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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
~~ORANGEWOOD CHILDREN'S FOUNDATION~~
CHARITABLE VENTURES OF ORANGE COUNTY
AND
THE OLIN GROUP, INC.
AND
ORANGE COUNTY ALLIANCE FOR CHILDREN AND FAMILIES
FOR THE PROVISION OF
~~ADMINISTRATIVE AND PROFESSIONAL SUPPORT SERVICES~~
FaCT NETWORK ADMINISTRATIVE SERVICES
~~FOR THE~~
~~FAMILIES AND COMMUNITIES TOGETHER PROGRAM~~

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," ~~ORANGEWOOD CHILDREN'S FOUNDATION~~ CHARITABLE VENTURES OF ORANGE COUNTY, a California non-profit corporation, THE OLIN GROUP, INC., a California corporation, and ORANGE COUNTY ALLIANCE FOR CHILDREN AND FAMILIES, a fiscally sponsored project of OneOC, a California non-profit corporation, collectively known as "The FNAS Coalition", qualified to transact interstate business in the State of California, hereinafter referred to as "CONTRACTOR" or "Contractor Partner Agencies." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

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W I T N E S S E T H:

WHEREAS, Federal legislation has provided funding under the Promoting Safe and Stable Families Program (formerly known as the "Family Preservation and Support Program" and currently known in the COUNTY as Families and Communities Together [FaCT] Program) and other funding sources for the provision of services intended to maintain the safety of children in their homes, help families through crises that might lead to the removal of children from their homes or speed the return of children to their homes, and to alleviate stress and promote parental competencies; and

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2015, and terminate on June 30, 2016, unless earlier terminated pursuant to the provisions of Paragraph 45 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 21.1 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 FNAS Coalition, for the Provision of FaCT Network and
8 Administrative Services (FNAS), attached hereto and incorporated herein by
9 reference. CONTRACTOR shall operate continuously throughout the term of this
10 Agreement with the number and type of staff described and as required for
11 provision of services hereunder.

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

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

19 5. LICENSES AND STANDARDS

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

28 5.2 In the performance of this Agreement, CONTRACTOR shall comply,

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

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

13 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

14 6.1 Delegation and Assignment:

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

24 6.2 Subcontracts:

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

1 be in writing and copies of same shall be provided to ADMINISTRATOR.
2 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
3 require.

4 6.2.1 Subcontracts of \$25,000 or less:

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

13 6.2.2 Subcontracts in excess of \$25,000:

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

25 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
26 procurement system, CONTRACTOR shall comply with such procurement system in
27 obtaining subcontracts with a total cost in excess of twenty-five thousand
28 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR

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

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

11 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

12 7.1 Form of Business Organization:

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

17 7.1.1 The form of CONTRACTOR's business organization, i.e.,
18 proprietorship, partnership, corporation, etc.

19 7.1.2 A detailed statement indicating the relationship of
20 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
21 individual.

22 7.1.3 A detailed statement indicating the relationship of
23 CONTRACTOR to any subsidiary business organization or to any individual who
24 may be providing services, supplies, material or equipment to CONTRACTOR or in
25 any manner does business with CONTRACTOR under this Agreement.

26 7.2 Change in Form of Business Organization:

27 If during the term of this Agreement the form of CONTRACTOR's
28 business organization changes, or the ownership of CONTRACTOR changes, or

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

6 7.3 Real Property Disclosure: [Not required for fixed-fee contracts.]

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

12 7.3.1 The location by street address and city of any such real
13 property.

14 7.3.2 The fair market value of any such real property as such
15 value is reflected on the most recently issued County Tax Collector's tax
16 bill.

17 7.3.3 A detailed description of all existing and pending
18 agreements, with respect to the use or occupation of any such real property.
19 Such description shall include, but not be limited to:

20 7.3.3.1 The term duration of any rental, lease or
21 license agreement;

22 7.3.3.2 The amount of monetary consideration to be
23 paid to the lessor or licensor over the term of the rental, lease or license
24 agreement;

25 7.3.3.3 The type and dollar value of any other
26 consideration to be paid to the lessor or licensor; and

27 7.3.3.4 The full names and addresses of all parties
28 to any agreement concerning the real property and a listing of liens (if any)

1 thereof, together with a listing by full names and addresses of all officers,
2 directors and stockholders of any private corporation, and a similar listing
3 of all general and limited partners of any partnership which is a party.

4 7.3.4 A listing by full names of all of CONTRACTOR's officers,
5 directors and/or partners, members of its administrative and advisory boards,
6 staff and consultants, who have any family relationship by marriage or blood
7 with a party to any agreement concerning real property referred to in
8 Subparagraph 7.3.3, immediately above, or who have any present or future
9 financial interest in such person's business, whether the entity concerned is
10 a corporation or partnership. Such listing shall also include the full names
11 of all of CONTRACTOR's officers, directors, partners and those holding a
12 financial interest. Included are members of its advisory boards, members of
13 its staff and consultants, who have any family relationship by marriage or
14 blood to an officer, director, or stockholder of the corporation or to any
15 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
16 also indicate the names of the officers, directors, stockholders, or
17 partner(s), as appropriate, and the family relationship which exists between
18 such person(s) and CONTRACTOR's representatives listed.

19 7.3.5 True and correct copies of all agreements with respect to
20 any such real property shall be appended to the documentation described above
21 and made a part thereof. If, during the term of this Agreement, there is a
22 change in the agreement(s) with respect to real property where persons receive
23 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
24 describing such changes.

25 8. USE OF COUNTY PROPERTY

26 8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
27 space, office furniture, and office equipment located in any and all offices
28 and COUNTY facilities at which CONTRACTOR shall be co-located with COUNTY

1 staff pursuant to this Agreement, as is more particularly set forth in that
2 certain lease or license agreement described in Subparagraph 8.2, below. As
3 stated in the lease or license agreement, said office space, office furniture,
4 and equipment shall be used solely by employees of CONTRACTOR while performing
5 their assigned duties pursuant to this Agreement.

6 8.2 CONTRACTOR shall enter into a rent-free lease or license agreement
7 with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute
8 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
9 of said document to CONTRACTOR. Failure to execute the lease or license
10 agreement will result in a breach of this Agreement.

11 9. NON-DISCRIMINATION

12 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
13 shall not engage nor employ any unlawful discriminatory practices in the
14 admission of clients, provision of services or benefits, assignment of
15 accommodations, treatment, evaluation, employment of personnel or in any other
16 respect on the basis of race, religious creed, color, national origin,
17 ancestry, physical disability, mental disability, medical condition, genetic
18 information, marital status, sex, gender, gender identity, gender expression,
19 age, sexual orientation, military and veteran status or any other protected
20 group in accordance with the requirements of all applicable Federal or State
21 laws.

22 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
23 meets the lawful and applicable requirements of the U.S. Department of Health
24 and Human Services.

25 9.3 CONTRACTOR shall furnish any and all information requested by
26 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
27 books, records and accounts in order to ascertain CONTRACTOR's compliance with
28 Paragraph 9 et seq.

1 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
2 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
3 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

4 9.5 Non-Discrimination in Employment:

5 9.5.1 All solicitations or advertisements for employees placed
6 by or on behalf of CONTRACTOR shall state that all qualified applicants will
7 receive consideration for employment without regard to race, religious creed,
8 color, national origin, ancestry, physical disability, mental disability,
9 medical condition, genetic information, marital status, sex, gender, gender
10 identity, gender expression, age, sexual orientation, military and veteran
11 status or any other protected group in accordance with the requirements of all
12 applicable Federal or State laws. Notices describing the provisions of the
13 equal opportunity clause shall be posted in a conspicuous place for employees
14 and job applicants.

15 9.5.2 CONTRACTOR shall refer any and all employees desirous of
16 filing a formal discrimination complaint to:

17 California Department of Social Services

18 Public Inquiry and Response Bureau

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

20 Sacramento, CA 94244-2430

21 Telephone: (800) 952-5253

22 (800) 952-8349 (For the hard of hearing)

23 9.6 Non-Discrimination in Service Delivery:

24 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
25 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
26 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
27 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
28 the Americans with Disabilities Act of 1990; California Civil Code Section 51

1 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
 2 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
 3 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
 4 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
 5 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
 6 Act of 1996; and other applicable Federal and State laws, as well as their
 7 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
 8 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
 9 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
 10 now exist or be hereafter amended. CONTRACTOR shall not implement any
 11 administrative methods or procedures which would have a discriminatory effect
 12 or which would violate the California Department of Social Services (CDSS)
 13 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
 14 are any violations of this Paragraph, CDSS shall have the right to invoke
 15 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
 16 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
 17 to the appropriate Federal agency for further compliance action and
 18 enforcement of Subparagraph 9.6 et seq.

