

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
THE RAISE FOUNDATION

~~This AGREEMENT, entered into this 1st day of July 2018, which date is particularized for purpose of reference only, TO CONVENE CHILD ABUSE PREVENTION COUNCIL~~

This AGREEMENT is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and The Raise Foundation, a California non-profit corporation, qualified to transact interstate business in the State of California, hereinafter referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

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

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

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

~~NOW, THEREFORE, IT IS MUTUALLY~~ ACCORDINGLY, THE PARTIES
AGREED AS FOLLOWS:

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ATTACHMENT A

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1. TERM

1 The term of this Agreement shall commence on July 1, ~~2018~~2022, and terminate on
 2 June 30, ~~2021~~2024, unless earlier terminated pursuant to the provisions of Paragraph ~~424~~1 of
 3 this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would
 4 normally extend beyond this term, including, but not limited to, obligations with respect to
 5 indemnification, audits, reporting and accounting. ~~_~~CONTRACTOR and ADMINISTRATOR
 6 may mutually agree in writing to extend the term of this Agreement, for up to twelve (12)
 7 additional months upon the same terms and conditions, provided that COUNTY's maximum
 8 funding obligation as stated in Subparagraph ~~19.1~~20.1 of this Agreement does not increase as
 9 a result.
 10

11 2. ALTERATION OF TERMS

12 2.1 This Agreement, including any ~~Exhibit~~Attachment(s) attached hereto and
 13 incorporated by reference, fully expresses all understandings of the parties and is the
 14 total Agreement between the parties as to the subject matter of this Agreement. No
 15 addition to, or alteration of, the terms of this Agreement, whether written or verbal,
 16 are valid or binding unless made in the form of a written amendment to this
 17 Agreement which is formally approved and executed by both parties.
 18

19 2.2 The various headings, numbers, and organization herein are for the purpose of
 20 convenience only and shall not limit or otherwise affect the Agreement.
 21

22 3. STATUS OF CONTRACTOR

23 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor,
 24 and shall be wholly responsible for the manner in which it performs the services
 25 required of it by the terms of this Agreement. Nothing herein contained shall be
 26 construed as creating the relationship of employer and employee, or principal and
 27 agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents
 28 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 employees.

4. DESCRIPTION OF SERVICES ~~AND STAFFING~~

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- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Exhibit “Attachment A” to the Agreement between County of Orange and The Raise Foundation, to convene the Child Abuse Prevention Council, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY’s maximum funding obligation, as set forth in this Agreement, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

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5. LICENSES AND STANDARDS

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- 5.1 CONTRACTOR warrants that it has and its personnel, described in Paragraph 27 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as “State”), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws

and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

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

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP~~SUBCONTRACTS~~

6.1 Delegation and Assignment

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

6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines that the 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 change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of 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 complete them to the satisfaction of COUNTY.

SUBCONTRACTS##

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~~6.2 Subcontracts~~

7.

1 6.37.1 CONTRACTOR shall not subcontract for services under this Agreement without the
 2 prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in
 3 writing to a subcontract, in no event shall the subcontract alter, in any way, any legal
 4 responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing
 5 and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall
 6 include in each subcontract any provision ADMINISTRATOR may require.
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10 7.8. FORM OF BUSINESS ORGANIZATION ~~AND REAL PROPERTY~~
 11 ~~DISCLOSURE/NAME CHANGE~~
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13 7.18.1 Form of Business Organization

14 Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and submit,
 15 within thirty (30) days thereafter, an affidavit executed by persons satisfactory to
 16 ADMINISTRATOR, containing, but not limited to, the following information:
 17

18 7.1.18.1.1 The form of CONTRACTOR's business organization, i.e.,
 19 proprietorship, partnership, corporation, etc.
 20

21 7.1.28.1.2 A detailed statement indicating the relationship of CONTRACTOR,
 22 by way of ownership or otherwise, to any parent organization or individual.
 23

24 7.1.38.1.3 A detailed statement indicating the relationship of CONTRACTOR to
 25 any subsidiary business organization or to any individual who may be
 26 providing services, supplies, material, or equipment to CONTRACTOR or
 27 in any manner does business with CONTRACTOR under this Agreement.
 28

7.28.2 Change in Form of Business Organization

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

8.3 Name Change

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

8.9. NON-DISCRIMINATION

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

8.29.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 98 et seq.

8.39.3 Non-Discrimination in Employment

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

8.3.29.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran

1 status, or any other protected group, in accordance with the requirements of
 2 all applicable federal or State laws. Notices describing the provisions of the
 3 equal opportunity clause shall be posted in a conspicuous place for
 4 employees and job applicants.
 5

6 8.3.39.3.3 CONTRACTOR shall refer any and all employees desirous of filing
 7 a formal discrimination complaint to:
 8

9 California Department of ~~Social Services~~ Fair Employment

10 ~~Public Inquiry and Response Bureau~~

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

12 ~~Sacramento~~ 2218 Kausen Drive, Suite 100

13 Elk Grove, CA 95758

14 Telephone: ~~—~~ (800) 952-5253884-1684

15 ~~—~~ (800) 952-8349 (For the hard of hearing 700-2320 (TTY))

16 8.49.4 Non-Discrimination in Service Delivery

17 8.4.19.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil
 18 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
 19 1973, as amended; the Age Discrimination Act of 1975, as amended; the
 20 Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6;
 21 Title II of the Americans with Disabilities Act of 1990, as amended;
 22 California Civil Code Section 51 et seq., as amended; California
 23 Government Code (CGC) Sections 11135-11139.5, as amended; CGC
 24 Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California
 25 Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre
 26 Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
 27 Removal of Barriers to Interethnic Adoption Act of 1996; and other
 28 applicable federal and State laws, as well as their implementing regulations
 (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title
 28 CFR Part 42), and any other law pertaining to Equal Employment
 Opportunity, Affirmative Action, and Nondiscrimination, as each may now
 exist or be hereafter amended. CONTRACTOR shall not implement any
 administrative methods or procedures which would have a discriminatory

effect or which would violate the ~~California Department of Social Services~~
~~(CDSS)~~CDSS Manual of Policies and Procedures (MPP) Division 21,
Chapter 21-100. If there are any violations of this Paragraph, CDSS shall
have the right to invoke fiscal sanctions or other legal remedies in
accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or
any other laws, or the issue may be referred to the appropriate federal agency
for further compliance action and enforcement of Subparagraph ~~8.4.2.4~~ et
seq.

