

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

PROFESSIONAL TUTORS OF AMERICA, INC.

FOR THE PROVISION OF INDIVIDUAL ACADEMIC TUTORING SERVICES

This AGREEMENT, entered into this 1st day of July 2019, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and PROFESSIONAL TUTORS OF AMERICA, INC., a California corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of individual academic tutoring services to children and non-minor dependents of the Orange County Juvenile Court, ~~hereinafter referred to as "CLIENTS", referred by COUNTY;~~ and

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Section 16501;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

///

///

///

///

TABLE OF CONTENTS

1.	TERM	5
2.	ALTERATION OF TERMS	5
3.	STATUS OF CONTRACTOR	5
4.	DESCRIPTION OF SERVICES	6
5.	LICENSES AND STANDARDS	6
6.	DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP	7
7.	SUBCONTRACTS	8
8.	FORM OF BUSINESS ORGANIZATION/NAME CHANGE	9
9.	NON-DISCRIMINATION	10
10.	NOTICES	14
11.	NOTICE OF DELAYS	14
12.	INDEMNIFICATION	14
13.	INSURANCE	15
14.	NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS	19
15.	CONFLICT OF INTEREST	20
16.	ANTI-PROSELYTISM PROVISION	21
17.	SUPLANTING GOVERNMENT FUNDS	21
18.	BREACH SANCTIONS	21
19.	PAYMENTS	22
20.	OVERPAYMENTS	25
21.	OUTSTANDING DEBT	25
22.	FINAL REPORT	25
23.	RECORDS, INSPECTIONS, AND AUDITS	26
24.	PERSONNEL DISCLOSURE	28
25.	EMPLOYMENT ELIGIBILITY VERIFICATION	30
26.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	31
27.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	32
28.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	32
29.	CONFIDENTIALITY	32
30.	SECURITY	33
31.	COPYRIGHT ACCESS	35
32.	WAIVER	36
33.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA	36
34.	REPORTS	37
35.	ENERGY EFFICIENCY STANDARDS	37
36.	ENVIRONMENTAL PROTECTION STANDARDS	37
37.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	38
38.	POLITICAL ACTIVITY	39
39.	TERMINATION PROVISIONS	39
40.	GOVERNING LAW AND VENUE	41
41.	SIGNATURE IN COUNTERPARTS	41

EXHIBIT A

1.	POPULATION TO BE SERVED	1
2.	FIVE PROTECTIVE FACTORS	1
3.	DEFINITIONS.....	2
4.	HOURS OF OPERATION	3
5.	GENERAL CONTRACTOR REQUIREMENTS.....	4
6.	SERVICES.....	5
7.	PRE-ASSESSMENT AND POST-ASSESSMENT TESTS	8
8.	OUTCOME MEASURE OBJECTIVES	8
9.	QUALITY ASSURANCE.....	11
10.	CLAIMS AND REPORTING REQUIREMENTS	11
11.	MINIMUM STAFFING REQUIREMENTS	15
1.	TERM	4
2.	ALTERATION OF TERMS	4
3.	STATUS OF CONTRACTOR	4
4.	DESCRIPTION OF SERVICES	4
5.	LICENSES AND STANDARDS	5
6.	DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP	6
7.	SUBCONTRACTS	7
8.	FORM OF BUSINESS ORGANIZATION/NAME CHANGE	8
9.	NON DISCRIMINATION	9
10.	NOTICES.....	12
11.	NOTICE OF DELAYS	12
12.	INDEMNIFICATION	13
13.	INSURANCE.....	13
14.	NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS	17
15.	CONFLICT OF INTEREST	18
16.	ANTI PROSELYTISM PROVISION	19
17.	SUPLANTING GOVERNMENT FUNDS	19
18.	BREACH SANCTIONS	19
19.	PAYMENTS	20
20.	OVERPAYMENTS	22
21.	OUTSTANDING DEBT	22
22.	FINAL REPORT	22
23.	RECORDS, INSPECTIONS, AND AUDITS	22
24.	PERSONNEL DISCLOSURE.....	24
25.	EMPLOYMENT ELIGIBILITY VERIFICATION	27
26.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	27
27.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....	28
28.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	28
29.	CONFIDENTIALITY	28
30.	SECURITY.....	29
31.	COPYRIGHT ACCESS	31
32.	WAIVER	32
33.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA	32
34.	REPORTS	33
35.	ENERGY EFFICIENCY STANDARDS	33
36.	ENVIRONMENTAL PROTECTION STANDARDS	33

1 37. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS 34

2 38. POLITICAL ACTIVITY 35

3 39. TERMINATION PROVISIONS 35

4 40. GOVERNING LAW AND VENUE 36

5 41. SIGNATURE IN COUNTERPARTS 37

EXHIBIT A

6

7

8 1. POPULATION TO BE SERVED 1

9 2. DEFINITIONS 1

10 3. HOURS OF OPERATION 3

11 4. GENERAL CONTRACTOR REQUIREMENTS 3

12 5. SERVICES 4

13 6. PRE ASSESSMENT AND POST ASSESSMENT TESTS 6

14 7. OUTCOME MEASURE OBJECTIVES 6

15 8. QUALITY ASSURANCE 7

16 9. CLAIMS AND REPORTING REQUIREMENTS 8

17 10. MINIMUM STAFFING REQUIREMENTS 11

18

19

20

21

22

23

24

25

26

27

28

1. TERM

The term of this Agreement shall commence on July 1, 2019, and terminate on June 30, 2020, unless earlier terminated pursuant to the provisions of Paragraph ~~38~~39 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 18.1 of this Agreement does not increase as a result.~~

2. ALTERATION OF TERMS

2.1 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, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

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.

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

1 employees.

2 4. DESCRIPTION OF SERVICES ~~AND STAFFING~~

3 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
4 supplies, as described in the Exhibit "A" to the Agreement between County of Orange and
5 Professional Tutors of America, Inc., for the Provision of Individual Academic Tutoring Services,
6 attached hereto and incorporated herein by reference. -CONTRACTOR shall operate continuously
7 throughout the term of this Agreement with the number and type of staff, as described in the
8 Exhibit "A" and as required for provision of services hereunder.

9 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
10 changes in staffing allocations to reflect current workload demands or service needs as long as
11 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

12 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
13 staff to attend an orientation session and subsequent training sessions given by COUNTY.

14 5. LICENSES AND STANDARDS

15 5.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 24 of
16 this Agreement, who are subject to individual registration and/or licensing requirements, have all
17 necessary licenses and permits required by the laws of the United States, State of California
18 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
19 agencies to perform the services described in this Agreement, and agrees to maintain, and require
20 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
21 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
22 such laws and licensure requirements, including, without limitation, compliance with laws
23 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
24 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
25 becoming expired, inactive, etc.).

26 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
27 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
28

1 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
 2 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title
 3 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of
 4 California, County of Orange, and County of Orange Social Services Agency, and all
 5 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist
 6 or be hereafter amended.

7 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
 8 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
 9 federal financial assistance programs and/or activities.

10 5.3 CONTRACTOR shall cooperate with the California Department of Social Services
 11 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect
 12 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY
 13 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

14 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTSCHANGE OF OWNERSHIP

15 6.1 Delegation and Assignment

16 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
 17 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
 18 written consent of COUNTY. Any attempted delegation or assignment without prior written
 19 consent shall be void. The 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 the management
 21 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
 22 benefits under the terms of this Agreement requiring COUNTY approval.

23 ~~6.1.2 CONTRACTOR shall neither delegate its duties or obligations nor assign~~
 24 ~~its rights with respect~~COUNTY reserves the right to ~~this Agreement, either in whole or in part.~~
 25 ~~Any such attempted delegation or assignment shall be void. The transfer of assets in excess of ten~~
 26 ~~percent (10%) of the total assets of CONTRACTOR, or any change in~~immediately terminate the
 27 ~~corporate structure, Agreement in the governing body, or~~event COUNTY determines that the

~~management of CONTRACTOR, which occurs as assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Agreement.~~

6.2 Change of Ownership

~~CONTRACTOR agrees that if there is a result of such transfer, shall be deemed change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of benefits the Agreement, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Agreement and shall be void complete them to the satisfaction of COUNTY.~~

~~6.2~~ Subcontracts

7. SUBCONTRACTS

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

~~6.2.1~~ 7.1.1 Subcontracts of \$50,000 or less

7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

~~6.2.2~~ 7.1.2 Subcontracts in excess of \$50,000

7.1.2.1 CONTRACTOR shall develop and submit for approval to

ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement.

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

~~7.8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY~~

~~DISCLOSURE/NAME CHANGE~~

~~7.18.1 Form of Business Organization~~

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

~~7.18.1.1~~ The form of CONTRACTOR's business organization, i.e.,

1 proprietorship, partnership, corporation, etc.

2 ~~7.1.28.1.2~~ 7.1.28.1.2 A detailed statement indicating the relationship of CONTRACTOR,
3 by way of ownership or otherwise, to any parent organization or individual.

4 ~~7.1.38.1.3~~ 7.1.38.1.3 A detailed statement indicating the relationship of CONTRACTOR
5 to any subsidiary business organization or to any individual who may be providing services,
6 supplies, material, or equipment to CONTRACTOR or in any manner does business with
7 CONTRACTOR under this Agreement.

