

1 WHEREAS, Federal legislation has provided funding under the Promoting
 2 Safe and Stable Families Program known in the COUNTY as Families and
 3 Communities Together (FaCT) Program and other funding sources for the
 4 provision of services intended to maintain the safety of children in their
 5 homes, help families through crises that might lead to the removal of children
 6 from their homes or speed the return of children to their homes, and to
 7 alleviate stress and promote parental competencies; and

8 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
 9 services promoting safe and stable families in Orange County; and

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

12 WHEREAS, such services are authorized and provided for pursuant to the
 13 Adoptions and Safe Families Act of 1997 (Public Law 105-89), California
 14 Welfare and Institutions Code Sections 16600-16605, All County Letter (ACL)
 15 No. 01-20, and ACL No. 03-12, and the Child and Family Services Improvement
 16 and Innovation Act;

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

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1. TERM

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

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

3.1 CHARITABLE VENTURES OF ORANGE COUNTY, THE OLIN GROUP, INC., and ONEOC, acting through its fiscally sponsored project ORANGE COUNTY ALLIANCE FOR CHILDREN AND FAMILIES, shall be and shall at all times be deemed to be independent contractors and, unless otherwise specified, each shall be independently 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.

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1 3.2 CONTRACTOR, its agents, employees and volunteers shall not be
2 entitled to any rights and/or privileges of COUNTY employees and shall not be
3 considered in any manner to be COUNTY employees.

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
6 and supplies as described in the Exhibit "A" to the Agreement between County
7 of Orange and FaCT Coalition, for the Provision of FaCT Network Administrative
8 Services (FNAS), attached hereto and incorporated herein by reference.
9 CONTRACTOR shall operate continuously throughout the term of this Agreement
10 with the number and type of staff described and as required for provision of
11 services hereunder.

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

16 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
17 appropriate staff to attend an orientation session and subsequent training
18 sessions given by COUNTY.

19 5. LICENSES AND STANDARDS

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

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1 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
2 unless waived in whole or in part by ADMINISTRATOR, with all applicable
3 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
4 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR
5 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
6 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable
7 laws and regulations of the United States, State of California, County of
8 Orange Social Services Agency and all administrative regulations, rules and
9 policies adopted thereunder as each and all may now exist or be hereafter
10 amended.

11 5.2.1 For Federally funded Agreements in the amount of \$25,000
12 or more, CONTRACTOR certifies that its officers and/or principals are not
13 debarred or suspended from Federal financial assistance programs and/or
14 activities.

15 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

16 6.1 Delegation and Assignment:

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

26 6.2 Subcontracts:

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

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

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

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

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

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

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

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

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

13 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

14 7.1 Form of Business Organization:

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

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

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

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

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1 7.2 Change in Form of Business Organization:

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

9 7.3 Real Property Disclosure:

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

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

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

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

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

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

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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. USE OF COUNTY PROPERTY

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

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

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

20 9. NON-DISCRIMINATION

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

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

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

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

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

13 9.5 Non-Discrimination in Employment:

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

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

26 California Department of Social Services

27 Public Inquiry and Response Bureau

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

1 Sacramento, CA 95814

2 Telephone: (800) 952-5253

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

4 9.6 Non-Discrimination in Service Delivery:

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

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

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

5 9.6.2.2 Discrimination Complaint Form

6 9.6.2.3 Civil Rights Contacts:

7 County Civil Rights Contact:

8 Orange County Social Services Agency

9 Program Integrity

10 Attn: Civil Rights Coordinator

11 P.O. Box 22001

12 Santa Ana, CA 92702-2001

13 Telephone: (714) 438-8877

14 State Civil Rights Contact:

15 California Department of Social Services

16 Civil Rights Bureau

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

18 Sacramento, CA 94244-2430

19 Federal Civil Rights Contact:

20 U.S. Department of Health and Human Services

21 Office of Civil Rights

22 50 U.N. Plaza, Room 322

23 San Francisco, CA 94102

24 10. NOTICES

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

27 COUNTY: County of Orange Social Services Agency

28 Contract Services

1 500 N. State College Blvd, Suite #100
2 Orange, CA 92868

3 CONTRACTOR: Charitable Ventures of Orange County
4 1505 E. 17th Street, Suite 101
5 Santa Ana, CA 92705

6 10.2 All notices shall be deemed effective when in writing and
7 deposited in the United States mail, first class, postage prepaid and
8 addressed as above. Any notices, claims, correspondence, reports and/or
9 statements authorized or required by this Agreement addressed in any other
10 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually
11 agree in writing to change the addresses to which notices are sent.

12 11. NOTICE OF DELAYS

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

18 12. INDEMNIFICATION

19 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
20 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
21 State, COUNTY, and their elected and appointed officials, officers, employees,
22 agents and those special districts and agencies which COUNTY's Board of
23 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
24 any claims, demands or liability of any kind or nature, including but not
25 limited to personal injury or property damage, arising from or related to the
26 services, products or other performance provided by CONTRACTOR pursuant to
27 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
28 court of competent jurisdiction because of the concurrent active negligence of

1 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
2 be apportioned as determined by the court. Neither party shall request a jury
3 apportionment.

4 13. INSURANCE

5 13.1 Prior to the provision of services under this Agreement,
6 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
7 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
8 endorsements required herein, necessary to satisfy COUNTY that the insurance
9 provisions of this Agreement have been complied with, and to keep such
10 insurance coverage and the certificates therefore on deposit with
11 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall
12 ensure that all subcontractors performing work on behalf of CONTRACTOR
13 pursuant to this agreement shall be covered under CONTRACTOR's insurance as an
14 Additional Insured or maintain insurance subject to the same terms and
15 conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow
16 subcontractors to work if subcontractors have less than the level of coverage
17 required by County from CONTRACTOR under this agreement. It is the obligation
18 of Contractor to provide notice of the insurance requirements to every
19 subcontractor and to receive proof of insurance prior to allowing any
20 subcontractor to begin work. Such proof of insurance must be maintained by
21 CONTRACTOR through the entirety of this Agreement for inspection by COUNTY
22 representative(s) at any reasonable time.

23 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
24 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
25 to the same terms and conditions as set forth herein for CONTRACTOR.

26 13.3 All self-insured retentions (SIRs) and deductibles shall be
27 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
28 apply, indicate this on the Certificate of Insurance with a zero (0) by the

1 appropriate line of coverage. Any SIR or deductible in an amount in excess of
 2 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by
 3 the County Executive Office (CEO)/Office of Risk Management upon review of
 4 CONTRACTOR's current audited financial report.

5 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
 6 the full term of this Agreement, COUNTY may terminate this Agreement.

7 13.5 Qualified Insurer:

8 13.5.1 The policy or policies of insurance required herein must
 9 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
 10 Rating) and VIII (Financial Size Category as determined by the most current
 11 edition of the Best's Key Rating Guide/Property-Casualty/United States or
 12 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
 13 to do business in the state of California (California Admitted Carrier).

14 13.6 If the insurance carrier does not have an A.M. Best Rating of A-
 15 /VIII, the CEO/Office of Risk Management retains the right to approve or
 16 reject a carrier after a review of the company's performance and financial
 17 rating.

18 13.7 The policy or policies of insurance maintained by CONTRACTOR shall
 19 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Charitable Ventures of Orange County (CVOC), The Olin Group, Inc. (TOGI) and Orange County Alliance for Children and Families (Alliance)
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	CVOC, TOGI, Alliance

Workers' Compensation	Statutory	CVOC, TOGI, Alliance
Employer's Liability Insurance	\$1,000,000 per occurrence	CVOC, TOGI, Alliance
Network Security & Privacy Liability	\$1,000,000 per claims made	CVOC, TOGI

13.8 Required Coverage Forms:

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

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

13.9 Required Endorsements:

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

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

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

13.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

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

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1 13.9.2.2 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 13.10 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.

9 13.11 The Workers' Compensation policy shall contain a waiver of
10 subrogation endorsement waiving all rights of subrogation against the County
11 of Orange, its elected and appointed officials, officers, agents and
12 employees.

13 13.12 CONTRACTOR shall notify County in writing within thirty (30) days
14 of any policy cancellation and ten (10) days for non-payment of premium and
15 provide a copy of the notice to County. Failure to provide written notice may
16 constitute a material breach of the contract, upon which the County may
17 suspend or terminate this Agreement.

18 13.13 The Commercial General Liability policy shall contain a
19 severability of interests clause also known as a "separation of insureds"
20 clause (standard in the ISO CG 0001 policy).

21 13.14 Insurance certificates should be mailed to COUNTY at the address
22 indicated in Paragraph 10 of this Agreement.

23 13.15 If CONTRACTOR fails to provide the insurance certificates and
24 endorsements within seven (7) days of notification by CEO/County Procurement
25 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

26 13.16 COUNTY expressly retains the right to require CONTRACTOR to
27 increase or decrease insurance of any of the above insurance types throughout
28 the term of this Agreement. Any increase or decrease in insurance will be as

1 deemed by County of Orange Risk Manager as appropriate to adequately protect
2 COUNTY.

3 13.17 COUNTY shall notify CONTRACTOR in writing of changes in the
4 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
5 certificates of insurance and endorsements with COUNTY incorporating such
6 changes within thirty (30) days of receipt of such notice, this Agreement may
7 be in breach without further notice to CONTRACTOR, and COUNTY shall be
8 entitled to all legal remedies.

9 13.18 The procuring of such required policy or policies of insurance
10 shall not be construed to limit CONTRACTOR's liability hereunder nor to
11 fulfill the indemnification provisions and requirements of this Agreement, nor
12 act in any way to reduce the policy coverage and limits available from the
13 insurer.

14 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

15 CONTRACTOR shall report to COUNTY:

16 14.1 Any accident or incident relating to services performed under this
17 Agreement which involves injury or property damage which may result in the
18 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
19 shall be made in writing within twenty-four (24) hours of occurrence.

20 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
21 from or related to services performed by CONTRACTOR under this Agreement.
22 Such report shall be submitted to COUNTY within twenty-four (24) hours of
23 occurrence.

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

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1 14.4 Any loss, disappearance, destruction, misuse or theft of any kind
2 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
3 under the term of this Agreement. Such report shall be submitted to COUNTY
4 within twenty-four (24) hours of occurrence.