~~8.4.2.4.2~~ 8.4.2.4.2 CONTRACTOR shall provide any and all clients desirous of filing a
formal complaint any and all information as appropriate:

~~8.4.2.4.2.1~~ 8.4.2.4.2.1 Pamphlet: "Your Rights Under California Welfare
Programs" (PUB 13)

~~8.4.2.4.2.2~~ 8.4.2.4.2.2 Discrimination Complaint Form

~~8.4.2.4.2.3~~ 8.4.2.4.2.3 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 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

Office of Civil Rights

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_____ 50 U.N. Plaza, Room 322
_____ 90 7th Street, Suite 4-100
_____ San Francisco, CA 9410294103

_____ Customer Response Center: (800) 368-1019

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)

9.10. NOTICES

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

_____ COUNTY: _____ County of Orange Social Services Agency
_____ Contracts ~~and Procurement~~ Services
_____ 500 N. State College Blvd, Suite #100
_____ Orange, CA 92868

_____ CONTRACTOR: The Raise Foundation
_____ 2900 Bristol Street, Suite J-201
_____ Costa Mesa, CA -92626

10.2 All notices shall be deemed effective when in writing and ~~deposited when:~~

10.2.1 Deposited in the United States mail, first class, postage prepaid and addressed as ~~above. Any communications, including notices, requests, claims, correspondence, reports, and~~ shown in the Subparagraph 10.1;

10.2.2 Sent by Email;

10.2.3 Faxed and transmission confirmed; or statements authorized

10.2.4 ~~Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or required by this Agreement addressed in any other fashion shall be deemed not given. expedited delivery service.~~

~~9.2~~10.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

~~10.11.~~ 11. NOTICE OF DELAYS

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

~~11.12.~~ 12. INDEMNIFICATION

~~11.12.1~~ 12.12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

~~12.13.~~ 13. INSURANCE

~~12.13.1~~ 13.13.1 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

1 subcontractors performing work on behalf of CONTRACTOR pursuant to this
 2 Agreement shall obtain insurance subject to the same terms and conditions as set
 3 forth herein for CONTRACTOR.
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 6 12.213.2 CONTRACTOR shall ensure that all subcontractors performing work on
 7 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
 8 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
 9 to the same terms and conditions as set forth herein for CONTRACTOR.
 10 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
 11 than the level of coverage required by COUNTY from CONTRACTOR under this
 12 Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
 13 requirements to every subcontractor and to receive proof of insurance prior to
 14 allowing any subcontractor to begin work. Such proof of insurance must be
 15 maintained by CONTRACTOR through the entirety of this Agreement for inspection
 16 by COUNTY representative(s) at any reasonable time.
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 20 12.313.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
 21 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand
 22 dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager,
 23 or designee, upon review of CONTRACTOR's current audited financial report. If
 24 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without
 25 limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the
 26 following:
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12.3.113.3.1 In addition to the duty to indemnify and hold COUNTY harmless
 against any and all liability, claim, demand or suit resulting from
 CONTRACTOR's, its agent's, employee's or subcontractor's performance
 of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost
 and expense with counsel approved by Board of Supervisors against same;
 and

12.3.213.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute
 and irrespective of any duty to indemnify or hold harmless; and

12.3.313.3.3 -The provisions of California Civil Code Section 2860 shall apply to
 any and all actions to which the duty to defend stated above applies, and

~~CONTRACTOR'S~~ ~~CONTRACTOR'S~~ SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

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

##

~~12.5~~13.5 Qualified Insurer

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

~~12.6~~13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ~~rating ratings~~.

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

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

~~12.8~~13.8 Required Coverage Forms

~~12.8.1~~13.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability

coverage at least as broad.

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

12.913.9 Required Endorsements

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

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

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

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

12.1113.10 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

12.1213.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the

COUNTY may suspend or terminate this Agreement.

~~12.13~~13.12 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

~~12.14~~13.13 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph ~~9~~10 of this Agreement.

~~12.15~~13.14 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.

~~12.16~~13.15 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

~~12.17~~13.16 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

~~12.18~~13.17 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

~~13.14.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

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14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance under this Agreement. While CONTRACTOR is required to provide

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this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

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

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

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

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

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

~~14.~~15. CONFLICT OF INTEREST

~~14.1~~15.1 ~~The~~ CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with ~~the best~~ COUNTY interests ~~of COUNTY. This.~~ In addition to the CONTRACTOR, this obligation shall apply to ~~CONTRACTOR~~, CONTRACTOR's employees, agents, and subcontractors associated with ~~accomplishing work~~ the provision of goods and services ~~hereunder provided under this Agreement.~~ The CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to prevent~~ rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers ~~from acting~~ in the ~~best interests~~ performance of ~~COUNTY~~ their duties.

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

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~~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.~~ EQUIPMENT

~~17.18.1~~ All items purchased with funds provided under this Agreement, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

~~17.1.1~~18.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.

~~17.1.2~~18.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request ~~therefore~~.

~~17.1.3~~18.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

~~17.1.4~~18.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.

~~17.2~~18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

~~17.3~~18.3 ~~Personal~~ Computer Equipment

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

~~18.19.~~ BREACH SANCTIONS

~~18.1~~19.1 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:

##

~~18.1.1~~19.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

~~18.1.2~~19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

~~18.1.3~~19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph ~~19.1.2~~18.1.2 above.

~~18.2~~19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

~~19.20.~~ PAYMENTS

~~19.1~~20.1 -Maximum Contractual Funding Obligation

-The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$922,209~~404,328, or actual allowable costs, whichever is less.

The estimated annual amount for each twelve (12) month period is as follows:

~~19.1.1~~20.1.1 \$~~307,403~~202,164 for July 1, ~~2018~~2022, through June 30, ~~2019~~2023;
and

~~19.1.2~~—\$307,403202,164 for July 1, ~~2019~~2023, through June 30, ~~2020~~; and

~~19.1.3~~20.1.2 \$307,403 for July 1, ~~2020~~ through June 30, ~~2021~~2024.

~~19.2~~20.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, ~~in~~at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by

1 CONTRACTOR for June ~~2019, June 2020 and June~~ 2021, during the month of such
 2 anticipated expenditure.
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5 19.320.3 Match
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7 In providing services pursuant to this Agreement, CONTRACTOR shall provide a
 8 match in an amount no less than ten percent (10%) of the amount paid to
 9 CONTRACTOR by COUNTY ~~during~~ each year covered by this Agreement.
 10 CONTRACTOR shall not use government funds to provide its match without prior
 11 written approval by the government agency providing the funds and
 12 ADMINISTRATOR. The match shall be reflected on the monthly invoice and shall
 13 be deducted from payments made by COUNTY to CONTRACTOR. In the event
 14 there is a portion of the match unpaid at the termination of this Agreement, it shall be
 15 deducted from any monies owed CONTRACTOR by COUNTY, or paid to
 16 COUNTY upon demand.
 17

18 19.420.4 Claims
 19

20 19.4.120.4.1 CONTRACTOR shall submit monthly claims to be received by
 21 ADMINISTRATOR no later than the twentieth (20th) calendar day of the
 22 month for expenses incurred in the preceding month, except as detailed
 23 below in Subparagraph 20.4.4. In the event the twentieth (20th) calendar
 24 day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit
 25 the claim the next business day. COUNTY holidays include New Year's
 26 Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents'
 27 Day, Memorial Day, Independence Day, Labor Day, Columbus Day,
 28 Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and
 Christmas Day.