8 ~~7.28.2~~ 7.28.2 Change in Form of Business Organization

9 If, during the term of this Agreement, the form of CONTRACTOR's business
10 organization changes, or the ownership of CONTRACTOR changes, or ~~CONTRACTOR's~~
11 ~~relationship to~~when changes occur between CONTRACTOR and other businesses ~~dealing with~~
12 ~~CONTRACTOR under that could impact services provided through~~ this Agreement ~~changes,~~
13 CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A
14 change in the form of business organization may, at COUNTY's sole discretion, be treated as an
15 attempted assignment of rights or delegation of duties of this Agreement.

16 8.3 Name Change

17 CONTRACTOR must notify COUNTY, in writing, of any change in
18 CONTRACTOR's status with respect to name changes that do not require an assignment of the
19 Agreement. While CONTRACTOR is required to provide name change information without
20 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its
21 status upon request by COUNTY.

22 8.9. NON-DISCRIMINATION

23 8.19.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
24 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
25 services or benefits, assignment of accommodations, treatment, evaluation, employment of
26 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
27 ancestry, physical disability, mental disability, medical condition, genetic information, marital
28

1 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
 2 status, or any other protected group, in accordance with the requirements of all applicable federal
 3 or State laws.

4 8-29.2 CONTRACTOR shall furnish any and all information requested by
 5 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
 6 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
 7 9 et seq.

8 8-39.3 Non-Discrimination in Employment

9 8-3-19.3.1 CONTRACTOR shall comply with Executive Order 11246,
 10 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as
 11 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

12 8-3-29.3.2 All solicitations or advertisements for employees placed by or on
 13 behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for
 14 employment without regard to race, religious creed, color, national origin, ancestry, physical
 15 disability, mental disability, medical condition, genetic information, marital status, sex, gender,
 16 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other
 17 protected group, in accordance with the requirements of all applicable federal or State laws.
 18 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous
 19 place for employees and job applicants.

20 8-3-39.3.3 CONTRACTOR shall refer any and all employees desirous of filing
 21 a formal discrimination complaint to:

22 _____ California Department of ~~Social Services~~ Fair Employment

23 Public Inquiry and Response Bureau

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

25 ~~Sacramento~~ _____ 2218 Kausen Drive, Suite 100

26 _____ Elk Grove, CA 9581495758

27 Telephone: (800) 952-5253884-1684

1 _____(800) ~~952-8349 (For the hard of hearing)~~700-2320

2 (TTY)

3 ~~8.4.19.4~~ 8.4.19.4 Non-Discrimination in Service Delivery

4 8.4.19.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil
 5 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the
 6 Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
 7 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
 8 amended; California Civil Code Section 51 et seq., as amended; California Government Code
 9 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
 10 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
 11 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
 12 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
 13 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
 14 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
 15 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
 16 amended. CONTRACTOR shall not implement any administrative methods or procedures which
 17 would have a discriminatory effect or which would violate the ~~California Department of Social~~
 18 ~~Services (CDSS)~~CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100.
 19 If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions
 20 or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5,
 21 or any other laws, or the issue may be referred to the appropriate federal agency for further
 22 compliance action and enforcement of Subparagraph 9.4 et seq.

23 8.4.29.4.2 CONTRACTOR shall provide any and all clients desirous of filing
 24 a formal complaint any and all information as appropriate:

25 8.4.2.19.4.2.1 Pamphlet: "Your Rights Under California Welfare
 26 Programs" (PUB 13)

27 8.4.2.29.4.2.2 Discrimination Complaint Form

~~8.4.2.3~~ 9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (*Pub 470 - Your rights Under Adult Protective Services*)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (*Pub 13 – Your Rights Under California Welfare Programs*)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (*SSA Contractor and Vendor Compliance page*)

1 9.10. NOTICES

2 9.110.1 All notices, requests, claims, correspondence, reports, statements
3 authorized or required by this Agreement, and/or other communications shall be addressed as
4 follows:

5 COUNTY: County of Orange Social Services Agency
6 Contracts and Procurement Services
7 500 N. State College Blvd, Suite #100
8 Orange, CA 92868

9
10 CONTRACTOR: Professional Tutors of America, Inc.
11 ~~Robert Gordon, Chief Executive Officer~~
12 3350 East Birch Street, Suite ~~108~~ 201
13 ~~_____~~ Brea, CA 92821

14 9.210.2 All notices shall be deemed effective when in writing and deposited in the
15 United States mail, first class, postage prepaid and addressed as above. Any communications,
16 including notices, requests, claims, correspondence, reports, and/or statements authorized or
17 required by this Agreement addressed in any other fashion shall be deemed not given. The parties
18 each may designate by written notice from time to time, in the manner aforesaid, any change in
19 the address to which notices must be sent.

20 10.11. NOTICE OF DELAYS

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

25 11.12. INDEMNIFICATION

26 11.112.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
27 writing by COUNTY, and hold U.S. Department of Health and Human Services, the State,
28

COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

~~12.13.~~ INSURANCE

~~12.13.1~~ Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

~~12.213.2~~ CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any

1 reasonable time.

2 ~~12.3.1~~13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate
3 of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
4 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
5 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
6 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
7 provision(s) in the Agreement, agrees to all of the following:

8 ~~12.3.1~~13.3.1 In addition to the duty to indemnify and hold COUNTY harmless
9 against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
10 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
11 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
12 same; and

13 ~~12.3.2~~13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute
14 and irrespective of any duty to indemnify or hold harmless; and

15 ~~12.3.3~~13.3.3 The provisions of California Civil Code Section 2860 shall apply to
16 any and all actions to which the duty to defend stated above applies, and
17 ~~CONTRACTOR'S~~CONTRACTOR'S SIR provisions shall be interpreted as though
18 CONTRACTOR was an insurer and COUNTY was the insured.

19 ~~12.4~~13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
20 the full term of this Agreement, COUNTY may terminate this Agreement.

21 ~~12.5~~13.5 Qualified Insurer

22 ~~12.5.1~~13.5.1 The policy or policies of insurance ~~required herein~~ must be issued
23 by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size
24 Category as determined by the most current edition of the Best's Key Rating Guide/Property-
25 Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be
26 licensed to do business in the state of California (California Admitted Carrier).

27 ~~12.6~~13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
28

1 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
 2 the company's performance and financial ratings.

3 ~~12.7~~13.7 The policy or policies of insurance maintained by CONTRACTOR shall
 4 provide the minimum limits and coverage as set forth below:

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

5
6
7
8
9
10
11
12
13
14
15 ~~12.8~~13.8 Required Coverage Forms

16 ~~12.8.1~~13.8.1 Commercial General Liability coverage shall be written on
 17 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage
 18 at least as broad.

19 ~~12.8.2~~13.8.2 Business Auto Liability coverage shall be written on ISO form CA
 20 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

21 ~~12.9~~13.9 Required Endorsements

22 ~~12.9.1~~13.9.1 Commercial General Liability policy shall contain the following
 23 endorsements, which shall accompany the Certificate of Insurance:

24 ~~12.9.1.1~~13.9.1.1 An Additional Insured endorsement using ISO form
 25 CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed
 26 officials, officers, agents and employees, as Additional Insureds or provide blanket coverage,
 27 which will state AS REQUIRED BY WRITTEN CONTRACT.
 28

1 ~~12.9.1~~13.9.1.2 A primary non-contributing endorsement using ISO
2 form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is
3 primary and any insurance or self-insurance maintained by the County of Orange shall be excess
4 and non-contributing.

5 ~~12.9~~13.9.2 The Network Security and Privacy Liability policy shall contain the
6 following endorsements which shall accompany the Certificate of Insurance.

7 ~~12.9.2~~13.9.2.1 An Additional Insured endorsement naming the
8 County of Orange, its elected and appointed officials, officers, agents and employees as Additional
9 Insureds for its vicarious liability.

10 ~~12.9.2~~13.9.2.2 A primary and non-contributing endorsement
11 evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance
12 maintained by the County of Orange shall be excess and non-contributing.

13 ~~12.10~~13.10 The Workers' Compensation policy shall contain a waiver of subrogation
14 endorsement waiving all rights of subrogation against the County of Orange, its elected and
15 appointed officials, officers, agents and employees or provide blanket coverage, which will state
16 AS REQUIRED BY WRITTEN CONTRACT.

17 ~~12.11~~13.11 All insurance policies required by this Agreement shall waive all rights of
18 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
19 employees when acting within the scope of their appointment or employment.

20 ~~12.12~~13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
21 of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of
22 the cancellation notice to COUNTY. Failure to provide written notice of cancellation may
23 constitute a material breach of the contract, upon which the COUNTY may suspend or terminate
24 this Agreement.

25 ~~12.13~~13.13 If CONTRACTOR's Network Security & Privacy Liability policy ~~is~~are a
26 "claims made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy
27 Liability coverage for two (2) years following completion of this Agreement.

1 ~~12.14~~13.14 The Commercial General Liability policy shall contain a severability of
 2 interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001
 3 policy).

