

BOS No.
Infor PO No.
Infor Reference No.

AGREEMENT
(BOS AGREEMENT NO. ____ - ____)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the County of Yolo, a political subdivision of the State of California (“County”) and Yolo County Children’s Alliance, a non-profit corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, the County desires to obtain Community Based Child Abuse Prevention Services and Activities; and

WHEREAS, on or about January 21, 2021, the County has received a grant allocation from the Federal Community-Based Child Abuse Prevention Grants Program, Catalog of Federal Domestic Assistance (CFDA) No. 93.590, funded by the United States Department of Health and Human Services, administered by the Administration for Children and Families division, in part to support community-based efforts to prevent child abuse and neglect and to support the coordination of resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which can be found at <http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan>.

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. TERM

A. The term of this Agreement shall be from **July 1, 2021 through June 30, 2022** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for four (4) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”).

B. Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least thirty (30) days advance written notice to the other party. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Section XI. of Exhibit D of this Agreement.

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II. SERVICES

A. Contractor shall furnish and perform the services set forth in the Scope of Services attached to this Agreement as Exhibit A, in conformance with this Agreement (including, but not limited to, all exhibits), and in a manner satisfactory to the Director.

B. Contractor shall comply with all applicable provisions of State and Federal regulations and provisions as incorporated herein as if fully set forth in this place, and any regulatory or sub-regulatory guidance.

C. Contractor shall also comply with the terms and conditions set forth in the County's Accounting Handbook for CBOs and Contract Administration Manual for CBOs (copies of which have previously been provided to Contractor).

III. COMPENSATION AND PAYMENT TERMS

A. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor's submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

B1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2022** shall be no greater than **FORTY-FIVE THOUSAND DOLLARS (\$45,000)** specified as follows:

	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
Federal CFDA 93.590	\$15,000
State	\$5,000
Recording Fees	\$25,000
Total	\$45,000

B2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to HHSAContracts@yolocounty.org for review and approval by the Director. In the event that the County elects to exercise an option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

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Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2022-23	On or before June 30, 2023	Less than or equal to \$45,000	Less than or equal to \$90,000
OY/FY 2023-24	On or before June 30, 2024	Less than or equal to \$45,000	Less than or equal to \$135,000
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to \$45,000	Less than or equal to \$180,000
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$45,000	Less than or equal to \$225,000

In no event shall the term of the Agreement extend beyond **June 30, 2026** nor shall the total contract maximum exceed the amount of **TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000)**, unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

C. Administrative/indirect costs shall not exceed 15% of personnel costs calculated based on salaries, wages, benefits and taxes per fiscal year.

D. County shall pay Contractor using a combination of funding sources, as the County deems appropriate.

IV. OPTION YEAR AND AMENDMENT AUTHORITY

A. Director’s Authority: The Director may exercise the option year(s) and execute related option notices in conformance with the conditions of Section III of this Agreement.

B. Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the Yolo County Procurement Policy.

C. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

V. ENTIRE AGREEMENT

A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Terms and Conditions
- Exhibit D – Contract Budget

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Exhibit E – HIPAA Compliance
Exhibit F – Performance Measures

B. The County and Contractor shall each comply with the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including Exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County’s benefit shall prevail.

C. This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By 
Jeneba Lahai
Yolo County Children’s Alliance
Date: 8/31/2021

COUNTY OF YOLO

By _____
Jim Provenza, Chair
Board of Supervisors
Date: _____


Karen Larsen, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Phillip J. Pogledich, County Counsel

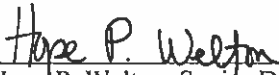
By 
Hope P. Welton, Senior Deputy

EXHIBIT A – SCOPE OF SERVICES

I. PROGRAM

Contractor is the designated Child Abuse Prevention Council (CAPC) for Yolo County. CAPCs are community councils whose primary purpose is to coordinate the community's efforts to prevent and respond to child abuse and neglect. Per the California Department of Social Services, each county shall fund Child Abuse Prevention coordinating councils that meet criteria under Welfare and Institutions Code (WIC) section 18982 from the county's Children's Trust Fund.