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

1 that CONTRACTOR must submit shall be determined by
 2 ADMINISTRATOR and/or COUNTY's Auditor-Controller.
 3 CONTRACTOR shall retain all financial records in accordance with
 4 Paragraph ~~25~~26 of this Agreement.
 5

6
 7 ~~19.4.3~~20.4.3 Payments should be released by COUNTY within a reasonable time
 8 period of approximately thirty (30) days after receipt of a correctly
 9 completed claim form and required supporting documentation.
 10

11 ~~19.4.4~~20.4.4 Year-End and Final Claims
 12

13 ~~19.4.4.1~~20.4.4.1 During each COUNTY fiscal year, July 1 through June
 14 30, covered under the term of this Agreement, COUNTY may
 15 establish two (2) billing periods (June 1st through June 15th and
 16 June 16th through June 30th) for the month of June which shall
 17 require CONTRACTOR submit separate invoice claims for each
 18 billing period. In the event COUNTY determines a need for two
 19 (2) billing periods during any or all COUNTY fiscal years,
 20 COUNTY will provide written notification to CONTRACTOR by
 21 the 15th of May of each corresponding fiscal year, which will
 22 inform CONTRACTOR of applicable invoice claim deadlines.
 23

24 ~~19.4.4.2~~20.4.4.2 CONTRACTOR shall submit a final claim for each
 25 COUNTY fiscal year, July 1 through June 30, covered under the
 26 term of this Agreement, as stated in Paragraph ~~1,1~~, by no later than
 27 August 30th of each corresponding COUNTY fiscal year.- Claims
 28 received after August 30th of each corresponding COUNTY fiscal
 year may, at ADMINISTRATOR's sole discretion, not be
 reimbursed. ADMINISTRATOR may modify the date upon which
 the final claim per each COUNTY fiscal year must be received,
 upon written notice to CONTRACTOR.

~~19.4.4.3~~20.4.4.3 The basis for final settlement shall be the actual
 allowable costs as defined in Title 45 CFR and 2 CFR, Part 200,
 incurred and paid by CONTRACTOR pursuant to this Agreement;
 limited, however, to the maximum funding obligation of
 COUNTY. In the event that any overpayment has been made,

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

20-21. OVERPAYMENTS

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

21-22. OUTSTANDING DEBT

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

22-23. REVENUE

22-23.1 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Agreement, excluding any funds specified as a CONTRACTOR match under this Agreement, such monies shall be considered to be a cost off-set and treated as a reduction against the amount claimed by CONTRACTOR.

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~~22.2~~ CONTRACTOR is not required to apply grants or gifts which are unrestricted in use

~~to any cost or expense of CONTRACTOR in which COUNTY participates.~~

23.24. FINAL REPORT

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

24.25. INDEPENDENT AUDIT

~~24.125.1~~ -CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with ~~the~~ 31 USC 7501 – 7507, as well as its implementing regulations under 2 ~~CRFCFR~~ Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor’s Report of CONTRACTOR’s financial statements. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

~~24.225.2~~ It is mutually understood that CONTRACTOR’s yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR’s receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR’s audit submission deadline upon

notice to CONTRACTOR.

25-26. RECORDS, INSPECTIONS, AND AUDITS

25-126.1 Financial Records

25-1-126.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

25-1-226.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

25-226.2 Client Records

25-2-126.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

25-2-226.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph ~~42.2-~~**Error! Reference source not found.**

25-2-326.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within

1 the provisions of this Agreement.

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3 25.326.3 Public Records

4 To the extent permissible under the law, all records, including, but not limited to,
5 reports, audits, notices, claims, statements, and correspondence, required by this
6 Agreement, may be subject to public disclosure. COUNTY will not be liable for any
7 such disclosure.
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11 25.426.4 Inspections and Audits

12 25.4.126.4.1 The U.S. Department of Health and Human Services, Comptroller
13 General of the United States, Director of CDSS, State Auditor-General,
14 ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
15 Department, or any of their authorized representatives, shall have access to
16 any books, documents, papers, and records, including medical records, of
17 CONTRACTOR which any of them may determine to be pertinent to this
18 Agreement. Further, all the above mentioned persons have the right at all
19 reasonable times to inspect or otherwise evaluate the work performed or
20 being performed under this Agreement and the premises in which it is being
21 performed.
22

23 25.4.226.4.2 CONTRACTOR shall make its books and records available within the
24 borders of Orange County within ten (10) days of receipt of written demand
25 by ADMINISTRATOR.
26

27 25.4.326.4.3 In the event CONTRACTOR does not make available its books and
28 financial records within the borders of Orange County, CONTRACTOR
agrees to pay all necessary and reasonable expenses incurred by COUNTY,
or COUNTY's designee, necessary to obtain CONTRACTOR's books and
records.

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

~~25.5~~26.5 Evaluation Studies

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

~~26.27.~~ PERSONNEL DISCLOSURE

~~27.1~~ This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 7 of Attachment A (hereinafter referred to as "Personnel").

~~26.1~~27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

~~26.1.1~~27.2.1 Names and dates of birth of all ~~full-or-part-time personnel by title,~~ Personnel by title, whose direct services are required to provide the programs described herein;

~~26.1.2~~27.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time ~~personnel~~Personnel, each day or month, as appropriate;

~~26.1.3~~27.2.3 The professional degree, if applicable, and experience required for each position; and

~~26.1.4~~27.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

~~26.2~~27.3 Where authorized by law, and in a manner consistent with California Government Code §Section 12952, CONTRACTOR shall require prospective ~~employees~~Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective ~~employee~~Personnel shall be cause for termination from the performance of services under this Agreement.

~~26.3~~27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of

1 birth for all ~~employees and/or volunteers~~Personnel who will have direct, interactive
 2 contact with clients served through this Agreement: U.S. Department of Justice
 3 National Sex Offender Website (~~www.nsopw.gov~~)(www.nsopw.gov) and Megan's
 4 Law Sex Offender Registry (~~www.meganslaw.ca.gov~~).

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 7 26.427.5 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.,~~
 10 ~~volunteers, in-kind staff, etc.)~~Personnel who will have direct, interactive contact with
 11 clients served through this Agreement. ~~Background checks conducted through the~~
 12 California Department of Justice shall include a check of the California Central Child
 13 Abuse Index, when applicable. ~~Candidates will satisfy background checks~~
 14 consistent with this Paragraph and their performance of services under this
 15 Agreement.

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 18 26.527.6 CONTRACTOR shall ensure that clearances and background checks
 19 described in Subparagraphs 26.327.4 and 26.427.5 are completed prior to
 20 CONTRACTOR's ~~personnel~~Personnel providing services under this Agreement.

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 22
 23 26.627.7 In the event a record is revealed through the processes described in
 24 Subparagraphs ~~26.327.4~~ and ~~26.4, 27.5~~, COUNTY will be available to consult with
 25 CONTRACTOR on appropriateness of ~~personnel~~Personnel providing services
 26 through this Agreement.

27
 28 26.727.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~Personnel
 assigned by CONTRACTOR to provide services under this Agreement have
 satisfactory past work records and/or reference checks indicating their ability to
 perform the required duties and accept the kind of responsibility anticipated under
 this Agreement. CONTRACTOR shall maintain records of background
 investigations and reference checks undertaken and coordinated by CONTRACTOR
 for ~~each employee and/or volunteer~~Personnel assigned to provide services under this
 Agreement, for a minimum of five (5) years from the date of final payment under this
 Agreement, or until all pending COUNTY, State, and federal audits are completed,

whichever is later, in compliance with all applicable laws.

~~26.8~~27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid employee and/or volunteer staff~~Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such ~~employee and/or volunteer~~Personnel may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~18~~19 above.

