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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
THE RAISE FOUNDATION

THIS AGREEMENT, entered into this 1st day of July 2015, 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; 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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Exhibit A

1.	POPULATION TO BE SERVED	1
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1. TERM

The term of this Agreement shall commence on July 1, 2015, and terminate on June 30, 2018, 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.

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 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.

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 The Raise Foundation, attached hereto and incorporated herein by
8 reference. CONTRACTOR shall operate continuously throughout the term of this
9 Agreement with the number and type of staff described and as required for
10 provision of services hereunder.

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

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

18 5. LICENSES AND STANDARDS

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

27 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
28 unless waived in whole or in part by ADMINISTRATOR, with all applicable

1 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
2 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
3 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
4 applicable laws and regulations of the United States, State of California,
5 County of Orange Social Services Agency and all administrative regulations,
6 rules and policies adopted thereunder as each and all may now exist or be
7 hereafter amended.

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

12 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

13 6.1 Delegation and Assignment:

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

23 6.2 Subcontracts:

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

1 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
2 require.

3 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

4 7.1 Form of Business Organization:

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

9 7.1.1 The form of CONTRACTOR's business organization, i.e.,
10 proprietorship, partnership, corporation, etc.

11 7.1.2 A detailed statement indicating the relationship of
12 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
13 individual.

14 7.1.3 A detailed statement indicating the relationship of
15 CONTRACTOR to any subsidiary business organization or to any individual who
16 may be providing services, supplies, material or equipment to CONTRACTOR or in
17 any manner does business with CONTRACTOR under this Agreement.

18 7.2 Change in Form of Business Organization:

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

26 7.3 Real Property Disclosure:

27 If CONTRACTOR is occupying any real property under any agreement,
28 oral or written, where persons are to receive services hereunder, CONTRACTOR

1 shall submit the following information in addition to a copy of the lease,
2 license or rental agreement, as well as any other information requested, prior
3 to the provision of services under this Agreement:

4 7.3.1 The location by street address and city of any such real
5 property.

6 7.3.2 The fair market value of any such real property as such
7 value is reflected on the most recently issued County Tax Collector's tax
8 bill.

9 7.3.3 A detailed description of all existing and pending
10 agreements, with respect to the use or occupation of any such real property.
11 Such description shall include, but not be limited to:

12 7.3.3.1 The term duration of any rental, lease or
13 license agreement;

14 7.3.3.2 The amount of monetary consideration to be
15 paid to the lessor or licensor over the term of the rental, lease or license
16 agreement;

17 7.3.3.3 The type and dollar value of any other
18 consideration to be paid to the lessor or licensor; and

19 7.3.3.4 The full names and addresses of all parties
20 to any agreement concerning the real property and a listing of liens (if any)
21 thereof, together with a listing by full names and addresses of all officers,
22 directors and stockholders of any private corporation, and a similar listing
23 of all general and limited partners of any partnership which is a party.

24 7.3.4 A listing by full names of all of CONTRACTOR's officers,
25 directors and/or partners, members of its administrative and advisory boards,
26 staff and consultants, who have any family relationship by marriage or blood
27 with a party to any agreement concerning real property referred to in
28 Subparagraph 7.3.3, immediately above, or who have any present or future

1 financial interest in such person's business, whether the entity concerned is
2 a corporation or partnership. Such listing shall also include the full names
3 of all of CONTRACTOR's officers, directors, partners and those holding a
4 financial interest. Included are members of its advisory boards, members of
5 its staff and consultants, who have any family relationship by marriage or
6 blood to an officer, director, or stockholder of the corporation or to any
7 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
8 also indicate the names of the officers, directors, stockholders, or
9 partner(s), as appropriate, and the family relationship which exists between
10 such person(s) and CONTRACTOR's representatives listed.

11 7.3.5 True and correct copies of all agreements with respect to
12 any such real property shall be appended to the documentation described above
13 and made a part thereof. If, during the term of this Agreement, there is a
14 change in the agreement(s) with respect to real property where persons receive
15 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
16 describing such changes.

17 8. NON-DISCRIMINATION

18 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
19 shall not engage nor employ any unlawful discriminatory practices in the
20 admission of clients, provision of services or benefits, assignment of
21 accommodations, treatment, evaluation, employment of personnel or in any other
22 respect on the basis of race, religious creed, color, national origin,
23 ancestry, physical disability, mental disability, medical condition, genetic
24 information, marital status, sex, gender, gender identity, gender expression,
25 age, sexual orientation, military and veteran status or any other protected
26 group in accordance with the requirements of all applicable Federal or State
27 laws.

28 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which

1 meets the lawful and applicable requirements of the U.S. Department of Health
2 and Human Services.

3 8.3 CONTRACTOR shall furnish any and all information requested by
4 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
5 books, records and accounts in order to ascertain CONTRACTOR's compliance with
6 Paragraph 8 et seq.

7 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
8 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
9 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

10 8.5 Non-Discrimination in Employment:

11 8.5.1 All solicitations or advertisements for employees placed
12 by or on behalf of CONTRACTOR shall state that all qualified applicants will
13 receive consideration for employment without regard to race, religious creed,
14 color, national origin, ancestry, physical disability, mental disability,
15 medical condition, genetic information, marital status, sex, gender, gender
16 identity, gender expression, age, sexual orientation, military and veteran
17 status or any other protected group in accordance with the requirements of all
18 applicable Federal or State laws. Notices describing the provisions of the
19 equal opportunity clause shall be posted in a conspicuous place for employees
20 and job applicants.

21 8.5.2 CONTRACTOR shall refer any and all employees desirous of
22 filing a formal discrimination complaint to:

23 California Department of Social Services

24 Public Inquiry and Response Bureau

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

26 Sacramento, CA 94244-2430

27 Telephone: (800) 952-5253

28 (800) 952-8349 (For the hard of hearing)

1 8.6 Non-Discrimination in Service Delivery:

2 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
3 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
4 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
5 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
6 the Americans with Disabilities Act of 1990; California Civil Code Section 51
7 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
8 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
9 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
10 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
11 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
12 Act of 1996; and other applicable Federal and State laws, as well as their
13 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
14 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
15 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
16 now exist or be hereafter amended. CONTRACTOR shall not implement any
17 administrative methods or procedures which would have a discriminatory effect
18 or which would violate the California Department of Social Services (CDSS)
19 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
20 are any violations of this Paragraph, CDSS shall have the right to invoke
21 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
22 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
23 to the appropriate Federal agency for further compliance action and
24 enforcement of Subparagraph 8.6 et seq.

