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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CHARITABLE VENTURES OF ORANGE COUNTY
AND
THE OLIN GROUP, INC.
AND
ORANGE COUNTY ALLIANCE FOR CHILDREN AND FAMILIES
FOR THE PROVISION OF
FaCT NETWORK ADMINISTRATIVE SERVICES

THIS AGREEMENT, entered into this 1st day of July 2015, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and 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."

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

1 and Support Program" and currently known in the COUNTY as Families and
2 Communities Together [FaCT] Program) and other funding sources for the
3 provision of services intended to maintain the safety of children in their
4 homes, help families through crises that might lead to the removal of children
5 from their homes or speed the return of children to their homes, and to
6 alleviate stress and promote parental competencies; and

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

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

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

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

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Exhibit A

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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 44 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.

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13.5 Qualified Insurer:

13.5.1 The policy or policies of insurance required herein must 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>	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	CVOC, TOGI, Alliance
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence	CVOC, TOGI, Alliance
Workers' Compensation	Statutory	CVOC, TOGI, Alliance
Employer's Liability Insurance	\$1,000,000 per occurrence	CVOC, TOGI, Alliance
Employee Dishonesty	\$50,000	CVOC
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1 13.8 Required Coverage Forms:

2 13.8.1 Commercial General Liability coverage shall be written on
3 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
4 liability coverage at least as broad.

5 13.8.2 Business Auto Liability coverage shall be written on ISO
6 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
7 coverage at least as broad.

8 13.9 Required Endorsements:

9 13.9.1 Commercial General Liability policy shall contain the
10 following endorsements, which shall accompany the Certificate of Insurance:

11 13.9.1.1 An Additional Insured endorsement using ISO
12 form CG 2010 or CG 2033 or a form at least as broad naming the County of
13 Orange, its elected and appointed officials, officers, employees, agents as
14 Additional Insureds.

15 13.9.1.2 A primary non-contributing endorsement
16 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
17 insurance maintained by the County of Orange shall be excess and non-
18 contributing.

19 13.10 The County of Orange shall be the loss payee on the Employee
20 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of
21 Orange is a Loss Payee shall accompany the Certificate of Insurance.

22 13.11 All insurance policies required by this Agreement shall waive all
23 rights of subrogation against the County of Orange, its elected and appointed
24 officials, officers, agents and employees when acting within the scope of
25 their appointment or employment.

26 13.12 The Workers' Compensation policy shall contain a waiver of
27 subrogation endorsement waiving all rights of subrogation against the County
28 of Orange, its elected and appointed officials, officers, agents and

1 employees.

2 13.13 CONTRACTOR shall notify County in writing within thirty (30) days
3 of any policy cancellation and ten (10) days for non-payment of premium and
4 provide a copy of the cancellation notice to County. Failure to provide
5 written notice of cancellation may constitute a material breach of the
6 contract, upon which the County may suspend or terminate this Agreement.

7 13.14 The Commercial General Liability policy shall contain a
8 severability of interests clause also known as a "separation of insureds"
9 clause (standard in the ISO CG 0001 policy).

10 13.15 Insurance certificates should be mailed to COUNTY at the address
11 indicated in Paragraph 10 of this Agreement.

12 13.16 If CONTRACTOR fails to provide the insurance certificates and
13 endorsements within seven (7) days of notification by CEO/County Procurement
14 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

15 13.17 COUNTY expressly retains the right to require CONTRACTOR to
16 increase or decrease insurance of any of the above insurance types throughout
17 the term of this Agreement. Any increase or decrease in insurance will be as
18 deemed by County of Orange Risk Manager as appropriate to adequately protect
19 COUNTY.

20 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
21 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
22 certificates of insurance and endorsements with COUNTY incorporating such
23 changes within thirty (30) days of receipt of such notice, this Agreement may
24 be in breach without further notice to CONTRACTOR, and COUNTY shall be
25 entitled to all legal remedies.

26 13.19 The procuring of such required policy or policies of insurance
27 shall not be construed to limit CONTRACTOR's liability hereunder nor to
28 fulfill the indemnification provisions and requirements of this Agreement, nor

1 act in any way to reduce the policy coverage and limits available from the
2 insurer.

3 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

4 CONTRACTOR shall report to COUNTY:

5 14.1 Any accident or incident relating to services performed under this
6 Agreement which involves injury or property damage which may result in the
7 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
8 shall be made in writing within twenty-four (24) hours of occurrence.

9 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
10 from or related to services performed by CONTRACTOR under this Agreement.
11 Such report shall be submitted to COUNTY within twenty-four (24) hours of
12 occurrence.

13 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
14 property. Such report shall be submitted to COUNTY within twenty-four (24)
15 hours of occurrence.

16 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind
17 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
18 under the term of this Agreement. Such report shall be submitted to COUNTY
19 within twenty-four (24) hours of occurrence.

20 15. CONFLICT OF INTEREST

21 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
22 any actions or conditions that could result in a conflict with the best
23 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
24 agents, relatives, subcontractors, and third parties associated with
25 accomplishing the work hereunder.