19 9.6.2 CONTRACTOR shall provide any and all clients desirous of
 20 filing a formal complaint any and all information as appropriate:

21 9.6.2.1 Pamphlet: "Your Rights Under California
 22 Welfare Programs" (PUB 13)

23 9.6.2.2 Discrimination Complaint Form

24 9.6.2.3 Civil Rights Contacts:

25 County Civil Rights Contact:

26 Orange County Social Services Agency

27 Program Integrity

28 Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

10. NOTICES

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

COUNTY: County of Orange Social Services Agency

Contract Services

500 N. State College Blvd.

Orange, CA 92868-1600

CONTRACTOR: Charitable Ventures of Orange County

1505 E. 17th Street, Suite 101

Santa Ana, CA 92705

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

1 agree to change the addresses to which notices are sent. This agreement must
2 be in writing.

3 11. NOTICE OF DELAYS

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

9 12. INDEMNIFICATION

10 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
11 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
12 State, COUNTY, and their elected and appointed officials, officers, employees,
13 agents and those special districts and agencies which COUNTY's Board of
14 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
15 any claims, demands or liability of any kind or nature, including but not
16 limited to personal injury or property damage, arising from or related to the
17 services, products or other performance provided by CONTRACTOR pursuant to
18 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
19 court of competent jurisdiction because of the concurrent active negligence of
20 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
21 be apportioned as determined by the court. Neither party shall request a jury
22 apportionment.

23 13. INSURANCE

24 13.1 Prior to the provision of services under this Agreement,
25 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
26 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
27 endorsements required herein, necessary to satisfy COUNTY that the insurance
28 provisions of this Agreement have been complied with, and to keep such

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

14 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
15 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
16 to the same terms and conditions as set forth herein for CONTRACTOR.

17 13.3 All self-insured retentions (SIRs) and deductibles shall be
18 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
19 apply, indicate this on the Certificate of Insurance with a zero (0) by the
20 appropriate line of coverage. Any SIR or deductible in an amount in excess of
21 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by
22 the County Executive Office (CEO)/Office of Risk Management upon review of
23 CONTRACTOR's current audited financial report.

24 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
25 the full term of this Agreement, COUNTY may terminate this Agreement.

26 13.5 Qualified Insurer:

27 13.5.1 The policy or policies of insurance required herein must
28 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's

Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate
Employee Dishonesty	\$50,000

13.8 Required Coverage Forms:

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

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

1 coverage at least as broad.

2 13.9 Required Endorsements:

3 13.9.1 Commercial General Liability policy shall contain the
4 following endorsements, which shall accompany the Certificate of Insurance:

5 13.9.1.1 An Additional Insured endorsement using ISO
6 form CG 2010 or CG 2033 or a form at least as broad naming the County of
7 Orange, its elected and appointed officials, officers, employees, agents as
8 Additional Insureds.

9 13.9.1.2 A primary non-contributing endorsement
10 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
11 insurance maintained by the County of Orange shall be excess and non-
12 contributing.

13 13.10 The County of Orange shall be the loss payee on the Employee
14 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of
15 Orange is a Loss Payee shall accompany the Certificate of Insurance.

16 13.11 All insurance policies required by this Agreement shall waive all
17 rights of subrogation against the County of Orange, its elected and appointed
18 officials, officers, agents and employees when acting within the scope of
19 their appointment or employment.

20 13.12 The Workers' Compensation policy shall contain a waiver of
21 subrogation endorsement waiving all rights of subrogation against the County
22 of Orange, its elected and appointed officials, officers, agents and
23 employees.

24 13.13 CONTRACTOR shall notify County in writing within thirty (30) days
25 of any policy cancellation and ten (10) days for non-payment of premium and
26 provide a copy of the cancellation notice to County. Failure to provide
27 written notice of cancellation may constitute a material breach of the
28 contract, upon which the County may suspend or terminate this Agreement.

1 13.14 ~~If CONTRACTOR's Professional Liability policy is a "claims made"~~
2 ~~policy. CONTRACTOR shall agree to maintain professional liability coverage for~~
3 ~~two (2) years following completion of this Agreement. This coverage is not~~
4 ~~applicable to this Agreement.~~

5 13.15 The Commercial General Liability policy shall contain a
6 severability of interests clause also known as a "separation of insureds"
7 clause (standard in the ISO CG 0001 policy).

8 13.16 Insurance certificates should be mailed to COUNTY at the address
9 indicated in Paragraph 10 of this Agreement.

10 13.17 If CONTRACTOR fails to provide the insurance certificates and
11 endorsements within seven (7) days of notification by CEO/County Procurement
12 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

13 13.18 COUNTY expressly retains the right to require CONTRACTOR to
14 increase or decrease insurance of any of the above insurance types throughout
15 the term of this Agreement. Any increase or decrease in insurance will be as
16 deemed by County of Orange Risk Manager as appropriate to adequately protect
17 COUNTY.

18 13.19 COUNTY shall notify CONTRACTOR in writing of changes in the
19 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
20 certificates of insurance and endorsements with COUNTY incorporating such
21 changes within thirty (30) days of receipt of such notice, this Agreement may
22 be in breach without further notice to CONTRACTOR, and COUNTY shall be
23 entitled to all legal remedies.

24 13.20 The procuring of such required policy or policies of insurance
25 shall not be construed to limit CONTRACTOR's liability hereunder nor to
26 fulfill the indemnification provisions and requirements of this Agreement, nor
27 act in any way to reduce the policy coverage and limits available from the
28 insurer.

14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

CONTRACTOR shall report to COUNTY:

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

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

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

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

15. CONFLICT OF INTEREST

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

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

1 16. ANTI-PROSELYTISM PROVISION

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

6 17. SUPPLANTING GOVERNMENT FUNDS

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

16 18. EQUIPMENT

17 18.1 All items purchased with funds provided under this Agreement, or
18 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
19 at least five thousand dollars (\$5,000), including sales tax, shall be
20 considered Capital Equipment. Title to all Capital Equipment shall, upon
21 purchase, vest and remain in COUNTY. The use of such items of Capital
22 Equipment is limited to the performance of this Agreement. Upon the
23 termination of this Agreement, CONTRACTOR shall immediately return any items
24 of Capital Equipment to COUNTY or its representatives, or dispose of them in
25 accordance with the directions of ADMINISTRATOR.

26 CONTRACTOR further agrees to the following:

27 18.1.1 To maintain all items of Capital Equipment in good
28 working order and condition, normal wear and tear excepted.

1 18.1.2 To label all items of Capital Equipment, do periodic
2 inventories as required by ADMINISTRATOR and to maintain an inventory list
3 showing where and how the Capital Equipment is being used, in accordance with
4 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
5 ADMINISTRATOR within ten (10) days of any request therefore.

6 18.1.3 To report in writing to ADMINISTRATOR immediately after
7 discovery, the loss or theft of any items of Capital Equipment. For stolen
8 items, the local law enforcement agency must be contacted and a copy of the
9 police report submitted to ADMINISTRATOR.

10 18.1.4 To purchase a policy or policies of insurance covering
11 loss or damage to any and all Capital Equipment purchased under this
12 Agreement, in the amount of the full replacement value thereof, providing
13 protection against the classification of fire, extended coverage, vandalism,
14 malicious mischief and special extended perils (all risks) covering the
15 parties' interests as they appear.

16 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be
17 requested in writing, shall require the prior written approval of
18 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
19 appropriate and directly related to CONTRACTOR's service or activity under the
20 terms of this Agreement. COUNTY may refuse reimbursement for any costs
21 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
22 if prior written approval has not been obtained from ADMINISTRATOR.

23 18.3 Personal Computer Equipment:

24 No personal computers and/or personal electronic devices, such as
25 tablets and laptop computers, or any component thereof may be purchased with
26 funds provided under this Agreement, regardless of purchase price, without
27 prior written approval of ADMINISTRATOR. Any such purchase shall be in
28 accordance with specifications provided by ADMINISTRATOR, be subject to the

1 same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4
2 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY
3 upon termination of this Agreement.