25 8.6.2 CONTRACTOR shall provide any and all clients desirous of
26 filing a formal complaint any and all information as appropriate:

27 8.6.2.1 Pamphlet: "Your Rights Under California
28 Welfare Programs" (PUB 13)

1 8.6.2.2 Discrimination Complaint Form

2 8.6.2.3 Civil Rights Contacts:

3 County Civil Rights Contact:

4 Orange County Social Services Agency

5 Program Integrity

6 Attn: Civil Rights Coordinator

7 P.O. Box 22001

8 Santa Ana, CA 92702-2001

9 Telephone: (714) 438-8877

10 State Civil Rights Contact:

11 California Department of Social Services

12 Civil Rights Bureau

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

14 Sacramento, CA 94244-2430

15 Federal Civil Rights Contact:

16 U.S. Department of Health and Human Services

17 Office of Civil Rights

18 50 U.N. Plaza, Room 322

19 San Francisco, CA 94102

20 9. NOTICES

21 9.1 All notices, claims, correspondence, reports, and/or statements
22 authorized or required by this Agreement shall be addressed as follows:

23 COUNTY: County of Orange Social Services Agency

24 Contract Services

25 ~~888 N. Main Street~~ 500 N. State College Blvd.

26 ~~Santa Ana Orange~~, CA ~~92701~~ 92868

27
28 CONTRACTOR: The Raise Foundation

1 2900 Bristol Street, J-201

2 Costa Mesa, CA 92626

3 9.2 All notices shall be deemed effective when in writing and
4 deposited in the United States mail, first class, postage prepaid and
5 addressed as above. Any notices, claims, correspondence, reports and/or
6 statements authorized or required by this Agreement addressed in any other
7 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually
8 agree in writing to change the addresses to which notices are sent.

9 10. NOTICE OF DELAYS

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

15 11. INDEMNIFICATION

16 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
17 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
18 State, COUNTY, and their elected and appointed officials, officers, employees,
19 agents and those special districts and agencies which COUNTY's Board of
20 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
21 any claims, demands or liability of any kind or nature, including but not
22 limited to personal injury or property damage, arising from or related to the
23 services, products or other performance provided by CONTRACTOR pursuant to
24 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
25 court of competent jurisdiction because of the concurrent active negligence of
26 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
27 be apportioned as determined by the court. Neither party shall request a jury
28 apportionment.

1 12. INSURANCE

2 12.1 Prior to the provision of services under this Agreement,
3 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
4 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
5 endorsements required herein, necessary to satisfy COUNTY that the insurance
6 provisions of this Agreement have been complied with, and to keep such
7 insurance coverage and the certificates therefore on deposit with
8 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall
9 ensure that all subcontractors performing work on behalf of Contractor
10 pursuant to this agreement shall be covered under Contractor's insurance as an
11 Additional Insured or maintain insurance subject to the same terms and
12 conditions as set forth herein for Contractor. Contractor shall not allow
13 subcontractors to work if subcontractors have less than the level of coverage
14 required by County from Contractor under this agreement. It is the obligation
15 of Contractor to provide notice of the insurance requirements to every
16 subcontractor and to receive proof of insurance prior to allowing any
17 subcontractor to begin work. Such proof of insurance must be maintained by
18 Contractor through the entirety of this agreement for inspection by County
19 representative(s) at any reasonable time.

20 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
21 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
22 to the same terms and conditions as set forth herein for CONTRACTOR.

23 12.3 All self-insured retentions (SIRs) and deductibles shall be
24 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
25 apply, indicate this on the Certificate of Insurance with a zero (0) by the
26 appropriate line of coverage. Any self-insured retention (SIR) or deductible
27 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
28 specifically be approved by the County Executive Office (CEO)/Office of Risk

1 Management upon review of CONTRACTOR's current audited financial report.

2 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
3 the full term of this Agreement, COUNTY may terminate this Agreement.

4 12.5 Qualified Insurer:

5 12.5.1 The policy or policies of insurance required herein must
6 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
7 Rating) and VIII (Financial Size Category as determined by the most current
8 edition of the Best's Key Rating Guide/Property-Casualty/United States or
9 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
10 to do business in the state of California (California Admitted Carrier).

11 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
12 /VIII, the CEO/Office of Risk Management retains the right to approve or
13 reject a carrier after a review of the company's performance and financial
14 rating.

15 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
16 provide the minimum limits and coverage as set forth below:

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

27 12.8 Required Coverage Forms:

28 12.8.1 Commercial General Liability coverage shall be written on

1 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
2 liability coverage at least as broad.

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

6 12.9 Required Endorsements:

7 12.9.1 Commercial General Liability policy shall contain the
8 following endorsements, which shall accompany the Certificate of Insurance:

9 12.9.1.1 An Additional Insured endorsement using ISO
10 form CG 2010 or CG 2033 or a form at least as broad naming the County of
11 Orange, its elected and appointed officials, officers, employees, agents as
12 Additional Insureds.

13 12.9.1.2 A primary non-contributing endorsement
14 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
15 insurance maintained by the County of Orange shall be excess and non-
16 contributing.

17 12.10 All insurance policies required by this Agreement shall waive all
18 rights of subrogation against the County of Orange, its elected and appointed
19 officials, officers, agents and employees when acting within the scope of
20 their appointment or employment.

21 12.11 The Workers' Compensation policy shall contain a waiver of
22 subrogation endorsement waiving all rights of subrogation against the County
23 of Orange, its elected and appointed officials, officers, agents and
24 employees.

25 12.12 CONTRACTOR shall notify County in writing within thirty (30) days
26 of any policy cancellation and ten (10) days for non-payment of premium and
27 provide a copy of the cancellation notice to County. Failure to provide
28 written notice of cancellation may constitute a material breach of the

1 contract, upon which the County may suspend or terminate this Agreement.

2 12.13 The Commercial General Liability policy shall contain a
3 severability of interests clause also known as a "separation of insureds"
4 clause (standard in the ISO CG 0001 policy).

5 12.14 Insurance certificates should be mailed to COUNTY at the address
6 indicated in Paragraph 9 of this Agreement.

7 12.15 If CONTRACTOR fails to provide the insurance certificates and
8 endorsements within seven (7) days of notification by CEO/County Procurement
9 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

10 12.16 COUNTY expressly retains the right to require CONTRACTOR to
11 increase or decrease insurance of any of the above insurance types throughout
12 the term of this Agreement. Any increase or decrease in insurance will be as
13 deemed by County of Orange Risk Manager as appropriate to adequately protect
14 COUNTY.

15 12.17 COUNTY shall notify CONTRACTOR in writing of changes in the
16 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
17 certificates of insurance and endorsements with COUNTY incorporating such
18 changes within thirty (30) days of receipt of such notice, this Agreement may
19 be in breach without further notice to CONTRACTOR, and COUNTY shall be
20 entitled to all legal remedies.

21 12.18 The procuring of such required policy or policies of insurance
22 shall not be construed to limit CONTRACTOR's liability hereunder nor to
23 fulfill the indemnification provisions and requirements of this Agreement, nor
24 act in any way to reduce the policy coverage and limits available from the
25 insurer.

26 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

27 CONTRACTOR shall report to COUNTY:

28 13.1 Any accident or incident relating to services performed under this

1 Agreement which involves injury or property damage which may result in the
2 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
3 shall be made in writing within twenty-four (24) hours of occurrence.