26 15.2 CONTRACTOR's efforts shall include, but not be limited to,
27 establishing precautions to prevent its employees or agents from making,
28 receiving, providing, or offering gifts, entertainment, payments, loans, or

1 other considerations which could be deemed to appear to influence individuals
2 to act contrary to the best interests of COUNTY.

3 16. ANTI-PROSELYTISM PROVISION

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

8 17. SUPPLANTING GOVERNMENT FUNDS

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

18 18. EQUIPMENT

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

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1 CONTRACTOR further agrees to the following:

2 18.1.1 To maintain all items of Capital Equipment in good
3 working order and condition, normal wear and tear excepted.

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

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

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

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

26 18.3 Personal Computer Equipment:

27 No personal computers and/or personal electronic devices, such as
28 tablets and laptop computers, or any component thereof may be purchased with

1 funds provided under this Agreement, regardless of purchase price, without
2 prior written approval of ADMINISTRATOR. Any such purchase shall be in
3 accordance with specifications provided by ADMINISTRATOR, be subject to the
4 same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4
5 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY
6 upon termination of this Agreement.

7 18.4 Use of COUNTY Personal Computer Equipment

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

21 19. BREACH SANCTIONS

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

27 19.1 Afford CONTRACTOR a time period within which to cure the breach,
28 which period shall be established by ADMINISTRATOR; and/or

1 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
2 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
3 later recovery; and/or

4 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
5 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

8 20. FISCAL MANAGEMENT (CVOC):

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

24 20.2 As the designated lead agent, CVOC shall also be responsible for
25 activities that include but are not limited to the following:

26 20.2.1 Managing subcontracts;

27 20.2.2 Delivering quarterly reports to SSA, including update on
28 deliverables and impact of effort;

1 20.2.3 Attending quarterly Advisory Board meetings and monthly
2 partner work group meetings;

3 20.2.4 Generating modification requests on Contracted Partner
4 Agencies' behalf for submission to COUNTY;

5 20.2.5 Attending required FaCT meetings and mandatory trainings;
6 and

7 20.2.6 Maintaining the integrity of the FaCT database and other
8 reports as necessary.

9 21. PAYMENTS

10 21.1 Maximum Contractual Obligation:

11 The maximum obligation of COUNTY under this Agreement shall be
12 \$500,000, or actual allowable costs, whichever is less.

13 21.2 Allowable Costs:

14 During the term of this Agreement, COUNTY shall pay CONTRACTOR
15 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
16 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by
17 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
18 for anticipated allowable costs that will be incurred by CONTRACTOR for June
19 2016, during the month of such anticipated expenditure.

20 21.3 Advance Payment:

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

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1 21.4 Claims:

2 21.4.1 CONTRACTOR shall submit monthly claims to be received by
3 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
4 expenses incurred in the preceding month. In the event the twentieth (20th)
5 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
6 claim the next business day. COUNTY holidays include New Year's Day, Martin
7 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
8 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
9 Friday after Thanksgiving, and Christmas Day.

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

19 21.4.3 Payments should be released by COUNTY within a reasonable
20 time period of approximately thirty (30) days after receipt of a correctly
21 completed claim form and required supporting documentation.

22 21.4.4 Year End and Final Claims:

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

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1 21.4.4.2 The basis for final settlement shall be the
2 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122,
3 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
4 to the maximum obligation of COUNTY. In the event that any overpayment has
5 been made, COUNTY may offset the amount of the overpayment against the final
6 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
7 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
8 Nothing herein shall be construed as limiting the remedies of COUNTY in the
9 event an overpayment has been made.

10 22. OVERPAYMENTS

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

24 23. OUTSTANDING DEBT

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

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1 24. FINAL REPORT

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

7 25. INDEPENDENT AUDIT

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

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

25 26. RECORDS, INSPECTIONS AND AUDITS26 26.1 Financial Records:

27 26.1.1 CONTRACTOR shall prepare and maintain accurate and
28 complete financial records. Financial records shall be retained, by

1 CONTRACTOR, for a minimum of five (5) years from the date of final payment
2 under this Agreement or until all pending COUNTY, State and Federal audits are
3 completed, whichever is later.

4 26.1.2 CONTRACTOR shall establish and maintain reasonable
5 accounting, internal control and financial reporting standards in conformity
6 with generally accepted accounting principles established by the American
7 Institute of Certified Public Accountants and to the satisfaction of
8 ADMINISTRATOR.

9 26.2 Client Records:

10 26.2.1 CONTRACTOR shall prepare and maintain accurate and
11 complete records of clients served and dates and type of services provided
12 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

13 26.2.2 All client records related to services provided under the
14 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
15 (5) years from the date of final payment under this Agreement or until all
16 pending COUNTY, State and Federal audits are completed, whichever is later.
17 Notwithstanding anything to the contrary, upon termination of this Agreement,
18 CONTRACTOR shall relinquish control with respect to client records to COUNTY
19 in accordance with Subparagraph 44.2.

20 26.2.3 COUNTY may refuse payment for a claim if client records
21 are determined by COUNTY to be incomplete or inaccurate. In the event client
22 records are determined to be incomplete or inaccurate after payment has been
23 made, COUNTY may treat such payment as an overpayment within the provisions of
24 this Agreement.