4 18.4 Use of COUNTY Personal Computer Equipment

5 COUNTY intends to permit CONTRACTOR the use of computer equipment
6 provided by ADMINISTRATOR. Said computer equipment shall be used solely by
7 employees of CONTRACTOR while performing their assigned duties pursuant to
8 this Agreement and shall remain the property of COUNTY. CONTRACTOR shall
9 enter into a separate computer usage agreement with ADMINISTRATOR, attached
10 hereto as Exhibit A, regarding information security and use of computer
11 equipment provided by ADMINISTRATOR, and will execute all terms and conditions
12 of said agreement upon ADMINISTRATOR's presentation of said document to
13 CONTRACTOR. Upon execution, the terms of the computer usage agreement shall
14 be incorporated into this Agreement. CONTRACTOR shall be required to complete
15 information security and computer usage training provided by ADMINISTRATOR.
16 Failure to execute the agreement and/or complete training shall result in a
17 breach of this Agreement.

18 19. BREACH SANCTIONS

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

24 19.1 Afford CONTRACTOR a time period within which to cure the breach,
25 which period shall be established by ADMINISTRATOR; and/or

26 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
27 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
28 later recovery; and/or

1 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
2 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

5 20. Fiscal Management (CVOC):

6 20.1 Each of the Contractor Partner Agencies agrees that Charitable
7 Ventures of Orange County (CVOC) shall serve as the designated lead agent on
8 behalf of the CONTRACTOR, with authority to present claims to COUNTY on behalf
9 of each of the Contractor Partner Agencies for services delivered by each of
10 them pursuant to this Agreement. As designated lead agent, CVOC, shall
11 receive the claims from each of the other Contractor Partner Agencies on a
12 monthly basis and shall submit these claims, along with its own monthly claim,
13 pursuant to Paragraph 20.1 herein. Claims submitted to COUNTY by the
14 designated lead agent shall clearly identify the services that were performed
15 by each Contractor Partner Agency. Any and all payments to be made by COUNTY
16 pursuant to this Agreement shall be made payable to the designated lead agent.
17 The designated lead agent shall thereafter disburse payment as appropriate to
18 the Contractor Partner Agencies. Each of the Contractor Partner Agencies
19 agrees that COUNTY's disbursement of payment to the designated lead agent
20 shall satisfy COUNTY's payment obligation under this Agreement.

21 20.2 As the designated lead agent, CVOC shall also be responsible for
22 activities that include but are not limited to the following:

23 20.2.1 Managing subcontracts;

24 20.2.2 Delivering quarterly reports to SSA, including update on
25 deliverables and impact of effort;

26 20.2.3 Attending quarterly Advisory Board meetings and monthly
27 partner work group meetings;

28 20.2.4 Generating modification requests on Contracted Partner

1 Agencies' behalf for submission to COUNTY;

2 20.2.5 Attending required FaCT meetings and mandatory trainings;
3 and

4 20.2.6 Maintaining the integrity of the FaCT database and other
5 reports as necessary.

6 21. PAYMENTS

7 21.1 Maximum Contractual Obligation:

8 The maximum obligation of COUNTY under this Agreement shall be
9 \$500,000, or actual allowable costs, whichever is less.

10 21.2 Allowable Costs:

11 During the term of this Agreement, COUNTY shall pay CONTRACTOR
12 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
13 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by
14 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
15 for anticipated allowable costs that will be incurred by CONTRACTOR for June
16 2016, during the month of such anticipated expenditure.

17 21.3 Advance Payment:

18 ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR
19 an amount(s) not in excess of ten percent (10%) of the maximum obligation of
20 COUNTY, upon receipt of a written request(s). The request shall be
21 accompanied by such justification as ADMINISTRATOR may require. ADMINISTRATOR
22 may deduct any such advances from any one or more payments owed to CONTRACTOR
23 prior to March 31, 2016. If, at the conclusion of this Agreement, there is a
24 balance owing COUNTY, CONTRACTOR shall immediately refund said monies to
25 COUNTY.

26 21.4 Claims:

27 21.4.1 CONTRACTOR shall submit monthly claims to be received by
28 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for

1 expenses incurred in the preceding month. In the event the twentieth (20th)
2 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
3 claim the next business day. COUNTY holidays include New Year's Day, Martin
4 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
5 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
6 Friday after Thanksgiving, and Christmas Day.

7 21.4.2 All claims must be submitted on a form approved by
8 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
9 source documents with the monthly claim, including, inter alia, a monthly
10 statement of services, general ledgers, supporting journals, time sheets,
11 invoices, canceled checks, receipts, and receiving records, some of which may
12 be required to be copied. Source documents that CONTRACTOR must submit shall
13 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
14 shall retain all financial records in accordance with Paragraph 26 (Records,
15 Inspections, and Audits) of this Agreement.

16 21.4.3 Payments should be released by COUNTY within a reasonable
17 time period of approximately thirty (30) days after receipt of a correctly
18 completed claim form and required supporting documentation.

19 21.4.4 Year End and Final Claims:

20 21.4.4.1 CONTRACTOR shall submit a final claim by no
21 later than August 30, 2016. Claims received after August 30th may, at
22 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify
23 the date upon which the final claim must be received, upon written notice to
24 CONTRACTOR.

25 21.4.4.2 The basis for final settlement shall be the
26 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122,
27 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
28 to the maximum obligation of COUNTY. In the event that any overpayment has

1 been made, COUNTY may offset the amount of the overpayment against the final
2 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
3 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
4 Nothing herein shall be construed as limiting the remedies of COUNTY in the
5 event an overpayment has been made.

6 22. OVERPAYMENTS

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

20 23. OUTSTANDING DEBT

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

24 24. FINAL REPORT

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

1 to modify the date upon which the final report must be submitted.

2 25. INDEPENDENT AUDIT

3 25.1 CONTRACTOR shall employ a licensed certified public accountant who
4 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
5 related expenditures during the term of this Agreement in compliance with the
6 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
7 Organizations. The audit must be performed in accordance with generally
8 accepted government auditing standards and OMB Circular A-122. CONTRACTOR
9 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
10 corrective action is taken within six (6) months after issuance of all audit
11 reports with regard to audit exceptions.

12 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
13 covers January 1 through December 31. CONTRACTOR shall provide ADMINISTRATOR
14 its organization-wide audit within fourteen (14) calendar days of CONTRACTOR's
15 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be
16 sufficient cause for ADMINISTRATOR to deny payment under this or any
17 subsequent Agreement with CONTRACTOR until such time as the required audit is
18 provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit
19 submission deadline upon notice to CONTRACTOR.

20 26. RECORDS, INSPECTIONS AND AUDITS

21 26.1 Financial Records:

22 26.1.1 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 26.1.2 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 26.2 Client Records:

5 26.2.1 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 26.2.2 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 45.2.

15 26.2.3 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 26.3 Public Records:

21 With the exception of client records or other records referenced
22 in Paragraph 33, 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 26.4 Inspections and Audits:

27 26.4.1 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 26.4.2 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 26.4.3 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 26.4.4 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 26.5 Evaluation Studies:

22 26.5.1 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 27. PERSONNEL DISCLOSURE

27 27.1 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 27.1.1 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 27.1.2 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 27.1.3 The professional degree, if applicable, and experience
11 required for each position; and

12 27.1.4 The language skill, if applicable, for all personnel.

13 27.2 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 27.3 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 27.4 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 27.5 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 19 above.

16 27.6 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 27.7 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 27.8 CONTRACTOR shall notify COUNTY immediately when staff is
23 terminated for cause from working on this Agreement.

24 27.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
25 Paragraph 27, shall not relieve CONTRACTOR of its obligation to complete all
26 work in accordance with the terms and conditions of this Agreement.

27 28. 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 29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

18 29.1 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

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

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

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

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

30. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

30.1 ~~Effective January 1, 2001, COUNTY is~~ Charitable Ventures of Orange County shall ~~required to~~ file Federal Form 1099-Misc for services received from a "service provider" to whom Charitable Ventures of Orange County COUNTY pays \$600 or more or with whom Charitable Ventures of Orange County COUNTY enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

30.2 The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as, "An individual who is not an employee of the service recipient for California purposes and who received

1 compensation or executes a contract for services performed for that service
 2 recipient within or without the state.” The term is further defined by the
 3 California Employment Development Department to refer specifically to
 4 independent contractors. An independent contractor is defined as, “An
 5 individual who is not an employee of the ... government entity for California
 6 purposes and who receives compensation or executes a contract for services
 7 performed for that ... government entity either in or outside of California.”

8 30.3 The reporting requirement does not apply to corporations, general
 9 partnerships, limited liability partnerships, and limited liability companies.

10 30.4 Additional information on this reporting requirement can be found
 11 at the California Employment Development Department web site located at
 12 [www.edd.ca.gov/Payroll_Taxes/FAQ - California Independent Contractor Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm).