5 15. CONFLICT OF INTEREST

6 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
7 any actions or conditions that could result in a conflict with the best
8 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
9 agents, relatives, subcontractors and third parties associated with
10 accomplishing the work hereunder.

11 15.2 CONTRACTOR's efforts shall include, but not be limited to,
12 establishing precautions to prevent its employees or agents from making,
13 receiving, providing, or offering gifts, entertainment, payments, loans or
14 other considerations which could be deemed to appear to influence individuals
15 to act contrary to the best interests of COUNTY.

16 16. ANTI-PROSELYTISM PROVISION

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

21 17. SUPPLANTING GOVERNMENT FUNDS

22 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
23 intended for the purposes of this Agreement with any funds made available
24 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
25 for, or apply sums received from COUNTY with respect to, that portion of its
26 obligations which have been paid by another source of revenue. CONTRACTOR
27 agrees that it shall not use funds received pursuant to this Agreement, either
28 directly or indirectly, as a contribution or compensation for purposes of

1 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
2 program without prior written approval of ADMINISTRATOR.

3 18. EQUIPMENT

4 18.1 All items purchased with funds provided under this Agreement, or
5 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
6 at least five thousand dollars (\$5,000), including sales tax, shall be
7 considered Capital Equipment. Title to all Capital Equipment shall, upon
8 purchase, vest and remain in COUNTY. The use of such items of Capital
9 Equipment is limited to the performance of this Agreement. Upon the
10 termination of this Agreement, CONTRACTOR shall immediately return any items
11 of Capital Equipment to COUNTY or its representatives, or dispose of them in
12 accordance with the directions of ADMINISTRATOR.

13 CONTRACTOR further agrees to the following:

14 18.1.1 To maintain all items of Capital Equipment in good
15 working order and condition, normal wear and tear excepted.

16 18.1.2 To label all items of Capital Equipment, do periodic
17 inventories as required by ADMINISTRATOR and to maintain an inventory list
18 showing where and how the Capital Equipment is being used, in accordance with
19 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
20 ADMINISTRATOR within ten (10) days of any request therefore.

21 18.1.3 To report in writing to ADMINISTRATOR immediately after
22 discovery, the loss or theft of any items of Capital Equipment. For stolen
23 items, the local law enforcement agency must be contacted and a copy of the
24 police report submitted to ADMINISTRATOR.

25 18.1.4 To purchase a policy or policies of insurance covering
26 loss or damage to any and all Capital Equipment purchased under this
27 Agreement, in the amount of the full replacement value thereof, providing
28 protection against the classification of fire, extended coverage, vandalism,

1 malicious mischief and special extended perils (all risks) covering the
2 parties' interests as they appear.

3 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be
4 requested in writing, shall require the prior written approval of
5 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
6 appropriate and directly related to CONTRACTOR's service or activity under the
7 terms of this Agreement. COUNTY may refuse reimbursement for any costs
8 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
9 if prior written approval has not been obtained from ADMINISTRATOR.

10 18.3 Personal Computer Equipment:

11 No personal computers and/or personal electronic devices, such as
12 tablets and laptop computers, or any component thereof may be purchased with
13 funds provided under this Agreement, regardless of purchase price, without
14 prior written approval of ADMINISTRATOR. Any such purchase shall be in
15 accordance with specifications provided by ADMINISTRATOR, be subject to the
16 same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4
17 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY
18 upon termination of this Agreement.

19 18.4 Use of COUNTY Personal Computer Equipment

20 COUNTY intends to permit CONTRACTOR the use of computer equipment
21 provided by ADMINISTRATOR. Said computer equipment shall be used solely by
22 employees of CONTRACTOR while performing their assigned duties pursuant to
23 this Agreement and shall remain the property of COUNTY. CONTRACTOR shall
24 enter into a separate computer usage agreement with ADMINISTRATOR, attached
25 hereto as Exhibit A, regarding information security and use of computer
26 equipment provided by ADMINISTRATOR, and will execute all terms and conditions
27 of said agreement upon ADMINISTRATOR's presentation of said document to
28 CONTRACTOR. Upon execution, the terms of the computer usage agreement shall

1 be incorporated into this Agreement. CONTRACTOR shall be required to complete
2 information security and computer usage training provided by ADMINISTRATOR.
3 Failure to execute the agreement and/or complete training shall result in a
4 breach of this Agreement.

5 19. BREACH SANCTIONS

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

11 19.1 Afford CONTRACTOR a time period within which to cure the breach,
12 which period shall be established by ADMINISTRATOR; and/or

13 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
14 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
15 later recovery; and/or

16 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
17 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

20 20. DESIGNATED LEAD AGENCY (CVOC):

21 20.1 Each of the Contractor Partner Agencies agrees that CVOC shall
22 serve as the designated lead agency on behalf of the CONTRACTOR, with
23 authority to present claims to COUNTY on behalf of each of the Contractor
24 Partner Agencies for services delivered by each of them pursuant to this
25 Agreement. As designated lead agency, CVOC, shall receive the claims from
26 each of the other Contractor Partner Agencies on a monthly basis and shall
27 submit these claims, along with its own monthly claim, pursuant to Paragraph
28 21 herein. Claims submitted to COUNTY by the designated lead agency shall

1 clearly identify the services that were performed by each Contractor Partner
2 Agency. Any and all payments to be made by COUNTY pursuant to this Agreement
3 shall be made payable to the designated lead agency. The designated lead
4 agency shall thereafter disburse payment as appropriate to the Contractor
5 Partner Agencies. Each of the Contractor Partner Agencies agrees that
6 COUNTY's disbursement of payment to the designated lead agency shall satisfy
7 COUNTY's payment obligation under this Agreement.

8 20.2 As the designated lead agency, CVOC shall also be responsible for
9 activities that include but are not limited to the following:

10 20.2.1 Managing subcontracts;

11 20.2.2 Delivering quarterly reports to SSA, including update on
12 deliverables and impact of effort;

13 20.2.3 Attending quarterly Advisory Board meetings and monthly
14 partner work group meetings;

15 20.2.4 Generating modification requests on Contracted Partner
16 Agencies' behalf for submission to COUNTY;

17 20.2.5 Attending required FaCT meetings and mandatory trainings;
18 and

19 20.2.6 Maintaining the integrity of the FaCT database and other
20 reports as necessary.

21 21. PAYMENTS

22 21.1 Maximum Contractual Obligation:

23 The maximum obligation of COUNTY under this Agreement shall not
24 exceed the amount of \$2,500,000: the amount of \$500,000 for July 1, 2016
25 through June 30, 2017; the amount of \$500,000 for July 1, 2017 through June
26 30, 2018; the amount of \$500,000 for July 1, 2018 through June 30, 2019; the
27 amount of \$500,000 for July 1, 2019 through June 30, 2020; the amount of
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1 \$500,000 for July 1, 2020 through June 30, 2021, or actual allowable costs,
2 whichever is less.

3 21.2 Allowable Costs:

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

11 21.3 Claims:

12 21.3.1 CONTRACTOR shall submit monthly claims to be received by
13 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
14 expenses incurred in the preceding month. In the event the twentieth (20th)
15 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
16 claim the next business day. COUNTY holidays include New Year's Day, Martin
17 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
18 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
19 Friday after Thanksgiving, and Christmas Day.

20 21.3.2 All claims must be submitted on a form approved by
21 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
22 source documents with the monthly claim, including, inter alia, a monthly
23 statement of services, general ledgers, supporting journals, time sheets,
24 invoices, canceled checks, receipts and receiving records, some of which may
25 be required to be copied. Source documents that CONTRACTOR must submit shall
26 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
27 shall retain all financial records in accordance with Paragraph 26 (Records,
28 Inspections, and Audits) of this Agreement.

1 21.3.3 Payments should be released by COUNTY within a reasonable
2 time period of approximately thirty (30) days after receipt of a correctly
3 completed claim form and required supporting documentation.

4 21.3.4 Year End and Final Claims:

5 21.3.4.1 CONTRACTOR shall submit a final claim for
6 each COUNTY fiscal year, July 1 through June 30, covered under the term of
7 this Agreement as stated in Paragraph 1, by no later than August 30th of each
8 corresponding COUNTY fiscal year. Claims received after August 30th of each
9 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
10 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
11 per each COUNTY fiscal year must be received, upon written notice to
12 CONTRACTOR.

13 21.3.4.2 The basis for final settlement shall be the
14 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,
15 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
16 to the maximum obligation of COUNTY. In the event that any overpayment has
17 been made, COUNTY may offset the amount of the overpayment against the final
18 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
19 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
20 Nothing herein shall be construed as limiting the remedies of COUNTY in the
21 event an overpayment has been made.

22 22. OVERPAYMENTS

23 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
24 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in
25 accordance with any applicable regulations and/or policies in effect during
26 the term of this Agreement, or as established by COUNTY procedure. Any
27 overpayments made by COUNTY which result from a payment by any other funding
28 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the

1 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
2 thirty (30) days after the date of the final audit findings report and prior
3 to any administrative appeal process. In the event an overpayment owing by
4 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
5 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
6 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
7 COUNTY necessary to enforce the provisions set forth in this Paragraph.

8 23. OUTSTANDING DEBT

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

12 24. FINAL REPORT

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

18 25. INDEPENDENT AUDIT

19 25.1 CONTRACTOR shall employ a licensed certified public accountant who
20 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
21 related expenditures during the term of this Agreement in compliance with the
22 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
23 Organizations. The audit must be performed in accordance with generally
24 accepted government auditing standards and Title 2 CFR Part 230. CONTRACTOR
25 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
26 corrective action is taken within six (6) months after issuance of all audit
27 reports with regard to audit exceptions.

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1 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
2 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
3 of organization-wide audits for each of the fiscal cycles corresponding with
4 the term of this Agreement. CONTRACTOR shall provide each audit within
5 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
6 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
7 payment under this or any subsequent Agreement with CONTRACTOR until such time
8 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
9 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

10 26. RECORDS, INSPECTIONS AND AUDITS

11 26.1 Financial Records:

12 26.1.1 CONTRACTOR shall prepare and maintain accurate and
13 complete financial records. Financial records shall be retained, by
14 CONTRACTOR, for a minimum of five (5) years from the date of final payment
15 under this Agreement or until all pending COUNTY, State and Federal audits are
16 completed, whichever is later.