4 ~~12.15~~13.15 Insurance certificates should be mailed to COUNTY at the address
 5 indicated in Paragraph 10 of this Agreement.

6 ~~12.16~~13.16 If CONTRACTOR fails to provide the insurance certificates and
 7 endorsements within seven (7) days of notification by CEO/County Procurement Office or
 8 ADMINISTRATOR, award may be made to the next qualified proponent.

9 ~~12.17~~13.17 COUNTY expressly retains the right to require CONTRACTOR to increase
 10 or decrease insurance of any of the above insurance types throughout the term of this Agreement.
 11 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
 12 appropriate to adequately protect COUNTY.

13 ~~12.18~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
 14 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of
 15 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of
 16 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,
 17 and COUNTY shall be entitled to all legal remedies.

18 ~~12.19~~13.19 The procuring of such required policy or policies of insurance shall not be
 19 construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification
 20 provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage
 21 and limits available from the insurer.

22 ~~13~~14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

23 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of
 24 occurrence, the following:

25 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
 26 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance
 27 under this Agreement. While CONTRACTOR is required to provide this information without
 28

1 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
 2 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

3 ~~13.1~~14.2 Any accident or incident relating to services performed under this
 4 Agreement that involves injury or property damage which may result in the filing of a claim or
 5 lawsuit against CONTRACTOR and/or COUNTY.

6 ~~13.2~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from
 7 or relating to services performed by CONTRACTOR under this Agreement.

8 ~~13.3~~14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY
 9 property.

10 ~~13.4~~14.5 Any loss, disappearance, destruction, misuse or theft of any kind
 11 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the
 12 term of this Agreement.

13 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
 14 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
 15 of service location or jurisdiction.

16 14.15. CONFLICT OF INTEREST

17 15.1 ~~The~~ CONTRACTOR shall exercise reasonable care and diligence to prevent any
 18 actions or conditions that could result in a conflict with ~~the best~~COUNTY interests ~~of COUNTY.~~
 19 ~~This.~~ In addition to the CONTRACTOR, this obligation shall apply to ~~CONTRACTOR,~~
 20 CONTRACTOR's employees, agents, and subcontractors associated with ~~accomplishing work~~the
 21 provision of goods and services ~~hereunder provided under this Agreement.~~ The CONTRACTOR's
 22 efforts shall include, but not be limited to, establishing ~~precautions to prevent~~rules and procedures
 23 preventing its employees, agents, and subcontractors from providing or offering gifts,
 24 entertainment, payments, loans, or other considerations which could be deemed to influence or
 25 appear to influence COUNTY staff or elected officers ~~from acting in the best interests~~performance
 26 of ~~COUNTY~~their duties.

27 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
 28

interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

~~15.16.~~ ANTI-PROSELYTISM PROVISION

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

~~16.17.~~ SUPPLANTING GOVERNMENT FUNDS

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

~~17.18.~~ BREACH SANCTIONS

~~17.1.18.1~~ Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

~~17.1.18.1.1~~ Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

~~17.1.218.1.2~~ Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later

1 recovery; and/or

2 ~~17.1.3~~18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid
3 by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

4 ~~17.2~~18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
5 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

6 ~~18.19.~~ PAYMENTS

7 ~~18.1~~19.1 Maximum Contractual Obligation: ~~The maximum obligation of COUNTY~~
8 ~~under this Agreement shall be \$120,000, or actual allowable costs, whichever is less.~~

9 The maximum obligation of COUNTY under this Agreement shall be \$85,000, or actual allowable
10 costs, whichever is less.

11 ~~18.2~~19.2 Allowable Costs and Usage

12 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
13 in arrears, \$58.00 per hour for each referral for actual time providing tutoring and/or assessment
14 services, subject to any exclusions or limitations specified in Exhibit A. Time shall be charged to
15 the nearest quarter hour. Hourly rate includes all administrative costs (overhead/indirect, hiring
16 costs, standard agency training, staff supervision, record keeping, etc.) in addition to the required
17 service delivery, documentation, reporting, report requirements, etc.

18 ~~18.2.1~~ ~~or non-court ordered. Non-court ordered services shall be paid with~~
19 ~~anticipated funding available under this Agreement. Court ordered services shall be paid with~~
20 ~~funds other than the funding established for this Agreement.~~

21 ~~18.2.2~~ COUNTY, in its sole discretion, may require CONTRACTOR to submit an
22 ~~invoice by June 19, 2019, for services completed through June 15, 2019.~~ No guarantee is given
23 by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to
24 supply the services at the unit price listed above, regardless of the number of referrals from
25 COUNTY.

26 ~~18.2.3~~ CONTRACTOR shall charge \$58.00 per hour regardless of service location
27 (CLIENT's home, school, library, in Orange County, in a contiguous county, etc.) or whether
28

tutoring services are court ~~The following charges shall not be reimbursed:~~

~~18.2.3.1~~ Tutoring services provided prior to receipt of a written referral from the Children and Family Services (CFS) Tutoring Services Coordinator, the ADMINISTRATOR's employee who oversees the services in this contract;

~~18.2.3.2~~ Tutoring services provided after the authorized service period expiration date without an approved written extension of services from the CFS Tutoring Services Coordinator;

~~18.2.3.3~~ Cancellation of tutoring session by either the tutor, CLIENT or CLIENT's parent/caregiver, regardless of reason;

~~18.2.3.4~~ No Shows; and

~~18.2.3.5~~ Mileage, travel time, or parking costs.

19.2.1 ordered or non-court ordered.

~~18.3~~ 19.3 Claims

~~18.3.1~~ 19.3.1 CONTRACTOR shall submit monthly ~~reimbursement~~ claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month. ~~CONTRACTOR shall submit separate claims for court-ordered and non-court ordered services monthly.~~ In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

~~18.3.2~~ 19.3.2 All claims must be submitted ~~monthly, by CONTRACTOR,~~ on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's

1 Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with
2 Paragraph 23 of this Agreement.

3 ~~18.3.3 Claims shall include original signatures. Claims are not accepted~~
4 ~~electronically or by facsimile.~~

5 ~~18.3.4 All claims for payment must include all supporting documents, including~~
6 ~~one (1) copy of the Monthly Progress/Sign In Sheet signed and dated by CLIENT's~~
7 ~~parent/caregiver if CLIENT is under the age of eighteen (18) years. If the CLIENT is a non-minor~~
8 ~~dependent (over the age of eighteen (18) years), then Monthly Progress Report/Sign In Sheet must~~
9 ~~be signed and dated by the non-minor dependent. Additionally, claims for payment must include~~
10 ~~one (1) copy of any approved extension requests and No Show letters, if applicable.~~

11 ~~18.3.5~~ 19.3.3 Payments should be released by COUNTY within a reasonable time
12 period of approximately thirty (30) days after receipt of a correctly completed claim form and
13 required supporting documentation.

14 ~~18.3.6~~ 19.3.4 Year-End and Final Claims

15 ~~18.3.6.1~~ 19.3.4.1 ~~During each COUNTY fiscal year, July 1 through~~
16 ~~June 30, covered under the term of this Agreement,~~ COUNTY may establish two (2) billing periods
17 (June 1st through June 15th and June 16th through June 30th) for the month of June to accommodate
18 COUNTY's fiscal year-end close process, which shall require CONTRACTOR submit separate
19 invoice claims for each billing period. In the event COUNTY determines a need for the two (2)
20 billing periods ~~during any or all COUNTY fiscal years,~~ COUNTY will provide written notification
21 to CONTRACTOR by the 15th of May ~~of each corresponding fiscal year,~~ which will inform
22 CONTRACTOR of applicable invoice claim deadlines.

23 ~~18.3.6.2~~ 19.3.4.2 CONTRACTOR shall submit a final claim ~~for each~~
24 ~~COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement as stated~~
25 ~~in Paragraph 18.3.6.1,~~ by no later than August ~~30th 2019~~ 30, 2020. Claims received after August
26 30th may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may
27 modify the date upon which the final claim must be received, upon written notice to
28

1 CONTRACTOR.

2 ~~18.3.6.3~~19.3.4.3 The basis for final settlement shall be the actual
 3 allowable costs as defined in Title ~~4548~~ CFR ~~and 2 CFR, Part~~Section 31.2, incurred and paid by
 4 CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of
 5 COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount
 6 of the overpayment against the final payment. In the event overpayment exceeds the final
 7 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of
 8 notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY
 9 in the event an overpayment has been made.

10 ~~19.20.~~ 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 accordance with
 13 any applicable regulations and/or policies in effect during the term of this Agreement, or as
 14 established by COUNTY procedure. Any overpayments made by COUNTY which result from a
 15 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to
 16 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment
 17 within thirty (30) days after the date of the final audit findings report and prior to any
 18 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected
 19 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
 20 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
 21 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this
 22 Paragraph.

23 ~~20.21.~~ OUTSTANDING DEBT

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

27 ~~21.22.~~ FINAL REPORT

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

6 ~~22-23.~~ RECORDS, INSPECTIONS, AND AUDITS

7 ~~22-123.1~~ Financial Records

8 ~~22-1-123.1.1~~ CONTRACTOR shall prepare and maintain accurate and complete
 9 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
 10 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
 11 State, and federal audits are completed, whichever is later.