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

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

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

15 14. CONFLICT OF INTEREST

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

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

26 15. ANTI-PROSELYTISM PROVISION

27 No funds provided directly to institutions or organizations to provide
28 services and administer programs under Title 42 United States Code (USC)

1 Section 604(a)(1)(A) shall be expended for sectarian worship, instruction, or
2 proselytization, except as otherwise permitted by law.

3 16. SUPPLANTING GOVERNMENT FUNDS

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

13 17. EQUIPMENT

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

23 CONTRACTOR further agrees to the following:

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

26 17.1.2 To label all items of Capital Equipment, do periodic
27 inventories as required by ADMINISTRATOR and to maintain an inventory list
28 showing where and how the Capital Equipment is being used, in accordance with

1 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
2 ADMINISTRATOR within ten (10) days of any request therefore.

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

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

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

20 17.3 Personal Computer Equipment:

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

24 18. BREACH SANCTIONS

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

1 Agreement:

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

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

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

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

11 19. PAYMENTS

12 19.1 Maximum Contractual Obligation:

13 The maximum obligation of COUNTY under this Agreement shall not
14 exceed the amount of \$896,622: the amount of \$290,408 for July 1, 2015
15 through June 30, 2016; the amount of \$298,811 for July 1, 2016 through June
16 30, 2017; and the amount of \$307,403 for July 1, 2017 through June 30, 2018,
17 or actual allowable costs, whichever is less.

18 19.2 Allowable Costs:

19 During the term of this Agreement, COUNTY shall pay CONTRACTOR
20 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
21 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by
22 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
23 for anticipated allowable costs that will be incurred by CONTRACTOR for June
24 2016, June 2017 and June 2018, during the month of such anticipated
25 expenditure.

26 19.3 Match:

27 In providing services pursuant to this Agreement, CONTRACTOR shall
28 provide a match in an amount no less than ten percent (10%) of the amount paid

1 to CONTRACTOR by COUNTY each year covered by this Agreement. CONTRACTOR shall
2 not use government funds to provide its match without prior written approval
3 by the government agency providing the funds and ADMINISTRATOR. The match
4 shall be reflected on the monthly invoice and shall be deducted from payments
5 made by COUNTY to CONTRACTOR. In the event there is a portion of the match
6 unpaid at the termination of this Agreement, it shall be deducted from any
7 monies owed CONTRACTOR by COUNTY, or paid to COUNTY upon demand.

8 19.4 Claims:

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

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

26 19.4.3 Payments should be released by COUNTY within a reasonable
27 time period of approximately thirty (30) days after receipt of a correctly
28 completed claim form and required supporting documentation.

1 19.4.4 Year End and Final Claims:

2 19.4.4.1 CONTRACTOR shall submit a final claim for
3 each COUNTY fiscal year ~~July 1 through June 30~~ covered under the term of this
4 Agreement as stated in Paragraph 1 in accordance with subparagraphs 19.4.4.2
5 to 19.4.4.4, by no later than August 30 of each corresponding COUNTY fiscal
6 year. ~~Claims received after August 30 of each corresponding COUNTY fiscal~~
7 ~~year may, at ADMINISTRATOR's sole discretion, not be reimbursed.~~
8 ~~ADMINISTRATOR may modify the date upon which the final claim per each COUNTY~~
9 ~~fiscal year must be received, upon written notice to CONTRACTOR.~~

10 19.4.4.2 Final claims for the term of July 1, 2015
11 through June 30, 2016, must be received no later than August 30, 2016 at 5:00
12 p.m.

13 19.4.4.3 Final claims for the term of July 1, 2016
14 through June 30, 2017, must be received no later than August 30, 2017 at 5:00
15 p.m.

16 19.4.4.4 Final claims for the term of July 1, 2017
17 through June 30, 2018, must be received no later than August 30, 2018 at 5:00
18 p.m.

19 19.4.4.5 Claims received after the dates specified in
20 Subparagraphs 19.4.4.2 to 19.4.4.4 may not be reimbursed. ADMINISTRATOR may,
21 in its sole discretion, modify the date upon which the final claim per term
22 must be received, upon written notice to CONTRACTOR.

23 19.4.4.6 The basis for final settlement shall be the
24 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122,
25 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
26 to the maximum obligation of COUNTY. In the event that any overpayment has
27 been made, COUNTY may offset the amount of the overpayment against the final
28 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall

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

4 20. OVERPAYMENTS

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

18 21. OUTSTANDING DEBT

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

22
23 22. FINAL REPORT

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

1 23. INDEPENDENT AUDIT

2 23.1 CONTRACTOR shall employ a licensed certified public accountant who
3 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
4 related expenditures during the term of this Agreement in compliance with the
5 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
6 Organizations. The audit must be performed in accordance with generally
7 accepted government auditing standards and OMB Circular A-122. CONTRACTOR
8 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
9 corrective action is taken within six (6) months after issuance of all audit
10 reports with regard to audit exceptions.

11 23.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
12 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
13 of organization-wide audits for each of the fiscal cycles corresponding with
14 the term of this Agreement. CONTRACTOR shall provide each audit within
15 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
16 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
17 payment under this or any subsequent Agreement with CONTRACTOR until such time
18 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
19 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

20 24. RECORDS, INSPECTIONS AND AUDITS

21 24.1 Financial Records:

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

27 24.1.2 CONTRACTOR shall establish and maintain reasonable
28 accounting, internal control and financial reporting standards in conformity

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

4 24.2 Client Records:

5 24.2.1 CONTRACTOR shall prepare and maintain accurate and
6 complete records of clients served and dates and type of services provided
7 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

8 24.2.2 All client records related to services provided under the
9 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
10 (5) years from the date of final payment under this Agreement or until all
11 pending COUNTY, State and Federal audits are completed, whichever is later.
12 Notwithstanding anything to the contrary, upon termination of this Agreement,
13 CONTRACTOR shall relinquish control with respect to client records to COUNTY
14 in accordance with Subparagraph 41.2.

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

20 24.3 Public Records:

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

26 24.4 Inspections and Audits:

27 24.4.1 The U.S. Department of Health and Human Services,
28 Comptroller General of the United States, Director of CDSS, State Auditor-

1 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
2 Department, or any of their authorized representatives, shall have access to
3 any books, documents, papers and records, including medical records, of
4 CONTRACTOR which any of them may determine to be pertinent to this Agreement
5 for the purpose of financial monitoring. Further, all the above mentioned
6 persons have the right at all reasonable times to inspect or otherwise
7 evaluate the work performed or being performed under this Agreement and the
8 premises in which it is being performed.

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

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

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

21 24.5 Evaluation Studies:

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

26 25. PERSONNEL DISCLOSURE

27 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
28 all personnel providing services hereunder, including résumés and job

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

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

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

10 25.1.3 The professional degree, if applicable, and experience
11 required for each position; and

12 25.1.4 The language skill, if applicable, for all personnel.

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

19 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
20 COUNTY, criminal record background checks on all employees and/or volunteers
21 who will provide services under this Agreement. Candidates will satisfy
22 background checks consistent with and comparable to those required for COUNTY
23 employees.