25 26.3 Public Records:

26 With the exception of client records or other records referenced
27 in Paragraph 33, entitled Confidentiality, all records, including but not
28 limited to, reports, audits, notices, claims, statements and correspondence,

1 required by this Agreement may be subject to public disclosure. COUNTY will
2 not be liable for any such disclosure.

3 26.4 Inspections and Audits:

4 26.4.1 The U.S. Department of Health and Human Services,
5 Comptroller General of the United States, Director of CDSS, State Auditor-
6 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
7 Department, or any of their authorized representatives, shall have access to
8 any books, documents, papers and records, including medical records, of
9 CONTRACTOR which any of them may determine to be pertinent to this Agreement
10 for the purpose of financial monitoring. Further, all the above mentioned
11 persons have the right at all reasonable times to inspect or otherwise
12 evaluate the work performed or being performed under this Agreement and the
13 premises in which it is being performed.

14 26.4.2 CONTRACTOR shall make its books and financial records
15 available within the borders of Orange County within ten (10) days of receipt
16 of written demand by ADMINISTRATOR.

17 26.4.3 In the event CONTRACTOR does not make available its books
18 and financial records within the borders of Orange County, CONTRACTOR agrees
19 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
20 designee, necessary to obtain CONTRACTOR's books and financial records.

21 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of
22 COUNTY's liability to the State or Federal government or any agency thereof
23 resulting from any disallowances or other audit exceptions to the extent that
24 such liability is attributable to CONTRACTOR's failure to perform under this
25 Agreement.

26 26.5 Evaluation Studies:

27 26.5.1 CONTRACTOR shall participate as requested by COUNTY in
28 research and/or evaluative studies designed to show the effectiveness and/or

1 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
2 project.

3 27. PERSONNEL DISCLOSURE

4 27.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
5 all personnel providing services hereunder, including résumés and job
6 applications. Changes to the list will be immediately provided to
7 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
8 application. The list shall include:

9 27.1.1 Names of all full or part-time personnel by title,
10 including volunteer personnel, whose direct services are required to provide
11 the programs described herein;

12 27.1.2 A brief description of the functions of each position and
13 the hours each person works each week; or for part-time personnel, each day or
14 month, as appropriate;

15 27.1.3 The professional degree, if applicable, and experience
16 required for each position; and

17 27.1.4 The language skill, if applicable, for all personnel.

18 27.2 CONTRACTOR's employment applications shall require applicants to
19 provide detailed information regarding the conviction of a crime by any court,
20 for offenses other than minor traffic offenses. Information not disclosed in
21 the employment application discovered subsequent to the hiring or promotion of
22 any applicant shall be cause for termination of that employee from the
23 performance of services under this Agreement.

24 27.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
25 COUNTY, criminal record background checks on all employees and/or volunteers
26 who will provide services under this Agreement. Candidates will satisfy
27 background checks consistent with and comparable to those required for COUNTY
28 employees.

1 27.4 CONTRACTOR warrants that all persons employed or otherwise
2 assigned by CONTRACTOR to provide services under this Agreement have
3 satisfactory past work records and/or reference checks indicating their
4 ability to perform the required duties and accept the kind of responsibility
5 anticipated under this Agreement. CONTRACTOR shall maintain records of
6 background investigations and reference checks undertaken and coordinated by
7 CONTRACTOR for each employee and/or volunteer assigned to provide services
8 under this Agreement for a minimum of five (5) years from the date of final
9 payment under this Agreement or until all pending COUNTY, State and Federal
10 audits are completed, whichever is later, in compliance with all applicable
11 laws.

12 27.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
13 arrest and/or subsequent conviction, for offenses other than minor traffic
14 offenses, of any paid employee and/or volunteer staff performing services
15 under this Agreement, when such information becomes known to CONTRACTOR.
16 ADMINISTRATOR may determine whether such employee and/or volunteer may
17 continue to provide services under this Agreement and shall provide notice of
18 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
19 with ADMINISTRATOR's decision shall be deemed a material breach of this
20 Agreement, pursuant to Paragraph 19 above.

21 27.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
22 staff performing work hereunder and any proposed changes in CONTRACTOR's
23 staff.

24 27.7 COUNTY shall have the right to require CONTRACTOR to remove any
25 employee from the performance of services under this Agreement. At the
26 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

27 27.8 CONTRACTOR shall notify COUNTY immediately when staff is
28 terminated for cause from working on this Agreement.

1 27.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
2 Paragraph 27, shall not relieve CONTRACTOR of its obligation to complete all
3 work in accordance with the terms and conditions of this Agreement.

4 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

22 29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

23 29.1 In order to comply with child support enforcement requirements of
24 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
25 of the award of this Agreement:

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

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

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

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

11 29.2 The failure of CONTRACTOR to timely submit the data or
12 certifications required by subsections (a), (b), (c), or (d), or to comply
13 with all Federal and State employee reporting requirements for child support
14 enforcement or to comply with all lawfully served Wage and Earnings Assignment
15 Orders and Notices of Assignment shall constitute a material breach of this
16 Agreement, and failure to cure such breach within sixty (60) calendar days of
17 notice from COUNTY shall constitute grounds for termination of this Agreement.

18 29.3 It is expressly understood that this data will be transmitted to
19 governmental agencies charged with the establishment and enforcement of child
20 support orders, and for no other purpose.

