AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

THE RAISE FOUNDATION

THIS AGREEMENT, entered into this 1st day of July, 2014 which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and The Raise Foundation, a California non-profit corporation, qualified to transact interstate business in the State of California, hereinafter referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR to coordinate the community’s efforts to prevent and respond to child abuse, to coordinate community resources necessary to provide services to new high-risk parents;

 ~~for the provision of~~ ~~in-home family services and intensive in-home services for child abuse intervention and treatment services~~; and

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Sections 18961, 18967 and 18982 to 18983;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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# TERM

The term of this Agreement shall commence on July 1, 2014, and terminate on June 30, 2015, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY’s maximum obligation as stated in Subparagraph 19.1 of this Agreement does not increase as a result.

# 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.

# STATUS OF CONTRACTOR

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

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

# DESCRIPTION OF SERVICES, STAFFING

## CONTRACTOR agrees to provide those services, facilities, equipment and supplies as described in the Exhibit “A” to the Agreement Between County of Orange and The Raise Foundation, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder pursuant to the personnel disclosure provisions of this Agreement.

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

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

# LICENSES AND STANDARDS

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

## In the performance of this Agreement, CONTRACTOR shall comply, unless waived in whole or in part by ADMINISTRATOR, with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); Federal Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange Social Services Agency and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereafter amended.

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

# DELEGATION AND ASSIGNMENT/SUBCONTRACTS

## Delegation and Assignment:

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

## Subcontracts:

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

# FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

## Form of Business Organization:

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

### The form of CONTRACTOR’s business organization, i.e., proprietorship, partnership, corporation, etc.

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

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

## Change in Form of Business Organization:

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

## Real Property Disclosure:

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

### The location by street address and city of any such real property.

### The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector’s tax bill.

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

#### The term duration of any rental, lease or license agreement;

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

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

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

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

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

# NON-DISCRIMINATION

## In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, sexual preference, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or State laws.

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

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

## CONTRACTOR shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

## Non-Discrimination in Employment:

### All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, sexual preference, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

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

California Department of Social Services

Public Inquiry and Response Bureau

P.O. Box 944243, M.S. 8-3-23

Sacramento, CA 94244-2430

Telephone: (800) 952-5253

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

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## Non-Discrimination in Service Delivery:

### CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action and Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 8.6 et seq.

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

#### Pamphlet: “Your Rights Under California Welfare Programs” (PUB 13)

#### Discrimination Complaint Form

#### Civil Rights Contacts:

 County Civil Rights Contact:

 Orange County Social Services Agency

 Program Integrity

 Attn: Civil Rights Coordinator

 P.O. Box 22001

 Santa Ana, CA 92702-2001

 Telephone: (714) 438-8877

 State Civil Rights Contact:

 California Department of Social Services

 Civil Rights Bureau

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

 Sacramento, CA 94244-2430

 Federal Civil Rights Contact:

 U.S. Department of Health and Human Services

 Office of Civil Rights

 50 U.N. Plaza, Room 322

 San Francisco, CA 94102

# NOTICES

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

 COUNTY: County of Orange Social Services Agency

 Contract Services

 888 N. Main Street

 Santa Ana, CA 92701

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 CONTRACTOR: The Raise Foundation

 1920 E. Warner Avenue, Suite A

 Santa Ana, CA 92705

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

# NOTICE OF DELAYS

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

# INDEMNIFICATION

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

# INSURANCE

## Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense and to deposit with ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with, and to keep such insurance coverage and the certificates therefore on deposit with ADMINISTRATOR during the entire term of this Agreement.

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

## All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a “0” by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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

## Qualified Insurer:

### Minimum insurance company ratings as determined by the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States shall be A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category).

### The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is a non-admitted carrier in the State of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company’s performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, ADMINISTRATOR can accept the insurance.