17 26.1.2 CONTRACTOR shall establish and maintain reasonable
18 accounting, internal control and financial reporting standards in conformity
19 with generally accepted accounting principles established by the American
20 Institute of Certified Public Accountants and to the satisfaction of
21 ADMINISTRATOR.

22 26.2 Client Records:

23 26.2.1 CONTRACTOR shall prepare and maintain accurate and
24 complete records of clients served and dates and type of services provided
25 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

26 26.2.2 All client records related to services provided under the
27 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
28 (5) years from the date of final payment under this Agreement or until all

1 pending COUNTY, State and Federal audits are completed, whichever is later.
2 Notwithstanding anything to the contrary, upon termination of this Agreement,
3 CONTRACTOR shall relinquish control with respect to client records to COUNTY
4 in accordance with Subparagraph 43.2.

5 26.2.3 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 26.3 Public Records:

11 With the exception of client records or other records referenced
12 in Paragraph 32, entitled Confidentiality, all records, including but not
13 limited to, reports, audits, notices, claims, statements and correspondence,
14 required by this Agreement may be subject to public disclosure. COUNTY will
15 not be liable for any such disclosure.

16 26.4 Inspections and Audits:

17 26.4.1 The U.S. Department of Health and Human Services,
18 Comptroller General of the United States, Director of CDSS, State Auditor-
19 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
20 Department, or any of their authorized representatives, shall have access to
21 any books, documents, papers and records, including medical records, of
22 CONTRACTOR which any of them may determine to be pertinent to this Agreement
23 for the purpose of financial monitoring. Further, all the above mentioned
24 persons have the right at all reasonable times to inspect or otherwise
25 evaluate the work performed or being performed under this Agreement and the
26 premises in which it is being performed.

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1 26.4.2 CONTRACTOR shall make its books and financial records
2 available within the borders of Orange County within ten (10) days of receipt
3 of written demand by ADMINISTRATOR.

4 26.4.3 In the event CONTRACTOR does not make available its books
5 and financial records within the borders of Orange County, CONTRACTOR agrees
6 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
7 designee, necessary to obtain CONTRACTOR's books and financial records.

8 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of
9 COUNTY's liability to the State or Federal government or any agency thereof
10 resulting from any disallowances or other audit exceptions to the extent that
11 such liability is attributable to CONTRACTOR's failure to perform under this
12 Agreement.

13 26.5 Evaluation Studies:

14 26.5.1 CONTRACTOR shall participate as requested by COUNTY in
15 research and/or evaluative studies designed to show the effectiveness and/or
16 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
17 project.

18 27. PERSONNEL DISCLOSURE

19 27.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
20 all personnel providing services hereunder, including résumés and job
21 applications. Changes to the list will be immediately provided to
22 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
23 application. The list shall include:

24 27.1.1 Names and dates of birth of all full or part-time
25 personnel by title, including volunteer personnel, whose direct services are
26 required to provide the programs described herein;

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1 27.1.2 A brief description of the functions of each position and
2 the hours each person works each week; or for part-time personnel, each day or
3 month, as appropriate;

4 27.1.3 The professional degree, if applicable, and experience
5 required for each position; and

6 27.1.4 The language skill, if applicable, for all personnel.

7 27.2 Where authorized by law, CONTRACTOR's employment applications
8 shall require applicants to provide detailed information regarding the
9 conviction of a crime by any court, for offenses other than minor traffic
10 offenses. Information not disclosed in the employment application discovered
11 subsequent to the hiring or promotion of any applicant shall be cause for
12 termination of that employee from the performance of services under this
13 Agreement.

14 27.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
15 COUNTY, a clearance on the following public websites the names and dates of
16 birth for all employees, independent contractors, and/or volunteers who will
17 have direct, interactive contact with clients served through this Agreement:
18 U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and
19 Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

20 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
21 COUNTY, a criminal record background check on all employees (direct service
22 and administrative) funded through this Agreement and also all non-funded
23 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
24 interactive contact with clients served through this Agreement. Background
25 checks conducted through the California Department of Justice shall include a
26 check of the California Central Child Abuse Index, when applicable. Candidates
27 will satisfy background checks consistent with this paragraph and their
28 performance of services under this Agreement.

1 27.5 In the event a record is revealed through the processes described
2 in Subparagraphs 27.2 and 27.4, COUNTY will be available to consult with
3 CONTRACTOR on appropriateness of personnel providing services through this
4 Agreement.

5 27.6 CONTRACTOR warrants that all persons employed or otherwise
6 assigned by CONTRACTOR to provide services under this Agreement have
7 satisfactory past work records and/or reference checks indicating their
8 ability to perform the required duties and accept the kind of responsibility
9 anticipated under this Agreement. CONTRACTOR shall maintain records of
10 background investigations and reference checks undertaken and coordinated by
11 CONTRACTOR for each employee and/or volunteer assigned to provide services
12 under this Agreement for a minimum of five (5) years from the date of final
13 payment under this Agreement or until all pending COUNTY, State and Federal
14 audits are completed, whichever is later, in compliance with all applicable
15 laws.

16 27.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
17 arrest and/or subsequent conviction, for offenses other than minor traffic
18 offenses, of any paid employee and/or volunteer staff performing services
19 under this Agreement, when such information becomes known to CONTRACTOR.
20 ADMINISTRATOR may determine whether such employee and/or volunteer may
21 continue to provide services under this Agreement and shall provide notice of
22 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
23 with ADMINISTRATOR's decision shall be deemed a material breach of this
24 Agreement, pursuant to Paragraph 19 above.

25 27.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
26 staff performing work hereunder and any proposed changes in CONTRACTOR's
27 staff.

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1 27.9 COUNTY shall have the right to require CONTRACTOR to remove any
2 employee from the performance of services under this Agreement. At the
3 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

4 27.10 CONTRACTOR shall notify COUNTY immediately when staff is
5 terminated for cause from working on this Agreement.

6 27.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
7 Paragraph 27, shall not relieve CONTRACTOR of its obligation to complete all
8 work in accordance with the terms and conditions of this Agreement.

9 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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1 29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

2 29.1 In order to comply with child support enforcement requirements of
3 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
4 of the award of this Agreement:

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

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

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

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

17 29.2 The failure of CONTRACTOR to timely submit the data or
18 certifications required by subsections (a), (b), (c), or (d), or to comply
19 with all Federal and State employee reporting requirements for child support
20 enforcement or to comply with all lawfully served Wage and Earnings Assignment
21 Orders and Notices of Assignment shall constitute a material breach of this
22 Agreement, and failure to cure such breach within sixty (60) calendar days of
23 notice from COUNTY shall constitute grounds for termination of this Agreement.

24 29.3 It is expressly understood that this data will be transmitted to
25 governmental agencies charged with the establishment and enforcement of child
26 support orders, and for no other purpose.

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1 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

13 31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

19 32. CONFIDENTIALITY

20 32.1 CONTRACTOR agrees to maintain the confidentiality of its records
21 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
22 and all other provisions of law, and regulations promulgated thereunder
23 relating to privacy and confidentiality, as each may now exist or be hereafter
24 amended.

25 32.2 All records and information concerning any and all persons
26 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
27 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
28 volunteers. CONTRACTOR shall require all of its employees, agents,

1 subcontractors and volunteer staff who may provide services for CONTRACTOR
2 under this Agreement to sign an agreement with CONTRACTOR before commencing
3 the provision of any such services, to maintain the confidentiality of any and
4 all materials and information with which they may come into contact, or the
5 identities or any identifying characteristics or information with respect to
6 any and all participants referred to CONTRACTOR by COUNTY, except as may be
7 required to provide services under this Agreement or to those specified in
8 this Agreement as having the capacity to audit CONTRACTOR, and as to the
9 latter, only during such audit. CONTRACTOR shall comply with any audits
10 specified in Paragraph 26, provide reports and any other information required
11 by COUNTY in the administration of this Agreement, and as otherwise permitted
12 by law.

13 32.3 CONTRACTOR shall inform all of its employees, agents,
14 subcontractors, volunteers and partners of this provision and that any person
15 violating the provisions of said State law may be guilty of a crime.

16 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall
17 be subject to the confidentiality requirements of this Agreement.

18 32.5 CONTRACTOR agrees to maintain the confidentiality of its records
19 with respect to Juvenile Court matters, in accordance with WIC Section 827,
20 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
21 regarding Confidentiality, as it now exists or may hereafter be amended.

22 32.5.1 No access, disclosure or release of information regarding
23 a child who is the subject of Juvenile Court proceedings shall be permitted
24 except as authorized. If authorization is in doubt, no such information shall
25 be released without the written approval of a Judge of the Juvenile Court.

26 32.5.2 CONTRACTOR must receive prior written approval of the
27 Juvenile Court before allowing any child to be interviewed, photographed or
28 recorded by any publication or organization or to appear on any radio,

1 television or internet broadcast or make any other public appearance. Such
2 approval shall be requested through child's Social Worker.

3 33. COPYRIGHT ACCESS

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

8 34. WAIVER

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

17 35. PETTY CASH

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

20 36. PUBLICITY

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

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

1 inhibit CONTRACTOR from publishing its role under this Agreement within the
2 following conditions:

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

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

10 37. COUNTY RESPONSIBILITIES

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

13 38. REPORTS

14 38.1 CONTRACTOR shall provide information deemed necessary by
15 ADMINISTRATOR to complete any State-required reports related to the services
16 provided under this Agreement.

17 38.2 CONTRACTOR shall maintain records and submit reports containing
18 such data and information regarding the performance of CONTRACTOR's services,
19 costs or other data relating to this Agreement, as may be requested by
20 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
21 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

22 39. ENERGY EFFICIENCY STANDARDS

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

26 40. ENVIRONMENTAL PROTECTION STANDARDS

27 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC
28 Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et

1 seq.). Executive Order 11738 and Environmental Protection Agency, hereinafter
2 referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be
3 hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

4 40.1 No facility to be utilized in the performance of the proposed
5 grant has been listed on the EPA List of Violating Facilities;

6 40.2 It will notify COUNTY prior to award of the receipt of any
7 communication from the Director, Office of Federal Activities, U.S. EPA,
8 indicating that a facility to be utilized for the grant is under consideration
9 to be listed on the EPA List of Violating Facilities; and

10 40.3 It will notify COUNTY and EPA about any known violation of the
11 above laws and regulations.

