7 Requests filled exclusively through donations and
6 existing community resources;

7 8.2.8 Requests filled exclusively through purchase(s);

8 8.2.9 Requests filled through a combination of donations,
9 existing community resources and purchase(s);

10 8.2.10 Number of items declined by FAMILIES;

11 8.2.11 Number of contacts made to keep community resource
12 information current;

13 8.2.12 Number of presentations made to maintain ongoing
14 donations;

15 8.2.13 Total dollar value of donations received; and

16 8.2.14 Number of items procured through donation, community
17 resources and/or purchase.

18 8.3 Reports to referring social workers identifying the resources
19 provided to each FAMILY.

20 8.4 Any additional information regarding the program's progress shall
21 be prepared in a format approved by ADMINISTRATOR. ~~ADMINISTRATOR may, in its~~
22 ~~sole discretion, add, delete, waive or otherwise modify individual reporting~~
23 ~~requirements as stated in this paragraph.~~

24 9. MEETINGS

25 9.1 CONTRACTOR shall attend ~~Contractors' Forum Meetings~~ meetings, as
26 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⁽¹⁾</u>	<u>Max Hourly Rate⁽²⁾</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
Warehouse Support	0.25	\$11.44	0.0
SUBTOTAL DIRECT SERVICE SALARIES			\$120,563.04
DIRECT SERVICE BENEFITS (17% TOTAL) ⁽³⁾			\$21,701.35
TOTAL DIRECT SALARIES AND BENEFITS			\$142,264.39
<u>ADMINISTRATIVE POSITIONS</u>			
Executive Director	0.03	\$60.00	\$3,744.00
Vice President of Operations and Programs	0.00	\$45.00	\$0.00
Director of Finance and Operations	0.10	\$39.00	\$8,112.00
Program Supervisor I	0.50	\$23.50	0.0
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
Executive Assistant	0.03	\$24.00	0.0
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) ⁽³⁾			\$13,537.37
SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS			\$88,744.97

ATTACHMENT D

1	TOTAL ALL SALARIES AND BENEFITS	\$231,009.36
2	<u>SERVICES AND SUPPLIES</u>	
3	Independent Audit	\$1,400.00
4	Office Expense	\$4,514.60
5	Program Expense	\$672.35
6	Telephone	\$6,000.00
7	Mileage ⁽⁴⁾	\$1,000.00
8	Other: Basic Needs-Goods to Families	<u>\$325,541.61</u>
9	SUBTOTAL SERVICES AND SUPPLIES	\$339,128.56
10	 OPERATION EXPENSES	
11	Facility Lease/Rental (Basic Needs	
12	Office)	24,500.00
13	Equipment Lease/Rental	1,000.00
14	Computer Repairs and Maintenance	5,000.00
15	Utilities	3,500.00
16	Insurance	1,400.00
17	Basic Needs Vehicle Rental	23,023.08
18	Other: Dues and Subscriptions	100.00
19	Newsletter, Printing, Promotion	300.00
20	Postage	600.00
21	Rent	16,500.00
22	Travel / Education / Seminars	500.00
23	In-Kind Match/In-Kind Volunteer Hours	
24	(11.50/hr) ⁽⁵⁾	<u>193,969.00</u>
25	SUBTOTAL OPERATING EXPENSES	270,392.08
26	SUBTOTAL SALARIES, BENEFITS, SERVICES	
27	AND SUPPLIES AND OPERATING EXPENSES	840,530.00
28	LESS IN-KIND MATCH ⁽⁶⁾	-193,969.00
	MAXIMUM COUNTY OBLIGATION FOR FY17-18	646,561.00
	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

1 this Agreement, regardless of the number of hours actually worked.

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

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

10 (4) Mileage is limited to the amount allowed by IRS.

11 (5) Costs related to lease, fuel, registration and maintenance of an 18
12 foot box truck used for delivery goods to FAMILIES.