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

|  |  |
| --- | --- |
| Coverage | Minimum Limits |
|  |  |
| Commercial General Liability | $1,000,000 per occurrence$2,000,000 aggregate |
|  |  |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | $1,000,000 per occurrence |
|  |  |
| Workers’ Compensation | Statutory |
|  |  |
| Employer’s Liability Insurance | $1,000,000 per occurrence |
|  |  |
| Sexual Misconduct Liability  | $1,000,000 per occurrence |
|  |  |

## Required Coverage Forms:

### 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.

### 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.

## Required Endorsements:

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

#### 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, employees, agents as Additional Insureds.

#### 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.

## All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

## The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

## All insurance policies required by this Agreement shall give the County of Orange thirty (30) days’ notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

## The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

# NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

CONTRACTOR shall report to COUNTY:

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

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

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

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

# CONFLICT OF INTEREST

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

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

# ANTI-PROSELYTISM PROVISION

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

# SUPPLANTING GOVERNMENT FUNDS

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

# EQUIPMENT

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

CONTRACTOR further agrees to the following:

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

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

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

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

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

## Personal Computer Equipment:

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

# BREACH SANCTIONS

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

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

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

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

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

# PAYMENTS

## Maximum Contractual Obligation:

The maximum obligation of COUNTY under this Agreement shall be $161,572, or actual allowable costs, whichever is less.

## Allowable Costs:

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion,may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2015, during the month of such anticipated expenditure.

## Match:

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

## Claims:

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

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

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

### Year End and Final Claims:

####  CONTRACTOR shall submit a final claim by no later than August 31,2015. Claims received after August 31st may, at ADMINISTRATOR’s sole discretion, not be reimbursed. ADMINISTRATOR maymodify the date upon which the final claim must be received, upon written notice to CONTRACTOR.

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

# OVERPAYMENTS

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

# OUTSTANDING DEBT

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

# FINAL REPORT

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

# INDEPENDENT AUDIT

## CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. The audit must be performed in accordance with generally accepted government auditing standards and OMB Circular A-122. CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

## It is mutually understood that CONTRACTOR’s yearly fiscal cycle covers July 1, 2014 through June 30, 2015. CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit within fourteen (14) calendar days of CONTRACTOR’s receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audit is provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR’s audit submission deadline upon notice to CONTRACTOR.

# RECORDS, INSPECTIONS AND AUDITS

## Financial Records:

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

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

## Client Records:

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

### All client records related to services provided under the terms of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to client records to COUNTY in accordance with Subparagraph 41.2.

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

## Public Records:

With the exception of client records or other records referenced in Paragraph 30, entitled Confidentiality, all records, including but not limited to, reports, audits, notices, claims, statements and correspondence, required by this Agreement may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

## Inspections and Audits:

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

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

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

### CONTRACTOR shall pay to COUNTY the full amount of COUNTY’s liability to the State or Federal government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR’s failure to perform under this Agreement.

## Evaluation Studies:

### CONTRACTOR shall participate as requested by COUNTY in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR’s services or provide information about CONTRACTOR’s project.

# PERSONNEL DISCLOSURE

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

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

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

### The professional degree, if applicable, and experience required for each position; and

### The language skill, if applicable, for all personnel.

## CONTRACTOR’s employment applications shall require applicants to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of any applicant shall be cause for termination of that employee from the performance of services under this Agreement.

## Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, criminal record background checks on all employees and/or volunteers who will provide services under this Agreement. Candidates will satisfy background checks consistent with and comparable to those required for COUNTY employees.

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

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

## COUNTY has the right to approve or disapprove all of CONTRACTOR’s staff performing work hereunder and any proposed changes in CONTRACTOR’s staff.

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

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

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

# EMPLOYMENT ELIGIBILITY VERIFICATION

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

# ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

1. in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
2. in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
3. a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and

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

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

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

# CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

# NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

# CONFIDENTIALITY

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

## All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY’s designee shall be considered and kept confidential by CONTRACTOR, CONTRACTOR’s staff, agents, employees and volunteers. CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services for CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall comply with any audits specified in Paragraph 24, provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

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

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

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

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

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

# COPYRIGHT ACCESS

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

# WAIVER

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

# PETTY CASH

CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed two hundred and fifty dollars ($250).