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

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

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

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

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

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

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

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

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1 42. POLITICAL ACTIVITY

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

5 43. TERMINATION PROVISIONS

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

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

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

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1 43.4 If any provision of this Agreement or the application thereof is
2 held invalid, the remainder of this Agreement shall not be affected thereby.

3 44. GOVERNING LAW AND VENUE

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

13 45. SIGNATURE IN COUNTERPARTS

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

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

By: _____
JOHN C. ROHRER
BOARD TREASURER
CHARITABLE VENTURES OF ORANGE COUNTY

By: _____
CHAIRWOMAN OF THE
BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

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

By: _____
ANNE OLIN
PRESIDENT AND
CHIEF EXECUTIVE OFFICER
THE OLIN GROUP, INC.

Dated: _____

By: _____
ROBIN STIELER
Clerk of the Board
Orange County, California

By: _____
EMERSON OLIN
CHIEF OPERATING OFFICER
THE OLIN GROUP, INC.

Dated: _____

Dated: _____

By: _____
DANIEL MCQUAID
PRESIDENT AND
CHIEF EXECUTIVE OFFICER
ONEOC

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____

By:  _____
DEPUTY

GENE HOWARD
EXECUTIVE DIRECTOR
ORANGE COUNTY ALLIANCE FOR
CHILDREN AND FAMILIES, A FISCALLY
SPONSORED PROJECT OF ONEOC

Dated: 03/24/16

Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CHARITABLE VENTURES OF ORANGE COUNTY
8 AND
9 THE OLIN GROUP, INC.
10 AND
11 ONEOC
12 FOR THE PROVISION OF
13 FaCT NETWORK ADMINISTRATIVE SERVICES
14

15 1. COMMUNITY-BASED CHILD ABUSE PREVENTION FUNDING REQUIREMENTS

16 1.1 Services shall align with the California Department of Social
17 Services (CDSS) Community-Based Child Abuse Prevention (CBCAP) program which
18 supports efforts to develop, operate, expand, enhance, and coordinate
19 initiatives, programs and activities to prevent child abuse and neglect. In
20 addition, CBCAP supports the coordination of resources to better strengthen
21 and support families as well as foster understanding, appreciation and
22 knowledge of diverse populations in order to effectively prevent and treat
23 child abuse and neglect.

24 1.2 ADMINISTRATOR may, in its sole discretion and upon written notice
25 to CONTRACTOR, modify: the terms or definitions, the particular type of
26 services/activities to be provided, the time-of-day and day-of-week
27 services/activities are to be provided, the locations(s) where
28 services/activities shall be provided, the date(s) services/activities shall

1 begin and end, the service goal(s), measurement tools and outcome indicators,
2 and the number of participants to be provided services/activities as described
3 in Paragraph 3, below, without changing COUNTY's maximum obligation as set
4 forth in this Agreement.

5 1.3 CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload
6 standards as set forth in this Paragraph and as authorized by COUNTY, without
7 reducing the level of service to be provided by CONTRACTOR. This agreement
8 must be in writing.

9 2. HOURS OF OPERATION

10 2.1 CONTRACTOR shall provide services during hours that are responsive
11 to the needs of PARTICIPANTS. At a minimum, CONTRACTOR shall provide services
12 Monday through Friday from 9:00 a.m. to 6:00 p.m., except COUNTY holidays as
13 established by the Orange County Board of Supervisors. Any changes to the
14 regular schedule must be pre-approved, in writing, by ADMINISTRATOR.

15 2.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
16 schedule which is as follows: New Year's Day, Martin Luther King Day,
17 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
18 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
19 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written
20 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
21 schedule. Any unauthorized closure shall be deemed a material breach of this
22 Agreement, pursuant to Paragraph 19, and shall not be reimbursed. CONTRACTOR
23 is encouraged to provide contracted services on holidays, whenever possible.

24 3. SERVICES

25 3.1 CONTRACTOR shall provide services/activities, as described in
26 Subparagraphs 3.3 through 3.10 of this Exhibit. ADMINISTRATOR and CONTRACTOR
27 may mutually agree, in writing, to modify terms or definitions of
28 services/activities and location(s) where services/activities shall be

1 provided as described in Subparagraphs 3.3 through 3.10 of this Exhibit
2 throughout the term of this Agreement. CONTRACTOR shall not institute any
3 modification without prior, written approval of ADMINISTRATOR. Any
4 modification of services/activities shall remain within the scope of services
5 described in Subparagraphs 3.3 through 3.10 of this Exhibit.

6 3.2 Throughout this Exhibit, the Contractor Partner Agencies shall
7 hereinafter be referred to as: Charitable Ventures of Orange County (CVOC),
8 The Olin Group, Inc. (TOGI), and Orange County Alliance for Children and
9 Families (Alliance), a fiscally sponsored project of OneOC.

10 3.3 Planning and Development (Alliance and TOGI):

11 To build, maintain and support Families and Communities Together
12 (FaCT) Program committees and subcommittees that are collectively
13 representative of the community at large and/or linked to County-wide planning
14 and advocacy efforts and to assist in research and planning activities,
15 CONTRACTOR shall:

16 3.3.1 Conduct strategic planning for the FaCT Program in
17 coordination with ADMINISTRATOR, both to establish viable objectives for the
18 FRC network, as well as to support the larger effort to promote the FaCT
19 Program throughout the County, including conducting a planning retreat to be
20 attended by SSA FaCT Program and CONTRACTOR's staff.

21 3.3.2 Create on an annual basis, a strategic plan for the
22 community being served to include capacity building needs, fund development
23 plan, recommendations for potential committees/planning bodies, and plans to
24 coordinate meetings with members of the County of Orange Board of Supervisors,
25 their staff, and/or other stakeholders;

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1 3.3.3 Conduct all activities related to collective impact
2 development including: assessment and research, regional theory of change
3 creation, stakeholder engagement, partner coordination and activity management
4 and communication;

5 3.3.4 Develop and convene a minimum of two (2) FaCT Leadership
6 Council meetings annually to support the development of the collective impact
7 model; and

8 3.3.5 Map and assist, one (1) time during the term of this
9 Agreement, in the integration of county-wide services based on FaCT Strategic
10 Plan.

11 3.3.6 Alliance and TOGI shall provide qualified staff with
12 planning and development experience for the Planning and Development Team.

13 3.4 Marketing (CVOC and TOGI):

14 To assist FaCT Program and FaCT FRCs in its efforts to promote
15 FRCs and raise community awareness of FRCs, CONTRACTOR shall, with
16 ADMINISTRATOR approval, continuously during the term of this Agreement, market
17 FaCT services which shall include, but not be limited to, the following:

18 3.4.1 Completing a brand and marketing assessment on behalf of
19 FaCT a minimum of one (1) time during the term of this Agreement.

20 3.4.2 Planning for ongoing marketing and outreach strategies.

21 3.4.3 Developing and sending FaCT a minimum of monthly e-blasts
22 and quarterly e-newsletters to FaCT Program and FRC network.

23 3.4.4 Updating and translating the FaCT brochure and other FaCT
24 marketing materials in coordination with FaCT FRCs. Brochures and marketing
25 materials shall be provided in multiple languages based on the community
26 language needs, at a minimum, English, Spanish and Vietnamese, and be
27 culturally responsive to the needs of the community to be served.

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1 3.4.5 Annually planning and developing marketing collateral for
2 the FaCT Annual Conference.

3 3.4.6 Maintaining, supporting and updating information
4 continuously for the FaCT website, creating web links to other resource
5 websites in the community and managing FRC marketing requests.

6 3.4.7 Providing marketing support and coordination of outreach
7 activities for FaCT Program continuously including presentations to specific
8 targeted groups and outreach at events.

9 3.4.8 Providing ongoing technical assistance available to FRCs,
10 including best practices, in marketing programs and services.

11 3.4.9 Collaborating with ADMINISTRATOR to design the FaCT
12 Annual Outcomes Report for stakeholders as determined by ADMINISTRATOR.

13 3.4.10 TOGI shall provide qualified staff with marketing
14 experience for the Marketing Team and CVOC shall provide qualified, Marketing
15 and Administrative Coordinator staff as specified in Subparagraph 9.1 of this
16 Exhibit.

17 3.5 Training (Alliance and TOGI):

18 CONTRACTOR shall provide training and best practice promotion for
19 the FaCT FRCs. Related services/activities in support of training shall be
20 provided continuously throughout the term of this Agreement and shall include,
21 but not be limited to, the following:

22 3.5.1 Completing an annual assessment to determine training
23 needs of FRCs.

24 3.5.2 Coordinating a minimum of four (4) workshops/FRC learning
25 groups annually for FaCT FRCs based on training needs assessment as approved
26 by ADMINISTRATOR.

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1 3.5.3 Identifying speakers and developing content for the FaCT
2 Annual Conference based upon the needs of the community and as determined by
3 ADMINISTRATOR.

4 3.5.4 Conducting research on best practices and program-related
5 topics and providing content to support the creation of twelve (12) monthly e-
6 blasts to FRCs with support from the Marketing Coordinator.

7 3.5.5 Attending FaCT Leadership Council meetings and ad hoc
8 workgroup meetings hosted by FaCT Program staff to support strategic planning,
9 branding, theory of change and stakeholder engagement.

10 3.5.6 Coordinating, developing and overseeing the FaCT Annual
11 Conference in collaboration with Contractor Partner Agencies.

12 3.5.7 Alliance and TOGI shall provide qualified staff with
13 training experience for the Training Team.

14 3.6 Technical Assistance (Alliance and TOGI):

15 CONTRACTOR shall continuously work with ADMINISTRATOR to provide
16 technical assistance to FaCT FRCs, including, but not limited to, the
17 following:

18 3.6.1 Providing ongoing technical assistance and support, to
19 assist FaCT FRCs in pursuit of grant funding, specifically related to research
20 and application processes.

21 3.6.2 Providing consultation and support to FRCs in the
22 development of systems and tools to assess and analyze sustainability and
23 diversified revenue planning.

24 3.6.3 Coordinating a minimum of one (1) annual point in time
25 assessment during the term of this Agreement for FRCs focusing on capacity,
26 training needs, community leadership and other potential areas for
27 strengthening.

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1 3.6.4 Developing a minimum of one (1) annual technical
2 assistance plan during the term of the Agreement for each FRC.

3 3.6.5 Providing ongoing technical assistance through group
4 trainings and/or individual FRC supports.