~~26.9~~27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's ~~staff~~Personnel performing work hereunder, and any proposed changes in CONTRACTOR's ~~staff~~Personnel.

~~26.10~~27.11 COUNTY shall have the right to require CONTRACTOR to remove any ~~employee~~Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~Personnel.

~~26.11~~27.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~Personnel is terminated for cause from working on this Agreement.

~~26.12~~27.13 Disqualification, if any, of CONTRACTOR ~~staff~~Personnel, pursuant to this Paragraph ~~26.27~~ shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

27.28. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324

1 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall
 2 retain all such documentation for all covered employees for the period prescribed by the law.
 3 CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and
 4 hold harmless, COUNTY, and its agents, officers and employees from employer sanctions and
 5 any other liability which may be assessed against CONTRACTOR or COUNTY or both in
 6 connection with any alleged violation of any federal or State statutes or regulations pertaining
 7 to the eligibility for employment of any persons performing work under this Agreement.
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 12 ~~1. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

13 ~~27.1— CONTRACTOR certifies it is in full compliance with all applicable federal and State~~
 14 ~~reporting requirements regarding its employees and with all lawfully served Wage~~
 15 ~~and Earnings Assignment Orders and Notices of Assignments and will continue to~~
 16 ~~be in compliance throughout the term of the Agreement with the County of Orange.~~
 17 ~~Failure to comply shall constitute a material breach of the Agreement and failure to~~
 18 ~~cure such breach within sixty (60) calendar days of notice from the COUNTY shall~~
 19 ~~constitute grounds for termination of the Agreement.~~

20
 21 ~~27.2— In the case of an individual contractor or contractor doing business in a form other~~
 22 ~~than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within~~
 23 ~~thirty (30) days of the award of this Agreement:~~

24 ~~27.2.1— His/her name, date of birth, Social Security Number, and residence address;~~
 25 ~~or~~

26 ~~27.2.2— In the case of a contractor doing business in a form other than as an~~
 27 ~~individual, the name, date of birth, Social Security Number, and residence~~
 28 ~~address of each individual who owns an interest of ten percent (10%) or~~
~~more in the contracting entity.~~

~~27.3— 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.~~

28-29. 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

1 Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07
 2 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall
 3 require such employees, agents, subcontractors, and all other individuals performing services
 4 under this Agreement to sign a statement acknowledging the child abuse reporting
 5 requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent
 6 adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and
 7 shall comply with the provisions of these code sections, as they now exist or as they may
 8 hereafter be amended.
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14 29.30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY

15 LAW

16 CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the
 17 Safely Surrendered Baby Law, its implementation in Orange County, and where and how to
 18 safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov
 19 for printing purposes. The information shall be posted in all reception areas where clients are
 20 served.
 21

22 30.31. CONFIDENTIALITY

23 30.431.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant
 24 to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all
 25 other provisions of law, and regulations promulgated thereunder relating to privacy
 26 and confidentiality, as each may now exist or be hereafter amended.
 27

28 30.231.2 All records and information concerning any and all persons referred to
 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept
 confidential by CONTRACTOR and CONTRACTOR's employees, agents,
 subcontractors, and all other individuals performing services under this Agreement.
 CONTRACTOR shall require all of its employees, agents, subcontractors, and all
 other individuals performing services under this Agreement to sign an agreement
 with CONTRACTOR before commencing the provision of any such services,
 agreeing to maintain confidentiality pursuant to State and federal law and the terms
 of this Agreement.

30.331.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and

1 all other individuals performing services under this Agreement of this provision and
 2 that any person violating the provisions of said California state law may be guilty of
 3 a crime.
 4

5 ~~30.4~~31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be
 6 subject to the confidentiality requirements of this Agreement.
 7

8 ~~30.5~~31.5 CONTRACTOR agrees to maintain the confidentiality of its records with
 9 respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable
 10 statutes, caselaw, and Orange County Juvenile Court Policy regarding
 11 Confidentiality, as it now exists or may hereafter be amended.
 12

13 ~~30.5.1~~31.5.1 No access, disclosure, or release of information regarding a child who
 14 is the subject of Juvenile Court proceedings shall be permitted except as
 15 authorized. If authorization is in doubt, no such information shall be
 16 released without the written approval of a Judge of the Juvenile Court.
 17

18 ~~30.5.2~~31.5.2 CONTRACTOR must receive prior written approval of the Juvenile
 19 Court before allowing any child to be interviewed, photographed, or
 20 recorded by any publication or organization, or to appear on any radio,
 21 television, or internet broadcast or make any other public appearance. Such
 22 approval shall be requested through child's Social Worker.
 23

24 ~~31.32.~~ 32. SECURITY

25 ~~31.1~~ 32.1 Security Requirements

26 ~~31.1.1~~32.1.1 CONTRACTOR agrees to maintain the confidentiality of all
 27 COUNTY and COUNTY-related records and information pursuant to all
 28 statutory laws relating to privacy and confidentiality that currently exists or
 exists at any time during the term of this Agreement. CONTRACTOR
 represents and warrants that it has implemented and will maintain during the
 term of this Agreement administrative, physical, and technical safeguards to
 reasonably protect private and confidential client information, to protect
 against anticipated threats to the security or integrity of COUNTY data, and
 to protect against unauthorized physical or electronic access to or use of
 COUNTY data. Such safeguards and controls shall include at a minimum:

~~31.1.1.1~~32.1.1.1 Storage of confidential paper files that ensures records

1 are secured, handled, transported, and destroyed in a manner that
2 prevents unauthorized access.

3 ~~31.1.1.2~~32.1.1.2 Control of access to physical and electronic records to
4 ensure COUNTY data is accessed only by individuals with a need
5 to know for the delivery of contract services.

6 ~~31.1.1.3~~32.1.1.3 Control to prevent unauthorized access and to prevent
7 CONTRACTOR employees from providing COUNTY data to
8 unauthorized individuals.

9 ~~31.1.1.4~~32.1.1.4 Firewall protection.

10 ~~31.1.1.5~~32.1.1.5 Use of encryption methods of electronic COUNTY
11 data while in transit from CONTRACTOR networks to external
12 networks, when applicable.

13 ~~31.1.1.6~~32.1.1.6 Measures to securely store all COUNTY data,
14 including, but not be limited to, encryption at rest and multiple
15 levels of authentication and measures to ensure COUNTY data
16 shall not be altered or corrupted without COUNTY's prior written
17 consent. CONTRACTOR further represents and warrants that it
18 has implemented and will maintain during the term of this
19 Agreement administrative, technical, and physical safeguards and
20 controls consistent with State and federal security requirements.

21 ~~31.2~~32.2 Security Breach Notification

22 ~~31.2.1~~32.2.1 CONTRACTOR shall have policies and procedures in place for the
23 effective management of Security Breaches, as defined below. In the event
24 of any actual, attempted, suspected, threatened, or reasonably foreseeable
25 circumstance CONTRACTOR experiences or learns of that either
26 compromises or could reasonably be expected to comprise COUNTY data
27 through unauthorized use, disclosure, or acquisition of COUNTY data
28 (“Security Breach”), CONTRACTOR shall immediately notify COUNTY
of its discovery. After such notification, CONTRACTOR shall, at its own
expense, immediately:

##

~~31.2.1.1~~32.2.1.1 Investigate to determine the nature and extent of the

Security Breach.