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

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

26 11. STAFF

27 CONTRACTOR shall provide the following described staff positions:

28 11.1 All direct service positions are required to be fluent in and

1 possess the ability to prepare written reports in English. Additionally,
2 direct service staff must be proficient in the ability to speak and write in
3 the specified second language (i.e., English, Spanish, or Vietnamese).

4 11.2 Accounting Clerk

5 Duties

6 11.2.1 Prepare semi-monthly payroll and payroll tax deposits.

7 11.2.2 Provide support in preparing statistical summaries.

8 Qualifications:

9 11.2.3 High school diploma or equivalent.

10 11.2.4 Certificate in business, accounting or related degree.

11 11.2.5 Minimum six (6) months of accounting or bookkeeping
12 experience and experience working in a non-profit organization.

13 11.2.6 Computer skills to include Microsoft Excel and
14 QuickBooks.

15 11.3 Administrative Assistant

16 Duties:

17 11.3.1 Provide clerical support to all staff as needed,
18 including maintaining office procedures, executive reporting and scheduling of
19 meetings.

20 11.3.2 Represent CONTRACTOR to the public through telephone and
21 written communications and disseminate information as needed.

22 11.3.3 Collect and tabulate results of Participant Satisfaction
23 Surveys and provide summary report to the Program Supervisor I on a quarterly
24 basis.

25 Qualifications:

26 11.3.4 High school diploma or equivalent.

27 11.3.5 Must be computer literate and have professional telephone
28 communication skills.

1 11.3.6 Minimum two (2) years of experience in office
2 administration.

3 11.4 Communications Coordinator

4 Duties:

5 11.4.1 Coordinate agency programs and volunteer recruitment
6 efforts.

7 11.4.2 Write and distribute press releases announcing volunteer
8 opportunities and orientation dates.

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

13 Qualifications:

14 11.4.4 Bachelor's degree preferred in communications, public
15 relations, or marketing.

16 11.4.5 Two (2) years of experience and have excellent writing
17 and communication skills.

18 11.5 Director of Development

19 Duties:

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

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

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

1 11.5.4 Co-responsible for tabulating and tracking monthly
2 statistics.

3 Qualifications:

4 11.5.5 Bachelor's degree in business or related field.

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

7 11.6 Director of Finance and Operations

8 Duties:

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

13 Qualifications:

14 11.6.2 Bachelor's degree in business, accounting or related
15 field.

16 11.6.3 Minimum of one (1) year of experience working in a non-
17 profit organization.

18 11.7 Executive Assistant

19 Duties:

20 ~~11.7.1 Provide clerical support to management as needed.~~

21 ~~11.7.2 Represent CONTRACTOR to the public through telephone and
22 written communications and disseminate information as needed.~~

23 Qualifications:

24 ~~11.7.3 High school diploma or equivalent.~~

25 ~~11.7.4 Must be computer literate and have excellent telephone
26 communication skills.~~

27 ~~11.7.5 Minimum two (2) years of experience in office
28 administration.~~

1 11.8 Executive Director:

2 Duties:

3 11.8.1 Responsible for carrying out the overall objectives of
4 the organization's programs and CONTRACTOR's policies and for insuring that
5 all fiscal procedures are followed correctly. Responsible for supervising
6 program development, structure, and implementation of all CONTRACTOR's
7 programs.

8 Qualifications:

9 11.8.2 Master's degree in organizational management, psychology,
10 mental health, or social work.

11 11.8.3 Two (2) years of experience in the administration and
12 direct delivery of child protective services.

13 11.8.4 Five (5) years of experience in the administration of a
14 community based organization or equivalent.

15 11.9 Human Resources Manager:

16 Duties:

17 11.9.1 Consult and coach supervisory staff on performance
18 development, staff related issues and complaints, conflict resolution,
19 performance counseling, and terminations.

20 11.9.2 Address all employee relations issues, including
21 conducting investigations, managing the counseling process, and documenting of
22 personnel issues.