II. PROGRAM PURPOSES

- A. Contractor shall convene and serve as the backbone organization for the Yolo County CAPC, whose mission is to eliminate child abuse and neglect and the adversity it causes by strengthening families and communities.
- B. As a project of the Yolo County CAPC, Contractor shall develop materials that strengthen families and provide these materials to family-serving organizations during Child Abuse Prevention Month. Materials will support Strengthening Families™ protective factors.
- C. Contractor shall convene the Yolo Family Strengthening Network (YFSN) to increase collaboration and promote child abuse prevention and family strengthening in family-serving organizations.

III. PROGRAM DESCRIPTION

A. Child Abuse Prevention Council

The CAPC is comprised of ten experts from public child welfare services, the criminal justice system, the prevention and treatment services communities, and community representatives. The group completed a 3-year Action Plan in August 2019 and will continue to work on activities in the Action Plan during this fiscal year.

The Child Abuse Prevention Council functions include, but are not be limited to, the following:

1. To provide a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases.
2. To recommend improvements in services to families and victims.
3. To encourage and facilitate community support for child abuse and neglect programs.
4. To promote public awareness of the abuse and neglect of children and the resources available for intervention and treatment.

The Yolo County Health and Human Services Agency (HHSA) has in the past and will continue to fulfill one of the CAPC functions:

1. To encourage and facilitate training of professionals in the detection, treatment, and prevention of child abuse and neglect.

Contractor will refer individuals to the HHSA trainings when requests for training are received.

B. Child Abuse Prevention Awareness Month Family Strengthening Materials

The goal of the Child Abuse Prevention (CAP) Month materials is to prevent child abuse and neglect by supporting at least one of the protective factors identified by the Strengthening Families™ Framework: parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and social and emotional competence of children. With input from the CAPC, Contractor will create a parenting guide and disseminate it to family-serving organizations

EXHIBIT A – SCOPE OF SERVICES

in April for Child Abuse Prevention Month. The topic will focus on primary prevention of child maltreatment, be strengths-based, and provide ideas for parents to try. While the campaign will be launched in April for CAP Month, materials created for this campaign will be disseminated throughout the year.

C. Strengthening Families™ Framework Guides our Work

Contractor shall use the Strengthening Families™ Framework in its Child Abuse Prevention efforts. This is a research-informed approach to increase family strengths, enhance child development, and reduce child abuse and neglect. It was created by the Center for the Study of Social Policy in 2003, and it focuses on building 5 protective factors (i.e., parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and social and emotional competence of children) to promote better outcomes for families.

D. Yolo Family Strengthening Network (YFSN)

The Yolo Family Strengthening Network (YFSN) is a group of over 20 Yolo County family-serving organizations and agencies dedicated to strengthening families and preventing child abuse and neglect. The YFSN supports family-serving organizations in their efforts to strengthen families and prevent child abuse and neglect by:

1. Fostering partnerships by providing a forum for organizations and agencies to share information relevant to children & youth.
2. Aligning organizations to support child abuse prevention and Strengthening Families™ protective factors by information sharing and presentations.
3. Offering an opportunity to leverage existing strategies and activities.
4. Improving availability of resource information for providers and parents in Yolo County.

IV. ACTIVITIES

Contractor shall perform the following activities:

A. Child Abuse Prevention Council

1. Convene and coordinate regular meetings at least five times per year.
2. Provide administrative and programmatic support to the CAPC.
3. Support CAPC Committees.
4. Support CAPC's annual report to the Board of Supervisors.
5. Attend relevant OCAP meetings.
6. Attend Innovative Partnership (Regional CAPC group) meetings.
7. Attend Yolo County Fetal Infant Mortality Review (FIMR) and Child Death Review Team (CDRT) meetings.