12 ~~22-1-223.1.2~~ CONTRACTOR shall establish and maintain reasonable
 13 accounting, internal control, and financial reporting standards in conformity with generally
 14 accepted accounting principles established by the American Institute of Certified Public
 15 Accountants and to the satisfaction of ADMINISTRATOR.

16 ~~22-223.2~~ Client Records

17 ~~22-2-123.2.1~~ CONTRACTOR shall prepare and maintain accurate and complete
 18 records of clients served and dates and type of services provided under the terms of this Agreement
 19 in a form acceptable to ADMINISTRATOR.

20 ~~22-2-223.2.2~~ CONTRACTOR shall keep all COUNTY data provided to
 21 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the
 22 date of final payment under this Agreement, or until all pending COUNTY, State, and federal
 23 audits are completed, whichever is later. These records shall be stored in Orange County, unless
 24 CONTRACTOR requests and COUNTY provides written approval for the right to store the
 25 records in another county. -Notwithstanding anything to the contrary, upon termination of this
 26 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY
 27 in accordance with Subparagraph ~~38-2~~39.2.

1 ~~22.2.323.2.3~~ COUNTY may refuse payment for a claim if client records are
 2 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined
 3 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment
 4 as an overpayment within the provisions of this Agreement.

5 ~~22.323.3~~ Public Records

6 To the extent permissible under the law, all records, including, but not limited to,
 7 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
 8 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

9 ~~22.423.4~~ Inspections and Audits

10 ~~22.4.123.4.1~~ The U.S. Department of Health and Human Services, Comptroller
 11 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,
 12 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized
 13 representatives, shall have access to any books, documents, papers, and records, including medical
 14 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement
 15 ~~for the purpose of financial monitoring..~~ Further, all the above mentioned persons have the right
 16 at all reasonable times to inspect or otherwise evaluate the work performed or being performed
 17 under this Agreement and the premises in which it is being performed.

18 ~~22.4.223.4.2~~ CONTRACTOR shall make its books and records available within
 19 the borders of Orange County within ten (10) days of receipt of written demand by
 20 ADMINISTRATOR.

21 ~~22.4.323.4.3~~ In the event CONTRACTOR does not make available its books and
 22 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
 23 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
 24 obtain CONTRACTOR's books and records.

25 ~~22.4.423.4.4~~ CONTRACTOR shall pay to COUNTY the full amount of
 26 COUNTY's liability to the State or Federal Government or any agency thereof resulting from any
 27 disallowances or other audit exceptions to the extent that such liability is attributable to
 28

1 CONTRACTOR's failure to perform under this Agreement.

2 ~~22.5~~23.5 Evaluation Studies

3 ~~22.5.1~~ CONTRACTOR shall participate, as requested by COUNTY, in research
4 and/or evaluative studies designed to show the effectiveness and/or efficiency of
5 CONTRACTOR's services or provide information about CONTRACTOR's project.

6 ~~23.24.~~ PERSONNEL DISCLOSURE

7 24.1 This Paragraph 24 applies to all of CONTRACTOR's personnel providing services
8 through this Agreement, paid and unpaid, including those identified in Paragraph 5 of Exhibit A
9 (hereinafter referred to as "Personnel").

10 ~~23.1~~24.2 CONTRACTOR shall make available to ADMINISTRATOR a current list
11 of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications.
12 Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a
13 copy of a résumé and/or job application. The list shall include:

14 ~~23.1.1~~24.2.1 Names and dates of birth of all ~~full or part-time personnel by title,~~
15 ~~including volunteer personnel~~Personnel by title, whose direct services are required to provide the
16 programs described herein;

17 ~~23.1.2~~24.2.2 A brief description of the functions of each position and the hours
18 each person works each week, or for part-time ~~personnel~~Personnel, each day or month, as
19 appropriate;

20 ~~23.1.3~~24.2.3 The professional degree, if applicable, and experience required for
21 each position; and

22 ~~23.1.4~~24.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

23 ~~23.2~~24.3 Where authorized by law, and in a manner consistent with California
24 Government Code §12952, CONTRACTOR shall require prospective ~~employees~~Personnel
25 to provide detailed information regarding the conviction of a crime, by any court, for offenses other
26 than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any
27 prospective ~~employee~~Personnel shall be cause for termination from the performance of services
28

1 under this Agreement.

2 ~~23.3~~24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 3 COUNTY, a clearance on the following public websites of the names and dates of birth for all
 4 ~~employees and/or volunteers~~Personnel who will have direct, interactive contact with clients served
 5 through this Agreement: U.S. Department of Justice National Sex Offender Website
 6 (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

7 ~~23.4~~24.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 8 COUNTY, a criminal record background check on all ~~employees (direct service and~~
 9 ~~administrative) funded through this Agreement and also all non-funded staff (e.g., volunteers, in-~~
 10 ~~kind staff, etc.)~~Personnel who will have direct, interactive contact with clients served through this
 11 Agreement. Background checks conducted through the California Department of Justice shall
 12 include a check of the California Central Child Abuse Index, when applicable. Candidates will
 13 satisfy background checks consistent with this Paragraph and their performance of services under
 14 this Agreement.

15 ~~23.5~~ CONTRACTOR shall ensure that clearances and background checks described in
 16 Subparagraphs ~~23.3~~24.4 and 24.5 are completed prior to CONTRACTOR's ~~personnel~~Personnel
 17 providing services under this Agreement.

18 ~~24.6~~ ##

19 ~~23.6~~24.7 In the event a record is revealed through the processes described in
 20 Subparagraphs ~~29.3~~24.4 and ~~29.4,~~24.5 COUNTY will be available to consult with
 21 CONTRACTOR on appropriateness of ~~personnel~~Personnel providing services through this
 22 Agreement.

23 ~~23.7~~24.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~Personnel
 24 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work
 25 records and/or reference checks indicating their ability to perform the required duties and accept
 26 the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain
 27 records of background investigations and reference checks undertaken and coordinated by
 28

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

5 ~~23.8~~24.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning
 6 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid~~
 7 ~~employee and/or volunteer staff~~ Personnel performing services under this Agreement, when such
 8 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether
 9 such ~~employee and/or volunteer~~ Personnel may continue to provide services under this Agreement
 10 and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's
 11 failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this
 12 Agreement, pursuant to Paragraph 18 above.

13 ~~23.9~~24.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
 14 ~~staff~~ Personnel performing work hereunder, and any proposed changes in CONTRACTOR's
 15 ~~tutoring staff~~ Personnel.

16 ~~23.10~~24.11 COUNTY shall have the right to require CONTRACTOR to remove any
 17 ~~employee~~ Personnel from the performance of services under this Agreement. At the request of
 18 COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~ Personnel.

19 ~~23.11~~24.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~ Personnel
 20 is terminated for cause from working on this Agreement.

21 ~~23.12~~24.13 Disqualification, if any, of CONTRACTOR ~~staff~~ Personnel, pursuant to ~~this~~
 22 Paragraph ~~23,30~~ shall not relieve CONTRACTOR of its obligation to complete all work in
 23 accordance with the terms and conditions of this Agreement.

24 24.25. EMPLOYMENT ELIGIBILITY VERIFICATION

25 As applicable, CONTRACTOR warrants that it fully complies with all federal and State
 26 statutes and regulations regarding the employment of aliens and others, and that all its employees
 27 performing work under this Agreement meet the citizenship or alien status requirement set forth
 28

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

12 25.26. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

13 25.26.1 CONTRACTOR certifies it is in full compliance with all applicable federal
 14 and State reporting requirements regarding its employees and with all lawfully served Wage and
 15 Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance
 16 throughout the term of the Agreement with the County of Orange. Failure to comply shall
 17 constitute a material breach of the Agreement and failure to cure such breach within sixty (60)
 18 calendar days of notice from the COUNTY shall constitute grounds for termination of the
 19 Agreement.

20 25.26.2 In the case of an individual contractor or contractor doing business in a form
 21 other than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30)
 22 days of the award of this Agreement:

23 25.26.2.1 His/her name, date of birth, Social Security ~~Number~~number, and
 24 residence address; or

25 25.26.2.2 In the case of a contractor doing business in a form other than as an
 26 individual, the name, date of birth, Social Security ~~Number~~number, and residence address of each
 27 individual who owns an interest of ten percent (10%) or more in the contracting entity.

~~25-26.3~~ It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

~~26-27.~~ CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

~~27-28.~~ NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

~~28-29.~~ CONFIDENTIALITY

~~28-29.1~~ CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

~~28-29.2~~ All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential

1 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
 2 individuals performing services under this Agreement. CONTRACTOR shall require all of its
 3 employees, agents, subcontractors, and all other individuals performing services under this
 4 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
 5 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
 6 of this Agreement.

7 ~~28.3~~29.3 CONTRACTOR shall inform all of its employees, agents, subcontractors,
 8 and all other individuals performing services under this Agreement of this provision and that any
 9 person violating the provisions of said California state law may be guilty of a crime.

10 ~~28.4~~29.4 CONTRACTOR agrees that any and all subcontracts entered into shall be
 11 subject to the confidentiality requirements of this Agreement.