24 25.4 CONTRACTOR warrants that all persons employed or otherwise
25 assigned by CONTRACTOR to provide services under this Agreement have
26 satisfactory past work records and/or reference checks indicating their
27 ability to perform the required duties and accept the kind of responsibility
28 anticipated under this Agreement. CONTRACTOR shall maintain records of

1 background investigations and reference checks undertaken and coordinated by
2 CONTRACTOR for each employee and/or volunteer assigned to provide services
3 under this Agreement for a minimum of five (5) years from the date of final
4 payment under this Agreement or until all pending COUNTY, State and Federal
5 audits are completed, whichever is later, in compliance with all applicable
6 laws.

7 25.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
8 arrest and/or subsequent conviction, for offenses other than minor traffic
9 offenses, of any paid employee and/or volunteer staff performing services
10 under this Agreement, when such information becomes known to CONTRACTOR.
11 ADMINISTRATOR may determine whether such employee and/or volunteer may
12 continue to provide services under this Agreement and shall provide notice of
13 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
14 with ADMINISTRATOR's decision shall be deemed a material breach of this
15 Agreement, pursuant to Paragraph 18 above.

16 25.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
17 staff performing work hereunder and any proposed changes in CONTRACTOR's
18 staff.

19 25.7 COUNTY shall have the right to require CONTRACTOR to remove any
20 employee from the performance of services under this Agreement. At the
21 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

22 25.8 CONTRACTOR shall notify COUNTY immediately when staff is
23 terminated for cause from working on this Agreement.

24 25.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
25 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
26 work in accordance with the terms and conditions of this Agreement.

27 26. EMPLOYMENT ELIGIBILITY VERIFICATION

28 As applicable, CONTRACTOR warrants that it fully complies with all

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

17 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

18 27.1 In order to comply with child support enforcement requirements of
19 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
20 of the award of this Agreement:

- 21 (a) in the case of an individual contractor, his/her name, date of
22 birth, Social Security number, and residence address;
- 23 (b) in the case of a contractor doing business in a form other than as
24 an individual, the name, date of birth, Social Security number,
25 and residence address of each individual who owns an interest of
26 ten percent (10%) or more in the contracting entity;

27 ///

28 ///

1 (c) a certification that CONTRACTOR has fully complied with all
2 applicable Federal and State reporting requirements regarding its
3 employees; and

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

7 27.2 The failure of CONTRACTOR to timely submit the data or
8 certifications required by subsections (a), (b), (c), or (d), or to comply
9 with all Federal and State employee reporting requirements for child support
10 enforcement or to comply with all lawfully served Wage and Earnings Assignment
11 Orders and Notices of Assignment shall constitute a material breach of this
12 Agreement, and failure to cure such breach within sixty (60) calendar days of
13 notice from COUNTY shall constitute grounds for termination of this Agreement.

14 27.3 It is expressly understood that this data will be transmitted to
15 governmental agencies charged with the establishment and enforcement of child
16 support orders, and for no other purpose.

17 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

7 30. CONFIDENTIALITY

8 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
9 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
10 and all other provisions of law, and regulations promulgated thereunder
11 relating to privacy and confidentiality, as each may now exist or be hereafter
12 amended.

13 30.2 All records and information concerning any and all persons
14 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
15 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
16 volunteers. CONTRACTOR shall require all of its employees, agents,
17 subcontractors and volunteer staff who may provide services for CONTRACTOR
18 under this Agreement to sign an agreement with CONTRACTOR before commencing
19 the provision of any such services, to maintain the confidentiality of any and
20 all materials and information with which they may come into contact, or the
21 identities or any identifying characteristics or information with respect to
22 any and all participants referred to CONTRACTOR by COUNTY, except as may be
23 required to provide services under this Agreement or to those specified in
24 this Agreement as having the capacity to audit CONTRACTOR, and as to the
25 latter, only during such audit. CONTRACTOR shall comply with any audits
26 specified in Paragraph 24, provide reports and any other information required
27 by COUNTY in the administration of this Agreement, and as otherwise permitted
28 by law.

1 30.3 CONTRACTOR shall inform all of its employees, agents,
2 subcontractors, volunteers and partners of this provision and that any person
3 violating the provisions of said State law may be guilty of a crime.

4 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
5 be subject to the confidentiality requirements of this Agreement.

6 30.5 CONTRACTOR agrees to maintain the confidentiality of its records
7 with respect to Juvenile Court matters, in accordance with WIC Section 827,
8 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
9 regarding Confidentiality, as it now exists or may hereafter be amended.

10 30.5.1 No access, disclosure or release of information regarding
11 a child who is the subject of Juvenile Court proceedings shall be permitted
12 except as authorized. If authorization is in doubt, no such information shall
13 be released without the written approval of a Judge of the Juvenile Court.

14 30.5.2 CONTRACTOR must receive prior written approval of the
15 Juvenile Court before allowing any child to be interviewed, photographed or
16 recorded by any publication or organization or to appear on any radio,
17 television or internet broadcast or make any other public appearance. Such
18 approval shall be requested through child's Social Worker.

19 31. COPYRIGHT ACCESS

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

24 32. WAIVER

25 No delay or omission by either party hereto to exercise any right or
26 power accruing upon any noncompliance or default by the other party with
27 respect to any of the terms of this Agreement shall impair any such right or
28 power or be construed to be a waiver thereof. A waiver by either of the

1 parties hereto of any of the covenants, conditions, or agreements to be
2 performed by the other shall not be construed to be a waiver of any succeeding
3 breach thereof or of any other covenant, condition or agreement herein
4 contained.

5 33. PETTY CASH

6 CONTRACTOR is authorized to establish a petty cash fund in an amount not
7 to exceed ~~two hundred and fifty dollars~~ one thousand dollars (\$1,000.00).

8 34. PUBLICITY

9 34.1 Information and solicitations, prepared and released by
10 CONTRACTOR, concerning the services provided under this Agreement shall state
11 that the program, wholly or in part, is funded through COUNTY, State and
12 Federal government funds.

13 34.2 CONTRACTOR shall not disclose any details in connection with this
14 Agreement to any person or entity except as may be otherwise provided
15 hereunder or required by law. However, in recognizing CONTRACTOR's need to
16 identify its services and related clients to sustain itself, COUNTY shall not
17 inhibit CONTRACTOR from publishing its role under this Agreement within the
18 following conditions:

19 34.2.1 CONTRACTOR shall develop all publicity material in a
20 professional manner; and

21 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
22 and shall not authorize another to, publish or disseminate any commercial
23 advertisements, press releases, feature articles, or other materials using the
24 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
25 unreasonably withhold written consent.

26 35. COUNTY RESPONSIBILITIES

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

1 36. REPORTS

2 36.1 CONTRACTOR shall provide information deemed necessary by
3 ADMINISTRATOR to complete any State-required reports related to the services
4 provided under this Agreement.