B. Child Abuse Prevention Awareness Month Family Strengthening Materials

1. Create a county-wide information and awareness campaign on how parents can strengthen families and thereby prevent child abuse and neglect.
2. Disseminate materials to family-serving providers through partner meetings, email, and mail.
3. Write media pieces related to child abuse prevention topics and current events.

EXHIBIT A – SCOPE OF SERVICES

4. Provide sample proclamations and receive city and county proclamations declaring April as Child Abuse Prevention Month.

C. Yolo Family Strengthening Network (YFSN)

1. Convene and coordinate regular meetings five times per year.
2. Coordinate and plan YFSN meetings with the YFSN Co-Chairs.
3. Provide opportunity for networking and information sharing.
4. Recruit additional members.
5. Maintain YFSN listserv to inform partners about local trainings, events, outreach opportunities, resources, and job opportunities related to children, families, and child abuse prevention.

EXHIBIT B – TERMS OF PAYMENT

I. BUDGET

A. Contractor has submitted a contract budget attached hereto as Exhibit D. Contractor shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement.

B. Amendments to the budget including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor shall provide a revised budget to the Director for approval. Budget amendments must be approved pursuant to Section IV. of this Agreement.

C. In the event the County requests an updated budget for any option year, the option year budget shall be approved in conformance with Section III(B2) of this Agreement, in the sole discretion of the HHSA Director.

II. METHOD OF PAYMENT

A. Contractor shall submit such claims for payment to the County no later than thirty (30) days after completion of the month in which services have been rendered. The claim shall include all expenditures for which warrants have been issued prior to July 1. This billing approved and paid shall constitute full and complete compensation to Contractor for the current fiscal year. Any remaining amount in the current fiscal year shall not roll over to the next fiscal year. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within fifteen (15) days of the date of the initial rejection.

B. Claims for payment may be submitted to the county in an electronic format at HHSA.AccountsPayable@yolocounty.org. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695
Attn: Accounts Payable

C. County shall pay Contractor for actual expenditures in conformance with the contract budget attached hereto as Exhibit D.

D. County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.

E. If Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

F. Late claims submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.

G. 1. County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are

EXHIBIT B – TERMS OF PAYMENT

subsequently determined disallowable, regardless of reason.

2. Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

3. Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

4. If the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

H. Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

I. Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.

J. Final compensation to the Contractor shall not exceed the maximum payable set forth in Section III of this Agreement.

EXHIBIT C – TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. The County is relying upon this representation in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with applicable Federal and State regulations, including the County, and any authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

C. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records include but are not limited to: financial and client records as described below and all other physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including but not limited to: working papers, reports, financial records and documents of account, patient records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

B. Financial Records

1. Contractor shall maintain financial records and other evidence, sufficient to support all direct and indirect costs of whatever nature that are claimed to have been incurred in the performance of this Agreement. These may include but are not limited to: complete client service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, books, accounting procedures and practices, and audit work papers.

2. Contractor shall preserve and make available his/her financial records for a period of 3 years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

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EXHIBIT C – TERMS AND CONDITIONS

3. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.
 - a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- C. If Contractor ceases to provide the services required by this Agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of client records. Electronic health care records shall be made available to the County in an electronic format readable by the County.
- D. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- E. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

IV. REPORTS

A. Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement, including any data and information required by State and/or Federal government for the County to receive funds used for these services. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

B. Contract Expenditure Reports

1. *Mid-Year Report*: This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31st.

2. *End of Year Report*: This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31st.

Submit the Contract Expenditures reports electronically via email to: HHSA.AccountsPayable@yolocounty.org.