12 ~~28.5~~29.5 CONTRACTOR agrees to maintain the confidentiality of its records with
 13 respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes,
 14 case law, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or
 15 may hereafter be amended.

16 ~~28.5.1~~29.5.1 No access, disclosure, or release of information regarding a child
 17 who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If
 18 authorization is in doubt, no such information shall be released without the written approval of a
 19 Judge of the Juvenile Court.

20 ~~28.5.2~~29.5.2 CONTRACTOR must receive prior written approval of the Juvenile
 21 Court before allowing any child to be interviewed, photographed, or recorded by any publication
 22 or organization, or to appear on any radio, television, or internet broadcast or make any other
 23 public appearance. Such approval shall be requested through child's Social Worker.

24 ~~29.~~30. **SECURITY**

25 ~~29.1~~30.1 **Security Requirements**

26 ~~29.1.1~~30.1.1 CONTRACTOR agrees to maintain the confidentiality of all
 27 COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to
 28

1 privacy and confidentiality that currently exists or exists at any time during the term of this
 2 Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain
 3 during the term of this Agreement administrative, physical, and technical safeguards to reasonably
 4 protect private and confidential client information, to protect against anticipated threats to the
 5 security or integrity of COUNTY data, and to protect against unauthorized physical or electronic
 6 access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

7 ~~29.1.1.1~~30.1.1.1 Storage of confidential paper files that ensures
 8 records are secured, handled, transported, and destroyed in a manner that prevents unauthorized
 9 access.

10 ~~29.1.1.2~~30.1.1.2 Control of access to physical and electronic records
 11 to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of
 12 contract services.

13 ~~29.1.1.3~~30.1.1.3 Control to prevent unauthorized access and to
 14 prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

15 ~~29.1.1.4~~30.1.1.4 Firewall protection.

16 ~~29.1.1.5~~30.1.1.5 Use of encryption methods of electronic COUNTY
 17 data while in transit from CONTRACTOR networks to external networks, when applicable.

18 ~~29.1.1.6~~30.1.1.6 Measures to securely store all COUNTY data,
 19 including, but not be limited to, encryption at rest and multiple levels of authentication and
 20 measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior
 21 written consent. CONTRACTOR further represents and warrants that it has implemented and will
 22 maintain during the term of this Agreement administrative, technical, and physical safeguards and
 23 controls consistent with State and federal security requirements.

24 ~~29.2~~30.2 Security Breach Notification

25 ~~29.2.1~~30.2.1 CONTRACTOR shall have policies and procedures in place for the
 26 effective management of Security Breaches, as defined below. In the event of any actual,
 27 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
 28

1 experiences or learns of that either compromises or could reasonably be expected to comprise
2 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
3 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
4 notification, CONTRACTOR shall, at its own expense, immediately:

5 ~~29.2.1.1~~30.2.1.1 Investigate to determine the nature and extent of the
6 Security Breach.

7 ~~29.2.1.2~~30.2.1.2 Contain the incident by taking necessary action,
8 including, but not limited to, attempting to recover records, revoking access, and/or correcting
9 weaknesses in security.

10 ~~29.2.1.3~~30.2.1.3 Report to COUNTY the nature of the Security
11 Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or
12 received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any
13 harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR
14 has taken or will take to prevent future similar unauthorized use or disclosure.

15 ~~29.2.2~~30.2.2 The COUNTY, ~~at~~in its sole discretion and on a case-by-case basis,
16 will determine what actions are necessary in response to the Security Breach and who will perform
17 these actions. Actions may include, but are not limited to: notifications; investigation and
18 remediation costs, including notification of all whose personal information was disclosed; outside
19 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
20 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
21 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
22 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
23 required actions.

24 ~~_____~~##

25 ~~_____~~##

26 ~~30-31~~31. COPYRIGHT ACCESS

27 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have
28

1 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and
 2 hereafter, all material developed under this Agreement, including those covered by copyright.

3 ~~31.32.~~ WAIVER

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

10 ~~32.33.~~ PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

11 ~~32.133.1~~ COUNTY owns all rights to the name, logos, and symbols of COUNTY.
 12 The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
 13 commercial advertisement, promotional purposes, announcements, displays, or press releases,
 14 without COUNTY's prior written consent is expressly prohibited.

15 ~~32.233.2~~ CONTRACTOR may develop and publish information related to this
 16 Agreement where all of the following conditions are satisfied:

17 ~~32.2.133.2.1~~ ADMINISTRATOR provides its written approval of the content and
 18 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
 19 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

20 ~~32.2.233.2.2~~ Unless directed otherwise by ADMINISTRATOR, the information
 21 includes a statement that the program, wholly or in part, is funded through County, State, and
 22 Federal Government funds;

23 ~~32.2.333.2.3~~ The information does not give the appearance that the COUNTY, its
 24 officers, employees, or agencies endorse:

25 ~~32.2.3.133.2.3.1~~ Any commercial product or service; and;

26 ~~32.2.3.233.2.3.2~~ Any product or service provided by
 27 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

1 ~~32.2.4~~33.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter,
 2 YouTube, or other publicly available social media sites) to publish information related to this
 3 Agreement, CONTRACTOR shall develop social media policies and procedures and have them
 4 available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media
 5 Use Policy and Procedures as they pertain to any social media developed in support of the services
 6 described within this Agreement. The policy is available on the Internet at
 7 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

8 ~~33.34.~~ REPORTS

9 ~~33.134.1~~ CONTRACTOR shall provide information deemed necessary by
 10 ADMINISTRATOR to complete any State-required reports related to the services provided under
 11 this Agreement.

12 ~~33.234.2~~ CONTRACTOR shall maintain records and submit reports containing such
 13 data and information regarding the performance of CONTRACTOR's services, costs, or other data
 14 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
 15 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
 16 written notice to CONTRACTOR.

17 ~~34.35.~~ ENERGY EFFICIENCY STANDARDS

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

20 ~~35.36.~~ ENVIRONMENTAL PROTECTION STANDARDS

21 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401
 22 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and
 23 Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR),
 24 as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR
 25 assures that:

26 ~~35.136.1~~ No facility to be utilized in the performance of the proposed grant has been
 27 listed on the EPA List of Violating Facilities;

~~35.236.2~~ It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

~~35.336.3~~ It will notify COUNTY and EPA about any known violation of the above laws and regulations.

~~36.37.~~ CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

~~36.137.1~~ CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that cites the following:

~~36.1.137.1.1~~ The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph B of this certification.

~~36.1.237.1.2~~ The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that

~~36.1.2.137.1.2.1~~ No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

~~36.1.2.~~37.1.2.2 If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

~~36.1.2.~~37.1.2.3 He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

~~36.1.~~37.1.3 Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

~~37.~~38. POLITICAL ACTIVITY

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

~~38.~~39. TERMINATION PROVISIONS

~~38.139.1~~ ADMINISTRATOR may terminate this Agreement without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that, in the reasonable opinion of

1 COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise
2 by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all
3 further obligations under this Agreement.

4 38.239.2 For ninety (90) calendar days prior to the expiration date of this Agreement,
5 or upon notice of termination of this Agreement (“Transition Period”), CONTRACTOR agrees to
6 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
7 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
8 parties. During the Transition Period, service and data access shall continue to be made available
9 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
10 transitioning all data in the format determined by COUNTY.

11 38.339.3 In the event of termination of this Agreement, cessation of business by
12 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
13 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
14 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
15 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
16 Agreement.

17 38.439.4 The obligations of COUNTY under this Agreement are contingent upon the
18 availability of federal and/or State funds, as applicable, for the reimbursement of
19 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the
20 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
21 remains in effect or operation. In the event that such funding is terminated or reduced,
22 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum
23 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR
24 ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with
25 written notification of such determination.– CONTRACTOR shall immediately comply with
26 ADMINISTRATOR’s decision.

27 38.539.5 If any term, covenant, condition, or provision of this Agreement or the
28

1 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this
2 Agreement shall remain in full force and effect and shall in no way be affected, impaired, or
3 invalidated thereby.

4 39.40. GOVERNING LAW AND VENUE

5 This Agreement has been negotiated and executed in the State of California and shall be
6 governed by and construed under the laws of the State of California, without reference to conflict
7 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
8 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
9 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
10 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
11 to waive any and all rights to request that an action be transferred for trial to another county.

12 40.41. SIGNATURE IN COUNTERPARTS

13 41.1 The parties agree that separate copies of this Agreement may be signed by each of
14 the parties, and this Agreement will have the same force and effect as if the original had been
15 signed by all the parties.

16 41.2 CONTRACTOR represents and warrants that the person executing this Agreement
17 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
18 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
19 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

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

By: _____ By: _____
ROBERT GORDON CHAIRWOMAN
CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
PROFESSIONAL TUTORS OF AMERICA, INC. COUNTY OF ORANGE, CALIFORNIA

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

PROFESSIONAL TUTORS OF AMERICA, INC.