~~31.2.1.2~~32.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

~~31.2.1.3~~32.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

~~31.2.2~~32.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

~~32.33.~~ 33. COPYRIGHT ACCESS

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

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~~33.34.~~ 34. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this

1 Agreement shall impair any such right or power or be construed to be a waiver thereof. A
 2 waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be
 3 performed by the other shall not be construed to be a waiver of any succeeding breach thereof,
 4 or of any other covenant, condition, or agreement herein contained.
 5

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 7 ~~2. PETTY CASH~~

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

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 11 34.35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

12 34.135.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The
 13 use and/or reproduction of COUNTY's name, logos, or symbols for any purpose,
 14 including commercial advertisement, promotional purposes, announcements,
 15 displays, or press releases, without COUNTY's prior written consent is expressly
 16 prohibited.
 17

18 34.235.2 CONTRACTOR may develop and publish information related to this
 19 Agreement where all of the following conditions are satisfied:

20 34.2.135.2.1 ADMINISTRATOR provides its written approval of the content and
 21 publication of the information at least thirty (30) days prior to
 22 CONTRACTOR publishing the information, unless a different timeframe
 23 for approval is agreed upon by the ADMINISTRATOR;

24 34.2.235.2.2 Unless directed otherwise by ADMINISTRATOR, the information
 25 includes a statement that the program, wholly or in part, is funded through
 26 County, State, and Federal Government funds;

27
 28 ##

34.2.335.2.3 The information does not give the appearance that the COUNTY, its
 officers, employees, or agencies endorse:

34.2.3.135.2.3.1 Any commercial product or service; and;

34.2.3.235.2.3.2 Any product or service provided by CONTRACTOR,
 unless approved in writing by ADMINISTRATOR; and

34.2.435.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter,
 YouTube, or other publicly available social media sites) to publish
 information related to this Agreement, CONTRACTOR shall develop social

1 media policies and procedures and have them available to the
 2 ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social
 3 Media Use Policy and Procedures as they pertain to any social media
 4 developed in support of the services described within this Agreement. The
 5 policy is available on the Internet at
 6 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.
 7 <https://cio.ocgov.com/egovernment-policies>.

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 11 35.36. REPORTS

12 35.136.1 CONTRACTOR shall provide information deemed necessary by
 13 ADMINISTRATOR to complete any State-required reports related to the services
 14 provided under this Agreement.
 15

16 35.236.2 CONTRACTOR shall maintain records and submit reports containing such
 17 data and information regarding the performance of CONTRACTOR's services, costs,
 18 ~~time studies for funded staff positions~~ or other data relating to this Agreement, as
 19 may be requested by ADMINISTRATOR, upon a form approved by
 20 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this
 21 Paragraph upon written notice to CONTRACTOR.
 22

23 36.37. ENERGY EFFICIENCY STANDARDS

24 As applicable, CONTRACTOR shall comply with the mandatory standards and
 25 policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).
 26

27 ##

28 37.38. ENVIRONMENTAL PROTECTION STANDARDS

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

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

37.238.2 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

1 be utilized for the grant is under consideration to be listed on the EPA List of
 2 Violating Facilities; and
 3

4 ~~37.338.3~~ It will notify COUNTY and EPA about any known violation of the above
 5 laws and regulations.
 6

7 38.39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
 8 CERTAIN FEDERAL TRANSACTIONS
 9

10 ~~38.139.1~~ CONTRACTOR shall be in compliance with Section 319 of Public Law 101-
 11 121 pursuant to ~~Title 31 USC Section 1352 and the guidelines with respect to those~~
 12 ~~provisions set down by the OMB and published in the Federal Register dated~~
 13 ~~December 20, 1989, Volume 54, No. 243, pp. 52306-52332, Section 1352, Title 31,~~
 14 ~~U.S. Code.~~ Under these laws and regulations, it is mutually understood that any
 15 contract which utilizes federal monies in excess of \$100,000 must contain, and
 16 CONTRACTOR must certify compliance utilizing a form provided by
 17 ADMINISTRATOR that ~~cites~~includes the ~~following text below in Subparagraphs~~
 18 ~~1.1.1 -39.1.1.4.~~
 19

20 ~~38.1.1~~—The ~~definitions and prohibitions contained in the clause at Federal~~
 21 ~~Acquisition Regulation 52.203-12, Limitation on Payments to Influence~~
 22 ~~Certain Federal Transactions, included in this solicitation, are hereby~~
 23 ~~incorporated by reference in Subparagraph B of this certification.~~
 24

25 ~~38.1.239.1.1~~ ~~The offeror, by signing its offer, hereby~~undersigned certifies to the
 26 best of his or her knowledge and belief ~~as of December 23, 1989, that:~~
 27

28 ~~38.1.2.139.1.1.1~~ No federal appropriated funds have been paid or will
 be paid, by or on behalf of the undersigned, to any person for
 influencing or attempting to influence an officer or employee of
~~anyan~~ 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;.

~~38.1.2.2~~39.1.1.2 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~~Agreement, grant, loan, or cooperative agreement, the ~~offeror~~undersigned shall complete and submit ~~with its offer, OMB standard form Standard Form-LLL, "Disclosure of Form to Report Lobbying Activities, to the Contracting Officer; and,"~~ in accordance with its instructions.

~~38.1.2.3~~39.1.1.3 ~~He or she will include~~The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards subawards at any tier all tiers (including subcontracts, subgrants, and require that all recipients of subcontract awards in excess of \$100,000 contracts under grants loans and cooperative agreements) and that subrecipients shall certify and disclose accordingly.

~~38.1.2.4~~39.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification ~~and disclosure~~ is a prerequisite for making or entering into this ~~Agreement~~transaction imposed by Section 1352, Title 31, ~~USC U.S. Code~~. 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,~~the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

39.40. 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.

1 40.41. TERMINATION PROVISIONS

2
3 40.441.1 ADMINISTRATOR may terminate this Agreement without penalty,
4 immediately with cause or after thirty (30) days written notice without cause, unless
5 otherwise specified. Notice shall be deemed served on the date of mailing. Cause
6 shall include, but not be limited, to any breach of contract, any partial
7 misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR,
8 discontinuance of the services for reasons within CONTRACTOR's reasonable
9 control, and repeated or continued violations of COUNTY ordinances unrelated to
10 performance under this Agreement that, in the reasonable opinion of COUNTY,
11 indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise
12 by ADMINISTRATOR of the right to terminate this Agreement shall relieve
13 COUNTY of all further obligations under this Agreement.

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20 40.241.2 For ninety (90) calendar days prior to the expiration date of this Agreement,
21 or upon notice of termination of this Agreement ("Transition Period"),
22 CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer
23 of service responsibilities, case records, and pertinent documents. The Transition
24 Period may be modified as agreed upon in writing by the parties. During the
25 Transition Period, service and data access shall continue to be made available to
26 COUNTY without alteration. CONTRACTOR also shall assist COUNTY in
27 extracting and/or transitioning all data in the format determined by COUNTY.
28

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

40.441.4 The obligations of COUNTY under this Agreement are contingent upon the
availability of federal and/or State funds, as applicable, for the reimbursement of
CONTRACTOR's expenditures, and inclusion of sufficient funds for the services
hereunder in the budget approved by the Orange County Board of Supervisors each
fiscal year this Agreement remains in effect or operation. In the event that such

funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum funding obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination.- CONTRACTOR shall immediately comply with ADMINISTRATOR’s decision.