13 To comply with the reporting requirements, COUNTY procedures for contracting
 14 with independent contractors mandate that the following information be
 15 completed and forwarded to ADMINISTRATOR immediately upon request:

- 16 (a) First name, middle initial and last name
- 17 (b) Social Security Number
- 18 (c) Address
- 19 (d) Start and expiration dates of contract
- 20 (e) Amount of contract

21 The failure of CONTRACTOR to timely submit the requested data shall constitute
 22 a material breach and grounds for termination of this Agreement.

23 31. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

24 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
 25 ensure that all employees, volunteers, consultants, or agents performing
 26 services under this Agreement report child abuse or neglect to one of the
 27 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
 28 abuse as defined in Section 15610.07 of the WIC to one of the agencies

1 specified in WIC Section 15630. CONTRACTOR shall require such employee,
2 volunteer, consultant or agent to sign a statement acknowledging the child
3 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
4 Penal Code and the dependent adult and elder abuse reporting requirements as
5 set forth in Section 15630 of the WIC and will comply with the provisions of
6 these code sections as they now exist or as they may hereafter be amended.

7 32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

13 33. CONFIDENTIALITY

14 33.1 CONTRACTOR agrees to maintain the confidentiality of its records
15 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
16 and all other provisions of law, and regulations promulgated thereunder
17 relating to privacy and confidentiality, as each may now exist or be hereafter
18 amended.

19 33.2 All records and information concerning any and all persons
20 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
21 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
22 volunteers. CONTRACTOR shall require all of its employees, agents,
23 subcontractors and volunteer staff who may provide services for CONTRACTOR
24 under this Agreement to sign an agreement with CONTRACTOR before commencing
25 the provision of any such services, to maintain the confidentiality of any and
26 all materials and information with which they may come into contact, or the
27 identities or any identifying characteristics or information with respect to
28 any and all participants referred to CONTRACTOR by COUNTY, except as may be

1 required to provide services under this Agreement or to those specified in
2 this Agreement as having the capacity to audit CONTRACTOR, and as to the
3 latter, only during such audit. CONTRACTOR shall comply with any audits
4 specified in Paragraph 26, provide reports and any other information required
5 by COUNTY in the administration of this Agreement, and as otherwise permitted
6 by law.

7 33.3 CONTRACTOR shall inform all of its employees, agents,
8 subcontractors, volunteers and partners of this provision and that any person
9 violating the provisions of said State law may be guilty of a crime.

10 33.4 CONTRACTOR agrees that any and all subcontracts entered into shall
11 be subject to the confidentiality requirements of this Agreement.

12 33.5 CONTRACTOR agrees to maintain the confidentiality of its records
13 with respect to Juvenile Court matters, in accordance with WIC Section 827,
14 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
15 regarding Confidentiality, as it now exists or may hereafter be amended.

16 33.5.1 No access, disclosure or release of information regarding
17 a child who is the subject of Juvenile Court proceedings shall be permitted
18 except as authorized. If authorization is in doubt, no such information shall
19 be released without the written approval of a Judge of the Juvenile Court.

20 33.5.2 CONTRACTOR must receive prior written approval of the
21 Juvenile Court before allowing any child to be interviewed, photographed or
22 recorded by any publication or organization or to appear on any radio,
23 television or internet broadcast or make any other public appearance. Such
24 approval shall be requested through child's Social Worker.

25 34. COPYRIGHT ACCESS

26 The U.S. Department of Health and Human Services, the CDSS, and COUNTY
27 will have a royalty-free, nonexclusive and irrevocable license to publish,
28 translate, or use, now and hereafter, all material developed under this

1 Agreement including those covered by copyright.

2 35. WAIVER

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

11 36. PETTY CASH

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

14 37. PUBLICITY

15 37.1 Information and solicitations, prepared and released by
16 CONTRACTOR, concerning the services provided under this Agreement shall state
17 that the program, wholly or in part, is funded through COUNTY, State and
18 Federal government funds.

19 37.2 CONTRACTOR shall not disclose any details in connection with this
20 Agreement to any person or entity except as may be otherwise provided
21 hereunder or required by law. However, in recognizing CONTRACTOR's need to
22 identify its services and related clients to sustain itself, COUNTY shall not
23 inhibit CONTRACTOR from publishing its role under this Agreement within the
24 following conditions:

25 37.2.1 CONTRACTOR shall develop all publicity material in a
26 professional manner; and

27 37.2.2 During the term of this Agreement, CONTRACTOR shall not,
28 and shall not authorize another to, publish or disseminate any commercial

1 advertisements, press releases, feature articles, or other materials using the
2 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
3 unreasonably withhold written consent.

4 38. COUNTY RESPONSIBILITIES

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

7 ~~39. REFERRALS~~

8 ~~39.1 CONTRACTOR shall provide services to individuals referred by~~
9 ~~ADMINISTRATOR.~~

10 40. REPORTS

11 40.1 CONTRACTOR shall provide information deemed necessary by
12 ADMINISTRATOR to complete any State-required reports related to the services
13 provided under this Agreement.

14 40.2 CONTRACTOR shall maintain records and submit reports containing
15 such data and information regarding the performance of CONTRACTOR's services,
16 costs or other data relating to this Agreement, as may be requested by
17 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
18 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

19 41. ENERGY EFFICIENCY STANDARDS

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

23 42. ENVIRONMENTAL PROTECTION STANDARDS

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

1 CONTRACTOR assures that:

2 42.1 No facility to be utilized in the performance of the proposed
3 grant has been listed on the EPA List of Violating Facilities;

4 42.2 It will notify COUNTY prior to award of the receipt of any
5 communication from the Director, Office of Federal Activities, U.S. EPA,
6 indicating that a facility to be utilized for the grant is under consideration
7 to be listed on the EPA List of Violating Facilities; and

8 42.3 It will notify COUNTY and EPA about any known violation of the
9 above laws and regulations.

10 43. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
11 FEDERAL TRANSACTIONS

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

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

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

26 1) No Federal appropriated funds have been paid or will
27 be paid to any person for influencing or attempting to influence an officer or
28 employee of any agency, a Member of Congress, an officer or employee of

1 Congress, or an employee of a Member of Congress on his or her behalf in
2 connection with the awarding of any Federal contract, the making of any
3 Federal grant, the making of any Federal loan, the entering into of any
4 cooperative agreement, and the extension, continuation, renewal, amendment or
5 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

18 C. Submission of this certification and disclosure is a
19 prerequisite for making or entering into this Agreement imposed by Section
20 1352, Title 31, USC. Any person who makes an expenditure prohibited under
21 this provision or who fails to file or amend the disclosure form to be filed
22 or amended by this provision, shall be subject to a civil penalty of not less
23 than \$10,000, and not more than \$100,000, for each such failure.

24 44. POLITICAL ACTIVITY

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

28 45. TERMINATION PROVISIONS

1 45.1 ADMINISTRATOR may terminate this Agreement without penalty
2 immediately with cause or after thirty (30) days written notice without cause,
3 unless otherwise specified. Notice shall be deemed served on the date of
4 mailing. Cause shall be defined as any breach of contract, any
5 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
6 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
7 all further obligations under this Agreement.

8 45.2 Upon termination, or notice thereof, CONTRACTOR agrees to
9 cooperate with ADMINISTRATOR in the orderly transfer of service
10 responsibilities, active case records, and pertinent documents.

11 45.3 The obligations of COUNTY under this Agreement are contingent upon
12 the availability of Federal and/or State funds, as applicable, for the
13 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
14 for the services hereunder in the budget approved by the Orange County Board
15 of Supervisors each fiscal year this Agreement remains in effect or operation.
16 In the event that such funding is terminated or reduced, ADMINISTRATOR may
17 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
18 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
19 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
20 notification of such determination. CONTRACTOR shall immediately comply with
21 ADMINISTRATOR's decision.

22 45.4 If any provision of this Agreement or the application thereof is
23 held invalid, the remainder of this Agreement shall not be affected thereby.