FOR THE PROVISION OF INDIVIDUAL ACADEMIC TUTORING SERVICES

1. POPULATION TO BE SERVED

~~1.1~~ CONTRACTOR shall provide Individual Academic Tutoring Services to children and non-minor dependents (NMD) referred by the Social Services Agency (SSA). Children and NMDs include persons SSA determines eligible in grades kindergarten (K) through twelve (12) or who are pursuing a High School Equivalency Certificate, i.e., General Education Diploma, ~~who are referred to CONTRACTOR by ADMINISTRATOR.~~ The population to be served as defined in this ~~paragraph~~ Paragraph shall hereinafter be referred to as “CLIENT,” and shall meet the following criteria:

~~1.1.1~~ 1.1 Have been adjudicated as a dependent of the Orange County Juvenile Court pursuant to Welfare and Institutions Code (WIC) Section 300 and who reside in Orange County or one of the contiguous counties described in Subparagraph ~~2.53.5~~ below; and

~~1.1.2~~ 1.1.2 Have been ordered by the Orange County Juvenile Court to receive individual academic tutoring services ~~and is referred by SSA for tutoring services;~~ or

~~1.1.3~~ 1.1.3 Are failing and/or below average in one (1) or more academic subjects and/or lack the necessary credits to graduate from an accredited California high school.

~~1.1.3.1~~ 1.1.3.1 Failing grade and/or below average criteria may be modified at the sole discretion of ADMINISTRATOR, upon written notice to CONTRACTOR.

2. FIVE PROTECTIVE FACTORS

1 2.1 SSA is committed to ensuring services provided to CLIENTS adhere to a
 2 Strengthening Families Approach and are in accordance with following Five Protective Factors
 3 identified by the Center of Study of Social Policy as preventing child abuse and neglect:

4 2.1.1 Provide Concrete Support in Times of Need;

5 2.1.2 Increase Parental Resilience;

6 2.1.3 Increase Knowledge of Parenting and Child Development;

7 2.1.4 Support the Social and Emotional Competence of Children; and

8 2.1.5 Build Parents' Social Connections.

9 ~~1.1.3.12.2~~ Individual Academic Tutoring Services has been identified as a Protective
 10 Factor that supports the social and emotional competence of children.

11 ~~2.3.~~ DEFINITIONS

12 ~~2.13.1~~ Assembly Bill (AB) 12: AB Chapter 559, statutes of 2010, amendment to section
 13 17552 of the Family Code, provides transitional support to qualifying foster youth until age
 14 twenty-one (21).

15 ~~2.23.2~~ Assigned Social Worker (ASW): CFS case carrying social worker responsible for
 16 the care and case management of dependent children or ~~non-minor dependents~~NMDs under the
 17 jurisdiction of the Orange County Juvenile Court.

18 ~~2.33.3~~ CFS Tutoring Services Coordinator: The ADMINISTRATOR's employee who
 19 processes, determines eligibility, tracks, and approves referrals and invoices for individual
 20 academic tutoring services.

21 ~~2.43.4~~ Children and Family Services (CFS): A Division of ~~Social Services Agency~~
 22 (~~SSA~~)SSA responsible for providing child welfare services.

23 ~~2.53.5~~ Contiguous County: A California county that shares a border with Orange County
 24 (i.e., Los Angeles, San Diego, Riverside, and San Bernardino counties).

25 ~~2.63.6~~ Dependent: A child or ~~non-minor dependent~~NMD who is under the jurisdiction of
 26 the Orange County Juvenile Court as a result of abuse and/or neglect and is under the supervision
 27 of SSA.

1 2.73.7 Individual Academic Tutoring Services: One-on-one instruction and academic
2 coaching in one (1) or more academic subjects.

3 2.83.8 Non-Minor Dependent (NMD): Pursuant to California Welfare and Institutions
4 Code (WIC) Section 11400(v), a foster child who has attained the age of eighteen (18) years while
5 under an order of foster care placement by the Orange County Juvenile Court and is less than
6 twenty-one (21) years old. The NMD must meet at least one (1) of the AB12 participation
7 requirements and must participate in a Transitional Independent Living Plan under the
8 responsibility of Orange County Juvenile Court.

9 3.9 ~~CLIENT's~~ No Show (NS): A No Show (NS) by a CLIENT is defined as tutor
10 reporting to the service location at the scheduled appointment date/time and waits for a maximum
11 of twenty (20) minutes, but the CLIENT does not report to the scheduled appointment.

12 2.93.10 Parent/Caregiver: A biological, step, foster, adoptive parent, non-related
13 extended family member, or other caregiver who serves as CONTRACTOR's primary contact for
14 a dependent child under the age of eighteen (18) ~~receiving individual academic tutoring services;~~
15 and does not pertain to ~~non-minor dependents~~ NMDs.

16 3.4. HOURS OF OPERATION

17 3.14.1 CONTRACTOR shall provide tutoring services during hours that are responsive to
18 the needs of the CLIENT and ~~the parent/caregiver,~~ except COUNTY holidays as established by
19 the Orange County Board of Supervisors.

20 3.24.2 ~~CONTRACTOR shall maintain a~~ CONTRACTOR's holiday schedule ~~consistent~~
21 ~~with~~ shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin
22 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence
23 Day, Labor Day, Columbus Day, ~~Veteran's~~ Veterans Day, Thanksgiving Day, Friday after
24 Thanksgiving, Day and Christmas Day. CONTRACTOR shall obtain prior, written approval from
25 ADMINISTRATOR for any closure outside of COUNTY's holiday(s) in excess of those listed
26 above. Failure of CONTRACTOR to obtain advance approval shall result in CONTRACTOR
27 incurring upon itself all fiscal obligations related to non-COUNTY holiday(s), and any

1 unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph
 2 18, for services not provided by CONTRACTOR during unapproved holiday(s) and shall not be
 3 reimbursed.

4 4.5. GENERAL CONTRACTOR REQUIREMENTS

5 ~~4.1.15.1~~ 4.1.15.1 CONTRACTOR's ~~staff~~ Personnel shall be qualified for the subject(s) in
 6 which they are tutoring.

7 ~~4.1.25.2~~ 4.1.25.2 CONTRACTOR shall provide proof of their tutor's qualifications within
 8 five (5) business days if requested by ADMINISTRATOR.

9 ~~4.1.35.3~~ 4.1.35.3 CONTRACTOR ~~shall~~ shall have bilingual staff available when necessary
 10 to communicate with CLIENTS and parents/caregivers.

11 ~~4.1.45.4~~ 4.1.45.4 CONTRACTOR shall conduct criminal and child abuse background
 12 clearances for all ~~staff~~ Personnel working with CLIENTS and/or accessing confidential
 13 information in accordance with Paragraph ~~28~~ 24 of this Agreement.

14 ~~4.1.55.5~~ 4.1.55.5 CONTRACTOR's ~~staff~~ Personnel shall provide their own transportation
 15 with proof of at least the California minimum required levels of automobile insurance and possess
 16 a current/valid California driver's license.

17 ~~4.1.65.6~~ 4.1.65.6 CONTRACTOR shall not provide transportation to CLIENTS under this
 18 Agreement.

19 ~~4.1.75.7~~ 4.1.75.7 CONTRACTOR's services must be outcome driven and achieve progress
 20 towards stated outcome measure objectives ~~as~~ referenced in Subparagraphs 7.2 and 7.3 Paragraph
 21 8.

22 ~~5.8~~ 5.8 ~~CONTRACTOR shall provide tutoring services that are pre-authorized in writing~~
 23 ~~by ADMINISTRATOR, for a specified time period in each referral. Services provided beyond the~~
 24 ~~specified time period described in Subparagraph 5.2 without written pre-authorization to extend~~
 25 ~~services, shall not be eligible for compensation.~~ CONTRACTOR shall ensure services are
 26 provided in a culturally responsive manner.

27 ~~4.1.81.1~~ 4.1.81.1 ~~CONTRACTOR is responsible for documenting and keeping track of the~~

~~beginning and ending dates of service for each CLIENT.~~

~~4.1.9 CONTRACTOR must receive written pre-authorization from the CFS Tutoring Services Coordinator for any extension of tutoring services. CONTRACTOR shall submit a written extension request no less than thirty (30) calendar days in advance of the authorized service period end date.~~

~~4.1.10~~ 5.9 CONTRACTOR ~~must~~ shall complete a Special Incident Report in the event there is any incident of unusual, aggressive, or high-risk behavior by a CLIENT or the CLIENTS parent/caregiver or other family member, or if there are any injuries suffered by any party during service delivery, on a Special Incident Report form provided by ADMINISTRATOR.

~~SSA is committed to ensuring services provided to CLIENTS adhere to a Strengthening Families Approach and are in accordance with following Five Protective Factors identified by the Center of Study of Social Policy as preventing child abuse and neglect:~~

~~Provide Concrete Support in Times of Need;~~

~~Increase Parental Resilience;~~

~~Increase Knowledge of Parenting and Child Development;~~

~~Support the Social and Emotional Competence of Children; and~~

~~Build Parents' Social Connections.~~

~~4.1.11~~ 1.1 CONTRACTOR shall ensure services are provided in a culturally responsive manner.

5.6. SERVICES TO BE PROVIDED

~~—~~ CONTRACTOR shall:

6.1 Provide tutoring services ~~only after receipt of a written~~ that are pre-authorized in writing by ADMINISTRATOR, for a specified time period in each referral. CONTRACTOR is responsible for documenting and keeping track of the beginning and ending dates of service for each CLIENT.