21 30. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

22 30.1 Charitable Ventures of Orange County shall file Federal Form 1099-
23 Misc for services received from a "service provider" to whom Charitable
24 Ventures of Orange County pays \$600 or more or with whom Charitable Ventures
25 of Orange County enters into a contract for \$600 or more within a single
26 calendar year. The purpose of this reporting requirement is to increase child
27 support collection by helping to locate parents who are delinquent in their
28 child support obligations.

1 30.2 The term “service provider” is defined in California Unemployment
2 Insurance Code Section 1088.8, Subparagraph B.2 as, “An individual who is not
3 an employee of the service recipient for California purposes and who received
4 compensation or executes a contract for services performed for that service
5 recipient within or without the state.” The term is further defined by the
6 California Employment Development Department to refer specifically to
7 independent contractors. An independent contractor is defined as, “An
8 individual who is not an employee of the ... government entity for California
9 purposes and who receives compensation or executes a contract for services
10 performed for that ... government entity either in or outside of California.”

11 30.3 The reporting requirement does not apply to corporations, general
12 partnerships, limited liability partnerships, and limited liability companies.

13 30.4 Additional information on this reporting requirement can be found
14 at the California Employment Development Department web site located at
15 [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).

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

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

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

26 31. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

27 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
28 ensure that all employees, volunteers, consultants, or agents performing

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

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

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

16 33. CONFIDENTIALITY

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

22 33.2 All records and information concerning any and all persons
23 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
24 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
25 volunteers. CONTRACTOR shall require all of its employees, agents,
26 subcontractors and volunteer staff who may provide services for CONTRACTOR
27 under this Agreement to sign an agreement with CONTRACTOR before commencing
28 the provision of any such services, to maintain the confidentiality of any and

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

10 33.3 CONTRACTOR shall inform all of its employees, agents,
11 subcontractors, volunteers and partners of this provision and that any person
12 violating the provisions of said State law may be guilty of a crime.

13 33.4 CONTRACTOR agrees that any and all subcontracts entered into shall
14 be subject to the confidentiality requirements of this Agreement.

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

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

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

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1 34. COPYRIGHT ACCESS

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

6 35. WAIVER

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

15 36. PETTY CASH

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

18 37. PUBLICITY

19 37.1 Information and solicitations, prepared and released by
20 CONTRACTOR, concerning the services provided under this Agreement shall state
21 that the program, wholly or in part, is funded through COUNTY, State and
22 Federal government funds.

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

1 37.2.1 CONTRACTOR shall develop all publicity material in a
2 professional manner; and

3 37.2.2 During the term of this Agreement, CONTRACTOR shall not,
4 and shall not authorize another to, publish or disseminate any commercial
5 advertisements, press releases, feature articles, or other materials using the
6 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
7 unreasonably withhold written consent.

8 38. COUNTY RESPONSIBILITIES

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

11 39. REPORTS

12 39.1 CONTRACTOR shall provide information deemed necessary by
13 ADMINISTRATOR to complete any State-required reports related to the services
14 provided under this Agreement.

15 39.2 CONTRACTOR shall maintain records and submit reports containing
16 such data and information regarding the performance of CONTRACTOR's services,
17 costs or other data relating to this Agreement, as may be requested by
18 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
19 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

20 40. ENERGY EFFICIENCY STANDARDS

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

24 41. ENVIRONMENTAL PROTECTION STANDARDS

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

1 may now exist or be hereafter amended. Under these laws and regulations,
2 CONTRACTOR assures that:

3 41.1 No facility to be utilized in the performance of the proposed
4 grant has been listed on the EPA List of Violating Facilities;

5 41.2 It will notify COUNTY prior to award of the receipt of any
6 communication from the Director, Office of Federal Activities, U.S. EPA,
7 indicating that a facility to be utilized for the grant is under consideration
8 to be listed on the EPA List of Violating Facilities; and

9 41.3 It will notify COUNTY and EPA about any known violation of the
10 above laws and regulations.

11 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
12 FEDERAL TRANSACTIONS

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

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

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

27 1) No Federal appropriated funds have been paid or will
28 be paid to any person for influencing or attempting to influence an officer or

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

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

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

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

25 43. POLITICAL ACTIVITY

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

1 44. TERMINATION PROVISIONS

2 44.1 ADMINISTRATOR may terminate this Agreement without penalty
3 immediately with cause or after thirty (30) days written notice without cause,
4 unless otherwise specified. Notice shall be deemed served on the date of
5 mailing. Cause shall be defined as any breach of contract, any
6 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
7 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
8 all further obligations under this Agreement.

9 44.2 Upon termination, or notice thereof, CONTRACTOR agrees to
10 cooperate with ADMINISTRATOR in the orderly transfer of service
11 responsibilities, active case records, and pertinent documents.

12 44.3 The obligations of COUNTY under this Agreement are contingent upon
13 the availability of Federal and/or State funds, as applicable, for the
14 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
15 for the services hereunder in the budget approved by the Orange County Board
16 of Supervisors each fiscal year this Agreement remains in effect or operation.
17 In the event that such funding is terminated or reduced, ADMINISTRATOR may
18 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
19 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
20 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
21 notification of such determination. CONTRACTOR shall immediately comply with
22 ADMINISTRATOR's decision.