# PUBLICITY

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

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

### CONTRACTOR shall develop all publicity material in a professional manner; and

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

# COUNTY RESPONSIBILITIES

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

# REPORTS

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

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

# ENERGY EFFICIENCY STANDARDS

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

# ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33 USC Section 1368), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as “EPA,” regulations (Title 40 CFR Part 15), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

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

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

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

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# CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

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

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

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

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

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

# POLITICAL ACTIVITY

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

# TERMINATION PROVISIONS

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

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

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

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

# GOVERNING LAW AND VENUE

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

# SIGNATURE IN COUNTERPARTS

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

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

By: By:

 ELDON BABER COUNTY OF ORANGE

 EXECUTIVE DIRECTOR CHAIR OF THE BOARD

 THE RAISE FOUNDATION OF SUPERVISORS

Dated: Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS

DOCUMENT HAS BEEN DELIVERED TO THE CHAIR

OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535

ATTEST:

SUSAN NOVAK

Clerk of the Board of Supervisors

Orange County, California

APPROVED AS TO FORM

COUNTY COUNSEL

COUNTY OF ORANGE, CALIFORNIA

By:

 DEPUTY

Dated:

EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

THE RAISE FOUNDATION

# POPULATION TO BE SERVED

CONTRACTOR’s primary purpose, as the designated local Child Abuse Prevention Coordinating Council, hereinafter referred to as "COUNCIL,” shall be to coordinate the community’s efforts to prevent and respond to child abuse.

# CONTRACTOR’S FUNCTIONS

## CONTRACTOR’s functions shall include, but not be limited to the following:

### Develop and maintain a protocol for interagency coordination.

### Provide an annual report to the County of Orange Board of Supervisors which includes a summary of program activities and program recommendations.

### Cooperate with ADMINISTRATOR in establishing and meeting performance outcomes as they may be developed and implemented throughout the term of this Agreement.

### Provide a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases.

### Encourage and facilitate training of professionals in the detection, treatment, and prevention of child abuse and neglect.

### Provide leadership by facilitating and/or encouraging other community organizations in the development of community-based child abuse prevention programs that are readily accessible to families.

### Promote public awareness of the abuse and neglect of children, the resources available for intervention and treatment, and encourage involvement in the primary prevention of child abuse.

### Develop and maintain The Raise Foundation website that includes information such as general description of CONTRACTOR, the quarterly newsletter (“The Blue Ribbon”), training and conference schedules, opportunities for involvement with CONTRACTOR as well as volunteer opportunities, and committees and networks.

### Coordinate community resources necessary to provide services to new high-risk parents.

## CONTRACTOR may form committees to carry out specific functions, such as the following:

### Interagency coordination committees;

### Multidisciplinary personnel teams;

### Professional training committees;

### Public awareness committees;

### Service improvement committees;

### Advocacy committees;

# HOURS OF OPERATION

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

## CONTRACTOR shall maintain a holiday schedule consistent with COUNTY’s holiday schedule: New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY’s holiday schedule. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

# GOALS

CONTRACTOR’s goals with respect to this Exhibit A are as follows:

## Provide annual report to ADMINISTRATOR by April 15th of the contract year to be submitted to the Board of Supervisors via Agenda Staff Report.

## Maintain COUNCIL mailing list.

## Develop and distribute quarterly newsletters.

## Coordinate Child Abuse Prevention Month, including but not limited to hosting a ~~Family Festival~~ community based public awareness event, open to all county residents, as a kick-off event to Child Abuse Prevention Month.