6.2 ~~referral from the CFS Tutoring Services Coordinator. Services~~ Contact CLIENT

1 and/or parent/caregiver within two (2) business days of receipt of referral to schedule an initial
 2 meeting.

3 6.2.1 Document efforts of at a minimum, three (3) additional attempts made to
 4 contact CLIENTS and/or parent/caregiver within five (5) business days following the initial
 5 contact attempt.

6 6.2.2 Notify the ASW by telephone within two (2) business days if attempts made
 7 are unsuccessful. ~~shall be provided~~

8 6.3 The initial meeting with CLIENT and parent/caregiver shall be conducted by
 9 CONTRACTOR within eight (8) business days, once initial contact is made.

10 5.16.4 Provide services at an agreed upon location recommended by the CLIENT'S ASW,
 11 such as the CLIENT's-CLIENT'S home, school, or local library.

12 5.26.5 Provide services for a minimum of two (2) hours per week, twice per month, for a
 13 period of three (3) to five (5) months, per CLIENT. ADMINISTRATOR may, in its sole
 14 discretion, modify the number of hours and service period to best meet the needs of the CLIENT.

15 5.36.6 Provide individual tutoring to each CLIENT in the subject(s), and frequency
 16 requested by ADMINISTRATOR.

17 ~~5.4 — Contact CLIENT's and/or parent/caregiver within five (5) business days of receipt~~
 18 ~~of referral to schedule an initial meeting. The initial meeting with CLIENT and CLIENT's~~
 19 ~~parent/caregiver shall be conducted by CONTRACTOR within eight (8) business days of receipt~~
 20 ~~of referral.~~

21 6.7 As appropriate, submit a written extension request no less than thirty (30) calendar
 22 days in advance of the authorized service period end date. CONTRACTOR must receive written
 23 pre-authorization from the CFS Tutoring Services Coordinator for any extension of tutoring
 24 services. Services provided beyond the specified time period described in Subparagraph 6.5
 25 without written pre-authorization to extend services, shall not be eligible for compensation.

26 6.8 Extension of services is typically limited to one (1) extension of twenty-five (25)
 27 hours. ADMINISTRATOR may, in its sole discretion, on a case-by case basis, provide written

pre-authorization of more than one (1) extension, and modify the hours per extension to best meet the needs of the CLIENT.

6.9 Ensure CLIENTS receive tutoring services from qualified tutors within the time period and frequencies as stated on each referral, and that CLIENTS receive services that are managed and administered in a professional manner by CONTRACTOR.

~~5.5 Administer electronic academic assessment tools (i.e., Scantron Performance and Achievement Series) to identify CLIENT's pre and post tutoring academic levels. If a post-assessment is not completed, CONTRACTOR shall document reason in the Final Evaluation Report, described in Subparagraph 9.5.~~

~~5.6.10~~ Maintain scheduled appointments. Tutor shall verbally notify CLIENT and/or parent/caregiver within twenty-four (24) hours advance notice if tutor has to reschedule or cancel an appointment.

~~5.7.11 A No Show (NS) is defined as tutor reporting to the service location at the scheduled appointment date/time and waits for a maximum of twenty (20) minutes, but the CLIENT does not report to the scheduled appointment. Tutor shall~~ Ensure tutors notify the ASW by telephone within two (2) one (1) business days of all NS appointments. Within ~~one (1)~~ two (2) business day of a NS, CONTRACTOR shall contact CLIENT and/or parent/caregiver (in the parent/caregiver's native language) by telephone and send a written NS letter (in the parent/caregiver's native language) to CLIENT and/or parent/caregiver. A copy of each NS letter shall be included with the invoice packet for the month in which a NS occurred.

~~5.8 Notify the ASW of scheduling issues with a CLIENT after three (3) scheduling attempts (verbal and/or written or any combination thereof), with CLIENT.~~

~~5.9.12~~ In collaboration with the CLIENT and/or parent/caregiver, develop a process for communicating with ~~CLIENT's~~ CLIENT'S school and/or teacher for coordination of efforts.

6.13 Enable CLIENTS to improve their understanding and mastery of the subject matter for which they are receiving tutoring services, and to increase their academic performance as

evidenced by a measureable increase in post-assessment test scores.

6.14 Administer electronic academic assessment tools (i.e., Scantron Performance and Achievement Series) to identify CLIENT’S pre and post-tutoring academic levels. If a post-assessment test is not completed, CONTRACTOR shall document reason in the Final Evaluation Report, described in Subparagraph 10.5.

7. PRE-ASSESSMENT AND POST-ASSESSMENT TESTS

7.1 CONTRACTOR shall administer a pre-assessment test to each CLIENT during the first appointment with CLIENT.

7.2 CONTRACTOR shall administer a post-assessment test to each CLIENT during the last appointment with CLIENT.

~~1. Extension of services is typically limited to one (1) extension of twenty-five (25) hours. ADMINISTRATOR may, in its sole discretion, on a case by case basis, provide written pre authorization of more than one (1) extension, and modify the hours per extension to best meet the needs of the CLIENT.~~

~~6. MINIMUM STAFFING REQUIREMENTS~~

~~1. CONTRACTOR shall assign tutors who possess the following qualifications:~~

~~6.1 A Bachelor of Arts, or Bachelor of Science degree from an accredited college or university. A current multiple subjects teaching credential (grades K-6) or single subject teaching credential (grades 7-12) is desirable.~~

~~6.21. A minimum of one (1) year of experience tutoring children in kindergarten (K) through twelfth (12th) grade.~~

7.8. OUTCOME MEASURE OBJECTIVES

Qualitative and quantitative evaluations of services will be conducted by ADMINISTRATOR throughout the duration of the contract period.

8.1 CONTRACTOR shall maintain performance standards set for quality and quantity of service as described in the following Outcome Measure Objectives:

8.1.1 CONTRACTOR shall contact one-hundred percent (100%) of all referred

CLIENTS and/or parent/caregivers within two (2) business days of receipt of referral to schedule an initial meeting.

8.1.2 CONTRACTOR shall conduct the initial meeting with the CLIENT and parent/caregiver within eight (8) business days, for one-hundred percent (100%) of all referred CLIENTS, once initial contact is made.

7.18.1.3 CONTRACTOR shall notify the ASW and CLIENT’S parent/caregiver by telephone, within two (2) business days of any NS appointment, for ninety percent (90 percent) of all referred CLIENTS.

7.28.1.4 Sixty percent (60%) of CLIENTS receiving Court Ordered services that complete their tutoring service periods shall demonstrate improvement or increase in academic performance as evidenced by a measureable increase in their post-assessment test scores.

7.38.1.5 Sixty percent (60%) of CLIENTS receiving Non-Court Ordered services that complete their tutoring service periods shall demonstrate improvement or increase in academic performance as evidenced by a measureable increase in their post-assessment test scores.

~~CONTRACTOR shall:~~

~~7.41.1 Ensure CLIENTS receive tutoring services from qualified tutors within the time period and frequencies as stated on each referral, and that CLIENTS receive services that are managed and administered in a professional manner by CONTRACTOR.~~

~~7.51.1 Enable CLIENTS to improve their understanding and mastery of the subject matter for which they are receiving tutoring services, and to increase their academic performance as evidenced by a measureable increase in post-assessment test scores.~~

~~7.61.1 Pre-Assessment and Post-Assessment Tests~~

~~7.5.1 CONTRACTOR shall administer a pre-assessment to each CLIENT during the first appointment with CLIENT.~~

~~7.5.2 CONTRACTOR shall administer a post-assessment to each CLIENT during the last appointment with CLIENT.~~

8.2 ADMINISTRATOR shall evaluate the effectiveness of CONTRACTOR’s service

1 delivery based on, but not limited to, the following criteria:

2 ~~7.6.38.2.1~~ CONTRACTOR’s ongoing service delivery to CLIENT until the
3 authorized tutoring service period(s) expire;

4 ~~7.6.48.2.2~~ CONTRACTOR’s ability to meet agreed upon schedule of
5 appointments, and number of times tutor fails to keep appointment regardless of reason;

6 ~~7.6.58.2.3~~ Improvement in CLIENT’S academic performance as measured by
7 assessments referenced in Subparagraph 7.67; and

8 ~~7.6.68.2.4~~ Results from Satisfaction Surveys referenced in Subparagraph
9 9.610.6.

10 ~~SSA is committed to ensuring services provided to CLIENTS adhere to a Strengthening~~
11 ~~Families Approach and are in accordance with following Five Protective Factors identified by the~~
12 ~~Center of Study of Social Policy as preventing child abuse and neglect:~~

13 ~~7.6.71.1.1 Provide Concrete Support in Times of Need;~~

14 ~~7.6.81.1.1 Increase Parental Resilience;~~

15 ~~7.6.91.1.1 Increase Knowledge of Parenting and Child Development;~~

16 ~~7.6.101.1.1 Support the Social and Emotional Competence of Children; and~~

17 ~~7.6.111.1.1 Build Parents’ Social Connections.~~

18 ~~Tutoring has been identified as a Protective Factor that supports the social and emotional~~
19 ~~competence of children.~~

20 CONTRACTOR shall:

21 ~~7.78.3~~ Participate as requested by ADMINISTRATOR in research and/or evaluation
22 studies designed to show the effectiveness of their tutoring program;

23 ~~7.88.4~~ Collaborate with ADMINISTRATOR to establish and provide outcome measures
24 as they become necessary to meet program goals and objectives. Outcome measure tools may
25 include, but are not limited to: satisfaction surveys, tracking logs, pre-assessment and post-
26 assessment test results, and other evaluation tools based on program and evaluation needs as
27 determined by ADMINISTRATOR.