24 46. GOVERNING LAW AND VENUE

25 This Agreement has been negotiated and executed in the State of
26 California and shall be governed by and construed under the laws of the State
27 of California. In the event of any legal action to enforce or interpret this
28 Agreement, the sole and exclusive venue shall be a court of competent

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

47. SIGNATURE IN COUNTERPARTS

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

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

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

By: _____
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:

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

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

Dated: _____

Dated: _____

By: _____
DANIEL MCQUAID
PRESIDENT AND CHIEF EXECUTIVE OFFICER
ONEOC

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

Dated: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

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

Dated: _____

Dated: _____

EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

~~ORANGEWOOD CHILDREN'S FOUNDATION~~
~~CHARITABLE VENTURES OF ORANGE COUNTY~~

AND

~~THE OLIN GROUP, INC.~~

AND

~~ORANGE COUNTY ALLIANCE FOR CHILDREN AND FAMILIES~~

~~FOR THE PROVISION OF~~

~~ADMINISTRATIVE AND PROFESSIONAL SUPPORT SERVICES~~

~~FaCT NETWORK ADMINISTRATIVE SERVICES~~

~~FOR THE~~

~~FAMILIES AND COMMUNITIES TOGETHER PROGRAM~~

1. SERVICES

1.1 CONTRACTOR shall provide services/activities, as described in Subparagraphs 1.3 through 1.10 of this Exhibit. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify terms or definitions of services/activities and location(s) where services/activities shall be provided as described in Subparagraphs 1.3 through 1.10 of this Exhibit. CONTRACTOR shall not institute any modification without prior, written approval of ADMINISTRATOR. Any modification of services/activities shall remain within the scope of services described in Subparagraphs 1.3 through 1.10 of this Exhibit.

1 1.2 Throughout this Exhibit, the Contractor Partner Agencies shall
2 hereinafter be referred to as: Charitable Ventures of Orange County (CVOC),
3 The Olin Group, Inc. (TOGI), and Orange County Alliance for Children and
4 Families, a fiscally sponsored project of OneOC (Alliance).

5 1.3 Community Outreach and Committees Planning and Development (TOGI):

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

10 1.3.1 Conduct strategic planning for the FaCT Program in
11 coordination with ADMINISTRATOR, both to establish viable objectives for the
12 initiative itself, as well as to support the larger effort to promote the FaCT
13 Program throughout the region, ~~in coordination with ADMINISTRATOR~~, including
14 conducting a planning retreat to be attended by SSA FaCT Program and
15 CONTRACTOR's staff.

16 1.3.2 Create a strategic plan to include regional capacity
17 building needs, fund development plan, recommendations for potential
18 committees/planning bodies, and plans to coordinate meetings with members of
19 the County of Orange Board of Supervisors, their staff, and/or other
20 stakeholders;

21 1.3.3 Conduct all activities related to collective impact
22 development including: assessment and research, regional theory of change
23 creation, stakeholder engagement, partner coordination and activity management
24 and communication;

25 1.3.4 Develop and convene a bi-annual meeting of a FaCT
26 Planning Council to support the development of the collective impact model.

27 1.3.5 Develop new public/private partnerships and linkages to
28 augment family support services at FRCs; and

1 1.3.6 Map and assist in the integration of county-wide services
2 based on FaCT Strategic Plan.

3 ~~1.3.7 Coordinate and facilitate FaCT community forums as needed~~
4 ~~to address strategic planning and sustainability;~~

5 ~~1.3.8 Develop strategies for greater participation of FaCT~~
6 ~~committee members in FaCT activities;~~

7 ~~1.3.9 Plan and coordinate the FaCT annual retreat in order to~~
8 ~~assist with the FaCT Strategic Plan including follow-up workgroup meetings.~~
9 ~~Organize, lead, and participate with Social Services Agency (SSA) staff in~~
10 ~~workgroups to review progress towards achieving the goals outlined in the FaCT~~
11 ~~Strategic Plan;~~

12 1.3.10 ~~Coordinate and facilitate work groups as identified by~~
13 ~~the FaCT Strategic Plan;~~

14 ~~1.3.11 Develop a plan to prioritize and coordinate meetings with~~
15 ~~each Supervisor for the Family Resource Center's (FRC) in their district;~~

16 1.4 Marketing (CVOC and TOGI):

17 To assist FaCT in its efforts to promote FRCs and raise community
18 awareness of FRCs, CONTRACTOR shall, with ADMINISTRATOR approval, market FaCT
19 services which shall include but not be limited to the following:

20 1.4.1 Complete a brand assessment and refresh and market on
21 behalf of FaCT,

22 1.4.2 Plan for ongoing marketing and outreach strategies.

23 1.4.3 ~~Develop "Matters of and send FaCT monthly e-blasts and~~
24 ~~quarterly e-newsletters and distribute them via electronic mail.~~

25 1.4.4 Coordinate with FaCT FRCs to update the FaCT brochure and
26 marketing materials.

27 1.4.5 Plan and develop marketing materials collateral for the
28 FaCT convening Annual Conference, in coordination with the FaCT

~~Conference/Symposium Committee.~~

1.4.6 Maintain, support, and update information for the FaCT website, create web links to other websites in the community and manage FRC marketing requests.

1.4.7 Provide marketing support and coordination of outreach activities for FaCT Program including presentations to specific targeted groups and outreach at events.

1.4.8 Provide technical assistance, including best practices, to FRCs in marketing programs and services.

~~1.4.9 Act as a liaison and enhance community involvement in FaCT through participation in external committees and planning groups;~~

~~1.4.10 Explore new partnerships for leveraging awareness campaigns.~~

1.4.11 Collaborate with ADMINISTRATOR to create design the FaCT Annual Outcomes Report for stakeholders as determined by ADMINISTRATOR.

1.5 Training and Technical Assistance (Alliance):

CONTRACTOR shall ~~create an effective and efficient administrative structure and provide training and technical assistance~~ best practice promotion for the FaCT FRCs. Related services/activities in support of training and technical services shall include, but not be limited to the following:

1.5.1 Complete an assessment to determine ~~technical assistance and training~~ needs of FRCs.

1.5.2 Convene Training Committee a minimum of once per quarter to support content development for FRC trainings.

1.5.3 Coordinate a minimum of ~~four (4)~~ quarterly workshops/FRC learning groups for FaCT FRCs based on training needs assessment to address one (1) or more of the following topics: ~~service development, governance,~~

1 ~~sustainability and revenue planning, relationship building, outcome~~
2 ~~evaluation, parent and community leadership development, community organizing,~~
3 ~~customer service, business and strategic planning or other topics as approved~~
4 ~~by ADMINISTRATOR.~~

5 1.5.4 With support from the Training Committee, identify
6 speakers and develop content for the FaCT Annual Conference ~~convening that may~~
7 ~~include a conference, symposium, or network meeting~~ based upon the needs of
8 the community and as determined by ADMINISTRATOR, ~~for human service~~
9 ~~professionals from public and private non profit organizations and community~~
10 ~~members to provide networking and skill building opportunities and~~
11 ~~presentations by experts in the field of social work, community organizing,~~
12 ~~public relations, marketing, cultural diversity, parent advocacy, strategic~~
13 ~~planning, collaboration, conflict resolution, and other topics relevant to the~~
14 ~~field of family support and strengthening.~~

15 ~~1.5.5 Coordinate efforts with ADMINISTRATOR FaCT Program~~
16 ~~Coordinators and other agencies to develop leveraged training opportunities~~
17 ~~for FRC staff as appropriate; notify FRC staff of pertinent training~~
18 ~~opportunities offered by external organizations.~~

19 ~~1.5.6 Offer scholarships options for FaCT FRC staff to attend~~
20 ~~professional development and capacity building workshops as funding permits~~
21 ~~and with prior approval by ADMINISTRATOR.~~

22 1.5.7 Complete research on best practices and program-related
23 topics and provide content to support the creation of twelve (12) monthly e-
24 blasts to FRCs with support from the Marketing Coordinator.

25 1.5.8 Attend bi-annual FaCT Planning Council meetings and
26 monthly workgroup meetings hosted by FaCT staff to support strategic plan,
27 branding, theory of change and stakeholder engagement.

28 1.5.9 Coordinate, develop and oversee the FaCT Annual

1 Conference, in collaboration with Contractor Partner Agencies.

2 1.6 Technical Assistance (TOGI):

3 CONTRACTOR shall work with ADMINISTRATOR to provide technical
4 assistance to FaCT FRCs, included but not limited to the following:

5 1.6.1 Provide technical assistance and support as requested to
6 assist FaCT FRCs in their own pursuit of grant funding, specifically related
7 to research and application processes ~~researching and applying for grants and~~
8 ~~other funding opportunities as appropriate, and implementation of those~~
9 ~~award(s).~~

10 1.6.2 Provide consultation and support to FRCs in the
11 development of systems and tools to assess and analyze sustainability and
12 diversified revenue planning.

13 1.6.3 Coordinate a point in time assessment for FRCs focusing
14 on capacity, training needs, community leadership and other potential areas
15 for strengthening.