5 36.2 CONTRACTOR shall maintain records and submit reports containing
6 such data and information regarding the performance of CONTRACTOR's services,
7 costs or other data relating to this Agreement, as may be requested by
8 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
9 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

10 37. ENERGY EFFICIENCY STANDARDS

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

14 38. ENVIRONMENTAL PROTECTION STANDARDS

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

21 38.1 No facility to be utilized in the performance of the proposed
22 grant has been listed on the EPA List of Violating Facilities;

23 38.2 It will notify COUNTY prior to award of the receipt of any
24 communication from the Director, Office of Federal Activities, U.S. EPA,
25 indicating that a facility to be utilized for the grant is under consideration
26 to be listed on the EPA List of Violating Facilities; and

27 38.3 It will notify COUNTY and EPA about any known violation of the
28 above laws and regulations.

1 39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
2 FEDERAL TRANSACTIONS

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

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

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

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

25 2) If any funds other than Federal appropriated funds
26 (including profit or fee received under a covered Federal transaction) have
27 been paid, or will be paid, to any person for influencing or attempting to
28 influence an officer or employee of any agency, a Member of Congress, an

1 officer or employee of Congress, or an employee of a Member of Congress on his
2 or her behalf in connection with this solicitation, the offeror shall complete
3 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
4 Activities, to the Contracting Officer; and

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

9 C. Submission of this certification and disclosure is a
10 prerequisite for making or entering into this Agreement imposed by Section
11 1352, Title 31, USC. Any person who makes an expenditure prohibited under
12 this provision or who fails to file or amend the disclosure form to be filed
13 or amended by this provision, shall be subject to a civil penalty of not less
14 than \$10,000, and not more than \$100,000, for each such failure.

15 40. POLITICAL ACTIVITY

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

19 41. TERMINATION PROVISIONS

20 41.1 ADMINISTRATOR may terminate this Agreement without penalty
21 immediately with cause or after thirty (30) days written notice without cause,
22 unless otherwise specified. Notice shall be deemed served on the date of
23 mailing. Cause shall be defined as any breach of contract, any
24 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
25 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
26 all further obligations under this Agreement.

27 41.2 Upon termination, or notice thereof, CONTRACTOR agrees to
28 cooperate with ADMINISTRATOR in the orderly transfer of service

1 responsibilities, active case records, and pertinent documents.

2 41.3 The obligations of COUNTY under this Agreement are contingent upon
3 the availability of Federal and/or State funds, as applicable, for the
4 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
5 for the services hereunder in the budget approved by the Orange County Board
6 of Supervisors each fiscal year this Agreement remains in effect or operation.
7 In the event that such funding is terminated or reduced, ADMINISTRATOR may
8 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
9 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
10 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
11 notification of such determination. CONTRACTOR shall immediately comply with
12 ADMINISTRATOR's decision.

13 41.4 If any provision of this Agreement or the application thereof is
14 held invalid, the remainder of this Agreement shall not be affected thereby.

15 42. GOVERNING LAW AND VENUE

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

25 43. SIGNATURE IN COUNTERPARTS

26 The parties agree that separate copies of this Agreement may be signed
27 by each of the parties, and this Agreement will have the same force and effect
28 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: _____
Eldon Baber
Executive Director
The Raise Foundation

By: _____
Chairman of the Board of Supervisors
County of Orange, California

Dated: _____

Dated: _____

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

Robin Stieler
Interim Clerk of the Board
County of Orange, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
Deputy

Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 THE RAISE FOUNDATION

8 1. POPULATION TO BE SERVED

9 CONTRACTOR's primary purpose, as the designated local County of Orange
10 Child Abuse Prevention Coordinating Council, hereinafter referred to as
11 "COUNCIL," shall be to coordinate the community's efforts to prevent and
12 respond to child abuse.

13 2. CONTRACTOR'S RESPONSIBILITIES

14 2.1 CONTRACTOR's responsibilities shall include, but not be limited to
15 the following:

16 2.1.1 Pursuant to Welfare and Institutions Code (WIC) Section
17 18983.6, develop and maintain a protocol for interagency coordination and
18 provide yearly reports to the Orange County ~~Provide an annual report to the~~
19 ~~County of Orange~~ Board of Supervisors which shall include a summary of program
20 activities and program recommendations. CONTRACTOR shall submit the report to
21 ADMINISTRATOR by April 15 each contract year, or as mutually agreed upon with
22 ADMINISTRATOR.

23 2.1.2 Pursuant to WIC Section 18982.2 (a) through (e),

24 2.1.2.1 Provide a forum for interagency cooperation
25 and coordination in the prevention, detection, treatment, and legal processing
26 of child abuse cases;

27 2.1.2.2 Promote public awareness of the abuse and
28 neglect of children, the resources available for intervention and treatment; :-

1 ~~and encourage involvement in the primary prevention of child abuse;~~

2 2.1.2.3 Encourage and facilitate training of
3 professionals in the detection, treatment, and prevention of child abuse and
4 neglect;

5 2.1.2.4 Recommend improvements in services to
6 families and victims;

7 2.1.2.5 Encourage and facilitate community support
8 for child abuse and neglect programs.

9 2.1.3 Provide leadership by facilitating and/or encouraging
10 other community organizations in the development of community-based child
11 abuse prevention programs that are readily accessible to families.

12 2.1.4 Cooperate with ADMINISTRATOR in establishing and meeting
13 performance outcomes as they may be developed and implemented throughout the
14 term of this Agreement.

15 2.1.5 Develop and maintain The Raise Foundation website that
16 includes information such as general description of CONTRACTOR, the quarterly
17 newsletter ("The Blue Ribbon"), training and conference schedules,
18 ~~opportunities for involvement with CONTRACTOR as well as~~ volunteer
19 opportunities and committees and networks.

20 2.1.6 Coordinate community resources necessary to provide
21 services to new high-risk parents.

22 2.1.7 Provide printed information on positive parenting, child
23 safety, and child abuse awareness to families identified as at risk of child
24 abuse.

25 2.1.8 Maintain COUNCIL mailing list.

26 2.1.9 Develop and distribute quarterly newsletters.

27 2.2 Pursuant to WIC Section 18982.3, CONTRACTOR may form committees to
28 carry out specific functions, such as the following:

1 2.2.1 Interagency coordination committees;

2 2.2.2 Multidisciplinary personnel teams;

3 2.2.3 Professional training committees;

4 2.2.4 Public awareness committees;

5 2.2.5 Service improvement committees;

6 2.2.6 Advocacy committees;

7 2.2.7 Fundraising committees.

8 3. HOURS OF OPERATION

9 3.1 CONTRACTOR shall provide services during hours that are responsive
10 to the needs of the target population(s) as determined by ADMINISTRATOR. At a
11 minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00
12 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County
13 Board of Supervisors. ~~However, CONTRACTOR is encouraged to provide the~~
14 ~~contracted services on holidays, as needed, whenever possible.~~

15 3.2 CONTRACTOR's holiday schedule shall ~~maintain a holiday schedule~~
16 ~~consistent with~~ not exceed COUNTY's holiday schedule which is as follows: New
17 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
18 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
19 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR
20 shall obtain prior written approval from ADMINISTRATOR for any closure outside
21 of COUNTY's holiday schedule. Any unauthorized closure shall be deemed a
22 material breach of this Agreement, pursuant to Paragraph 18, and shall not be
23 reimbursed. CONTRACTOR is encouraged to provide the contracted services on
24 holidays, whenever possible.