1 ~~8-9.~~ QUALITY ASSURANCE

2 ~~8-19.1~~ UTILIZATION REVIEW (UR)

3 ~~8-1-19.1.1~~ CONTRACTOR and ADMINISTRATOR's designee shall meet at
 4 least semi-annually to review and evaluate a random selection of CLIENT case records. The
 5 review may include, but is not limited to, an evaluation of the necessity and appropriateness of
 6 services provided and length of services. CLIENT cases to be reviewed shall be randomly selected
 7 by ADMINISTRATOR and may include both open and closed cases.

8 ~~8-1-29.1.2~~ ADMINISTRATOR may conduct a UR at CONTRACTOR'S
 9 facility referenced in Paragraph 10 of the Agreement, with date and time determined at
 10 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback
 11 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take
 12 corrective action accordingly.

13 ~~8-1-39.1.3~~ In the event CONTRACTOR, ADMINISTRATOR and COUNTY's
 14 CFS and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding
 15 the necessity and appropriateness of services and length of services, the dispute shall be submitted
 16 to COUNTY's Director of CFS for final resolution. Nothing in this subparagraph shall affect
 17 COUNTY's termination rights under Paragraph ~~38~~39 of this Agreement.

18 ~~9-10.~~ CLAIMS AND REPORTING REQUIREMENTS

19 ~~9-1-10.1~~ MONTHLY CLAIMS

20 ~~9-1-10.1.1~~ CONTRACTOR shall submit a ~~separate~~ monthly invoice for court
 21 ordered and non-court ordered services provided during the previous month on one invoice.
 22 Invoices shall be submitted by the twentieth (20th) calendar day of each month on a form approved
 23 by ADMINISTRATOR.

24 ~~9-1-210.1.2~~ Monthly invoices shall include, but not be limited to, the
 25 requirements in Subparagraph ~~18-3-4~~ 19.3.1_-of the Agreement and the following:

26 ~~9-1-2-10.1.2.1~~ Month of service;

27 ~~9-1-2-210.1.2.2~~ Total court ordered and/or non-court ordered hours;

~~9.1.2.3~~10.1.2.3 Total assessment hours;

~~9.1.2.4~~10.1.2.4 Hourly rate;

~~9.1.2.5~~10.1.2.5 Total amount due;

~~9.1.2.6~~10.1.2.6 A copy of any NS letter(s), if applicable;

~~9.1.2.7~~10.1.2.7 A copy of any pre-assessment and post-assessment results;

~~9.1.2.8~~10.1.2.8 Monthly Service Log; and

~~9.1.2.9~~10.1.2.9 Satisfaction Surveys.

~~9.2~~10.2 MONTHLY SERVICE LOG

~~9.2.1~~10.2.1 CONTRACTOR shall provide a separate Monthly Service Log for court ordered and non-court ordered services provided during the previous month. The log shall accompany the Monthly Invoice as supporting documentation for total hours claimed.

~~9.2.2~~10.2.2 The Monthly Service Log shall be prepared in a format approved by ADMINISTRATOR and shall include the following information:

~~9.2.2.1~~10.2.2.1 Month of service;

~~9.2.2.2~~10.2.2.2 CONTRACTOR’s name and address;

~~9.2.2.3~~10.2.2.3 First and last name of each CLIENT served; and

~~9.2.2.4~~10.2.2.4 Service language, service description, service date, service hours, hourly rate, subtotal amount(s), and grand total amount.

~~9.3~~10.3 WRITTEN PLAN

~~9.3.1~~10.3.1 CONTRACTOR shall prepare a brief Written Plan after the initial appointment, in a format approved by ADMINISTRATOR which shall include, but not be limited to:

~~9.3.1.1~~10.3.1.1 Subjects to be covered, number of tutoring hours and times, location where tutoring will be provided; and

~~9.3.1.2~~10.3.1.2 One (1) to three (3) goals based on the needs of CLIENT as identified by ADMINISTRATOR or as indicated in pre-assessment test results.

~~9.3.2~~10.3.2 CONTRACTOR shall provide a copy of the Written Plan to the CLIENT and/or parent/caregiver and CFS Tutoring Services Coordinator within five (5) business days of initial appointment.

~~9.4~~10.4 MONTHLY PROGRESS REPORT/SIGN-IN SHEET

~~9.4.1~~10.4.1 CONTRACTOR shall submit a Monthly Progress Report/Sign-In Sheet for each CLIENT who received services during that month. The written report shall include documentation of services provided and overall progress of CLIENT.

~~9.4.2~~10.4.2 CONTRACTOR shall submit copy of the report to the CFS Tutoring Services Coordinator and CLIENT'S ASW. The Monthly Progress Report/Sign-In Sheet shall include the following:

~~9.4.2.1~~10.4.2.1 First and last name of each CLIENT;

~~9.4.2.2~~10.4.2.2 Tutor's name;

~~9.4.2.3~~10.4.2.3 Date(s) of tutoring service;

~~9.4.2.4~~10.4.2.4 Start/end time of each tutoring session to the nearest quarter hour;

~~9.4.2.5~~10.4.2.5 Total number of hours for each date of service;

~~9.4.2.6~~10.4.2.6 Signature(s) of CLIENT'S and/or parent/caregiver, signature confirming tutoring services were provided; and

~~9.4.2.7~~10.4.2.7 Summary of the subject(s) tutored and CLIENT'S overall progress or lack thereof.

~~9.5~~10.5 FINAL EVALUATION REPORT

~~9.5.1~~10.5.1 Upon conclusion of services for each CLIENT, CONTRACTOR shall prepare a brief Final Evaluation Report, in a format approved by ADMINISTRATOR, which shall include, but not be limited, to the following:

~~9.5.1.1~~10.5.1.1 A description of tutoring services provided to CLIENT;

~~9.5.1.2~~10.5.1.2 CLIENT'S success and/or failure in attaining the

goals referenced in Subparagraph ~~9.3.1.2~~10.3.1.210.3.1.2;

~~9.5.1.3~~10.5.1.3 Pre-assessment and post-assessment test scores; and

~~9.5.1.4~~10.5.1.4 Recommendation(s) regarding follow-up action, if any.

~~9.5.2~~10.5.2 The Final Evaluation Report shall be provided to the CFS Tutoring Services Coordinator and to CLIENT and/or parent/caregiver, within five (5) business days of termination of services.

~~9.6~~10.6 SATISFACTION SURVEY

~~10.6.1~~ Upon conclusion of services, CONTRACTOR shall provide CLIENT and parent/caregiver with a Satisfaction Survey in a format approved by ADMINISTRATOR, to evaluate tutoring services received. CONTRACTOR shall submit all completed and signed Satisfaction Surveys with the monthly invoice.

~~9.7~~10.7 ANNUAL STATISTICAL REPORT

~~9.7.1~~10.7.1 CONTRACTOR shall prepare and submit to ADMINISTRATOR an Annual Statistical Report by the twentieth (20th) calendar day of each July, for services provided in the prior fiscal year. The Annual Statistical Report shall be submitted in a format approved by the ADMINISTRATOR and shall include, but not be limited to:

~~9.7.1.1~~10.7.1.1 First and last names of all CLIENTs served;

~~9.7.1.2~~10.7.1.2 Grade level of each CLIENT served;

~~9.7.1.3~~10.7.1.3 The County in which CLIENT received tutoring services;

~~9.7.1.4~~10.7.1.4 Pre-assessment and post-assessment test scores of each CLIENT and corresponding increase or decrease in the scores;

~~9.7.1.5~~10.7.1.5 Beginning and ending grade level or other indicators of improved school performance as requested by ADMINISTRATOR;

~~9.7.1.6~~10.7.1.6 Number of tutoring hours provided to each CLIENT;

~~9.7.1.7~~10.7.1.7 Subtotal of tutoring hours provided each month; and

~~9.7.1.8~~10.7.1.8 Grand total of tutoring hours provided during the entire fiscal year.

~~9.8~~10.8 ADMINISTRATOR in its sole discretion may request from CONTRACTOR statistical reports including the same elements referenced in Subparagraphs ~~9.2~~10.2~~10.7~~ through ~~9.7~~10.7 that cover various service periods as determined by ADMINISTRATOR.

11. MINIMUM STAFFING REQUIREMENTS

11.1 CONTRACTOR shall assign tutors who possess the following qualifications:

11.1.1 A Bachelor of Arts, or Bachelor of Science degree from an accredited college or university.

11.1.2 A current teaching credential in multiple subjects (grades K-6), or single subject teaching credential (grades 7-12), is desirable.

A minimum of one (1) year of experience tutoring children in kindergarten (K) through twelfth (12th) grade.