## Distribute child abuse prevention materials on an on-going basis throughout the term of this Agreement at community events such as health, outreach and public information fairs and the “Festival of Children”; via Family Resource Centers located in Orange County; and through Public Service Information (social media, e.g. Facebook, Twitter and Raise Foundation Webpage). Child abuse prevention materials shall include but not be limited to:

### Brochures, flyers, and posters;

### Promotional items; and

### Age-appropriate parenting tips and parenting best practices.

## Conduct the “Annual Child Abuse Prevention and Treatment Conference.”

## Conduct “Prevent Child Abuse Network” trainings on a quarterly basis.

## Provide printed information on positive parenting, child safety, and child abuse awareness to families identified at risk of child abuse.

# COUNCIL’S MEMBERSHIP

In accordance with WIC Section 18982.1, CONTRACTOR shall encourage membership representation from the following:

## Public child welfare services, including the County of Orange Social Services Agency (SSA), Probation Department, and licensing agencies.

## Criminal justice system, including law enforcement, office of the district attorney, office of the public defender, the courts, and the coroner.

## Prevention and treatment services communities, including medical and mental health services, community-based social services, and public and private schools.

## Community representatives, including community volunteers, civic organizations, and the religious community.

## Upon written request of ADMINISTRATOR, CONTRACTOR shall prepare and submit a plan outlining recruitment efforts to develop membership representation, as stated in Subparagraphs 5.1 through 5.4 above.

# CHILD WELFARE REDESIGN PLANNING COUNCIL

The Child Welfare Redesign Planning Council is one (1) of five (5) strategy workgroups that supports the SSA Family to Family Initiative. The Child Welfare Redesign Planning Council is not a County of Orange Board of Supervisors designated Board, Commission, or Committee. Membership includes staff from SSA, Probation, Health Care Agency, community-based organizations, and other community stakeholders. CONTRACTOR’s Executive Director shall:

## Participate as a member of the Child Welfare Redesign Planning Council and attend meetings as scheduled. CONTRACTOR’s primary purpose for participation shall be to represent the COUNCIL and to support integration of the COUNCIL’s efforts with the efforts of the Child Welfare Redesign Planning Council.

## Work with the Child Welfare Redesign Planning Council to support community forums.

# BUDGET

The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

LINE ITEMS

|  |  |  |  |
| --- | --- | --- | --- |
| Salaries/Benefits | FTE(1) | MaximumHourly Rate(2) | Budget |
| Executive Director |  .60 | $36.06 | $45,002.00 |
| Program Director  |  .50  |  24.52 | 25,500.00  |
| Accounting Assistant |  .40  |  14.00  | 11,648.00  |
| Operations Director |  .30 |  21.63 | 13,497.00 |
| Controller/Finance Manager | .25 |  25.00 |  13,000.00 |
| SUB-TOTAL SALARIES |  |  | $108,647.00 |
| Benefits(3) (19.55%) |  |  |  21,240.00 |
| Volunteers (In-Kind Match)(6) |  |  |  16,157.00 |
|  |  |
| SUB-TOTAL SALARIES AND BENEFITS | $146,044.00 |
|  |  |  |  |
| Program Expenses |  |  |  |
| Telephone |  $800.00 |
| Postage | 250.00 |
| Mileage(4) | 250.00 |
| SUB-TOTAL PROGRAM EXPENSES | $1,300.00 |
|  |  |  |  |
| Operating Expenses |  |
| Accounting and Audit | $2,500.00 |
| Office Supplies | 2,000.00 |
| Copier Expense | 1,500.00 |
| Computer Website & Maintenance | 1,500.00 |
| Utilities | 1,000.00 |
| Office Rent | 12,500.00 |
| Liability Insurance | 2,685.00 |
| SUB-TOTAL OPERATING EXPENSES | $23,685.00 |
|  |  |
| IV. Services and Supplies |  |
| Prevent Child Abuse Training Network |  |  | $1,000.00 |
| Public Awareness Campaigns |  |  | 3,000.00 |
| SUB-TOTAL SERVICES AND SUPPLIES |  |  | $4,000.00 |
|  |  |  |  |
| Child Abuse Prevention Conference(5) |  |  | $2,700.00 |
| SUB-TOTAL CONFERENCE EXPENSES |  |  | $2,700.00 |
| TOTAL BUDGET |  |  | $177,729.00 |
| Less In-Kind Match (10%) for Volunteers(6) | (16,157.00) |
| **Maximum County Obligation** |  |  | $**161,572.00** |

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

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

(3) Medical, long-term disability, retirement, pension, employee assistance, FICA, SUI, Worker's Compensation, and vacation accrual limited to period of employment during the term of this Agreement and contingent upon availability of funding.