23 44.4 If any provision of this Agreement or the application thereof is
24 held invalid, the remainder of this Agreement shall not be affected thereby.

25 45. GOVERNING LAW AND VENUE

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

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

7 46. SIGNATURE IN COUNTERPARTS

8 The parties agree that separate copies of this Agreement may be signed
9 by each of the parties, and this Agreement will have the same force and effect
10 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: Ann Mitchell
DEPUTY

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

Dated: 5/6/15

Dated: _____

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

14
15
16 1. SERVICES

17 1.1 CONTRACTOR shall provide services/activities, as described in
 18 Subparagraphs 1.3 through 1.10 of this Exhibit. ADMINISTRATOR and CONTRACTOR
 19 may mutually agree, in writing, to modify terms or definitions of
 20 services/activities and location(s) where services/activities shall be
 21 provided as described in Subparagraphs 1.3 through 1.10 of this Exhibit.
 22 CONTRACTOR shall not institute any modification without prior, written
 23 approval of ADMINISTRATOR. Any modification of services/activities shall
 24 remain within the scope of services described in Subparagraphs 1.3 through
 25 1.10 of this Exhibit.

26 1.2 Throughout this Exhibit, the Contractor Partner Agencies shall
 27 hereinafter be referred to as: Charitable Ventures of Orange County (CVOC),
 28 The Olin Group, Inc. (TOGI), and Orange County Alliance for Children and

1 Families, a fiscally sponsored project of OneOC (Alliance).

2 1.3 Planning and Development (TOGI):

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

7 1.3.1 Conduct strategic planning for the FaCT Program in
8 coordination with ADMINISTRATOR, both to establish viable objectives for the
9 initiative itself, as well as to support the larger effort to promote the FaCT
10 Program throughout the region, including conducting a planning retreat to be
11 attended by SSA FaCT Program and CONTRACTOR's staff.

12 1.3.2 Create a strategic plan to include regional capacity
13 building needs, fund development plan, recommendations for potential
14 committees/planning bodies, and plans to coordinate meetings with members of
15 the County of Orange Board of Supervisors, their staff, and/or other
16 stakeholders;

17 1.3.3 Conduct all activities related to collective impact
18 development including: assessment and research, regional theory of change
19 creation, stakeholder engagement, partner coordination and activity management
20 and communication;

21 1.3.4 Develop and convene a bi-annual meeting of a FaCT
22 Planning Council to support the development of the collective impact model.

23 1.3.5 Develop new public/private partnerships and linkages to
24 augment family support services at FRCs; and

25 1.3.6 Map and assist in the integration of county-wide services
26 based on FaCT Strategic Plan.

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1 1.4 Marketing (CVOC and TOGI):

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

5 1.4.1 Complete a brand assessment, refresh and market on behalf
6 of FaCT,

7 1.4.2 Plan for ongoing marketing and outreach strategies.

8 1.4.3 Develop and send FaCT monthly e-blasts and quarterly e-
9 newsletters.

10 1.4.4 Coordinate with FaCT FRCs to update the FaCT brochure and
11 marketing materials.

12 1.4.5 Plan and develop marketing collateral for the FaCT Annual
13 Conference.

14 1.4.6 Maintain, support, and update information for the FaCT
15 website, create web links to other websites in the community and manage FRC
16 marketing requests.

17 1.4.7 Provide marketing support and coordination of outreach
18 activities for FaCT Program including presentations to specific targeted
19 groups and outreach at events.

20 1.4.8 Provide technical assistance, including best practices,
21 to FRCs in marketing programs and services.

22 1.4.9 Collaborate with ADMINISTRATOR to design the FaCT Annual
23 Outcomes Report for stakeholders as determined by ADMINISTRATOR.

24 1.5 Training (Alliance):

25 CONTRACTOR shall provide training and best practice promotion for
26 the FaCT FRCs. Related services/activities in support of training shall
27 include, but not be limited to the following:

28 1.5.1 Complete an assessment to determine training needs of

1 FRCs.

2 1.5.2 Convene Training Committee a minimum of once per quarter
3 to support content development for FRC trainings.

4 1.5.3 Coordinate a minimum of quarterly workshops/FRC learning
5 groups for FaCT FRCs based on training needs assessment as approved by
6 ADMINISTRATOR.

7 1.5.4 With support from the Training Committee, identify
8 speakers and develop content for the FaCT Annual Conference based upon the
9 needs of the community and as determined by ADMINISTRATOR.

10 1.5.5 Complete research on best practices and program-related
11 topics and provide content to support the creation of twelve (12) monthly e-
12 blasts to FRCs with support from the Marketing Coordinator.

13 1.5.6 Attend bi-annual FaCT Planning Council meetings and
14 monthly workgroup meetings hosted by FaCT staff to support strategic plan,
15 branding, theory of change and stakeholder engagement.

16 1.5.7 Coordinate, develop and oversee the FaCT Annual
17 Conference, in collaboration with Contractor Partner Agencies.

18 1.6 Technical Assistance (TOGI):

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

21 1.6.1 Provide technical assistance and support as requested to
22 assist FaCT FRCs in their own pursuit of grant funding, specifically related
23 to research and application processes.