23 11.9.3 Responsible for the recruiting process for both exempt
24 and non-exempt levels, including interviewing, selecting, negotiating
25 salaries, preparing job offer letters and managing lawful hires.

26 11.9.4 Ensure compliance with federal and state laws, including
27 but not limited to non-discrimination, Family Medical Leave Act, California
28 Family Rights Act, Pregnancy Disability Leave, and Consolidated Omnibus Budget

1 Reconstruction Act (COBRA).

2 11.9.5 Support coordinating year-end audit, including
3 preparation of schedules and other documents for auditors.

4 Qualifications:

5 11.9.6 Bachelor's degree in human resources or related field.

6 11.9.7 Minimum one (1) year of experience working in a non-
7 profit organization.

8 11.10 Information Technology Administrator

9 Duties:

10 11.10.1 Provide technical and desktop support to all staff.

11 11.10.2 Maintain network, backup, workstation systems and Web
12 Page updates.

13 Qualifications:

14 11.10.3 High school diploma or equivalent.

15 11.10.4 Technical training in Web Page Design, Network Systems,
16 and Microsoft.

17 11.10.5 Two (2) years of information technology related
18 experience.

19 11.11 Office Manager

20 Duties:

21 11.11.1 Responsible for facilities management, oversee fleet
22 management and program logistical support.

23 11.11.2 Co-responsible for tabulating and tracking monthly
24 statistics.

25 11.11.3 Responsible for contract compliance.

26 Qualifications:

27 11.11.4 High school diploma or equivalent.

28 11.11.5 Minimum two (2) years of experience in an office setting.

1 11.12 Paraprofessional

2 Duties:

3 11.12.1 Make presentations to community organizations to generate
4 in-kind donations, coordinate outreach efforts to build a base of steady
5 donors, and develop community resource linkages.

6 11.12.2 Assist with delivery of basic needs items to FAMILIES and
7 SSA social workers.

8 Qualifications:

9 11.12.3 Bachelor's degree in human services or related field.

10 11.12.4 Minimum six (6) months of experience in the human service
11 field providing direct services to children and/or families.

12 11.12.5 Bilingual in Spanish.

13 11.13 Program Supervisor I

14 Duties:

15 11.13.1 Responsible for the direct supervision and coordination
16 of Basic Needs and Placement Preparation Services program and staff,
17 including the Paraprofessional; completion of monthly reports/other paperwork
18 requirements; and tracking/distribution of referrals.

19 11.13.2 Facilitate bi-monthly program meetings, staff trainings,
20 and case reviews.

21 11.13.3 Ensure program accountability, including program
22 implementation and development of program evaluations, as needed.

23 11.13.4 Co-responsible for tabulating and tracking monthly
24 statistics.

25 11.13.5 Compile and review twice annual SSW satisfaction survey
26 results and report to CONTRACTOR as requested.

27 11.13.6 Represent CONTRACTOR at ADMINISTRATOR's meetings, as
28 necessary.

1 11.13.7 Responsible for contract compliance.

2 Qualifications:

3 11.13.8 Bachelor's degree in psychology, sociology, social work,
4 or a related field.

5 11.13.9 Minimum one (1) year of experience in the human services
6 field.

7 11.14 Resource Information Clerk

8 Duties:

9 11.14.1 Responsible for inputting all data into the resource
10 information system.

11 11.14.2 Review inventories of all new donations delivered to the
12 warehouse.

13 11.14.3 Meet monthly with program staff.

14 11.14.4 Notify program staff when donated items are low.

15 11.14.5 Schedule delivery and/or pickup of donated items.

16 11.14.6 Assist with deliveries of items to FAMILIES and social
17 workers.

18 Qualifications:

19 11.14.7 High school diploma or equivalent.

20 11.14.8 Two (2) years of office administration experience.

21 11.14.9 Computer experience.