16 1.6.4 Develop a technical assistance plan for each FRC.

17 1.7 Community Leadership Development Programs, Related Services, and
18 Activities (CVOC):

19 In order to better serve the community, CONTRACTOR shall work with
20 SSA to provide ~~leadership to the FaCT team in implementing key strategic~~
21 ~~priorities,~~ community leadership, advisory councils, ~~increased funding,~~ in-
22 kind resources, increase awareness of the FRCs within their local communities,
23 ~~broaden integration of public programs into family support resources available~~
24 ~~at the FRCs~~ and support FaCT community engagement efforts. CONTRACTOR's
25 activities shall include but not be limited to:

26 1.7.1 Provide community leadership development training and
27 support to FaCT Volunteer Coordinators, Community Engagement Advisory
28 Committee (CEAC) Liaisons and Volunteers;

1 1.7.2 Participate in assessment of FRCs to identify community
2 organizing needs;

3 1.7.3 Convene monthly Volunteer Coordinator and CEAC Liaison
4 trainings/meetings;

5 1.7.4 Provide ongoing one-on-one or group technical assistance
6 as requested by FaCT or FRC staff, particularly in the areas of recruitment,
7 governance, advisory roles, community leadership, cultural diversity, and
8 outreach to the business community for participation in CEAC, volunteer
9 opportunities and/or corporate donations;

10 1.7.5 Conduct three (3) quarterly training and one (1) annual
11 meeting for CEAC volunteers to build skills in community organization,
12 governance, and community initiatives; and;

13 ~~1.7.6 Support FRC CEAC liaisons in training their CEAC in~~
14 ~~recruitment, governance, advisory roles, and community leadership;~~

15 ~~1.7.7 Assist FRCs in developing strategies to recruit members~~
16 ~~that represent the cultural diversity of their community through resident,~~
17 ~~business and client members;~~

18 ~~1.7.8 Assist FRC's in outreach to business community for~~
19 ~~participation in CEAC as well as corporate donations; and~~

20 ~~1.7.9 Coordinate, for FaCT FRCs, training for CEAC membership~~
21 ~~to build skills in community organizing, governance, community initiatives;~~
22 ~~and~~

23 1.7.10 Responsible for data collection of Community Based Child
24 Abuse Prevention (CBCAP) funded activities by preparing for ADMINISTRATOR
25 bimonthly quarterly program reports .

26 1.7.11 Service Partnerships and Linkages:-

27 ~~1.7.11.1 Assess internship opportunities with local~~
28 ~~universities and colleges, and develop a plan to maximize intern placement at~~

FRCs.

1.8 Fund and Resource Development (TOGI):

CONTRACTOR's responsibility for fund development efforts on behalf of FaCT include but are not limited to:

1.8.1 Develop leveraged funding strategies targeting support of the FRC platform;

1.8.2 ~~Create grants program, oversee research and tracking of program,~~ Write or coordinate development of funding proposals as determined by ADMINISTRATOR; and

~~1.8.3 Organize a training based on assessment to enhance FRC staff resource development skill;~~

1.8.4 ~~Coordinate efforts Explore opportunities with corporate volunteer programs as available and report findings to ADMINISTRATOR, on a monthly basis, in a format approved by ADMINISTRATOR.~~

~~1.8.5 Oversee the "Calendar of Caring"; and~~

1.8.6 ~~Supervise VISTA staff, if available, in support of Calendar of Caring and other resource development activities.~~

~~1.8.7 Community Engagement and Leadership:~~

1.9 Evaluation and Data Management (CVOC):

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

1.9.1 Collect and contribute data for annual Fact Outcomes Report, quarterly and annual aggregate reports;

1.9.1.1 Coordinate and facilitate quarterly FaCT database trainings and/or meetings for FaCT FRC staff;

1.9.1.2 Coordinate and lead monthly data and

1 evaluation meetings for FaCT staff.

2 1.9.2 Participate in the ongoing development, implementation
3 and refinement of evaluation processes for FaCT and FaCT FRCs that at a
4 minimum addresses the outcomes required for funding administered through FaCT.
5 Evaluation activities shall include, but are not limited to, database
6 maintenance and modification; evaluation design; development and
7 implementation of processes for data collection, input and analysis;
8 compilation of reports and processes for broad community inclusion;

9 1.9.3 Serve as System Administrator for FaCT database;

10 1.9.4 Provide onsite and remote technical assistance to FaCT
11 FRC staff with data entry responsibilities. Additionally, inform and support
12 ADMINISTRATOR on FaCT FRC data issues.

13 ~~1.9.5 Coordinate and facilitate data user group meetings;~~

14 ~~1.9.6 Coordinate and facilitate data integrity meetings with~~
15 ~~SSA FaCT staff;~~

16 1.9.7 Work closely with FRC Coordinators and other partners
17 Contractor Partner Agencies in maximizing the FaCT database and supporting the
18 reporting needs of the FRC;

19 1.9.8 Maintain FRC data in disaggregate and aggregate form and
20 provide reports, as requested, for use by ADMINISTRATOR; and

21 1.9.9 Serve as a liaison to the database software vendor
22 regarding database utility enhancements and other technical matters.

23 1.10 Administrative Duties (CVOC):

24 To assist ADMINISTRATOR in administering FaCT Program activities,
25 CONTRACTOR's responsibilities includes but are not limited to CONTRACTOR
26 shall:

27 1.10.1 Provide logistical, clerical and communication support
28 for strategic planning and all meetings/trainings, FaCT Conference and any

1 other events:

2 ~~1.10.2 Coordinate and facilitate monthly FaCT All Staff~~
3 ~~meetings;~~

4 1.10.3 ~~Act as a first point of contact on Staff FaCT phone~~
5 ~~lines, log and respond to refer out callers/inquiries to appropriate FRCs;~~

6 ~~1.10.4 Coordinate staff and community meeting and trainings,~~
7 ~~including preparation, logistical details, and follow-up;~~

8 1.10.5 Update and maintain the FaCT contact mailing list
9 database;

10 1.10.6 Assist with the specified training materials including
11 presentations, assembling training binders, etc;

12 1.10.7 Coordinate the Master Calendar for FaCT to track all FaCT
13 related meetings, trainings and events; and

14 1.10.8 Provide support for other duties as needed.

15 2. FACILITIES

16 Administrative services under this Agreement shall be provided at:

17 County of Orange Social Services Agency

18 15405 Lansdowne Road

19 Tustin, CA 92782

20 and/or

21 Charitable Ventures of Orange County

22 1505 E. 17th Street, Suite 101

23 Santa Ana, CA 92705

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

26 3. COLLOCATION OF CONTRACTOR STAFF

27 It is mutually understood that up to (4) persons funded through this
28 Agreement (e.g., CONTRACTOR'S employees and/or subcontracted

1 staff) CONTRACTOR's staff and volunteers, whose Duties and Minimum
 2 Qualifications are described in Paragraph 7 of this Exhibit shall be
 3 collocated at SSA's facility as stated in Paragraph 8 of the Agreement to
 4 coordinate FaCT related activities, maximize resources, and avoid duplication
 5 of services to FaCT community. Further, the purpose of the collocation is to
 6 identify and support funding and additional programming for the FRCs beyond
 7 the funding provided by ADMINISTRATOR; to develop parent leaders; to provide
 8 and/or coordinate training and technical assistance for FRC partners and
 9 staff; to identify in-kind and corporate resources and support for the FRCs;
 10 to support evaluation of the health access program; and to insure that the
 11 home visits are providing linkages back to the FRCs.

12 In regards to the collocation, CONTRACTOR agrees to:

13 3.1 Obtain prior written authorization from ADMINISTRATOR's Contract
 14 Administrator prior to locating any CONTRACTOR staff and volunteers at SSA
 15 facility.

16 3.2 Provide Department of Justice (DOJ) fingerprinting and criminal
 17 background checks for all CONTRACTOR collocated staff and volunteers prior to
 18 locating at ADMINISTRATOR facility.

19 3.3 Maintain detailed personnel files on all CONTRACTOR collocated
 20 staff and volunteers in accordance with Paragraph 27 of this Agreement.

21 3.4 Provide direct supervision of all CONTRACTOR collocated staff and
 22 volunteers.

23 3.5 Designate a CONTRACTOR contact to address ADMINISTRATOR inquiries
 24 and/or concerns regarding collocated CONTRACTOR staff and volunteers.

25 3.6 Provide FaCT program specific training for all CONTRACTOR
 26 collocated staff and volunteers.