5 3.6.6 Alliance and TOGI shall provide qualified staff with
6 technical and training experience for the Technical Assistance Team.

7 3.7 Community Leadership Development (CVOC):

8 In order to best serve the community, CONTRACTOR shall
9 continuously work with ADMINISTRATOR to provide community leadership, develop
10 advisory councils, research in-kind resources, increase awareness of the FRCs
11 within local communities, and support FaCT community engagement efforts.
12 CONTRACTOR's activities shall include, but not be limited to, the following:

13 3.7.1 Providing community leadership development training and
14 support to FaCT Volunteer Coordinators and Community Engagement Advisory
15 Committee (CEAC) and Volunteers;

16 3.7.2 Participating in assessment of FRCs to identify community
17 organizing needs;

18 3.7.3 Convening monthly Volunteer Coordinator
19 trainings/meetings;

20 3.7.4 Providing ongoing one-on-one or group technical
21 assistance as requested by FaCT Program or FRC staff, particularly in the
22 areas of recruitment, governance, advisory roles, community leadership,
23 cultural diversity, outreach to the business community for participation in
24 CEAC, volunteer opportunities and/or corporate donations;

25 3.7.5 Conducting a minimum of one (1) annual meeting for CEAC
26 volunteers to build skills in community organization, governance and community
27 initiatives; and

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1 3.7.6 Collecting data on Community Based Child Abuse Prevention
2 (CBCAP) funded activities and preparing quarterly program reports for
3 ADMINISTRATOR.

4 3.7.7 CVOC, through a subcontractor to be determined, shall
5 provide qualified Community Leadership Development Consultant(s) with
6 community leadership development experience.

7 3.8 Fund and Resource Development (TOGI):

8 CONTRACTOR's ongoing responsibility for fund development efforts
9 on behalf of FaCT Program include, but are not limited to, the following:

10 3.8.1 Developing leveraged funding strategies targeting support
11 of the FRC network;

12 3.8.2 Writing or coordinating development of grant funding
13 proposals as determined by ADMINISTRATOR.

14 3.8.3 Developing a minimum of three (3) new public/private
15 partnerships annually and linkages to augment family support services at FRCs
16 with leveraged services, resources and referrals from outside the FaCT FRC
17 network.

18 3.8.4 TOGI shall provide qualified staff with funding and
19 resource development experience for the Fund and Resource Development Team.

20 3.9 Evaluation and Data Management (CVOC):

21 To assist ADMINISTRATOR in the ongoing development, implementation
22 and refinement of evaluation processes for the FaCT Program and FaCT FRCs,
23 CONTRACTOR's required activities include, but are not limited to, the
24 following:

25 3.9.1 Collecting and contributing data for the FaCT Annual
26 Outcomes Report, quarterly and annual aggregate reports;

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1 3.9.2 Coordinating and facilitating a minimum of four (4)
2 annual FaCT database trainings and/or meetings for FaCT FRC staff as
3 determined by ADMINISTRATOR;

4 3.9.3 Coordinating and leading monthly data and evaluation
5 meetings for FaCT Program staff.

6 3.9.4 Participating in the ongoing development, implementation
7 and refinement of evaluation processes for the FaCT Program and FaCT FRCs that
8 at a minimum address the outcomes required for funding administered through
9 FaCT. Evaluation activities shall include, but are not limited to, database
10 maintenance and modification; evaluation design; development and
11 implementation of processes for data collection, input and analysis;
12 compilation of reports and processes for broad community inclusion;

13 3.9.5 Serving as the system administrator for the FaCT
14 database;

15 3.9.6 Providing onsite and remote technical assistance to FaCT
16 FRC staff with data entry responsibilities.

17 3.9.7 Informing and supporting ADMINISTRATOR with FaCT FRC data
18 issues.

19 3.9.8 Collaborating with FRC Coordinators and other Contractor
20 Partner Agencies in maximizing the FaCT database and supporting the reporting
21 needs of the FRC;

22 3.9.9 Maintaining FRC data in disaggregate and aggregate form
23 and providing reports, as requested, for use by ADMINISTRATOR; and

24 3.9.10 Serving as a liaison between ADMINISTRATOR and the
25 database software vendor regarding database utility enhancements and other
26 technical matters.

27 3.9.11 CVOC shall provide qualified Data Specialist staff as
28 specified in Subparagraph 9.2 of this Exhibit and through a subcontractor, to

1 be determined, provide an Evaluation and Data Coordinator Consultant as
2 specified in Subparagraph 9.3. TOGI shall provide qualified staff with
3 evaluation and data management experience for the Evaluation and Data
4 Management Team.

5 3.10 Administrative Duties (CVOC):

6 To assist ADMINISTRATOR in FaCT Program activities, CONTRACTOR's
7 ongoing responsibilities include, but are not limited to, the following:

8 3.10.1 Providing logistical, clerical and communication support
9 for strategic planning and all meetings/trainings, for the FaCT Annual
10 Conference and any other events;

11 3.10.2 Staffing the FaCT general phone line, logging and
12 responding to inquiries;

13 3.10.3 Updating and maintaining the FaCT contact mailing list
14 database;

15 3.10.4 Assisting with the specified training materials including
16 presentations and assembling training binders, etc.;

17 3.10.5 Coordinating a Master Calendar for the FaCT Network to
18 track all FaCT related meetings, trainings and events; and

19 3.10.6 Providing support and other duties as needed.

20 3.10.7 CVOC shall provide qualified, Marketing and
21 Administrative Coordinator staff as specified in Subparagraph 9.1 of this
22 Exhibit.

23 4. FACILITIES

24 Administrative services under this Agreement shall be provided at:

25 County of Orange Social Services Agency

26 15405 Lansdowne Road

27 Tustin, CA 92782

28 and/or

1 Charitable Ventures of Orange County

2 1505 E. 17th Street, Suite 101

3 Santa Ana, CA 92705

4 ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify
5 the location(s) where administrative services are to be provided.

6 5. COLLOCATION OF CONTRACTOR STAFF

7 It is mutually agreed that a maximum of six (6) Contractor's staff
8 funded through this Agreement (e.g., CONTRACTOR'S employees and/or
9 subcontracted staff) shall be collocated at SSA's facility as stated in
10 Paragraph 4 of this Exhibit.

11 In regards to the collocation, CONTRACTOR agrees to:

12 5.1 Provide Department of Justice (DOJ) fingerprinting and criminal
13 background checks for all CONTRACTOR collocated staff prior to locating at
14 ADMINISTRATOR's facility.

15 5.2 Maintain detailed personnel files on all CONTRACTOR collocated
16 staff in accordance with Paragraph 27 of this Agreement.

17 5.3 Provide direct supervision of all CONTRACTOR's collocated staff.

18 5.4 Designate a CONTRACTOR contact to address ADMINISTRATOR inquiries
19 and/or concerns regarding collocated CONTRACTOR staff.

20 6. MEETINGS

21 6.1 CONTRACTOR shall meet monthly with ADMINISTRATOR to coordinate
22 services provided to the FaCT community to maximize resources and avoid
23 duplication of services. ADMINISTRATOR may, in its sole discretion, modify
24 the required number and frequency of meetings.

25 6.2 CONTRACTOR shall assign CONTRACTOR staff to participate in other
26 FaCT meetings as required by ADMINISTRATOR.

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1 7. SERVICE DELIVERY PLAN

2 7.1 In addition to reporting requirements referenced in Paragraph 38
3 of this Agreement, CONTRACTOR shall establish and abide by procedures,
4 approved by ADMINISTRATOR, to document service activities performed by
5 CONTRACTOR's staff for services described in Subparagraphs 3.3 through 3.10 of
6 this Exhibit.

7 7.2 CONTRACTOR shall provide at a minimum on a quarterly basis service
8 delivery data to ADMINISTRATOR, in a format approved in writing by
9 ADMINISTRATOR. Service delivery data reports shall include, but not be limited
10 to, the following:

11 7.2.1 Description and number of service delivery activities
12 performed by CONTRACTOR.

13 7.2.2 Number of service delivery activities performed by
14 CONTRACTOR.

15 8. BUDGET

16 8.1 For each of the five (5) COUNTY fiscal years (July 1 through June
17 30) included during the term of this Agreement, the maximum annual budget for
18 services provided pursuant to Exhibit A of this Agreement shall not exceed
19 \$500,000.

20 8.2 ADMINISTRATOR and CONTRACTOR may agree, subject to advance written
21 notice, to add, delete, modify, line items and/or amounts, and/or the number
22 and type of FTE positions, specified in the budgets included in Subparagraph
23 8, without reducing the level of services to be provided or exceeding COUNTY's
24 maximum obligation stated in Subparagraph 21.1of this Agreement.

25 8.3 For the purpose of meeting specific program needs, CONTRACTOR may
26 request to reallocate funds between budgeted line items by utilizing a Budget
27 Modification Request form provided by ADMINISTRATOR, which shall include a
28 justification narrative specifying the purpose of the request, the amount of

1 said funds to be reallocated, and the sustaining annual impact as applicable
2 to the current and subsequent fiscal years. CONTRACTOR shall obtain advance
3 written approval from ADMINISTRATOR for any Budget Modification Request prior
4 to implementation. Failure to obtain advance written notice approval for any
5 proposed Budget Modification Request may result in disallowance of
6 reimbursement for those costs.

7 8.4 In the event the budget shown in Subparagraph 8 is modified, the
8 modified budget shall remain in effect for the remainder of the fiscal year,
9 unless superseded by subsequent budget modification(s) that have been approved
10 in writing by ADMINISTRATOR. For example, if Budget Modification #1 is
11 approved on March 1, 2017, the modified budget will remain in effect until
12 Budget Modification #2 is requested and approved in writing. Under no
13 circumstances shall funds unspent in one fiscal year carry over to another
14 fiscal year.

15 8.5 It is anticipated multiple budget modifications will occur during
16 the term of this Agreement. When appropriate, CONTRACTOR will delay
17 submitting a Budget Modification Request until multiple changes can be
18 incorporated into a single Budget Modification Request versus submitting
19 several Budget Modification Requests that include a single line item change.

20 8.6 In the event ADMINISTRATOR reduces the maximum obligation as
21 stated in Subparagraph 21.1, CONTRACTOR and ADMINISTRATOR may mutually agree
22 in writing to proportionately reduce the service goals as set forth in this
23 Exhibit.