40.541.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

41.42. GOVERNING LAW AND VENUE

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

42.43. SIGNATURE IN COUNTERPARTS

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

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

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

By: _____ By: _____
~~ELDON BABER CHAIRMAN~~
~~EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS~~

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement dated July 1, 2022, in the County of Orange, California. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: THE RAISE FOUNDATION _____ 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

Print Name _____ Title

Signature _____ Date

Print Name _____ Title

Signature _____ Date

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County of the Board
Orange County, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____ Deputy Purchasing Agent
Print Name _____ Title

_____ _____
Signature _____ Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By:
_____ DEPUTY

Dated:—

EXHIBIT

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Print Name

Title

Signature

Date

ATTACHMENT A
TO
AGREEMENT
BETWEEN
COUNTYSCOPE OF ORANGEWORK
AND
FOR THE RAISE FOUNDATION

TO CONVENE THE CHILD ABUSE PREVENTION COUNCIL

1. **PURPOSE**

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

2. **CONTRACTOR'S RESPONSIBILITIESRESPONSIBILITY**

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

2.1.1 Pursuant to Welfare and Institutions Code (WIC) Section 18983.6, develop and maintain a protocol for interagency coordination and provide yearly reports to the Orange County Board of Supervisors which shall include the COUNCIL's actions, activities, accomplishments and recommendations. The yearly report shall be completed for each contract year. CONTRACTOR shall submit the report to ADMINISTRATOR for review and approval ~~prior to submission to the Orange County Board of Supervisors~~ by ~~August~~September 15 each contract year, or as mutually agreed upon with ADMINISTRATOR.

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

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

2.1.2.2 Promote public awareness, to include but not be limited to community presentations, of the abuse and neglect of children,

- and the resources available for intervention and treatment~~;~~
- 2.1.2.3 Encourage and facilitate training of professionals in the detection, treatment, and prevention of child abuse and neglect~~;~~
- 2.1.2.4 Recommend improvements in services to families and victims~~;~~
- 2.1.2.5 Encourage and facilitate community support for child abuse and neglect programs.
- 2.1.3 Provide leadership by facilitating and/or encouraging other community organizations in the development of community-based child abuse prevention programs that are readily accessible to families.
- 2.1.4 Develop and maintain COUNCIL website that includes information such as general description of CONTRACTOR, ~~the quarterly newsletter, any council subcommittees, meeting agendas and minutes,~~ training ~~or~~ and conference schedules, volunteer and committee opportunities ~~and committees,~~ and other information as referenced in Subparagraph ~~2.1.22.1.2.~~
- 2.1.5 Coordinate community resources necessary to provide services to new high-risk parents that have one or more risk factors associated with compromised well-being or child maltreatment including, but not limited to, parental substance abuse, young parental age, parental mental health concerns, exposure to violence, and parental or child disabilities.
- 2.1.6 Provide printed information on positive parenting, child safety, and child abuse awareness to families identified as at risk of child abuse.
- 2.1.7 Maintain ~~COUNCIL~~ Council mailing list.
- ~~2.1.8 — Develop and distribute quarterly newsletters. Contractor shall obtain ADMINISTRATOR approval as to content before distribution.—~~
- 2.2 Pursuant to WIC Section 18982.3, CONTRACTOR may form committees to carry out specific functions, such as the following:
- 2.2.1 Interagency coordination committees;
- 2.2.2 Multidisciplinary personnel teams;
- 2.2.3 Professional training committees;

- 2.2.4 Public awareness committees;
- 2.2.5 Service improvement committees;
- 2.2.6 Advocacy committees; and
- 2.2.7 Fundraising committees.
- 2.3 Coordinate and conduct Child Abuse Prevention Month activities and events in March or April of every year of the term of this Agreement, including but not limited to hosting a community based public awareness event, open to all county residents, as a kick-off event to Child Abuse Prevention Month.
- 2.4 Distribute child abuse prevention materials on an ongoing basis throughout the term of this Agreement at community events such as, but not limited to, health, outreach and public information fairs; via Family Resource Centers located in Orange County; and through Public Service Information announcements and social media including COUNCIL website. Child abuse prevention materials shall include but not be limited to:
- 2.4.1 Brochures, flyers, and posters;
- 2.4.2 Promotional items; and
- 2.4.3 Age-appropriate parenting tips and parenting best practices.
- 2.5 Develop and maintain at least twelve (12) Memorandums of Understanding with family-strengthening agencies on the distribution of child abuse prevention literature.
- 2.6 Provide a minimum of three thousand (3,000) person-hours of accredited training to professionals eligible to receive professional Continuing Education Units (CEU) or representative of professional groups indicated by WIC Section 18982.1, every year of the term of this Agreement. ~~Continuing Medical Education (CME); Continuing Education Unit (CEU)~~
- 2.6.1 Twelve hundred (1,200) of the person-hours of accredited training will be distributed as CEU hours to eligible professionals.
- 2.6.2 CEU's for social workers or nurses, ~~and~~ Peace Officer Standards and Training ~~(POST) credits or~~, Continuing Legal Education, Continuing Medical Education for medical professionals, continuing education for

Speech-Language Pathologists, continuing education for Physical Therapists, and continuing education for Teachers will all count as accredited training. ~~All credits~~

2.6.3 Training may be in person or online and the ~~distributed number of attendees eligible to receive continuing education credits times the number of credits offered per training~~ will remain the outcome measure regardless of event attendance. Additional ~~credit~~ CEU types may be approved in advance by the ADMINISTRATOR.

3. HOURS OF OPERATION

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

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~1819~~, and shall not be reimbursed. CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

4. FACILITIES

Administrative services under this Agreement shall be provided at:

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

CONTRACTOR ~~and ADMINISTRATOR may mutually agree in writing as to~~
~~the shall provide~~ facility(ies) ~~and location(s) where for administering the~~ services under
this Agreement. CONTRACTOR's facilities shall be provided without changing
~~COUNTY's maximum obligations~~safe, clean, and maintained in compliance with all
applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist
or may be subsequently amended.

5. COUNCIL MEMBERSHIP

5.1 ——— In accordance with WIC Section 18982.1, CONTRACTOR shall ensure comprehensive membership representation from the following on the Child Abuse Prevention Council (CAPC):

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

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

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

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

5.2 Upon request of ADMINISTRATOR, CONTRACTOR shall prepare and submit a plan outlining recruitment, including efforts to obtain members from unrepresented categories as described in Subparagraphs ~~5-15.1.1~~ through ~~5-45.1.4~~ above, and retention of CAPC members.