25 4. GOALS

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

27 4.1 ~~Provide annual report to ADMINISTRATOR by April 15th of the~~
28 ~~contract year to be submitted to the Board of Supervisors via Agenda Staff~~

1 Report.

2 4.2 ~~Maintain COUNCIL mailing list.~~

3 4.3 ~~Develop and distribute quarterly newsletters.~~

4 4.4 Coordinate and conduct Child Abuse Prevention Month activities and
5 events in March or April of every year of the term of this Agreement,
6 including but not limited to hosting a community based public awareness event,
7 open to all county residents, as a kick-off event to Child Abuse Prevention
8 Month.

9 4.5 Distribute child abuse prevention materials on an ongoing basis
10 throughout the term of this Agreement at community events such as health,
11 outreach and public information fairs and the "Festival of Children"; via
12 Family Resource Centers located in Orange County; and through Public Service
13 Information announcements and social media (e.g. Facebook, Twitter and Raise
14 Foundation Webpage). Child abuse prevention materials shall include but not
15 be limited to:

16 4.5.1 Brochures, flyers, and posters;

17 4.5.2 Promotional items; and

18 4.5.3 Age-appropriate parenting tips and parenting best
19 practices.

20 4.6 Conduct an "Annual Child Abuse Prevention and Treatment
21 Conference" every year of the term of this Agreement.

22 4.7 Conduct "Prevent Child Abuse Network" trainings on a quarterly
23 basis throughout the term of this Agreement.

24 5. FACILITIES

25 Administrative services under this Agreement shall be provided at:

26 The Raise Foundation
27 2900 Bristol Street, J201
28 Costa Mesa, CA 92626

1 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the
2 facility(ies) and location(s) where services shall be provided without
3 changing COUNTY's maximum obligation.

4 6. COUNCIL MEMBERSHIP

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

7 6.1 Public child welfare services, including the County of Orange
8 Social Services Agency (SSA), Probation Department, and licensing agencies.

9 6.2 Criminal justice system, including law enforcement, office of the
10 district attorney, office of the public defender, the courts, and the coroner.

11 6.3 Prevention and treatment services communities, including medical
12 and mental health services, community-based social services, and public and
13 private schools.

14 6.4 Community representatives, including volunteers, civic
15 organizations, and the religious community.

16 6.5 Upon written request of ADMINISTRATOR, CONTRACTOR shall prepare
17 and submit a plan outlining recruitment efforts to develop membership
18 representation, as described in Subparagraphs 6.1 through 6.4 above.

19 7. CHILD WELFARE REDESIGN PLANNING COUNCIL SYSTEM IMPROVEMENT PARTNERSHIP
20 (CWSIP)

21 7.1 The CWSIP is comprised of representatives from ~~Child Welfare~~
22 ~~Redesign Planning Council is one (1) of five (5) strategy workgroups that~~
23 ~~supports the SSA Family to Family Initiative. The Child Welfare Redesign~~
24 ~~Planning Council is not a County of Orange Board of Supervisors designated~~
25 ~~Board, Commission, or Committee. Membership includes staff from Orange County~~
26 ~~agencies including SSA, Probation, Health Care Agency, Department of~~
27 ~~Education, Public Defender and County Counsel; community-based organizations,~~
28 ~~and other stakeholders including Juvenile Justice Commission, Juvenile Court,~~

1 and others. The CWSIP's purpose is to provide a collaborative environment to
 2 brainstorm how to improve child welfare services, including discussing
 3 strategies, barriers, and new developments in the area of child abuse and
 4 neglect. ~~CONTRACTOR's Executive Director shall:~~

5 7.2 CONTRACTOR shall participate as a member of the CWSIP ~~Child~~
 6 ~~Welfare Redesign Planning Council and attend meetings as scheduled.~~
 7 ~~CONTRACTOR's primary purpose for participation shall be to represent the~~
 8 COUNCIL and support integration of the COUNCIL's efforts with the efforts of
 9 the CWSIP ~~Child Welfare Redesign Planning Council.~~

10 7.3 ~~Work with the Child Welfare Redesign Planning Council to support~~
 11 ~~community forums.~~

12 8. BUDGET

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

15 LINE ITEMS

	FTE ⁽¹⁾	Maximum Hourly Rate ⁽²⁾	Budget
<u>Salaries/Benefits</u>			
Executive Director	0.60	\$48.46	\$57,008.00
Program Director	0.50	26.01	25,500.00
Program Coordinator	1.00	21.66	42,500.00
Program Associate	1.00	18.57	36,400.00
Operations Director	0.30	26.52	15,600.00
Controller/Finance Manager	0.25	37.13	18,200.00
SUB-TOTAL SALARIES			\$195,208.00
Benefits ⁽³⁾ (19.55%)			38,163.00
Volunteers (In-Kind Match)			29,040.00
SUB-TOTAL SALARIES AND BENEFITS			\$262,411.00
<u>Program Expenses</u>			
Telephone			\$1,800.00
Postage			2,500.00
Mileage ⁽⁴⁾			2,352.00
SUB-TOTAL PROGRAM EXPENSES			\$6,652.00

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<u>Operating Expenses</u>		
Accounting and Audit		\$3,000.00
Office Supplies		2,000.00
Copier Expense		2,500.00
Computer Website & Maintenance		5,700.00
Utilities		2,000.00
Office Rent		12,500.00
Liability Insurance		2,685.00
SUB-TOTAL OPERATING EXPENSES		\$30,385.00
<u>Services and Supplies</u>		
Prevent Child Abuse Training Network		\$3,000.00
Public Awareness Campaigns		9,000.00
SUB-TOTAL SERVICES AND SUPPLIES		\$12,000.00
<u>Child Abuse Prevention Conference⁽⁵⁾</u>		\$8,000.00
SUB-TOTAL CONFERENCE EXPENSES		\$8,000.00
GRAND TOTAL		\$319,448.00
Less In-Kind Match (10%) for Volunteers ⁽⁶⁾		(29,040.00)
TOTAL LINE ITEM BUDGET FOR YEAR 1		\$290,408.00

The budget for services provided for July 1, 2016 through June 30, 2017 is set forth as follows:

LINE ITEMS

<u>Salaries/Benefits</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Budget</u>
Executive Director	0.60	\$48.46	\$58,718.00
Program Director	0.50	26.01	26,265.00
Program Coordinator	1.00	21.66	43,775.00
Program Associate	1.00	18.57	37,492.00
Operations Director	0.30	26.52	16,068.00
Controller/Finance Manager	0.25	37.13	18,746.00
SUB-TOTAL SALARIES			\$201,064.00
Benefits ⁽³⁾ (19.55%)			39,308.00
Volunteers (In-Kind Match)			29,881.00
SUB-TOTAL SALARIES AND BENEFITS			\$270,253.00
<u>Program Expenses</u>			
Telephone			\$1,800.00

