

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
THE RAISE FOUNDATION
TO CONVENE CHILD ABUSE PREVENTION COUNCIL

This CONTRACT 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 Contract 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;

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence on July 1, 2022, and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Contract; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Contract may be renewed thereafter for a one-year term upon mutual agreement of both parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

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

4. DESCRIPTION OF SERVICES

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Attachment A to the Contract 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 Contract 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 Contract, 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.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of this Contract, 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 Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. 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. CONTRACTOR 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 Contract, 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 Contracts 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

6.1 Delegation and Assignment

6.1.1 In the performance of this Contract, 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 Contract requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Contract.

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 Contract, and COUNTY agrees to an assignment of the Contract, 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 Contract and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

- 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.
- 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Contract.

8.2 Change in Form of Business Organization

If, during the term of this Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Contract, 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 Contract.

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 Contract. 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.

9. NON-DISCRIMINATION

9.1 In the performance of this Contract, 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.

9.2 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 9 et seq.

9.3 Non-Discrimination in Employment

9.3.1 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).

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

- 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

- 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other 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 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 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 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

90 7th Street, Suite 4-100

San Francisco, CA 94103

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)

10. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contracts 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 when:

10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in the Subparagraph 10.1;

10.2.2 Sent by Email;

10.2.3 Faxed and transmission confirmed; or

10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

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.

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

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 Contract. 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.

13. INSURANCE

13.1 Prior to the provision of services under this Contract, 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 Contract 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 Contract. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same terms and

conditions as set forth herein for CONTRACTOR.

- 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.
- 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Contract, agrees to all of the following:
- 13.3.1 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 Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 13.3.3 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 SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

- 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.
- 13.5 Qualified Insurer
- 13.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- 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

- 13.8 Required Coverage Forms
- 13.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.
- 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

13.9 Required Endorsements

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

13.9.1.1 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.

13.9.1.2 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.

13.10 All insurance policies required by this Contract 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.

13.11 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 Contract.

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).

13.13 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Contract.

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.

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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

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 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

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 Contract. While CONTRACTOR is required to provide 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.

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

14.3 Any third-party claim or lawsuit filed against CONTRACTOR arising from or

relating to services performed by CONTRACTOR under this Contract.

- 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
- 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 Contract.
- 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 contract, regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

- 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The CONTRACTOR's efforts shall include, but not be limited to, establishing 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 in the performance of 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, Contract 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.

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.

17. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Contract with any funds made available under this Contract. 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 Contract, 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.

18. EQUIPMENT

18.1 All items purchased with funds provided under this Contract, 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 Contract. Upon the termination of this Contract, 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:

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

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.

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.

18.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Contract, 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.

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 Contract which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Contract. 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.

18.3 Computer Equipment

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

19. BREACH SANCTIONS

19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. 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 Contract:

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

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

19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2

above.

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.

20. PAYMENTS

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall not exceed the amount of \$404,328, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$202,164 for July 1, 2022, through June 30, 2023; and

20.1.2 \$202,164 for July 1, 2023, through June 30, 2024.

20.2 Allowable Costs

During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Contract, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2021, during the month of such anticipated expenditure.

20.3 Match

In providing services pursuant to this Contract, CONTRACTOR shall provide a match in an amount no less than ten percent (10%) of the amount paid to CONTRACTOR by COUNTY each year covered by this Contract. CONTRACTOR shall not use government funds to provide its match without prior written approval by the government agency providing the funds and ADMINISTRATOR. The match shall be reflected on the monthly invoice and shall be deducted from payments made by COUNTY to CONTRACTOR. In the event there is a portion of the match unpaid at the termination of this Contract, it shall be deducted from any monies owed CONTRACTOR by COUNTY, or paid to COUNTY upon demand.

20.4 Claims

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

20.4.2 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 that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 26 of this Contract.

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

20.4.4 Year-End and Final Claims

20.4.4.1 During each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, COUNTY may establish two (2) billing periods (June 1st through June 15th and June 16th through June 30th) for the month of June which shall require CONTRACTOR submit separate invoice claims for each billing period. In the event COUNTY determines a need for two (2) billing periods during any or all COUNTY fiscal years,

COUNTY will provide written notification to CONTRACTOR by the 15th of May of each corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.

20.4.4.2 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims 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.

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 Contract; 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.

21. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Contract shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Contract, 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.

22. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with 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 Contract.

23. REVENUE

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

24. FINAL REPORT

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

25. INDEPENDENT AUDIT

25.1 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 Contract in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR 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 Contract, 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.