22 11.14.10 Excellent telephone communication skills.

23 11.14.11 Bilingual in Spanish.

24 11.15 Truck Driver Assistant

25 Duties:

26 11.15.1 Pick up and delivery of donated items to and from the
27 warehouse.

28 11.15.2 Delivery of basic needs requests directly to FAMILIES or

1 to SSWs.

2 11.15.3 Provide each FAMILY with a postage-paid survey postcard
3 upon completion of delivering basic needs items.

4 11.15.4 Assist in the organization of the storage warehouse,
5 ensuring that basic needs items are accurately catalogued.

6 11.15.5 At minimum, meet monthly with program staff to discuss
7 any program-related issues that need to be addressed.

8 Qualifications:

9 11.15.6 High school diploma or equivalent.

10 11.15.7 Class C California driver's license, with no serious
11 traffic violations.

12 11.15.8 Current auto liability insurance.

13 ~~11.15.9 Fingerprint match with the Department of Justice database~~
14 ~~and clearance from Child Abuse Index.~~

15 11.15.10 Bilingual in Spanish.

16 11.16 Truck Driver Lead

17 Duties:

18 11.16.1 Pick up and delivery of donated items to the warehouse.

19 11.16.2 Delivery of basic needs requests directly to FAMILIES or
20 to SSWs.

21 ~~11.16.3 Complete daily truck driver logs that include what items~~
22 ~~were delivered and received.~~

23 11.16.4 Provide each FAMILY with a community resource guide upon
24 delivery of basic needs items.

25 11.16.5 Provide each FAMILY with a postage-paid survey postcard
26 upon completion of delivering basic needs items.

27 11.16.6 At minimum, meet monthly with CONTRACTOR's program staff
28 on any issues that need to be addressed.

1 Qualifications:

2 11.16.7 High school diploma or equivalent.

3 11.16.8 Class C California driver's license, with no serious
4 traffic violations.

5 11.16.9 Current auto liability insurance.

6 ~~11.16.10 Fingerprint match with the Department of Justice database
7 and clearance from Child Abuse Index.~~

8 11.17 Vice President of Operations and Programs

9 Duties:

10 ~~11.17.1 Responsible for the operation and contract compliance
11 oversight of the Basic Needs and Placement Preparation Services Program.~~

12 Qualifications:

13 ~~11.17.2 Bachelor's degree in business, accounting or related
14 field.~~

15 ~~11.17.3 Minimum one (1) year of experience working in a non-
16 profit organization.~~

17 11.18 Warehouse Office Manager

18 Duties:

19 11.18.1 Order emergent items for the Basic Needs Program.

20 11.18.2 Maintain the program's inventory.

21 11.18.3 Oversee and coordinate Placement Preparation

22 11.18.4 Review inventories of all donations delivered to the
23 warehouse. Ensure all donated items are inspected, cleaned and/or repaired,
24 as necessary, and delivered to FAMILIES in working order.

25 11.18.5 At minimum, meet monthly with CONTRACTOR's program staff
26 on any issues that need to be addressed.

27 Qualifications:

28 11.18.6 High school diploma or equivalent.

1 11.18.7 Class C California driver's license, with no serious
2 traffic violations.

3 11.18.8 Current auto liability insurance.

4 11.19 Warehouse Support

5 Duties:-

6 ~~11.19.1 Organize storage warehouse and catalog inventory.~~

7 ~~11.19.2 Inventory new basic needs items as received for input~~
8 ~~into the resource information system.~~

9 ~~11.19.3 Assist Resource Information Clerk and Warehouse Office~~
10 ~~Manager with filing and other duties as necessary to meet COUNTY reporting~~
11 ~~requirements.~~

12 Qualifications:-

13 ~~11.19.4 High school diploma or equivalent.~~

14 ~~11.19.5 Department of Motor Vehicles clearance.~~

15 ~~11.19.6 Class C California driver's license.~~

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