1	Postage	2,500.00
	Mileage ⁽⁴⁾	2,352.00
2	SUB-TOTAL PROGRAM EXPENSES	\$6,652.00
3	Operating Expenses	
4	Accounting and Audit	\$3,090.00
5	Office Supplies	2,000.00
6	Copier Expense	2,500.00
7	Computer Website & Maintenance	5,871.00
8	Utilities	2,060.00
9	Office Rent	12,500.00
10	Liability Insurance	2,766.00
11	SUB-TOTAL OPERATING EXPENSES	\$30,787.00
12	Services and Supplies	
13	Prevent Child Abuse Training Network	\$3,000.00
14	Public Awareness Campaigns	9,000.00
15	SUB-TOTAL SERVICES AND SUPPLIES	\$12,000.00
16	Child Abuse Prevention Conference⁽⁵⁾	\$9,000.00
17	SUB-TOTAL CONFERENCE EXPENSES	\$9,000.00
18	GRAND TOTAL	\$328,692.00
19	Less In-Kind Match (10%) for Volunteers ⁽⁶⁾	(29,881.00)
20	TOTAL LINE ITEM BUDGET FOR YEAR 2	\$298,811.00

The budget for services provided for July 1, 2017 through June 30, 2018 is set forth as follows:

LINE ITEMS

	FTE ⁽¹⁾	Maximum Hourly Rate ⁽²⁾	Budget
Salaries/Benefits			
Executive Director	0.60	\$48.46	\$60,478.00
Program Director	0.50	26.01	27,050.00
Program Coordinator	1.00	21.66	45,053.00
Program Associate	1.00	18.57	38,626.00
Operations Director	0.30	26.52	16,548.00
Controller/Finance Manager	0.25	37.13	19,308.00
SUB-TOTAL SALARIES			\$207,063.00
Benefits ⁽³⁾ (19.55%)			40,487.00
Volunteers (In-Kind Match)			30,743.00

1	SUB-TOTAL SALARIES AND BENEFITS	\$278,293.00
2	<u>Program Expenses</u>	
3	Telephone	\$1,800.00
4	Postage	2,500.00
5	Mileage ⁽⁴⁾	2,352.00
6	SUB-TOTAL PROGRAM EXPENSES	\$6,652.00
7	<u>Operating Expenses</u>	
8	Accounting and Audit	\$3,180.00
9	Office Supplies	2,000.00
10	Copier Expense	2,500.00
11	Computer Website & Maintenance	6,047.00
12	Utilities	2,122.00
13	Office Rent	12,500.00
14	Liability Insurance	2,849.00
15	SUB-TOTAL OPERATING EXPENSES	\$31,198.00
16	<u>Services and Supplies</u>	
17	Prevent Child Abuse Training Network	\$3,000.00
18	Public Awareness Campaigns	9,000.00
19	SUB-TOTAL SERVICES AND SUPPLIES	\$12,000.00
20	<u>Child Abuse Prevention Conference⁽⁵⁾</u>	\$10,000.00
21	SUB-TOTAL CONFERENCE EXPENSES	\$10,000.00
22	GRAND TOTAL	\$338,143.00
23	Less In-Kind Match (10%) for Volunteers ⁽⁶⁾	(30,740.00)
24	TOTAL LINE ITEM BUDGET FOR YEAR 3	\$307,403.00
25	 MAXIMUM COUNTY OBLIGATION	 \$896,622.00

⁽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.

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

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

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

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

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

19 9. STAFF

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

24 9.1 Executive Director

25 9.1.1 Duties:

26 9.1.1.1 Serve as liaison between COUNCIL and Orange
27 County Board of Supervisors, ADMINISTRATOR and other public and private
28 agencies.

1 9.1.1.2 Supervise coordination of COUNCIL meetings,
 2 and COUNCIL supported public awareness events and activities. ~~Supervise the~~
 3 ~~coordination of public awareness of child abuse and neglect, including~~
 4 ~~facilitating community support for child abuse and neglect programs.~~

5
 6 9.1.1.3 ~~Ensure adequate telephone coverage for~~
 7 ~~CONTRACTOR.~~

8 9.1.1.4 ~~Oversee all operations of CONTRACTOR.~~

9 9.1.1.5 Serve on CWSIP and other community boards,
 10 task forces, steering and other pertinent committees as time permits.

11 9.1.1.6 Ensure timely preparation and submittal to
 12 ADMINISTRATOR of the Annual Report to Board of Supervisors.

13 9.1.1.7 Provide oversight ~~of the~~ for organizational
 14 operations and supervision ~~and management of all~~ CONTRACTOR of staff.

15 9.1.2 Minimum Qualifications:

16 9.1.2.1 Bachelor's degree in one of the Humanities,
 17 Business Administration or Public Administration.

18 9.1.2.2 Two (2) years of administrative experience in
 19 a nonprofit organization.

20 9.1.2.3 Current knowledge of child abuse issues.

21 9.1.2.4 Possession of a valid California driver's
 22 license and proof of current automobile insurance.

23 9.2 Program Director

24 9.2.1 Duties:

25 9.2.1.1 Provide or coordinate staff support to high-
 26 risk parents.

27 9.2.1.2 Assist with the recruitment of members to
 28 ensure broad-based community input and support.

1 9.2.1.3 Collaborate with family-strengthening
2 agencies in Orange County on the distribution of child abuse prevention
3 literature (i.e., age-appropriate parenting tips and parenting best practices,
4 child safety, etc.) to families identified as at risk of child abuse/neglect.

5 9.2.1.4 Supervise and coordinate public awareness
6 events for Child Abuse Prevention Month.

7 9.2.1.5 Develop and maintain at least twelve (12)
8 Memorandums of Understanding with family-strengthening agencies on the
9 distribution of child abuse prevention literature.

10 9.2.1.6 ~~Ensure child abuse prevention literature is~~
11 ~~provided to family strengthening agencies.~~

12 9.2.1.7 Ensure creation and maintenance of a database
13 of information including: data on families served by partner agencies; number
14 of families served by each partner agency; family data, including but not
15 limited to, ~~total~~ number of family members per family, children's ages,
16 family's location (home address or city) and services/linkages provided
17 ~~received.~~

18 9.2.1.8 Maintain mailing list for the Blue Ribbon
19 newsletter and the Child Abuse Prevention Conference.

20 9.2.1.9 ~~Other duties as assigned.~~ by the Executive
21 Director.

22 9.2.2 Minimum Qualifications:

23 9.2.2.1 Bachelor's degree in Business, Human
24 Services, Social Services or related field, or five years (5) of related
25 experience with two (2) years being supervisory experience.

26 9.2.2.2 Working knowledge of Microsoft (MS) Office
27 (Word, Excel, and Access) and MS Publisher.

28 9.2.2.3 Ability to work collaboratively with members

1 of various public and private community organizations.

2 9.2.2.4 Public speaking and presentation skills.

3 9.2.2.5 Knowledge of the non-profit sector.

4 9.2.2.6 Exhibits leadership ability.

5 9.2.2.7 Strong organizational skills.