3. *OCAP Report* -OCAP reporting requirement is to track the following including but not limited to:

EXHIBIT C – TERMS AND CONDITIONS

- a. # of children served including their demographic data, whether child has a disability, and whether the child completed the program/service.
- b. # of parents/caregivers served including their demographic data, whether parent/caregiver has a disability, whether parent/caregiver completed the program/service
- c. Target population delineated by prevention level (primary, secondary, or tertiary prevention) indicating what percentage of the Total Population served were in each prevention level. Submit the OCAP report annually to Yolo County on September 1st via Email to: Elizabeth.brown@yolocounty.org

C. Performance Outcome Measures (POM) Report: (See Exhibit F of this Agreement)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. On a quarterly basis on the 15th of the month following the quarter, Contractor shall make these data and reports available to the County, as specified in Exhibit F, Performance Measures.

Submit the Performance Outcome Measures electronically via email to: HHSQualityManagement@yolocounty.org

D. Fiscal Year Annual Reports

1. *Equipment Report (See Section VII. OWNERSHIP OF EQUIPMENT, below)*

Due date: July 31, following the completion of a fiscal year

2. *Annual Training Report*

This report summarizes all training provided to Contractor's staff and all outreach training performed by Contractor's staff. Due date: July 31, following the completion of a fiscal year

3. *Certified Audited Financial Reports (see Section V. Audit)*

Due date: July 31 of the following year, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within 45 days of the expiration or termination.

All annual reports, with the exception of the Certified Audited Financial Reports, shall be sent electronically via email to: HHSQualityManagement@yolocounty.org

The Certified Audited Financial Reports shall be sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: Fiscal

V. AUDIT

A. Contractor shall allow the County, the Auditor General, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time.

EXHIBIT C – TERMS AND CONDITIONS

B. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 3 years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (Records are defined in Section III(A) of this Exhibit.)

C. Any failure or refusal by Contractor to permit access to records by the County and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the Performance Agreements, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

D. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7.)

E. If applicable, Contractor shall comply with the Single Audit Act and the audit reporting requirements set forth in Title 2, Code of Federal Regulations Part 200. Should Contractor expend seven hundred fifty thousand dollars (\$750,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (Title 2, Code of Federal Regulations Part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2003 Revision), and provided in a form satisfactory to the Director.

If the Agreement expires on June 30, Contractor shall provide this Audit Report no later than July 31 the year following the next fiscal year (for example for cost report period ending June 30, 2021, the certified audit report would be due before July 31, 2022.) In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination no later than no later than forty-five (45) days after the date of expiration or termination, unless otherwise specified by the Director. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

F. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings. See Exhibit B, Terms of Payment.

VI. PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish

EXHIBIT C – TERMS AND CONDITIONS

the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable. Method of repayment is detailed in Exhibit B.

VII. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

E. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

VIII. CONFIDENTIALITY

Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

A. Contractor will comply with applicable laws and regulations regarding the confidentiality of beneficiary information, including but not limited Sections 827, 5328, 10850, and 17006, 18986.40 and 18986.46 of the W&I Code, Division 19 of the State of California Department of Social Services Manual of Policies and Procedures, California Rules of Court Rule 1423 and 1341, Penal Code Section 11167, and Title 45 CFR, Section 205.50 to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Contract will be kept confidential. Contractor and County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the client and the administration of the program.

EXHIBIT C – TERMS AND CONDITIONS

B. Each County and Contractor office will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be known to all employees. The Contractor and County agree to inform all of the employees, agents and subcontracts of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

C. Information Security Incidents

Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of County or Contractor information assets. The County/Contractor shall notify the other or its designated agent of any actual or attempted information security incidents, as defined above, within 24 hours of initial detection. Information security incidents shall be reported by telephone or email to:

Lee Gurney, Information Security Officer
Health and Human Services Agency
25 North Cottonwood Street
Woodland CA 95695
(530) 661-2702
Lee.gurney@yolocounty.org

Jeneba Lahai, Executive Director
Yolo County Children's Alliance
600 A Street, Suite Y
Davis, CA 95616
(530) 757-5558
Jeneba.lahai@yolocounty.org

Each party shall cooperate in any investigations of information security incidents.