24 1.6.2 Provide consultation and support to FRCs in the
25 development of systems and tools to assess and analyze sustainability and
26 diversified revenue planning.

27 1.6.3 Coordinate a point in time assessment for FRCs focusing
28 on capacity, training needs, community leadership and other potential areas

1 for strengthening.

2 1.6.4 Develop a technical assistance plan for each FRC.

3 1.7 Community Leadership Development (CVOC):

4 In order to better serve the community, CONTRACTOR shall work with
5 SSA to provide community leadership, advisory councils, in-kind resources,
6 increase awareness of the FRCs within their local communities, and support
7 FaCT community engagement efforts. CONTRACTOR's activities shall include but
8 not be limited to:

9 1.7.1 Provide community leadership development training and
10 support to FaCT Volunteer Coordinators and Community Engagement Advisory
11 Committee (CEAC) Liaisons and Volunteers;

12 1.7.2 Participate in assessment of FRCs to identify community
13 organizing needs;

14 1.7.3 Convene monthly Volunteer Coordinator and CEAC Liaison
15 trainings/meetings;

16 1.7.4 Provide ongoing one-on-one or group technical assistance
17 as requested by FaCT or FRC staff, particularly in the areas of recruitment,
18 governance, advisory roles, community leadership, cultural diversity, and
19 outreach to the business community for participation in CEAC, volunteer
20 opportunities and/or corporate donations;

21 1.7.5 Conduct three (3) quarterly training and one (1) annual
22 meeting for CEAC volunteers to build skills in community organization,
23 governance, and community initiatives; and;

24 1.7.6 Responsible for data collection of Community Based Child
25 Abuse Prevention (CBCAP) funded activities by preparing for ADMINISTRATOR
26 quarterly program reports.

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1 1.8 Fund and Resource Development (TOGI):

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

4 1.8.1 Develop leveraged funding strategies targeting support of
5 the FRC platform;

6 1.8.2 Write or coordinate development of funding proposals as
7 determined by ADMINISTRATOR.

8 1.9 Evaluation and Data Management (CVOC):

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

12 1.9.1 Collect and contribute data for annual Fact Annual
13 Outcomes Report, quarterly and annual aggregate reports;

14 1.9.2 Coordinate and facilitate quarterly FaCT database
15 trainings and/or meetings for FaCT FRC staff;

16 1.9.3 Coordinate and lead monthly data and evaluation meetings
17 for FaCT staff.

18 1.9.4 Participate in the ongoing development, implementation
19 and refinement of evaluation processes for FaCT and FaCT FRCs that at a
20 minimum addresses the outcomes required for funding administered through FaCT.
21 Evaluation activities shall include, but are not limited to, database
22 maintenance and modification; evaluation design; development and
23 implementation of processes for data collection, input and analysis;
24 compilation of reports and processes for broad community inclusion;

25 1.9.5 Serve as System Administrator for FaCT database;

26 1.9.6 Provide onsite and remote technical assistance to FaCT
27 FRC staff with data entry responsibilities.

28 1.9.7 Inform and support ADMINISTRATOR on FaCT FRC data issues.

1 1.9.8 Work closely with FRC Coordinators and other Contractor
2 Partner Agencies in maximizing the FaCT database and supporting the reporting
3 needs of the FRC;

4 1.9.9 Maintain FRC data in disaggregate and aggregate form and
5 provide reports, as requested, for use by ADMINISTRATOR; and

6 1.9.10 Serve as a liaison to the database software vendor
7 regarding database utility enhancements and other technical matters.

8 1.10 Administrative Duties (CVOC):

9 To assist ADMINISTRATOR in FaCT Program activities, CONTRACTOR's
10 responsibilities includes but are not limited to:

11 1.10.1 Provide logistical, clerical and communication support
12 for strategic planning and all meetings/trainings, FaCT Annual Conference and
13 any other events;

14 1.10.2 Staff FaCT phone lines, log and respond to inquiries;

15 1.10.3 Update and maintain the FaCT contact mailing list
16 database;

17 1.10.4 Assist with the specified training materials including
18 presentations, assembling training binders, etc.;

19 1.10.5 Coordinate the Master Calendar for FaCT to track all FaCT
20 related meetings, trainings and events; and

21 1.10.6 Provide support for other duties as needed.

22 2. FACILITIES

23 Administrative services under this Agreement shall be provided at:

24 County of Orange Social Services Agency

25 15405 Lansdowne Road

26 Tustin, CA 92782

27 and/or

28 Charitable Ventures of Orange County

1 1505 E. 17th Street, Suite 101

2 Santa Ana, CA 92705

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

5 3. COLLOCATION OF CONTRACTOR STAFF

6 It is mutually understood that up to (4) persons funded through this
7 Agreement (e.g., CONTRACTOR'S employees and/or subcontracted staff) shall be
8 collocated at SSA's facility as stated in Paragraph 8 of the Agreement to
9 coordinate FaCT related activities, maximize resources, and avoid duplication
10 of services to FaCT community.

11 In regards to the collocation, CONTRACTOR agrees to:

12 3.1 Provide Department of Justice (DOJ) fingerprinting and criminal
13 background checks for all CONTRACTOR collocated staff prior to locating at
14 ADMINISTRATOR facility.