6 9.2.2.8 ~~Possess an ability to take~~ Demonstrates
7 initiative and can work independently as well as collaboratively.

8 9.2.2.9 Possession of a valid California driver's
9 license and proof of current automobile insurance.

10 9.3 Program Coordinator:

11 9.3.1 Duties:

12 9.3.1.1 Responsible for day to day planning and
13 implementation of child abuse awareness prevention activities and events
14 including:

15 9.3.1.2 Providing leadership and support for the
16 Annual Child Abuse Prevention Conference planning committee.

17 9.3.1.3 Coordinating and tracking results from annual
18 prevention awareness art contest.

19 9.3.1.4 Identifying and ensuring availability for
20 prevention awareness resource materials.

21 9.3.1.5 Ensuring timely production and dissemination
22 of quarterly "Blue Ribbon" newsletter.

23 9.3.1.6 Conducting community presentations related to
24 child abuse prevention and awareness.

25 9.3.1.7 Developing and disseminating prevention
26 awareness activity calendar.

27 9.3.1.8 Working collaboratively with community based
28 organizations to promote child abuse prevention awareness activities and

1 events.

2 9.3.1.9 Coordinating quarterly Prevent Child Abuse
3 Network Trainings.

4 9.3.1.10 Coordinating and ensuring participation by
5 members of the community and community partners at outreach fairs and events
6 in the community.

7 9.3.1.11 Assisting Program Director in planning,
8 developing and implementing of prevention awareness activities, including data
9 tracking and preparation of program reports.

10 ~~9.3.1.12 Other duties as assigned.~~

11 9.3.2 Minimum Qualifications:

12 9.3.2.1 Bachelor's Degree in Human Services, Social
13 Services, Public Health or related field.

14 9.3.2.2 Minimum two (2) years of experience in
15 related work.

16 9.3.2.3 Working knowledge of MS Office (Word, Excel)
17 and various software (Adobe Acrobat, etc.).

18 9.3.2.4 Ability to work collaboratively with members
19 of various public and private community organizations.

20 9.3.2.5 Strong organizational skills.

21 9.3.2.6 Demonstrates initiative and ability to work
22 independently as well as collaboratively.

23 9.3.2.7 Public speaking and presentation skills.

24 9.3.2.8 Possession of a valid California driver's
25 license and proof of current automobile insurance.

26 9.4 Program Associate

27 9.4.1 Duties:

28 9.4.1.1 Provide support to the Program Coordinator

1 and Program Director in planning and implementing of awareness and prevention
2 activities and events, including:

3 9.4.1.2 Ensure timely updates to website with event
4 information and resource materials.

5 9.4.1.3 Develop materials for use in quarterly "Blue
6 Ribbon" newsletter.

7 9.4.1.4 Prepare and develop awareness materials for
8 placement in community based publications.

9 9.4.1.5 Provide planning and logistical support for
10 Child Abuse Prevention Month Kick Off event.

11 9.4.1.6 Assist in the coordination and implementation
12 of the Prevent Child Abuse Network Quarterly Trainings including location
13 logistics, event support and attendance tracking.

14 9.4.1.7 Attend outreach fairs and community events
15 promoting child abuse prevention awareness materials, parenting materials and
16 community resources.

17 9.4.1.8 Assist in planning, developing and
18 implementing prevention awareness activities, including data tracking and
19 preparation of program reports.

20 9.4.1.9 ~~Other duties as assigned.~~

21 9.4.2 Minimum Qualifications:

22 9.4.2.1 Bachelor's Degree in Human Services, Social
23 Services, Public Health or related field preferred.

24 9.4.2.2 Minimum two (2) years of experience in
25 related work.

26 9.4.2.3 Working knowledge of MS Office (Word, Excel)
27 and various software (Adobe Acrobat, etc.).

28 9.4.2.4 Ability to work collaboratively with members

1 of various public and private community organizations.

2 9.4.2.5 Strong organizational skills.

3 9.4.2.6 Ability to take initiative and work
4 independently as well as collaboratively.

5 9.4.2.7 Public speaking and presentation skills.

6 9.4.2.8 Possession of a valid California driver's
7 license and proof of current automobile insurance.

8 9.5 Accounting Manager/ Operations Director

9 9.5.1 Duties:

10 9.5.1.1 ~~Responsible for~~ Management of day-to-day
11 accounting operations and review of all income and expenses.

12 9.5.1.2 Collect back-up documentation and prepare
13 monthly invoices for approval by the Executive Director and timely submission
14 to ADMINISTRATOR.

15 9.5.1.3 ~~Supervise and perform annual evaluation of~~
16 ~~Accounting Assistant.~~

17 9.5.1.4 Assist with implementation of internal
18 control systems.

19 9.5.1.5 Assist with preparation for organizational
20 and program audits.

21 9.5.1.6 Provide or ensure telephone coverage for
22 COUNCIL. ~~refer calls and/or obtain and provide information as appropriate.~~

23 9.5.1.7 Maintain confidential, locked file data
24 report forms.

25 9.5.1.8 ~~Ensure telephone coverage is provided, and~~
26 ~~refer calls or provide information as appropriate.~~

27 9.5.1.9 Responsible for ensuring all insurance
28 policies are current and up to date and renewals are processed and provided to

ADMINISTRATOR.

9.5.1.10 ~~Perform Other duties as assigned. by the Controller/Finance Manager and Executive Director.~~

9.5.2 Minimum Qualifications:

9.5.2.1 Bachelor's degree in Accounting, Business Administration, Finance, or related field.

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

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

9.5.2.4 ~~Ability to take~~ Demonstrates initiative and ability to work independently as well as collaboratively.

9.6 Controller/Finance Manager9.6.1 Duties:

9.6.1.1 Monitor accounting operations, day-to-day financial operations and all income and expenses recommending improvements and modifications to the Executive Director.

9.6.1.2 Oversee accounting department and provide supervision and oversight of all accounting staff.

9.6.1.3 Review and approve monthly invoices prior to submittal to COUNTY.

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

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

9.6.1.6 ~~Attend monthly finance, management and~~

1 ~~contract meetings as required by the Executive Director.~~

2 9.6.1.7 ~~Prepare monthly and other reports as required~~
3 ~~for the Executive Director.~~

4 9.6.1.8 Assist in the preparation of organizational,
5 contract, and proposal budgets including budget analysis, forecast, and
6 strategic plans.

7 9.6.1.9 Oversee implementation of internal control
8 systems.

9 9.6.1.10 Oversee internal audits and cooperate with
10 annual external organizational audits.

11 9.6.1.11 ~~Other duties as assigned.~~ by the Executive
12 Director.

13 9.6.2 Minimum Qualifications:

14 9.6.2.1 Bachelor's degree in Accounting, Business
15 Administration, Finance, or related field preferred.

16 9.6.2.2 Minimum four (4) years of experience in non-
17 profit accounting or related work.

18 9.6.2.3 Working knowledge of principles of accounting
19 for non-profit organizations.

20 9.6.2.4 Working knowledge of MS Office (Word, Excel)
21 and various accounting software.

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