24 8.7 To ensure a meaningful collaboration among Contractor Partner
25 Agencies and decision-making, no single CONTRACTOR shall have more than fifty-
26 one percent (51%) of the total collaborative FRC budget. An exception to the
27 fifty-one percent (51%) maximum may include:

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1 8.7.1 CONTRACTOR is providing more than fifty-one percent (51%)
2 of the total collaborative services.

3 8.7.2 Any CONTRACTOR receiving more than fifty-one percent
4 (51%) of the total FRC collaborative budget must provide a proportional share
5 of the total FRC collaborative services.

6 8.8 The budget for services provided pursuant to Exhibit A of this
7 Agreement, for the period of July 1, 2016 through June 30, 2021, is set forth
8 as follows:

9 YEAR I PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017 BUDGET:

<u>LINE ITEMS</u>	<u>FTE</u> ⁽¹⁾	<u>Maximum Hourly Rate</u> ⁽²⁾	<u>Budget</u>
<u>SALARIES</u>			
<u>Charitable Ventures of Orange County (CVOC)</u> ⁽⁴⁾			
Data Specialist I (Service 1.9)	1.00	\$18.00-25.00	\$ 37,440
Data Specialist II (Service 1.9)	1.00	18.00-25.00	37,440
Marketing and Administrative Coordinator (Services 1.4 and 1.10)	0.25	18.00-25.00	<u>9,360</u>
SUBTOTAL CVOC SALARIES:			\$ 84,240
CVOC Benefits (28%) ⁽³⁾			<u>23,588</u>
SUBTOTAL CVOC SALARIES AND BENEFITS:			\$107,828
<u>SUBCONTRACTORS/CONSULTANTS</u>			
CVOC Community Leadership Development Consultant(s) (Service 1.7) ⁽⁶⁾			\$ 11,250
CVOC Data Evaluation Consultant(s) (Service 1.9) ⁽⁶⁾			<u>40,000</u>
SUBTOTAL SUBCONTRACTORS/CONSULTANTS:			\$ 51,250
<u>SERVICES AND SUPPLIES</u> ⁽⁶⁾			
Alliance Planning and Development Team (Service 1.3) ⁽⁸⁾			\$ 8,000
Alliance Marketing, Training and Technical Assistance Team (Services 1.4, 1.5 and 1.6) ⁽⁸⁾			36,000
CVOC FaCT Annual Conference (Services 1.4, 1.5 and 1.10)			12,000
CVOC Marketing and Printing (Services 1.4 and 1.10)			10,046
CVOC Meeting and Training (Services 1.3, 1.5, 1.6 and 1.8)			7,500
CVOC Presenters and Speakers (Service 1.5)			8,000
TOGI Data Evaluation Team (Service 1.9) ⁽⁸⁾			10,000
TOGI Fund and Resource Development Team (Service 1.8) ⁽⁸⁾			40,000

1	TOGI Marketing Team (Service 1.4) ⁽⁸⁾			2,500
2	TOGI Marketing, Training and Technical Assistance Team (Services 1.4, 1.5 and 1.6) ⁽⁸⁾			4,000
3	TOGI Planning and Development Team (Service 1.3) ⁽⁸⁾			42,000
4	TOGI Translation Services (Service 1.4) ⁽⁸⁾			<u>8,000</u>
5	SUBTOTAL SERVICES AND SUPPLIES:			\$188,046
6	<u>OPERATING EXPENSES</u>			
7	CVOC Mileage ⁽⁵⁾			\$ 2,000
8	CVOC Office Expense			4,944
9	CVOC Staff Development			3,000
10	CVOC Subscriptions, Dues and Fees			1,500
11	CVOC VistaShare Usage Fee, Database and Report Development (Service 1.9)			<u>20,000</u>
12	SUBTOTAL OPERATING EXPENSES:			\$ 31,444
13	<u>INDIRECT COSTS ⁽⁷⁾</u>			
14	CVOC Indirect Costs			\$ <u>39,286</u>
15	SUBTOTAL INDIRECT COSTS:			\$ 39,286
16	SUBTOTAL SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:			\$417,854
17	<u>COMMUNITY BASED CHILD ABUSE PREVENTION (CBCAP) EXPENSES</u>			
18	<u>CVOC SALARIES</u>			
19	Marketing and Administrative Coordinator	0.75	\$18.00-25.00	<u>\$ 28,080</u>
20	(Services 1.4 and 1.10)			
21	SUBTOTAL CBCAP SALARIES:			28,080
22	Benefits (28%) ⁽³⁾			<u>7,862</u>
23	SUBTOTAL CBCAP SALARIES AND BENEFITS:			\$ 35,942
24	<u>SUBCONTRACTORS/CONSULTANTS</u>			
25	CVOC Community Leadership Development Consultant(s) (Service 1.7) ⁽⁶⁾			<u>\$ 33,750</u>
26	SUBTOTAL CBCAP SUBCONTRACTORS/CONSULTANTS:			\$ 33,750
27	<u>SERVICES AND SUPPLIES ⁽⁶⁾</u>			
28	CVOC CEAC Program Expense (Service 1.7)			\$ 3,000
29	CVOC Marketing and Printing (Services 1.4 and 1.10)			1,954
30	TOGI Marketing Team (Service 1.4) ⁽⁸⁾			<u>7,500</u>
31	SUBTOTAL CBCAP SERVICES AND SUPPLIES:			\$ 12,454
32	SUBTOTAL CBCAP SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES:			\$ 82,146
33	SUBTOTAL ALL SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:			\$500,000
34	YEAR I MAXIMUM COUNTY OBLIGATION:			\$500,000

YEAR II PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2018 BUDGET:

<u>LINE ITEMS</u>		Maximum Hourly Rate ⁽²⁾	Budget
<u>SALARIES</u>	<u>FTE</u> ⁽¹⁾		
<u>Charitable Ventures of Orange County (CVOC)</u> ⁽⁴⁾			
Data Specialist I (Service 1.9)	1.00	\$18.00-25.00	\$ 39,312
Data Specialist II (Service 1.9)	1.00	18.00-25.00	39,312
Marketing and Administrative Coordinator (Services 1.4 and 1.10)	0.25	18.00-25.00	<u>9,827</u>
SUBTOTAL CVOC SALARIES:			\$ 88,451
CVOC Benefits (28%) ⁽³⁾			<u>24,767</u>
SUBTOTAL CVOC SALARIES AND BENEFITS:			\$113,218
<u>SUBCONTRACTORS/CONSULTANTS</u>			
CVOC Community Leadership Development Consultant(s) (Service 1.7) ⁽⁶⁾			\$ 11,250
CVOC Data Evaluation Consultant(s) (Service 1.9) ⁽⁶⁾			<u>40,000</u>
SUBTOTAL SUBCONTRACTORS/CONSULTANTS:			\$ 51,250
<u>SERVICES AND SUPPLIES</u> ⁽⁸⁾			
Alliance Planning and Development Team (Service 1.3) ⁽⁸⁾			\$ 8,000
Alliance Marketing, Training and Technical Assistance Team (Services 1.4, 1.5 and 1.6)			36,000
CVOC FaCT Annual Conference (Service 1.4, 1.5 and 1.10)			12,000
CVOC Marketing and Printing (Services 1.4 and 1.10)			10,344
CVOC Meeting and Training (Services 1.3, 1.5, 1.6 and 1.8)			7,500
CVOC Presenters and Speakers (Service 1.5)			8,000
TOGI Data Evaluation Team (Service 1.9) ⁽⁸⁾			10,000
TOGI Fund and Resource Development Team (Service 1.8) ⁽⁸⁾			40,000
TOGI Marketing Team (Service 1.4) ⁽⁸⁾			2,000
TOGI Marketing, Training and Technical Assistance Team ⁽⁸⁾ (Services 1.4, 1.5 and 1.6) ⁽⁸⁾			4,000
TOGI Planning and Development Team (Service 1.3) ⁽⁸⁾			37,000
TOGI Translation Services (Service 1.4) ⁽⁸⁾			<u>8,000</u>
SUBTOTAL SERVICES AND SUPPLIES:			\$182,844
<u>OPERATING EXPENSES</u>			
CVOC Mileage ⁽⁵⁾			\$ 2,000
CVOC Office Expense			5,042
CVOC Staff Development			3,000

1	CVOC Subscriptions, Dues and Fees			1,500
2	CVOC VistaShare Usage Fee, Database and Report Development (Service 1.9)			<u>20,000</u>
3	SUBTOTAL OPERATING EXPENSES:			\$ 31,542
4	<u>INDIRECT COSTS ⁽⁷⁾</u>			
5	CVOC Indirect Costs			\$ <u>39,000</u>
6	SUBTOTAL INDIRECT COSTS:			\$ 39,000
7	SUBTOTAL SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:			\$417,854
8	<u>COMMUNITY BASED CHILD ABUSE PREVENTION (CBCAP) EXPENSES</u>			
9	<u>CVOC SALARIES</u>			
10	Marketing and Administrative Coordinator	0.75	\$18.00-25.00	\$ <u>29,484</u>
11	(Services 1.4 and 1.10)			
12	SUBTOTAL CBCAP SALARIES:			29,484
13	Benefits (28%) ⁽³⁾			<u>8,256</u>
14	SUBTOTAL CBCAP SALARIES AND BENEFITS:			\$ 37,740
15	<u>SUBCONTRACTORS/CONSULTANTS</u>			
16	CVOC Community Leadership Development Consultant(s) (Service 1.7) ⁽⁶⁾			\$ <u>33,750</u>
17	SUBTOTAL CBCAP SUBCONTRACTORS/CONSULTANTS:			\$ 33,750
18	<u>SERVICES AND SUPPLIES ⁽⁶⁾</u>			
19	CVOC CEAC Program Expense (Service 1.7)			\$ 3,000
20	CVOC Marketing and Printing (Services 1.4 and 1.10)			1,656
21	TOGI Marketing Team (Service 1.4) ⁽⁸⁾			<u>6,000</u>
22	SUBTOTAL CBCAP SERVICES AND SUPPLIES:			\$ 10,656
23	SUBTOTAL CBCAP SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES:			\$ 82,146
24	SUBTOTAL ALL SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:			\$500,000
25	YEAR II MAXIMUM COUNTY OBLIGATION:			\$500,000