27 4. MEETINGS

28 4.1 CONTRACTOR shall meet with ADMINISTRATOR FaCT Program Manager

1 ~~and/or FaCT Program staff~~ at minimum one (1) time per month to coordinate
2 services provided to the FaCT community in order to maximize resources and
3 avoid duplication of services. ADMINISTRATOR may, at his or her sole
4 discretion, modify the number of minimum meetings.

5 4.2 Assign CONTRACTOR staff to participate in other ADMINISTRATOR
6 meetings as required by ADMINISTRATOR.

7 5. SERVICE DELIVERY DATA

8 5.1 In addition to reporting requirements referenced in Paragraph 40
9 of this Agreement, CONTRACTOR shall establish and abide by procedures, ~~as~~
10 approved by ADMINISTRATOR, to document service activities performed by
11 CONTRACTOR's staff for services described in Subparagraphs 1.3 through 1.10 of
12 this Exhibit.

13 5.2 CONTRACTOR shall provide quarterly service delivery data to
14 ADMINISTRATOR, in a format approved in writing by ADMINISTRATOR., ~~nd shall be~~
15 ~~transmitted to the FaCT Program Manager and SSA Contract Manager by the~~
16 ~~twentieth (20th) day of each month for the preceding month of services.~~
17 Service delivery data reports shall include, but not be limited to, the
18 following:

19 5.2.1 Description of service delivery activity performed by
20 CONTRACTOR.

21 5.2.2 Number of service delivery activities performed by
22 CONTRACTOR.

23 6. BUDGET

24 The budget for services provided pursuant to Exhibit A of this
25 Agreement, which shall span the period of July 1, 2015 through June 30, 2106,
26 is set forth as follows:

27 ///

<u>LINE ITEM</u>	FTE ⁽¹⁾	Hourly Maximum Rate ⁽²⁾	<u>Budget</u>
<u>Salaries</u>			
<u>Administrative Staff</u>			
Controller	0.21	31.50	\$14,000
Operations Manager	0.25	20.50	10,500
Program Director	0.14	33.00	9,926
<u>Program Staff</u>			
Marketing and Administrative Coordinator	1.00	24.04	\$50,003
Data Specialist	1.00	17.79	37,000
Senior Data Specialist	1.00	25.00	<u>52,000</u>
Subtotal FTE Positions			\$173,429
Benefits ⁽³⁾ (22%)			<u>\$38,155</u>
Subtotal FTE Positions Plus Benefits			\$211,584
The following activities shall be invoiced at a rate not to exceed \$105.00 per hour and is inclusive of all labor, mileage, travel time, and overhead costs related to provided services specified in this Agreement.			
<u>Planning and Development Activities</u>			
Strategic Planning (180 hrs)			\$18,900
Collective Impact Development (400 hrs)			54,600
Marketing, Branding and Fund Development (400 hrs)			<u>42,000</u>
Subtotal Planning and Development			\$115,500
<u>Other Activities</u>			
Training (340 hrs)			\$35,700
Community Leadership Development ⁽⁵⁾ (400 hrs)			42,000
Evaluation and Data Management ⁽⁵⁾ (190 hrs)			<u>20,000</u>
Subtotal Other Activities			\$97,700
<u>Program Expense</u>			
Vista Share Annual Usage Fee			\$20,000

1	Management of FaCT Website	10,000
2	FaCT Annual Conference	12,000
3	FaCT Annual Conference Income Offset	(6,000)
4	Staff Development	3,500
5	Meeting Support	3,216
6	Training Support (e.g., facility, materials, refreshments)	4,000
7	Marketing and Printing	9,000
8	Translation of Materials	4,000
9	Mileage ⁽⁴⁾ FTE Staff	2,000
10	CEAC Program Expense (e.g. child care, transportation, etc.)	2,500
11	Presenters and Speakers	<u>8,000</u>
	Program Expense Subtotal	\$72,216
12	<u>Other Costs</u>	
13	Audit	\$750
14	Insurance	1,000
15	Indirect	1,250
16	Other Costs Subtotal	\$3,000
17	MAXIMUM COUNTY OBLIGATION	\$500,000

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

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

(3) Medical, 401(k), employee assistance, FICA, SUI, Workers' Compensation.

(4) Mileage is limited to the amount allowed by Internal Revenue Service.

(5) ~~Consultants~~ ~~Subcontractors~~ will be strategically selected based on FaCT Program needs; assessment of the community's priorities which may include program planning and development, resource development, strategic planning, county-wide community partnerships, and collaborative grant research and writing.

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 45.2 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 21.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

<u>LINE ITEMS:</u>		<u>Maximum</u>	
		<u>Hourly</u>	<u>Annual</u>
<u>SALARIES:</u>	<u>FTE</u> ⁽¹⁾	<u>Rate</u> ⁽²⁾	<u>Budget</u>
<u>Orangewood Children's Foundation (OCF)</u>			
Community Program Manager	0.60	\$50.75	\$ 63,336
Marketing Program Coordinator	0.25	23.69	12,319
Community Resource Development Program Coord.	0.25	27.23	14,160
Data Evaluation Program Manager	0.80	38.00	63,232
Data Specialist I	1.0	16.48	34,278
Data Specialist II	1.0	15.00	31,200
Administrative Assistant	0.75	18.81	29,344

ATTACHMENT KK

1	Senior Accountant	0.10	26.44	<u>5,500</u>
2	—— Subtotal OCF Salaries			\$253,369
3	OCF Benefits (22.64%) ⁽³⁾			57,363
4	Misc. Consultants ⁽⁶⁾			<u>3,500</u>
5	—— Total OCF Salaries and Benefits			\$314,232
6	<u>SERVICES AND SUPPLIES</u>			
7	Annual Audit			\$ 2,080
8	Administrative Office Expenses			3,736
9	Telephone			3,600
10	Mileage ^(4 & 5)			<u>1,500</u>
11	—— Subtotal Services and Supplies			\$ 10,916
12	<u>PROGRAM EXPENSES</u>			
13	Marketing			\$ 1,500
14	Resource Development			1,500
15	Meeting Support			3,000
16	FRC Training ^(4 & 5)			4,000
17	Conference/Symposium			7,500
18	Staff Development ^(4 & 5)			1,500
19	FaCT Website/T1 Connection			8,256
20	VISTA Share			13,800
21	Conference Income Offset			(2,500)
22	Insurance			<u>2,080</u>
23	—— Subtotal Program Expenses			\$ 40,636
24	<u>Community Based Child Abuse Prevention (CBCAP) Expenses</u>			
25	Marketing Program Coordinator	0.75	\$23.69	\$ 36,956
26	Community Resource Development Program			
27	Coordinator	0.75	27.23	42,479
28				

1	Administrative Assistant	0.30	18.81	9,781
2	CBCAP Salaries Total:			89,216
3	Benefits (22.64%)⁽³⁾			20,199
4	CBCAP Salaries and Benefits Total:			\$109,415
5	CBCAP CEAG			5,006
6	Subtotal CBCAP Expenses:			\$114,421
7	MAXIMUM COUNTY OBLIGATION:			\$480,205

7. STAFF

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

7.1 Marketing and Administrative Coordinator:

7.1.1 Duties: Responsible for developing and/or coordinating FaCT marketing and educational materials, including FaCT Annual Conference collateral, quarterly e-FaCT Newsletters, monthly e-blasts, and FaCT Outcomes Report; ~~oversee the planning and implementation of the annual FaCT Conference update and maintain the FaCT website; manage and provide technical assistance to FaCT FRCs regarding marketing; coordinate and support FaCT committees and other community and FRC meetings; provide logistical, clerical and communication support for strategic planning, all meetings/trainings, FaCT Annual Conference and other events; staff FaCT telephone line and log inquires; and other duties as needed.~~

7.1.2 Qualifications: Bachelor's degree; three (3) years of work experience, preferably in marketing and public relations; one (1) year of supervisory experience; some experience developing marketing materials; excellent verbal and written communication skills; and excellent organizational skills.

1 7.2 Data Specialist:

2 7.2.1 Duties: Responsible for training and support of client
3 data information into web based data system; ensure effective interfacing of
4 data systems; monitor accuracy of data and reports; provide training and
5 technical assistance to FRC staff in regards to FaCT's database system, data
6 collection and outcomes; work closely with ~~SSA Program Coordinators~~
7 ~~ADMINISTRATOR~~ to ensure data integrity; provide reports as needed; collaborate
8 with other data evaluation staff to ensure maximum utilization of database and
9 reports.