15 3.2 Maintain detailed personnel files on all CONTRACTOR collocated
16 staff in accordance with Paragraph 27 of this Agreement.

17 3.3 Provide direct supervision of all CONTRACTOR collocated staff.

18 3.4 Designate a CONTRACTOR contact to address ADMINISTRATOR inquiries
19 and/or concerns regarding collocated CONTRACTOR staff.

20 4. MEETINGS

21 4.1 CONTRACTOR shall meet with ADMINISTRATOR at minimum of one (1)
22 time per month to coordinate services provided to the FaCT community in order
23 to maximize resources and avoid duplication of services. ADMINISTRATOR may,
24 at his or her sole discretion, modify the number of minimum meetings.

25 4.2 Assign CONTRACTOR staff to participate in other ADMINISTRATOR
26 meetings as required by ADMINISTRATOR.

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1 5. SERVICE DELIVERY DATA

2 5.1 In addition to reporting requirements referenced in Paragraph 39
3 of this Agreement, CONTRACTOR shall establish and abide by procedures,
4 approved by ADMINISTRATOR, to document service activities performed by
5 CONTRACTOR's staff for services described in Subparagraphs 1.3 through 1.10 of
6 this Exhibit.

7 5.2 CONTRACTOR shall provide quarterly service delivery data to
8 ADMINISTRATOR, in a format approved in writing by ADMINISTRATOR. Service
9 delivery data reports shall include, but not be limited to, the following:

10 5.2.1 Description of service delivery activity performed by
11 CONTRACTOR.

12 5.2.2 Number of service delivery activities performed by
13 CONTRACTOR.

14 6. BUDGET

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

<u>LINE ITEM</u>	<u>FTE</u> ⁽¹⁾	<u>Hourly Maximum Rate</u> ⁽²⁾	<u>Budget</u>
<u>Salaries</u>			
<u>Administrative Staff</u> ⁽⁴⁾			
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	0.25	24.04	\$12,501
Data Specialist	1.00	17.79	37,000
Senior Data Specialist	1.00	25.00	<u>52,000</u>
Subtotal FTE Positions			\$135,927

1	Benefits ⁽³⁾ (22%)	\$29,904
2	Subtotal FTE Positions Plus Benefits	\$165,831

3 The following activities shall be invoiced at a rate not
 4 to exceed \$105.00 per hour and is inclusive of all labor,
 5 mileage, travel time, and overhead costs related to
 6 provided services specified in this Agreement.

7 **Planning and Development Activities**

8	Strategic Planning (180 hrs.)	\$18,900
9	Collective Impact Development (520 hrs.)	54,600
10	Marketing, Branding and Fund Development (100 hrs.)	<u>10,500</u>
	Subtotal Planning and Development	\$84,000

11 **Other Activities**

12	Training (340 hrs.)	\$35,700
13	Community Leadership Development ⁽⁶⁾ (203 hrs.)	21,315
14	Evaluation and Data Management ⁽⁶⁾ (190 hrs.)	<u>19,950</u>
	Subtotal Other Activities	\$76,965

15 **Program Expense**

16	Vista Share Annual Usage Fee	\$20,000
17	Management of FaCT Website	10,000
18	FaCT Conference	12,000
19	FaCT Conference Income Offset	(6,000)
20	Staff Development	3,500
21	Meeting Support	3,420
22	Training Support (i.e. facility, materials, refreshments)	4,000
23	Marketing and Printing	9,000
24	Translation of Materials	4,000
25	Mileage ⁽⁵⁾ FTE Staff	2,000
26	Presenters and Speakers	<u>8,000</u>
	Program Expense Subtotal	\$69,920

27 **Other Costs**

28	Audit	\$750
	Insurance	1,000
	Indirect	<u>1,250</u>

Other Costs Subtotal \$3,000

Community Based Child Abuse Prevention (CBCAP)
Expenses

Marketing and Administrative Coordinator	0.75	24.04	\$37,503
Benefits ⁽³⁾ (22%)			<u>\$8,251</u>

Subtotal FTE Positions \$45,754

Marketing, Branding, and Fund Development	300 hrs.	105.00	31,500
Community Leadership Development	196 hrs.	105.00	20,580
CEAC Program Expense (e.g. child care, transportation, etc.)			<u>2,450</u>

CBCAP Subtotal \$100,284

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⁾ Employee Benefits may include contributions to 401k; health insurance; dental insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and vacation accrual limited to the amount of vacation time earned during the fiscal year in which such expense is claimed. The overall benefit rate shall not exceed twenty-two percent (22%) of the actual salary expense claimed.

⁽⁴⁾ Administrative costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive

1 director oversight, technology services, accounting, payroll, etc.) shall be
2 held to no more than fifteen percent (15%) of total gross program costs.

3 ⁽⁵⁾ Mileage is limited to the amount allowed by Internal Revenue Service.

4 ⁽⁶⁾ Subcontractors will be strategically selected based on FaCT Program
5 needs; assessment of the community's priorities which may include program
6 planning and development, resource development, strategic planning, county-
7 wide community partnerships, and collaborative grant research and writing.