YEAR III PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2019 BUDGET:

23	<u>LINE ITEMS</u>		Maximum Hourly Rate ⁽²⁾	Budget
24	<u>SALARIES</u>	FTE ⁽¹⁾		
25	<u>Charitable Ventures of Orange County (CVOC) ⁽⁴⁾</u>			
26	Data Specialist I (Service 1.9)	1.00	\$18.00-25.00	\$ 41,278
27	Data Specialist II (Service 1.9)	1.00	18.00-25.00	41,278
28	Marketing and Administrative Coordinator (Services 1.4 and 1.10)	0.25	18.00-25.00	<u>10,320</u>

1	SUBTOTAL CVOC SALARIES:	\$ 92,876
2	CVOC Benefits (27%) ⁽³⁾	<u>25,076</u>
3	SUBTOTAL CVOC SALARIES AND BENEFITS:	\$117,952
4	<u>SUBCONTRACTORS/CONSULTANTS</u>	
5	CVOC Community Leadership Development Consultant(s) (Service 1.7) ⁽⁶⁾	\$ 11,250
6	CVOC Data Evaluation Consultant(s) (Service 1.9) ⁽⁶⁾	<u>40,000</u>
7	SUBTOTAL SUBCONTRACTORS/CONSULTANTS:	\$ 51,250
8	<u>SERVICES AND SUPPLIES</u> ⁽⁸⁾	
9	Alliance Marketing, Training and Technical Assistance Team (Services 1.4, 1.5 and 1.6) ⁽⁸⁾	\$ 36,000
10	Alliance Planning and Development Team (Service 1.3) ⁽⁸⁾	8,000
11	CVOC FaCT Annual Conference (Service 1.4, 1.5 and 1.10)	15,000
12	CVOC Marketing and Printing (Services 1.4 and 1.10)	10,672
13	CVOC Meeting and Training (Services 1.3, 1.5, 1.6 and 1.8)	7,500
14	CVOC Presenters and Speakers (Service 1.5)	8,000
15	TOGI Data Evaluation Team (Service 1.3) ⁽⁸⁾	10,000
16	TOGI Fund and Resource Development Team (Service 1.8) ⁽⁸⁾	40,000
17	TOGI Marketing Team (Service 1.4) ⁽⁸⁾	1,250
18	TOGI Marketing, Training and Technical Assistance Team (Services 1.4, 1.5 and 1.6) ⁽⁸⁾	4,000
19	TOGI Planning and Development Team (Service 1.3) ⁽⁸⁾	37,000
20	TOGI Translation Services (Service 1.4) ⁽⁸⁾	<u>4,000</u>
21	SUBTOTAL SERVICES AND SUPPLIES:	\$181,422
22	<u>OPERATING EXPENSES</u>	
23	CVOC Mileage ⁽⁵⁾	\$ 2,000
24	CVOC Office Expense	2,730
25	CVOC Staff Development	3,000
26	CVOC Subscriptions, Dues and Fees	1,500
27	CVOC VistaShare Usage Fee, Database and Report Development (Service 1.9)	<u>21,000</u>
28	SUBTOTAL OPERATING EXPENSES:	\$ 30,230
29	<u>INDIRECT COSTS</u> ⁽⁷⁾	
30	CVOC Indirect Costs	\$ <u>37,000</u>
31	SUBTOTAL INDIRECT COSTS:	\$ 37,000
32	SUBTOTAL SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:	\$417,854
33	<u>COMMUNITY BASED CHILD ABUSE PREVENTION (CBCAP) EXPENSES</u>	

CVOC SALARIES

Marketing and Administrative Coordinator (Services 1.4 and 1.10)	0.75	\$18.00-25.00	\$ <u>30,959</u>
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SUBTOTAL CBCAP SALARIES:			30,959
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Benefits (27%) ⁽³⁾			<u>8,359</u>
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SUBTOTAL CBCAP SALARIES AND BENEFITS:			\$ 39,318
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SUBCONTRACTORS/CONSULTANTS

CVOC Community Leadership Development Consultant(s) (Service 1.7) ⁽⁶⁾			\$ <u>33,750</u>
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SUBTOTAL CBCAP SUBCONTRACTORS/CONSULTANTS:			\$ 33,750
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SERVICES AND SUPPLIES ⁽⁶⁾

CVOC CEAC Program Expense (Service 1.7)			\$ 4,000
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CVOC Marketing and Printing (Services 1.4 and 1.10)			1,328
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TOGI Marketing Team (Service 1.4) ⁽⁸⁾			<u>3,750</u>
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SUBTOTAL CBCAP SERVICES AND SUPPLIES:			\$ 9,078
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SUBTOTAL CBCAP SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES:			\$ 82,146
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SUBTOTAL ALL SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:			\$500,000
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YEAR III MAXIMUM COUNTY OBLIGATION:			\$500,000
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YEAR IV PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2020 BUDGET:

LINE ITEMS

SALARIES

FTE ⁽¹⁾

Maximum
Hourly
Rate ⁽²⁾

Budget

Charitable Ventures of Orange County (CVOC) ⁽⁴⁾

Data Specialist I (Service 1.9)	1.00	\$18.00-25.00	\$43,342
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Data Specialist II (Service 1.9)	1.00	18.00-25.00	43,342
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Evaluation and Data Coordinator (Service 1.9)	0.50	25.00-35.00	31,200
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Marketing and Administrative Coordinator (Services 1.4 and 1.10)	0.25	18.00-25.00	10,836
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Program Supervisor/Director (Admin.)	0.50	35.00-50.00	<u>41,600</u>
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SUBTOTAL CVOC SALARIES:			\$170,320
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CVOC Benefits (23) ⁽³⁾			<u>39,172</u>
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SUBTOTAL CVOC SALARIES AND BENEFITS:			\$209,492
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SUBCONTRACTORS/CONSULTANTS

CVOC Community Leadership Development Consultant(s) (Service 1.7) ⁽⁶⁾			\$ 11,250
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CVOC Data Evaluation Consultant(s) (Service 1.9) ⁽⁶⁾			<u>10,000</u>
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1	SUBTOTAL SUBCONTRACTORS/CONSULTANTS:			\$ 21,250
2	<u>SERVICES AND SUPPLIES</u> ⁽⁸⁾			
3	Alliance Planning and Development Team (Service 1.3) ⁽⁸⁾			\$ 2,000
4	Alliance Marketing, Training and Technical Assistance Team (Services 1.4, 1.5 and 1.6) ⁽⁸⁾			20,000
5	CVOC FaCT Annual Conference (Service 1.4, 1.5 and 1.10)			15,000
6	CVOC Marketing and Printing (Services 1.4 and 1.10)			9,838
7	CVOC Meeting and Training (Services 1.3, 1.5, 1.6 and 1.8)			7,500
8	CVOC Presenters and Speakers (Service 1.5)			8,000
9	TOGI Data Evaluation Team (Service 1.9) ⁽⁸⁾			5,000
10	TOGI Fund and Resource Development Team (Service 1.8) ⁽⁸⁾			40,000
11	TOGI Marketing Team (Service 1.4) ⁽⁸⁾			750
12	TOGI Planning and Development Team (Service 1.3) ⁽⁸⁾			8,000
13	TOGI Translation Services (Service 1.4) ⁽⁸⁾			<u>4,000</u>
14	SUBTOTAL SERVICES AND SUPPLIES:			\$120,088
15	<u>OPERATING EXPENSES</u>			
16	CVOC Mileage ⁽⁵⁾			\$ 2,000
17	CVOC Office Expense			2,524
18	CVOC Staff Development			3,000
19	CVOC Subscriptions, Dues and Fees			1,500
20	CVOC VistaShare Usage Fee, Database and Report Development (Service 1.9)			<u>21,000</u>
21	SUBTOTAL OPERATING EXPENSES:			\$ 30,024
22	<u>INDIRECT COSTS</u> ⁽⁷⁾			
23	CVOC Indirect Costs			\$ <u>37,000</u>
24	SUBTOTAL INDIRECT COSTS:			\$ 37,000
25	SUBTOTAL SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:			\$417,854
26	<u>COMMUNITY BASED CHILD ABUSE PREVENTION (CBCAP) EXPENSES</u>			
27	<u>CVOC SALARIES</u>			
28	Marketing and Administrative Coordinator (Services 1.4 and 1.10)	0.75	\$18.00-25.00	\$ <u>32,507</u>
29	SUBTOTAL CBCAP SALARIES:			32,507
30	Benefits (23%) ⁽³⁾			<u>7,477</u>
31	SUBTOTAL CBCAP SALARIES AND BENEFITS:			\$ 39,984
32	<u>SUBCONTRACTORS/CONSULTANTS</u>			

1	CVOC Community Leadership Development Consultant(s) (Service 1.7) ⁽⁶⁾	\$ 33,750
2	SUBTOTAL CBCAP SUBCONTRACTORS/CONSULTANTS:	\$ 33,750
3	<u>SERVICES AND SUPPLIES</u> ⁽⁶⁾	
4	CVOC CEAC Program Expense (Service 1.7)	\$ 4,000
5	CVOC Marketing and Printing (Services 1.4 and 1.10)	2,162
6	TOGI Marketing Team (Service 1.4) ⁽⁸⁾	<u>2,250</u>
7	SUBTOTAL CBCAP SERVICES AND SUPPLIES:	\$ 8,412
8	SUBTOTAL CBCAP SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES:	\$ 82,146
9	SUBTOTAL ALL SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:	\$500,000
10	YEAR IV MAXIMUM COUNTY OBLIGATION:	\$500,000

YEAR V PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021 BUDGET:

<u>LINE ITEMS</u>	<u>FTE</u> ⁽¹⁾	<u>Maximum Hourly Rate</u> ⁽²⁾	<u>Budget</u>
<u>SALARIES</u>			
<u>Charitable Ventures of Orange County (CVOC)</u> ⁽⁴⁾			
Data Specialist I (Service 1.9)	1.00	\$18.00-25.00	\$ 45,509
Data Specialist II (Service 1.9)	1.00	18.00-25.00	45,509
Data Specialist III (Service 1.9)	0.50	18.00-25.00	18,720
Evaluation and Data Coordinator (Services 1.9)	0.50	25.00-35.00	32,760
Marketing and Administrative Coordinator (Services 1.4 and 1.10)	0.25	18.00-25.00	11,377
Program Supervisor/Director (Admin.)	0.85	35.00-50.00	<u>74,256</u>
SUBTOTAL CVOC SALARIES:			\$228,131
CVOC Benefits (23%) ⁽³⁾			<u>52,470</u>
SUBTOTAL CVOC SALARIES AND BENEFITS:			\$280,601
<u>SUBCONTRACTORS/CONSULTANTS</u>			
CVOC Community Leadership Development Consultant(s) (Service 1.7) ⁽⁶⁾			\$ <u>3,000</u>
SUBTOTAL SUBCONTRACTORS/CONSULTANTS:			\$ 3,000
<u>SERVICES AND SUPPLIES</u> ⁽⁸⁾			
Alliance Planning and Development Team (Service 1.3) ⁽⁸⁾			\$ 1,000
Alliance Marketing, Training and Technical Assistance Team (Services 1.4, 1.5 and 1.6) ⁽⁸⁾			8,000
CVOC FaCT Annual Conference (Service 1.4, 1.5 and 1.10)			15,000
CVOC Marketing and Printing (Services 1.4 and 1.10)			4,206

1	CVOC Meeting and Training (Services 1.3, 1.5, 1.6 and 1.8)			7,500
2	CVOC Presenters and Speakers (Service 1.5)			8,000
3	TOGI Data Evaluation Team (Service 1.9) ⁽⁸⁾			5,000
4	TOGI Fund and Resource Development Team (Service 1.8) ⁽⁸⁾			14,000
5	TOGI Marketing Team (Service 1.4) ⁽⁸⁾			750
6	TOGI Planning and Development Team (Service 1.3) ⁽⁸⁾			3,000
7	TOGI Translation Services (Service 1.4) ⁽⁸⁾			<u>4,000</u>
8	SUBTOTAL SERVICES AND SUPPLIES:			\$ 70,456
9	<u>OPERATING EXPENSES</u>			
10	CVOC Mileage ⁽⁵⁾			\$ 2,000
11	CVOC Office Expense			297
12	CVOC Staff Development			3,000
13	CVOC Subscriptions, Dues and Fees			1,500
14	CVOC VistaShare Usage Fee, Database and Report Development (Service 1.9)			<u>22,000</u>
15	SUBTOTAL OPERATING EXPENSES:			\$ 28,797
16	<u>INDIRECT COSTS ⁽⁷⁾</u>			
17	CVOC Indirect Costs			\$ <u>35,000</u>
18	SUBTOTAL INDIRECT COSTS:			\$ 35,000
19	SUBTOTAL SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:			\$417,854
20	<u>COMMUNITY BASED CHILD ABUSE PREVENTION (CBCAP) EXPENSES</u>			
21	<u>CVOC SALARIES</u>			
22	Marketing and Administrative Coordinator	0.75	\$18.00-25.00	\$ 34,132
23	(Services 1.4 and 1.10)			
24	Program Supervisor/Director (Admin.)	0.15	35.00-50.00	<u>13,104</u>
25	SUBTOTAL CBCAP SALARIES:			\$ 47,236
26	Benefits (23%) ⁽³⁾			<u>10,864</u>
27	SUBTOTAL CBCAP SALARIES AND BENEFITS:			\$ 58,100
28	<u>SUBCONTRACTORS/CONSULTANTS</u>			
29	CVOC Community Leadership Development Consultant(s) (Service 1.7) ⁽⁶⁾			\$ <u>9,000</u>
30	SUBTOTAL CBCAP SUBCONTRACTORS/CONSULTANTS:			\$ 9,000
31	<u>SERVICES AND SUPPLIES ⁽⁶⁾</u>			
32	CVOC CEAC Program Expense (Service 1.7)			\$ 5,000
33	CVOC Marketing and Printing (Services 1.4 and 1.10)			7,796
34	TOGI Marketing Team (Service 1.4) ⁽⁸⁾			<u>2,250</u>

1	SUBTOTAL CBCAP SERVICES AND SUPPLIES:	\$ 15,046
2	SUBTOTAL CBCAP SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS, SERVICES AND SUPPLIES:	\$ 82,146
3	SUBTOTAL ALL SALARIES, BENEFITS, SUBCONTRACTORS/CONSULTANTS SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS:	\$500,000
4	YEAR V MAXIMUM COUNTY OBLIGATION:	\$500,000
5	TOTAL MAXIMUM COUNTY OBLIGATION FOR 7/01/16 - 6/30/21:	\$2,500,000

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

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

14 (3) Employee Benefits include contributions to health insurance; life
15 insurance; payroll taxes such as FICA, Federal Unemployment Tax, State
16 Unemployment Tax, and Workers' Compensation Tax, based on the currently
17 prevailing rates; and vacation accrual limited to the amount of vacation time
18 earned during the fiscal year in which such expense is claimed. The overall
19 benefit rate shall not exceed twenty-eight percent (28%) of the actual salary
20 expense claimed.

21 (4) Administrative costs are defined as those costs not solely related to
22 direct services, supervision and program costs (e.g., executive director
23 oversight, technology services, accounting, payroll, etc.) and including
24 Indirect Costs shall be held to no more than fifteen percent (15%) of total
25 gross program costs.

26 (5) Mileage is limited to the amount allowed by IRS.

27 (6) Subcontractors will be strategically selected based on FaCT Program
28 needs; assessment of the community's priorities which may include program

1 planning and development, resource development, strategic planning, county-
2 wide community partnerships, and collaborative grant research and writing.

3 ⁽⁷⁾ Indirect Costs shall include CVOC Chief Operating Officer, Program
4 Manager and Controller general contract management costs (e.g., invoicing;
5 budgeting and cash flow management; payroll processing fees, organizational
6 audit, general insurance, employee dishonesty insurance, annual audit and
7 office expenses) and shall be held to a maximum of nine percent (9%) of total
8 gross program costs.

9 ⁽⁸⁾ Activities shall be invoiced at a rate ranging from \$50 to \$200 per
10 hour, dependent on vendor and function. This rate shall be inclusive of all
11 labor, mileage, travel time and overhead costs related to provided services
12 specified in this Agreement.

13 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
14 notice, to add, delete or modify line items and/or amounts and/or the number
15 and type of FTE positions without changing COUNTY's maximum obligation as
16 stated in Subparagraph 21.1 of this Agreement or reducing the level of service
17 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3
18 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
19 as stated in Subparagraph 21.1, CONTRACTOR and ADMINISTRATOR may mutually
20 agree in writing to proportionately reduce the service goals as set forth in
21 this Exhibit.

22 9. STAFF

23 CONTRACTOR agrees to operate continuously through the term of this
24 Agreement with the number and type of staff required for provision of services
25 hereunder:

26 9.1 Marketing and Administrative Coordinator (CVOC)

27 9.1.1 Duties: Responsible for developing and/or coordinating
28 FaCT marketing materials, including FaCT Annual Conference collateral,

1 quarterly FaCT Program e-newsletters, monthly e-blasts, FaCT Annual Outcomes
2 Report, flyers and brochures, update and maintain the FaCT Website, provide
3 technical assistance as determined by ADMINISTRATOR to FaCT FRCs on marketing,
4 provide logistical, clerical and communication support for strategic planning,
5 meetings/trainings, FaCT Annual Conference and other events, staff FaCT
6 general telephone line and log inquires; and other duties as needed.

7 9.1.2 Qualifications: Bachelor's degree in communication,
8 business administration, social science or related field; a minimum of three
9 (3) years of experience, preferably in marketing and public relations, and
10 experience developing marketing materials; excellent verbal, written,
11 communication; and organizational skills.

12 9.2 Data Specialist (CVOC)

13 9.2.1 Duties: Responsible for training and support of client
14 data information into web based data system; ensuring effective interfacing of
15 data systems; monitoring accuracy of data and reports; providing training and
16 technical assistance to FRC staff in regards to FaCT's database system, data
17 collection and outcomes; collaborating with ADMINISTRATOR to ensure data
18 integrity; providing reports as needed; collaborating with other data
19 evaluation staff to ensure maximum utilization of database and reports.

20 9.2.2 Qualifications: Bachelor's degree in computer science,
21 social science, business administration, or related field; a minimum of two
22 (2) years of experience with outcomes, evaluation, and/or data management;
23 proficiency in Microsoft Office programs including WORD, PowerPoint and Excel;
24 and experience with site support and training. A minimum of four (4) years of
25 experience in data and evaluation may substitute for the required Bachelor's
26 degree. Excellent verbal, written, communication and organizational skills.

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1 9.3 Evaluation and Data Coordinator (CVOC)

2 9.3.1 Duties Design and support implementation of comprehensive
3 evaluation plan; enhance current evaluation methods with additional research
4 into best practices, and capacity building assessment and data. Also
5 responsible for training and technical assistance to FRC staff on the FaCT
6 database system, data collection and outcomes; collaboratively work with
7 ADMINISTRATOR to ensure data integrity; providing reports as needed;
8 collaborating with other data evaluation staff to ensure maximum utilization
9 of database and reports.

10 9.3.2 Qualifications: Bachelor's degree (Master degree
11 preferred) in computer science, social science, business administration or
12 related field; a minimum of two (2) years of experience with outcomes,
13 evaluation, and/or community-based research; ability to design user-friendly
14 evaluation plans, tools and reports; proficiency in Microsoft Office programs,
15 including WORD, PowerPoint and Excel; and experience with site support and
16 training. Two (2) years of experience working in data and evaluation may
17 substitute for the required Bachelor's degree. Excellent verbal, written,
18 communication and organizational skills.

19 9.4 Program Supervisor/Director (CVOC)

20 9.4.1 Duties: Serve as project lead and main contact for FaCT
21 FNAS, oversee staff and communicate with Contractor Partner Agencies. Support
22 development of FaCT partner relations, including potential donors to the FaCT
23 Program; provide training and technical assistance efforts and inform topics
24 and speakers; and provide input to Data Evaluation Consultant and Team,
25 Marketing and Administrative Coordinator and Community Leadership Development
26 Consultant(s).

27 9.4.2 Qualifications: Bachelor's degree in business
28 administration, nonprofit management, marketing or related field (Master

1 degree preferred); a minimum of five (5) years of experience preferably in
2 nonprofit administration; a minimum of three (3) years of supervisory, fund
3 development and communications experience. Excellent verbal, written,
4 communication and organizational skills.

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