D. Isolation of system or device: The system or device affected by an information security incident, and containing County/Contractor confidential data, shall be removed from operation immediately upon discovery of the security incident. It shall remain removed from operation until correction and mitigation measures have been applied. The party where the incident took place must contact the other party prior to placing the system or device, containing County/Contractor confidential data, back in operation. The affected system or device, containing County/Contractor confidential data, shall not be returned to operation until the County/Contractor gives its approval.

E. Contractor shall protect from unauthorized disclosure names and other identifying information concerning beneficiaries receiving services pursuant to this Agreement except for statistical information. Contractor shall not use identifying information for any purpose other than carrying out Contractor's obligations under this Agreement.

F. Contractor shall not disclose, except as otherwise specifically permitted by state and federal laws and regulations or by this Agreement, any such identifying information to anyone other than the County without prior written authorization from the County or the beneficiary in accordance with state and federal laws.

G. For purposes of this Section, identifying information will include, but not be limited to, name, identifying number, symbol or other identifying particular assigned to the individual.

H. Contractor shall inform all of its employees, agents, subcontractors, and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

EXHIBIT C – TERMS AND CONDITIONS

I. Contractor shall comply with, and shall ensure that, its officers, agents, employees, participants and volunteers comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as set forth in Exhibit D.

J. In the event that Contractor receives a request or subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Contractor will notify Director immediately by fax at (530) 661-2717.

K. Any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

IX. OWNERSHIP OF DOCUMENTS/ WORK PRODUCTS AND EQUIPMENT

A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use. No additional charge will be made for any of the foregoing.

B. 1. County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

2. Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

3. Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

X. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

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EXHIBIT C – TERMS AND CONDITIONS

XI. TERMINATION

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

C. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

D. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

E. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

XII. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising

EXHIBIT C – TERMS AND CONDITIONS

out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XIV. INDEMNIFICATION

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

C. Any subcontractor must agree to be bound to the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

XV. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.

EXHIBIT C – TERMS AND CONDITIONS

1. Minimum Coverage (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Commercial General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate. (If an engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers’ Compensation – Statutory Limits/Employers’ Liability** - \$1,000,000/accident for bodily injury or disease. (If no employees, this requirement automatically does not apply.)
2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation and professional liability coverages. (NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
3. Said policies shall remain in force throughout the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three (3) years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.

EXHIBIT C – TERMS AND CONDITIONS

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents, and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor must agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Subcontractors must further agree to include these same provisions with any sub-subcontractor. Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the expiration or earlier termination of this Agreement. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XVI. WORKERS' COMPENSATION

Contractor shall provide worker's compensation coverage as required by State law, and prior to

EXHIBIT C – TERMS AND CONDITIONS

commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XVII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Yolo County Children's Alliance
600 A Street, Suite Y
Davis, CA 95616
Attn: Jeneba Lahai, Executive Director

County: Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: Karen Larsen, Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor: robin.frank@yolocounty.org and
jeneda.lahai@yolocounty.org

County:
Contract Unit HHSAContracts@YoloCounty.org and
Contract Administrator Karleen.jakowski@yolocounty.org

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVIII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the County. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of

EXHIBIT C – TERMS AND CONDITIONS

Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XIX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

XX. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State program.

B. Contractor shall verify that each of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners' exclusion or debarment from any Federal or State program.

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners regarding their participation, exclusion or debarment from any Federal or State program.

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals or affiliates,

EXHIBIT C – TERMS AND CONDITIONS

including but not limited to: officers, directors, partners, agents, principal investigators, other person with management or supervisory responsibilities related to a covered transaction; or affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State program.

F. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - f. Will include a clause entitled, “Debarment and Suspension Certification” that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

XXI. FALSE CLAIMS ACT

- A. The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.
- B. Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County’s policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.
- C. Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification

EXHIBIT C – TERMS AND CONDITIONS

shall be submitted with the provider's annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

XXII. COVENANTS AND CONDITIONS

Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

XXIII. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXIV. AMENDMENT

Except as provided under section IV. of the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable regulations or sub-regulatory guidance; or to reflect any changes to same.