25.2 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 Contract. 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 Contract 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.

26. RECORDS, INSPECTIONS, AND AUDITS

26.1 Financial Records

26.1.1 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 Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

26.1.2 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.

26.2 Client Records

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

26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, 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 Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 41.2.

26.2.3 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 the provisions of this Contract.

26.3 Public Records

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

26.4 Inspections and Audits

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

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

26.4.3 In the event CONTRACTOR does not make available its books and 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.

26.4.4 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 Contract.

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.

27. PERSONNEL DISCLOSURE

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

27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all 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:

27.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

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, each day or month,

- as appropriate;
- 27.2.3 The professional degree, if applicable, and experience required for each position; and
- 27.2.4 The language skill, if applicable, for all Personnel.
- 27.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective 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 Personnel shall be cause for termination from the performance of services under this Contract.
- 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 birth for all Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.
- 27.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 27.7 In the event a record is revealed through the processes described in Subparagraphs 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on

appropriateness of Personnel providing services through this Contract.

- 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract 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 Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract 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 Contract, pursuant to Paragraph 19 above.
- 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.
- 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.
- 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 27 shall not relieve CONTRACTOR of its obligation to complete all work in

accordance with the terms and conditions of this Contract.

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

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

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
LAW

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

31. CONFIDENTIALITY

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

31.2 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 Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract 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 Contract.

31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Contract of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

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

31.5.1 No access, disclosure, or release of information regarding a child who is

the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

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

32. SECURITY

32.1 Security Requirements

32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Contract. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Contract 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:

32.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

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

32.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

32.1.1.4 Firewall protection.

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

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

32.2 Security Breach Notification

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

32.2.1.1 Investigate to determine the nature and extent of the Security Breach.

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.

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.

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.

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 Contract, including those covered by copyright.

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 Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or contracts to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or contract herein contained.

35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

prohibited.

35.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:

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

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

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

35.2.3.1 Any commercial product or service; and

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

35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.

36. REPORTS

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

36.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs,

or other data relating to this Contract, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

37. ENERGY EFFICIENCY STANDARDS

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

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:

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

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

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

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

39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 39.1.1 -39.1.1.4.

39.1.1 The undersigned certifies to the best of his or her knowledge and belief

that:

- 39.1.1.1 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.
- 39.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 39.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.
- 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 is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file 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.

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.

41. TERMINATION PROVISIONS

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

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

41.3 In the event of termination of this Contract, 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 Contract.

41.4 The obligations of COUNTY under this Contract 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 Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY's maximum funding obligation, or modify this Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

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

42. GOVERNING LAW AND VENUE

This Contract 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 Contract, 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.

43. SIGNATURE IN COUNTERPARTS

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

43.2 CONTRACTOR represents and warrants that the person executing this Contract 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 Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. 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

Eldon Baber
Print Name

Executive Director
Title

DocuSigned by:
Eldon Baber
FD64B02715A2474...
Signature

April 12, 2022
Date

Print Name

Title

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

John Bunnett
Print Name

Deputy Purchasing Agent
Title

Signature

Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost
Print Name
DocuSigned by:
Carolyn S. Frost
D3AB98D76D0B425...
Signature

Senior Deputy County Counsel
Title
April 12, 2022
Date

ATTACHMENT A
SCOPE OF WORK

FOR THE RAISE FOUNDATION

TO CONVENE THE CHILD ABUSE PREVENTION COUNCIL

1. PURPOSE

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

2. CONTRACTOR'S RESPONSIBILITY

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 by 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, council subcommittees, meeting agendas and minutes, training and conference schedules, volunteer and committee opportunities, and other information as referenced in Subparagraph 2.1.2.
 - 2.1.5 Coordinate community resources necessary to provide services to new and/or 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 and digital forms of information on positive parenting, child safety, and child abuse awareness to families identified as at risk of child abuse.
 - 2.1.7 Maintain Council mailing list.
- 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 Contract, 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 Contract 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 Contract.
- 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, Peace Officer Standards and Training (POST) credits, 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.
 - 2.6.3 Training may be in person or online and the 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 CEU types may be approved in advance by 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 Contract, pursuant to Paragraph 19, and shall not be reimbursed. CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

4. FACILITIES

Administrative services under this Contract shall be provided at:

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

CONTRACTOR shall provide facility(ies) for administering the services under this Contract. CONTRACTOR's facilities shall be 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 5.1.1 through 5.1.4 above, and retention of CAPC members.