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

(5) Funds restricted to supporting the annual Child Abuse Prevention Conference. Funds cannot be used for salaries or benefits.

(6) In-kind match provided by COUNCIL members at the rate of $25.00 per hour (excludes in-kind hours by COUNCIL members who are SSA employees).

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY’s maximum obligation as stated in Subparagraph 19.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 41.3 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit A.

# STAFF

CONTRACTOR shall give priority consideration in filling vacancies to qualified recipients of aid as specified in Section 10353 of California Public Contract Code, and Section 11200, Chapter 2, and Section 11349, Article 39 of the WIC. CONTRACTOR shall provide the following described staff positions:

## Executive Director

Duties:

### Serve as liaison between COUNCIL and County of Orange Board of Supervisors and their staff, ADMINISTRATOR, and other public and private agencies.

### Supervise coordination of COUNCIL meetings and other related meetings.

### ~~Establish and maintain regular office hours subject to CONTRACTOR board approval.~~

### Ensure adequate telephone coverage for CONTRACTOR.

### ~~Responsible for publicity events, including assuring that arrangements are made for location(s), determining cost(s), and overall condition.~~

### Oversee all operations of CONTRACTOR.

### Serve on Child Welfare Redesign Planning Council and other community boards, task forces, steering and other committees as time permits.

### ~~Prepare~~ Ensure timely preparation of the Annual Report to Board of Supervisors.

### Provide oversight of the supervision and management of all CONTRACTOR staff.

### ~~Collaborate with ADMINISTRATOR to develop bylaws and operational procedures for implementation of the Children’s Trust Fund Commission in accordance with California WIC Section 18967.~~

### Supervise the coordination of public awareness of child abuse and neglect, including facilitating community support for child abuse and neglect programs.

### ~~Responsible for insuring that staff evaluations are performed on a regularly scheduled basis.~~

### ~~Responsible for submitting position reports to the organization’s Chair and its Board of Directors, and for keeping them informed of activities and maintaining communication.~~

Minimum Qualifications:

### Master’s degree in one of the Humanities, Business Administration or Public Administration, or equivalent experience.

### Two (2) years of administrative experience.

### Knowledge of child abuse issues.

### Possession of a valid California driver’s license and proof of automobile insurance.

## ~~Director of Programs~~ Program Director

Duties:

### Provide or coordinate staff support to high-risk parents.

### Assist or delegate the recruitment of members to ensure broad-based community input and support.

### Collaborate with family-strengthening agencies in Orange County on the distribution of child abuse prevention literature, (i.e., age-appropriate parenting tips and parenting best practices, child safety, etc.) to families identified at risk of child abuse.

### Coordinate public awareness events for Child Abuse Prevention Month.

### Develop and maintain at least twelve (12) Memorandums of Understanding with family-strengthening agencies on the distribution of child abuse prevention literature.

### Ensure child abuse prevention literature is provided to family strengthening agencies.

### Create and maintain a database of information such as: data on families served by partner agencies; number of families served by each agency; and family data, including but not limited to, total number of family members, children’s ages, family location, and services received.

### Maintain mailing list for the Blue Ribbon newsletter and the Child Abuse Prevention Conference.

### Perform other duties as assigned by the Executive Director.

Minimum Qualifications:

### ~~Bachelor’s degree in Business, Human Services, or related field preferred,~~  Four (4) years of related experience. Bachelor’s degree in Business, Human Services, or related field preferred.