XXV. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXVI. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXVII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

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EXHIBIT C – TERMS AND CONDITIONS

XXVIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from this contract.

EXHIBIT D – CONTRACT BUDGET

Yolo County Children’s Alliance		
CBCAP		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$38,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$4,800
2	Operating	\$2,200
3	Direct to Clients	\$0
4	Total	\$45,000

EXHIBIT E – HIPAA COMPLIANCE

- I. The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”). The requirements of the Privacy Laws include but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.
- II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the parties mutually agree to execute same.
- III. Report, as soon as reasonably practicable, and in no event less than 24 hours for security incidents, as defined in 45 CFR §164.304, and 1 hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations, to the County’s Privacy Officer, the County’s Security Officer.
- IV. The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.

EXHIBIT F – PERFORMANCE MEASURES

Child Abuse Prevention	Yolo County Children’s Alliance	Jeneba Lahai
Program Purposes	1) Convene and serve as the backbone organization for the Yolo County Child Abuse Prevention Council (CAPC), whose mission is to eliminate child abuse and neglect and the adversity it causes by strengthening families and communities. 2) As a project of the Yolo County CAPC, develop materials that strengthen families and provide these materials to family-serving organizations during Child Abuse Prevention Month. Materials will support Strengthening Families™ protective factors. 3) Convene the Yolo Family Strengthening Network (YFSN) to increase collaboration and promote child abuse prevention and family strengthening in family-serving organizations.	
Program Information	The YCCA Child Abuse Prevention program conducts three primary activities: 1) Convenes, coordinates, and supports CAPC meetings. Supports CAPC Committees. 2) Creates and disseminates Child Abuse Prevention Month materials that strengthen families to family-serving organizations during April - Child Abuse Prevention Month. 3) Coordinates and plans YFSN meetings with Co-Chairs, participates in committees, and maintains YFSN listserv. One of the frameworks that YCCA uses in our child abuse prevention efforts is the Strengthening Families™ Framework. This is a research-informed approach to increase family strengths, enhance child development, and reduce child abuse and neglect. Created by the Center for the Study of Social Policy in 2003, it focuses on building 5 protective factors (i.e., parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and social and emotional competence of children) to promote better outcomes for families. YCCA receives \$45,000 from Yolo County for Child Abuse Prevention.	
Staff	1) .50 FTE dedicated to Child Abuse Prevention 2) .50 FTE - Child Abuse Prevention Program Manager	
PM1: How much did we do?		
1.1 (a)	# CAPC meetings	
1.1 (b)	# members attending CAPC meetings	
1.1 (c)	# CAPC ad hoc Committee meetings	
1.1 (d)	# and % of CAPC and CAPC ad hoc Committee meetings attended by CAP Coordinator	
1.2	# of partner organizations receiving informational material for Child Abuse Prevention Month	
1.3 (a)	# YFSN meetings	
1.3 (b)	# partners attending YFSN Committee meetings	
PM2: How well did we do it?		
2.1	# and % of CAPC members who agreed that the CAPC Program Manager was responsive to CAPC members and their needs as measured by a survey at the end of the fiscal year	
2.2 (a)	# of website hits during Child Abuse Prevention Month	
2.2 (b)	# and % of providers who gave information about the Child Abuse Prevention Month campaign to parents according to provider survey	
2.3	# and % of YFSN participants who were satisfied with the YFSN as measured by a survey at the end of the fiscal year	
Continued		

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PM3: Is anyone better off?	
3.1	# and % of CAPC members satisfied with YCCA’s performance in convening and coordinating the CAPC and its committees as measured by a survey at the end of the fiscal year
3.2	# and % of providers who found the Child Abuse Prevention Month materials helpful in working with families according to provider survey
3.3	# and % of YFSN members who felt that participation in the YFSN was valuable in terms of a) improving collaboration and b) increasing child abuse prevention and family strengthening efforts in their organizations as measured by a survey at the end of the fiscal year