6. BUDGET

6.1 The annual budget for services provided pursuant to Attachment A of this Contract is set forth as follows:

		Maximum Hourly	
<u>Salaries/Benefits</u>	<u>FTE</u> ⁽¹⁾	<u>Rate</u> ⁽²⁾	<u>Budget</u>
Executive Director	0.60	\$58.50	
Program Director	0.50	30.00	
Program Coordinator	1.00	23.50	
Program Associate	1.00	20.50	
Operations Director	0.30	30.00	
Accountant/Finance Manager	0.25	35.00	
SUB-TOTAL SALARIES			\$133,161
Benefits ⁽³⁾ (19.69%)			26,221
Volunteers (In-Kind Match)			20,216
			\$179,598

SUB-TOTAL SALARIES AND BENEFITS	\$179,598
<u>Program Expenses</u> ⁽⁴⁾	\$4,375
<u>Operating Expenses</u> ⁽⁵⁾	\$20,516
<u>Services and Supplies</u> ⁽⁶⁾	\$7,891
<u>Training</u> ⁽⁷⁾	\$10,000
Less In-Kind Match (10%) for Volunteers ⁽⁸⁾	(20,216)
TOTAL ANNUAL BUDGET	\$202,164

⁽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 Contract. 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 Contract, regardless of the number of hours actually worked.

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

⁽³⁾ Employee Benefits include contributions to 401k or retirement plans: health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, 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 19.69% of the actual salary expense claimed.

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

⁽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 2.6, up to a maximum of \$10,000 per contract year.

⁽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 Contract 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 20.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 41.4 of this Contract, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph, 20.1 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this 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 6.1 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.

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 this Attachment.

7.3 CONTRACTOR shall provide the following described staff positions:

7.3.1 Executive Director

Duties:

7.3.1.1 Serve as liaison between COUNCIL and Orange County Board of Supervisors, ADMINISTRATOR and other public and private agencies.

7.3.1.2 Supervise coordination of COUNCIL meetings, and COUNCIL supported public awareness events and activities.

7.3.1.3 Serve on community boards, task forces, steering and other pertinent committees as time permits.

7.3.1.4 Ensure timely preparation and submittal to ADMINISTRATOR of the COUNCIL's Annual Report to Board of Supervisors.

7.3.1.5 Provide oversight for organizational operations and supervision of staff.

Qualifications:

7.3.1.6 Bachelor's degree in one of the Humanities, Business Administration or Public Administration.

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

7.3.1.8 Current knowledge of child abuse issues.

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

7.3.1.10 Public speaking and presentation skills.

7.3.1.11 Knowledge of the non-profit sector.

7.3.1.12 Exhibits leadership ability.

- 7.3.1.13 Strong organizational skills.
- 7.3.1.14 Demonstrates initiative and can work independently as well as collaboratively.
- 7.3.1.15 Possession of a valid California driver's license and proof of current automobile insurance.

7.3.2 Program Director

Duties

- 7.3.2.1 Provide or coordinate staff support to high-risk parents.
- 7.3.2.2 Assist with the recruitment of CAPC members to ensure broad-based community input and support.
- 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.
- 7.3.2.4 Supervise and coordinate public awareness events for Child Abuse Prevention Month.
- 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.
- 7.3.2.6 Maintain mailing list for training opportunity and other announcements.

Qualifications:

- 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.
- 7.3.2.8 Working knowledge of Microsoft (MS) Office (Word, Excel, and Access) and MS Publisher.
- 7.3.2.9 Ability to work collaboratively with members of various public and private community organizations.
- 7.3.2.10 Public speaking and presentation skills.

- 7.3.2.11 Knowledge of the non-profit sector.
- 7.3.2.12 Exhibits leadership ability.
- 7.3.2.13 Strong organizational skills.
- 7.3.2.14 Demonstrates initiative and can work independently as well as collaboratively.
- 7.3.2.15 Possession of a valid California driver's license and proof of current automobile insurance.

7.3.3 Program Coordinator

Duties:

- 7.3.3.1 Responsible for day-to-day planning and implementation of child abuse awareness prevention activities and events including.
- 7.3.3.2 Coordinating and tracking results from annual prevention awareness activities.
- 7.3.3.3 Identifying and ensuring availability for prevention awareness resource materials.
- 7.3.3.4 Conducting community presentations related to child abuse prevention and awareness.
- 7.3.3.5 Developing and disseminating prevention month awareness activity calendar.
- 7.3.3.6 Working collaboratively with community-based organizations to promote child abuse prevention awareness activities and events.
- 7.3.3.7 Coordinating trainings.
- 7.3.3.8 Coordinating and ensuring participation by members of the community and community partners at outreach fairs and events in the community.
- 7.3.3.9 Assisting Program Director in planning, developing and implementing of prevention awareness activities, including data tracking and preparation of program reports.