### Working knowledge of Microsoft (MS) Office (Word, Excel, Access) and MS Publisher.

### Ability to work collaboratively with members of various public and private community organizations.

### Public speaking skills.

### Knowledge of the non-profit sector.

### Exhibit leadership ability.

### Strong organizational and presentation skills.

### Possess an ability to take initiative and work independently as well as collaboratively.

## Accounting Assistant

Duties:

### Responsible for accounts payable, including:

#### Receiving incoming mail from office manager.

#### Coding and entering invoices, and verifying and obtaining invoice approvals.

#### Responding to staff and vendor questions regarding payments.

#### Preparing checks for signature.

#### Maintaining vendor files, as needed.

#### Preparing year-end tax forms.

### Responsible for accounts receivable, including:

#### Receiving all incoming checks from office manager and/or Controller.

#### Coding and entering checks and payments.

#### Verifying that payments match invoices.

### Assist Controller in all financial operations, including preparation of monthly invoices, payroll reports, and other financial reports.

### Other duties as assigned.

Minimum Qualifications:

### ~~Associate degree in Accounting preferred~~.

### Practical knowledge of bookkeeping theories and practices.

### Minimum two (2) years of experience in bookkeeping, accounting, or related work. Associate degree in Accounting preferred

### Working knowledge of MS Office (Word, Excel) and various accounting software.

### Ability to work independently as well as collaboratively.

## Accounting Manager/~~Program Coordinator~~ Operations Director

Duties:

### Responsible for management of day-to-day accounting operations and review of all income and expenses.

### Collect back-up documentation and prepare monthly invoices for approval by the ~~Controller~~ Executive Director and for timely submission to COUNTY.

### Supervise and perform annual evaluation of Accounting Assistant.

### Assist with implementation of internal control systems.

### Assist with preparation for organizational and program audits.

### Provide telephone coverage for COUNCIL, refer calls and/or obtain and provide information as appropriate.

### Maintain confidential, locked file data report forms.

### Insure telephone coverage is provided, and refer calls or provide information as appropriate.

### Perform other duties as assigned by the Controller/Finance Manager and Executive Director.

Minimum Qualifications:

### Bachelor’s degree in Accounting, Business Administration, Finance, or related field preferred.

### Minimum two (2) years of experience in accounting, office management or related work within the nonprofit environment.

### Working knowledge of MS Office (Word, Excel) and various accounting software.

### Ability to take initiative and work independently as well as collaboratively.

## Controller/~~Program Coordinator~~ Finance Manager

Duties:

### ~~Direct~~ Monitor accounting operations, ~~be responsible for~~ ~~management of~~ day-to-day financial operations, and ~~monitor~~ all income and expenses recommending improvements and modifications to the Executive Director.

### Oversee accounting department, and provide supervision and oversight of all accounting staff.

### Review and approve monthly invoices prior to submitting to COUNTY.

### ~~Collect~~ Review back-up documentation and prepare monthly invoices for approval by the Executive Director, and for timely submission to COUNTY.

### Submit monthly financial statements and other financial information to Executive Director and Treasurer.

### Attend monthly finance, management and contract meetings as required by the Executive Director.

### Prepare monthly and other reports as required for the Executive Director.

### Assist in the preparation of organizational, contract, and proposal budgets including budget analysis, forecast, and strategic plans.

### Oversee implementation of internal control systems.

### Oversee internal audits and cooperate with annual external organizational audits.

### ~~Maintain mailing list for The Blue Ribbon newsletter and the Child Abuse Prevention Conference.~~

### ~~Coordinate public awareness and events for Child Abuse Prevention Month.~~

### Perform other duties as assigned by the Executive Director.

Minimum Qualifications:

### Bachelor’s degree in Accounting, Business Administration, Finance, or related field; ~~CPA or CPA candidate~~ preferred.

### Minimum ~~two (2)~~ four (4) years of experience in nonprofit accounting or related work.

### Working knowledge of principles of accounting for non-profit organizations.

### Working knowledge of MS Office (Word, Excel) and various accounting software.

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