8 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
9 notice, to add, delete or modify line items and/or amounts and/or the number
10 and type of FTE positions without changing COUNTY's maximum obligation as
11 stated in Subparagraph 21.1 of this Agreement or reducing the level of service
12 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 44.3
13 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
14 as stated in Subparagraph 21.1, CONTRACTOR and ADMINISTRATOR may mutually
15 agree in writing to proportionately reduce the service goals as set forth in
16 this Exhibit.

17 7. STAFF

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

21 7.1 Marketing and Administrative Coordinator (CVOC):

22 7.1.1 Duties: Responsible for developing and/or coordinating
23 FaCT marketing and educational materials, including FaCT Annual Conference
24 collateral, quarterly e-FaCT newsletters, monthly e-blasts, and FaCT Annual
25 Outcomes Report; update and maintain the FaCT website; manage and provide
26 technical assistance to FaCT FRCs regarding marketing; coordinate and support
27 FaCT committees and other community and FRC meetings; provide logistical,
28 clerical and communication support for strategic planning, all

1 meetings/trainings, FaCT Annual Conference and other events; staff FaCT
2 telephone line and log inquiries; and other duties as needed.

3 7.1.2 Qualifications: Bachelor's degree in communication,
4 business administration, social science or related field; three (3) years of
5 work experience, preferably in marketing and public relations; one (1) year of
6 supervisory experience; some experience developing marketing materials;
7 excellent verbal and written communication skills; and excellent
8 organizational skills.

9 7.2 Data Specialist (CVOC):

10 7.2.1 Duties: Responsible for training and support of client
11 data information into web based data system; ensure effective interfacing of
12 data systems; monitor accuracy of data and reports; provide training and
13 technical assistance to FRC staff in regards to FaCT's database system, data
14 collection and outcomes; work closely with ADMINISTRATOR to ensure data
15 integrity; provide reports as needed; collaborate with other data evaluation
16 staff to ensure maximum utilization of database and reports.

17 7.2.2 Qualifications: Bachelor's degree in computer science,
18 social science, business administration, or related field; a minimum of two
19 (2) years of work experience with outcomes, evaluation, and/or data
20 management; proficient in Microsoft Office programs, including PowerPoint and
21 Excel; experience with site support and training. Two (2) years of experience
22 working in data and evaluation may substitute for the required Bachelor's
23 degree.

24 7.3 Senior Data Specialist (CVOC):

25 7.3.1 Duties: Responsible for training and support of client
26 data information into web based data system; ensure effective interfacing of
27 data systems; monitor accuracy of data and reports; provide training and
28 technical assistance to FRC staff in regards to FaCT's database system, data

1 collection and outcomes; work closely with ADMINISTRATOR to ensure data
2 integrity; provide reports as needed; collaborate with other data evaluation
3 staff to ensure maximum utilization of database and reports. Identify data
4 management training needs and developing training modules, supervise Data
5 Specialist.

6 7.3.2 Qualifications: Bachelor's degree in computer science,
7 social science, business administration, or related field; a minimum of two
8 (2) years of work experience with outcomes, evaluation, and/or data
9 management; proficient in Microsoft Office programs, including PowerPoint and
10 Excel; experience with site support and training. Three (3) years of
11 experience working in data and evaluation may substitute for the required
12 Bachelor's degree.

13 7.4 Controller (CVOC):

14 7.4.1 Duties: Support all financial components of the FaCT
15 program, including establishing policies, procedures, controls and reporting
16 systems to ensure smooth financial operations; ensure that all income and
17 expenses are recorded in compliance with COUNTY guidelines and financial
18 reports are submitted to the ADMINISTRATOR; process all payroll and
19 subcontract payments; and oversee annual audit.

20 7.4.2 Qualifications: Bachelor's degree in accounting,
21 finance, business administration, or related field; three (3) years of work
22 experience in accounting and finance; one (1) year of supervisory experience;
23 excellent verbal and written communication skills; excellent organizational
24 skills.

25 7.5 Operations Manager (CVOC):

26 7.5.1 Duties: Support the management of the FaCT contract,
27 including ensuring appropriate insurance coverage, contract negotiation with
28 vendors and subcontractors; serve as Human Resources support (i.e. onboarding

1 new staff), staff training, Employment Development Department reporting, and
2 support of service delivery report creation; and attend all FaCT planning
3 meetings to support contract obligations across the Contracted Partner
4 Agencies.

5 7.5.2 Qualifications: Bachelor's degree in social science,
6 business administration, finance, or related field; three (3) years of work
7 experience, preferably in operations and administration; some experience in
8 accounting and payroll; excellent verbal and written communication skills;
9 excellent organizational skills.

10 7.6 Program Director (CVOC):

11 7.6.1 Duties: Support development of FaCT partner relations,
12 including potential donors to FaCT Program; serve as Human Resources point of
13 contact for all FaCT Program staff; manage all CVOC communication related to
14 the FaCT Program.

15 7.6.2 Qualifications: Bachelor's degree in business
16 administration, nonprofit management, marketing, or related field; five (5)
17 years of work experience, preferably in nonprofit administration; one (1) year
18 of supervisory experience; experience with fund development and
19 communications; excellent verbal and written communication skills; excellent
20 organizational skills.

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