10 7.2.2 Qualifications: Bachelor's degree in computer science,
11 social science, business administration, or related field; a minimum of two
12 (2) years of work experience with outcomes, evaluation, and/or data
13 management; proficient in Microsoft Office programs, including PowerPoint and
14 Excel; experience with site support and training. Two (2) years of experience
15 working in data and evaluation in collaborative settings may substitute for
16 the required Bachelor's degree.

17 7.3 Senior Data Specialist:

18 7.3.1 Duties: Responsible for training and support of client
19 data information into web based data system; ensure effective interfacing of
20 data systems; monitor accuracy of data and reports; provide training and
21 technical assistance to FRC staff in regards to FaCT's database system, data
22 collection and outcomes; work closely with ADMINISTRATOR to ensure data
23 integrity; provide reports as needed; collaborate with other data evaluation
24 staff to ensure maximum utilization of database and reports. Identify data
25 management training needs and developing training modules, supervise Data
26 Specialist.

27 7.3.2 Qualifications: Bachelor's degree in computer science,
28 social science, business administration, or related field; a minimum of two

1 (2) years of work experience with outcomes, evaluation, and/or data
2 management; proficient in Microsoft Office programs, including PowerPoint and
3 Excel; experience with site support and training. Three (3) years of
4 experience working in data and evaluation may substitute for the required
5 Bachelor's degree.

6 7.4 Controller:

7 7.4.1 Duties: Support all financial components of the FaCT
8 program, including establishing policies, procedures, controls and reporting
9 systems to ensure smooth financial operations; ensure that all income and
10 expenses are recorded in compliance with COUNTY guidelines and financial
11 reports are submitted to the ADMINISTRATOR; process all payroll and
12 subcontract payments; and oversee annual audit.

13 7.4.2 Qualifications: Bachelor's degree in accounting,
14 finance, business administration, or related field; three (3) years of work
15 experience in accounting and finance; one (1) year of supervisory experience;
16 excellent verbal and written communication skills; excellent organizational
17 skills.

18 7.5 Operations Manager:

19 7.5.1 Duties: Support the management of the FaCT contract,
20 including ensuring appropriate insurance coverage, contract negotiation with
21 vendors and subcontractors; serve as Human Resources support (i.e. onboarding
22 new staff), staff training, Employment Development Department reporting, and
23 support of service delivery report creation; and attend all FaCT planning
24 meetings to support contract obligations across the Contracted Partner
25 Agencies.

26 7.5.2 Qualifications: Bachelor's degree in social science,
27 business administration, finance, or related field; three (3) years of work
28 experience, preferably in operations and administration; some experience in

1 accounting and payroll; excellent verbal and written communication skills;
2 excellent organizational skills.

3 7.6 Program Director:

4 7.6.1 Duties: Support development of FaCT partner relations,
5 including potential donors to FaCT Program; serve as Human Resources point of
6 contact for all FaCT Program staff; manage all CVOC communication related to
7 the FaCT Program.

8 7.6.2 Qualifications: Bachelor's degree in business
9 administration, nonprofit management, marketing, or related field; five (5)
10 years of work experience, preferably in nonprofit administration; one (1) year
11 of supervisory experience; experience with fund development and
12 communications; excellent verbal and written communication skills; excellent
13 organizational skills.

14 7.7 Community Program Manager:-

15 ~~7.7.1 Duties: Responsible for overseeing projects of the FaCT~~
16 ~~program as it relates to this Agreement; integrate programs supporting FaCT~~
17 ~~Family Resource Centers (FRC); supervise CONTRACTOR's program and support~~
18 ~~staff; facilitate monthly staff meetings; oversee activities involving~~
19 ~~database and evaluation systems for FaCT; work closely with SSA FaCT staff to~~
20 ~~ensure programs are integrated at the FRCs; oversee the development and~~
21 ~~implementation of FaCT committees and community forums; advocate FRC platform~~
22 ~~in community and state forums; and report to CONTRACTOR's Chief Executive~~
23 ~~Officer.~~

24 7.7.2 Qualifications: ~~Master's degree in health and human~~
25 ~~service field or public administration; three (3) years experience working in~~
26 ~~health and human service field; two (2) years of supervisory experience;~~
27 ~~excellent speaking and writing skills; experience with community engagement~~
28 ~~and fund development; excellent organization skills; ability to facilitate~~

1 large group meetings and presentations; and experience with program
2 development, including planning and grant development.

3 7.8 Marketing Program Coordinator:

4 7.8.1 Duties: Responsible for developing FaCT marketing and
5 educational materials and the "Matters of FaCT" Newsletter; oversee the
6 planning and implementation of the annual one day FaCT Convening that may
7 include conference, symposium or network meetings; update and maintain the
8 FaCT website; provide technical assistance to FaCT FRCs regarding marketing,
9 as requested; coordinate and support FaCT committees and other community and
10 FRC meetings; recruit and develop community involvement in FaCT and supporting
11 the collaborative process; represent FaCT on County-wide committees, as
12 necessary; develop and implement public relations and outreach strategies to
13 increase awareness of the FaCT Program; and supervise administrative staff as
14 needed.

15 7.8.2 Qualifications: Bachelor's degree; three (3) years work
16 experience, preferably in marketing and public relations; one (1) year
17 supervisory experience; some experience developing marketing materials,
18 excellent verbal and written communication skills; and excellent
19 organizational skills.

20 1.1 Data Evaluation Program Manager:

21 1.1.1 Duties: Provide oversight and support to the FaCT
22 database and program evaluation; ensure data integrity by providing program
23 planning data and onsite technical assistance regarding outcomes measurement,
24 data collection, data entry, data reporting, and overall database management;
25 coordinate and facilitate monthly data user groups; identify data management
26 training needs and developing responsive, skill building training programs;
27 serve as the System Administrator for the FaCT FRC Database developed by Vista
28 Share; act as a liaison to SSA FaCT staff regarding FRC data issues and

1 solutions; coordinate monthly reporting of data at FRC site and network
2 levels; and contribute to annual reports pertaining to data depiction; and
3 assist with planning and reassessment of FaCT overall evaluation plan
4 including County outcome requirements.

5 1.1.2 Qualifications: Master's degree in Computer Science,
6 Social Service, Business Administration, or related field; two (2) years of
7 work experience with outcomes, evaluation, and/or data management; proficient
8 in Microsoft Office programs including Power Point and Excel; experience with
9 site support and training; and experience working in collaborative settings.

10 7.9 Community Resource Development Program Coordinator:

11 7.9.1 Duties: Responsible for development of technical
12 assistance programs for FaCT FRC CEAC liaisons; provide direct supervision of
13 Volunteers in Service to America (VISTA) volunteers(s) if available;
14 coordinate CEAC trainings as needed, support the development of service
15 partnerships and linkages, and support and coordinate fund and resource
16 development for FaCT program.

17 7.9.2 Qualifications: Master's degree is preferred or
18 Bachelor's degree with three (3) years business/non-profit experience,
19 preferably in resource development, training, public and private partnerships;
20 possess excellent oral and written and communication skills in English and
21 Spanish; excellent organizational and follow through skills; detail oriented;
22 and proficient in Microsoft Office programs.

23 7.10 Administrative Assistant:

24 7.10.1 Duties: Responsible for serving as the central point for
25 communication for programs; send notices and flyers via email; assist the
26 public with locating FRCs; provide information about FaCT trainings and track
27 training reservations; schedule FaCT meetings; coordinate staff, community
28 meetings and trainings including contact information and annual convening

~~details; assist with development of training materials; coordinate supplies and purchasing; administer petty cash funds; coordinate the master calendar for all FaCT meetings and events; copy; materials productions; meeting preparation and set-up; organize the supply room and ensure adequate stock of office supplies; and perform other duties as assigned.~~

~~7.10.2 Qualifications: Possess high school diploma or equivalent GED; Bachelor's degree is preferred; four (4) years of experience with administrative/clerical duties; knowledge and experience working with computer software including work processing and databases; excellent organizational skills and ability to work independently; possess excellent written and verbal communication skills; ability to interact with the public and outside vendors. Bilingual in Spanish preferred; and proficiency in English is required.~~

~~7.11 Senior Accountant:~~

~~7.11.1 Duties: Prepare monthly government contract claims and support. Interface with CPA auditors in preparation of the annual Orangewood Children's Foundation financial and single audits. Provide accounting and bookkeeping functions related to contract administration including development of the claim for reimbursement, payment to providers, recording payments from requestors, and other tasks.~~

~~7.11.2 Qualifications: Four (4) years experience in bookkeeping and accounting. Advanced education in accounting is preferred.~~

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