Qualifications:

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

- 7.3.3.11 Minimum two (2) years of experience in related work.
- 7.3.3.12 Working knowledge of MS Office (Word, Excel) and various software (Adobe Acrobat, etc.).
- 7.3.3.13 Ability to work collaboratively with members of various public and private community organizations.
- 7.3.3.14 Strong organizational skills.
- 7.3.3.15 Demonstrates initiative and ability to work independently as well as collaboratively.
- 7.3.3.16 Public speaking and presentation skills.
- 7.3.3.17 Possession of a valid California driver's license and proof of current automobile insurance.

7.3.4 Program Associate

Duties:

- 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.
- 7.3.4.2 Ensure timely updates to COUNCIL website with event information and resource materials.
- 7.3.4.3 Prepare and develop awareness materials for placement in community-based publications.
- 7.3.4.4 Provide planning and logistical support for Child Abuse Prevention Month Kick Off event.
- 7.3.4.5 Assist in the coordination and implementation of trainings including location logistics, event support and attendance tracking.
- 7.3.4.6 Attend outreach fairs and community events promoting child abuse prevention awareness materials, parenting materials and community resources.
- 7.3.4.7 Assist in planning, developing and implementing prevention awareness activities, including data tracking and preparation of program reports.

Qualifications:

- 7.3.4.8 Bachelor's Degree in Human Services, Social Services, Public Health or related field, or
- 7.3.4.9 Minimum two (2) years of experience in related work.
- 7.3.4.10 Working knowledge of MS Office (Word, Excel) and various software (Adobe Acrobat, etc.).
- 7.3.4.11 Ability to work collaboratively with members of various public and private community organizations.
- 7.3.4.12 Strong Organizational Skills.
- 7.3.4.13 Ability to take initiative and work independently as well as collaboratively.
- 7.3.4.14 Public speaking and presentation skills.
- 7.3.4.15 Possession of a valid California driver's license and proof of current automobile insurance.

7.3.5 Operations Director:

Duties:

- 7.3.5.1 Assist in management of day-to-day accounting operations and review of all income and expenses.
- 7.3.5.2 Assist in collecting back-up documentation and prepare monthly invoices for approval by the Executive Director and timely submission to ADMINISTRATOR.
- 7.3.5.3 Assist with implementation of internal control systems.
- 7.3.5.4 Assist with preparation for organizational and program audits.
- 7.3.5.5 Provide or ensure telephone coverage for COUNCIL.
- 7.3.5.6 Administer all human resource functions, including administration of benefits, insurance renewals, and payroll. Maintain confidential, locked file data report forms.
- 7.3.5.7 Responsible for ensuring all insurance policies are current and up to date and renewals are processed and provided to ADMINISTRATOR.

Qualifications:

- 7.3.5.8 Bachelor's degree in Accounting, Business Administration, Finance, or related field, or
 - 7.3.5.9 Minimum five (5) years of experience in accounting, office management or related work within the nonprofit environment.
 - 7.3.5.10 Working knowledge of MS Office (Word, Excel) and various accounting software.
 - 7.3.5.11 Demonstrates initiative and ability to work independently as well as collaboratively.
- 7.3.6 Accounting/Finance Manager:
- Duties:
- 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.
 - 7.3.6.2 Oversee accounting department and provide supervision and oversight of all accounting staff.
 - 7.3.6.3 Review and approve monthly invoices prior to submittal to COUNTY.
 - 7.3.6.4 Review back-up documentation and prepare monthly invoices for approval by the Executive Director, and for timely submission to COUNTY.
 - 7.3.6.5 Assist in the preparation of organizational, contract, and proposal budgets including budget analysis, forecast, and strategic plans.
 - 7.3.6.6 Oversee implementation of internal control systems.
 - 7.3.6.7 Oversee internal audits and cooperate with annual external organizational audits.
- Qualifications:
- 7.3.6.8 Bachelor's degree in Accounting, Business Administration, Finance, or related field preferred.
 - 7.3.6.9 Four (4) years of experience in non-profit accounting or related work preferred.
 - 7.3.6.10 Working knowledge of principles of accounting for non-profit

organizations.

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