6. BUDGET

6.1 The annual budget for services provided pursuant to Exhibit A of this Agreement

is set forth as follows:

		Maximum	
		Hourly	
<u>Salaries/Benefits</u>	<u>FTE</u> ⁽¹⁾	<u>Rate</u> ⁽²⁾	<u>Budget Amount</u>
Executive Director	0.60	\$58.50	\$60,478.00
Program Director	0.50	30.00	27,050.00
Program Coordinator	1.00	23.50	45,053.00
Program Associate	1.00	20.50	38,626.00
Operations Director	0.30	30.00	16,548.00
Accountant/Finance Manager	0.25	35.00	19,308.00
SUB-TOTAL SALARIES			\$207,063.00
			<u>33,161</u>
Benefits ⁽³⁾ (19.5669%)			40,490.00
			<u>26,221</u>
Volunteers (In-Kind Match)			30,740.00
			<u>20,216</u>
SUB-TOTAL SALARIES AND BENEFITS			\$278,293.00
			<u>179,598</u>
<u>Program Expenses</u> ⁽⁴⁾			<u>\$4,375</u>
Telephone		\$1,800.00	
		0	
Postage			2,500.00
Mileage ⁽⁴⁾			2,352.00
SUB-TOTAL PROGRAM EXPENSES			\$6,652.00
<u>Operating Expenses</u> ⁽⁵⁾			<u>\$20,516</u>
Accounting and Audit			\$3,180.00
Office Supplies			2,000.00
CRB0218CJB3222			3 5 1814

Copier Expense	2,500.00
Computer Website & Maintenance	6,047.00
Utilities	2,122.00
Office Rent	12,500.00
Liability Insurance	2,849.00
SUB-TOTAL OPERATING EXPENSES	\$31,198.00
IV. <u>Services and Supplies</u> ⁽⁶⁾	\$7,891
Prevent Child Abuse Training Network	\$3,000.00
Public Awareness Campaigns	9,000.00
SUB-TOTAL SERVICES AND SUPPLIES	\$12,000.00
<u>Training</u> ⁽⁵⁾	\$10,000.00
SUB-TOTAL <u>Training</u> EXPENSES⁽⁷⁾	\$10,000
GRAND-TOTAL	\$338,143.00
Less In-Kind Match (10%) for Volunteers ^{(6) (8)}	(30,740.00) \$(20,216)
TOTAL LINE ITEM ANNUAL BUDGET	<u>\$307,403.00</u>
	<u>02,164</u>
MAXIMUM COUNTY OBLIGATION	<u>\$922,209.00</u>
	<u>04,328</u>

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

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

(3) Medical, long term disability, Employee Benefits include contributions to 401k or retirement plans, employee assistance,; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, SUI, Worker's Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation, Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a

separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed 19.5669% of the actual salary expense claimed.

~~(4) Mileage is-~~ Program Expenses include telephone, postage, and mileage (limited to the amount allowed by IRS-).

~~(5)(5)~~ Operating Expenses include accounting and audit, office supplies, copier expense, computer website and maintenance, utilities, office rent, and liability insurance.

~~(6)~~ Services and Supplies includes Prevent Child Abuse Training Network, and public awareness campaigns.

~~(7)~~ Training line item is limited to reimbursement of \$3.33 per person-hour of accredited training provided as referenced in Subparagraph ~~2.62.6~~, up to a maximum of \$10,000 per contract year.

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

6.2 Expense for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc., will not be eligible for reimbursement under this Agreement unless authorized in writing by the ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

6.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph ~~19.120.1~~ of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph ~~41.442.4~~ of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph ~~19.120.1~~, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this ~~Exhibit A~~ Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in

disallowance of reimbursement for those costs.

- 6.4 In the event that the annual budget referenced in Subparagraph ~~6-16.1~~ is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. The annual budget beginning on July 1st of each fiscal year shall be identical to the most recently modified annual budget. Under no circumstances shall funds unspent in one fiscal year carry over to another fiscal year.

~~3.~~ STAFF

~~7.~~ STAFFING REQUIREMENTS

~~7.1~~ CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to fulfill service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English.

~~7.2~~ CONTRACTOR shall use a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand, the diversity of cultures which can be found among the County's population identified in the Attachments.

~~6.57.3~~ Contractor shall provide the following described staff positions:

~~6.5-17.3.1~~ Executive Director

Duties:

~~6.5-1-17.3.1.1~~ Serve as liaison between COUNCIL and Orange County Board of Supervisors, ADMINISTRATOR and other public and private agencies.

~~6.5-1-27.3.1.2~~ Supervise coordination of COUNCIL meetings, and COUNCIL supported public awareness events and activities.

~~6.5-1-37.3.1.3~~ Serve on community boards, task forces, steering and other pertinent committees as time permits.

~~6.5-1-47.3.1.4~~ Ensure timely preparation and submittal to

ADMINISTRATOR of the COUNCIL’s Annual Report to Board of Supervisors.

~~6.5.1.5~~ 7.3.1.5 Provide oversight for organizational operations and supervision of staff.

~~Minimum~~ Qualifications:

~~6.5.1.6~~ 7.3.1.6 Bachelor’s degree in one of the Humanities, Business Administration or Public Administration.

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7.3.1.7 Two (2) years of administrative experience in a nonprofit organization.

~~6.5.1.7~~ 7.3.1.8 Two (2) years of administrative experience in a nonprofit organization.

~~6.5.1.8~~ 7.3.1.9 Current knowledge of child abuse issues.

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

7.3.1.11 Public speaking and presentation skills.

7.3.1.12 Knowledge of the non-profit sector.

7.3.1.13 Exhibits leadership ability.

7.3.1.14 Demonstrates initiative and can work independently as well as collaboratively.

7.3.1.15 Strong organizational skills.

~~6.5.1.9~~ 7.3.1.16 Possession of a valid California driver’s license and proof of current automobile insurance.

~~6.5.2.7~~ 3.2 Program Director

Duties:

~~6.5.2.1~~ 7.3.2.1 Provide or coordinate staff support to high-risk parents.

~~6.5.2.2~~ 7.3.2.2 Assist with the recruitment of CAPC members to ensure broad-based community input and support.

~~6.5.2.3~~ 7.3.2.3 Collaborate with family-strengthening agencies in Orange County on the distribution of child abuse prevention

literature (i.e., age-appropriate parenting tips and parenting best practices, child safety, etc.) to families identified as at risk of child abuse/neglect.

~~6.5.2.4~~7.3.2.4 Supervise and coordinate public awareness events for Child Abuse Prevention Month.

~~6.5.2.5~~7.3.2.5 Develop and maintain at least twelve (12) Memorandums of Understanding with family-strengthening agencies on the distribution of child abuse prevention literature.

~~6.5.2.6~~—

~~6.5.2.7~~7.3.2.6 Maintain mailing list for ~~the quarterly newsletter and~~ the training opportunity and other announcements.

Qualifications:

~~6.5.2.8~~7.3.2.7 Bachelor's degree in Business, Human Services, Social Services or related field, or five years (5) of related experience with two (2) years being supervisory experience.

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~~6.5.2.9~~7.3.2.8 Working knowledge of Microsoft (MS) Office (Word, Excel, and Access) and MS Publisher.

~~6.5.2.10~~7.3.2.9 Ability to work collaboratively with members of various public and private community organizations.

~~6.5.2.11~~7.3.2.10 Public speaking and presentation skills.

~~6.5.2.12~~7.3.2.11 Knowledge of the non-profit sector.

~~6.5.2.13~~7.3.2.12 Exhibits leadership ability.

~~6.5.2.14~~7.3.2.13 Strong organizational skills.

~~6.5.2.15~~7.3.2.14 Demonstrates initiative and can work independently as well as collaboratively.

~~6.5.2.16~~7.3.2.15 Possession of a valid California driver's license and proof of current automobile insurance.

~~6.5.3~~7.3.3 Program Coordinator:

-Duties:

~~6.5.3.1~~7.3.3.1 Responsible for day to day planning and

implementation of child abuse awareness prevention activities and events including.

~~6.5.3.2~~

~~6.5.3.3~~ 7.3.3.2 Coordinating and tracking results from annual prevention awareness activities.

~~6.5.3.4~~ 7.3.3.3 Identifying and ensuring availability for prevention awareness resource materials.

~~6.5.3.5~~ ~~Ensuring timely production and dissemination of quarterly COUNCIL newsletter.~~

~~6.5.3.6~~ 7.3.3.4 Conducting community presentations related to child abuse prevention and awareness.

~~6.5.3.7~~ 7.3.3.5 Developing and disseminating prevention month awareness activity calendar.

~~6.5.3.8~~ 7.3.3.6 Working collaboratively with community based organizations to promote child abuse prevention awareness activities and events.

~~6.5.3.9~~ 7.3.3.7 Coordinating trainings.

~~6.5.3.10~~ 7.3.3.8 Coordinating and ensuring participation by members of the community and community partners at outreach fairs and events in the community.

~~6.5.3.11~~ 7.3.3.9 Assisting Program Director in planning, developing and implementing of prevention awareness activities, including data tracking and preparation of program reports.

Minimum Qualifications:

~~6.5.3.12~~ 7.3.3.10 Bachelor's Degree in Human Services, Social Services, Public Health or related field, or

~~6.5.3.13~~ 7.3.3.11 Minimum two (2) years of experience in related work.

~~6.5.3.14~~ 7.3.3.12 Working knowledge of MS Office (Word, Excel) and various software (Adobe Acrobat, etc.).

~~6.5.3.15~~ 7.3.3.13 Ability to work collaboratively with members of

various public and private community organizations.

~~6.5.3.16~~7.3.3.14 Strong organizational skills.

~~6.5.3.17~~7.3.3.15 Demonstrates initiative and ability to work independently as well as collaboratively.

~~6.5.3.18~~7.3.3.16 Public speaking and presentation skills.

~~6.5.3.19~~7.3.3.17 Possession of a valid California driver's license and proof of current automobile insurance.

6.5.47.3.4 Program Associate

Duties:

~~6.5.4.17~~7.3.4.1 Provide support to the Program Coordinator and Program Director in planning and implementing of awareness and prevention activities and events, including.

~~6.5.4.27~~7.3.4.2 Ensure timely updates to COUNCIL website with event information and resource materials.

~~6.5.4.3~~ ~~Develop materials for use in quarterly COUNCIL newsletter.~~

~~6.5.4.47~~7.3.4.3 Prepare and develop awareness materials for placement in community-based publications.

~~6.5.4.57~~7.3.4.4 Provide planning and logistical support for Child Abuse Prevention Month Kick Off event.

~~6.5.4.67~~7.3.4.5 Assist in the coordination and implementation of trainings including location logistics, event support and attendance tracking.

~~6.5.4.77~~7.3.4.6 Attend outreach fairs and community events promoting child abuse prevention awareness materials, parenting materials and community resources.

~~6.5.4.87~~7.3.4.7 Assist in planning, developing and implementing prevention awareness activities, including data tracking and preparation of program reports.

Qualifications:

~~6.5.4.97~~7.3.4.8 Bachelor's Degree in Human Services, Social Services, Public Health or related field, or

~~6.5.4.10~~ 7.3.4.9 Minimum two (2) years of experience in related work.

~~6.5.4.11~~ 7.3.4.10 Working knowledge of MS Office (Word, Excel) and various software (Adobe Acrobat, etc.).

~~6.5.4.12~~ 7.3.4.11 Ability to work collaboratively with members of various public and private community organizations.

~~6.5.4.13~~ 7.3.4.12 Strong ~~organizational skills~~ Organizational Skills.

~~6.5.4.14~~ 7.3.4.13 Ability to take initiative and work independently as well as collaboratively.

~~6.5.4.15~~ 7.3.4.14 Public speaking and presentation skills.

~~6.5.4.16~~ 7.3.4.15 Possession of a valid California driver's license and proof of current automobile insurance.

~~6.5.5.7~~ 3.5 Operations Director:

Duties:

~~6.5.5.17~~ 3.5.1 Assist in management of day-to-day accounting operations and review of all income and expenses.

~~6.5.5.27~~ 3.5.2 Assist in collecting back-up documentation and prepare monthly invoices for approval by the Executive Director and timely submission to ADMINISTRATOR.

~~6.5.5.37~~ 3.5.3 Assist with implementation of internal control systems.

~~6.5.5.47~~ 3.5.4 Assist with preparation for organizational and program audits.

~~6.5.5.57~~ 3.5.5 Provide or ensure telephone coverage for COUNCIL.

~~6.5.5.67~~ 3.5.6 Administer all human resource functions, including administration of benefits, insurance renewals, and payroll. Maintain confidential, locked file data report forms.

~~6.5.5.77~~ 3.5.7 Responsible for ensuring all insurance policies are current and up to date and renewals are processed and provided to ADMINISTRATOR.

Minimum Qualifications:

~~6.5.5.8~~7.3.5.8 Bachelor's degree in Accounting, Business Administration, Finance, or related field, or

~~6.5.5.9~~7.3.5.9 Minimum five (5) years of experience in accounting, office management or related work within the nonprofit environment.

~~6.5.5.10~~7.3.5.10 Working knowledge of MS Office (Word, Excel) and various accounting software.

~~6.5.5.11~~7.3.5.11 Demonstrates initiative and ability to work independently as well as collaboratively.

6.5.6.7.3.6 Accountant/Accounting/Finance Manager:Duties:

~~6.5.6.17~~7.3.6.1 Monitor accounting operations, day-to-day financial operations and all income and expenses recommending improvements and modifications to the Executive Director.

~~6.5.6.27~~7.3.6.2 Oversee accounting department and provide supervision and oversight of all accounting staff.

~~6.5.6.37~~7.3.6.3 Review and approve monthly invoices prior to submittal to COUNTY.

~~6.5.6.47~~7.3.6.4 Review back-up documentation and prepare monthly invoices for approval by the Executive Director, and for timely submission to COUNTY.

~~6.5.6.57~~7.3.6.5 Assist in the preparation of organizational, contract, and proposal budgets including budget analysis, forecast, and strategic plans.

~~6.5.6.67~~7.3.6.6 Oversee implementation of internal control systems.

~~6.5.6.77~~7.3.6.7 Oversee internal audits and cooperate with annual external organizational audits.

Minimum Qualifications:

~~6.5.6.87~~7.3.6.8 Bachelor's degree in Accounting, Business Administration, Finance, or related field preferred.

