

# **CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY OFFICE OF EDUCATION FOR COMMUNITY BASED CHILD ABUSE PREVENTION SERVICES**

This Contract is made and entered into by and between the County of Lake through its Department of Social Services, hereinafter referred to as "LCDSS", and Lake County Office of Education, hereinafter referred to as "Contractor", collectively referred to as the "parties". The LCDSS Director shall administer this Contract on behalf of LCDSS.

## **1. TERM**

This Contract shall commence on July 1, 2020, and shall terminate on June 30, 2024, unless earlier terminated as hereinafter provided. In the event LCDSS desires to temporarily continue services after the expiration of this Contract, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

## **2. COMPENSATION**

Contractor has been selected by LCDSS to provide the services described hereunder in Exhibit "A" (Scope of Services), incorporated herein by this reference. Compensation to Contractor shall not exceed the maximum State budget allocation for Community Based Child Abuse Prevention (CBCAP) plus amounts accumulated in the County Children's Trust Fund (CCTF), fund number 433, for actual services performed, inclusive of all Contractor's actual expenses. When approved by LCDSS, unspent CBCAP funds may be rolled over from one Fiscal Year to the next. Rollover of CBCAP funds is allowed by California Department of Social Services (CDSS). Rollover funds will be paid out prior to the new allocation.

LCDSS shall compensate Contractor for services in accordance with Exhibit "B" (Fiscal Provisions), attached hereto and incorporated herein. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

## **3. TERMINATION**

This Contract may be terminated by mutual consent of the parties or by the LCDSS Director upon thirty (30) days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Contract, LCDSS Director will terminate this Contract, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

## **4. MODIFICATION**

This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and LCDSS Director.

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**5. NOTICES**

All notices between the parties shall be in writing addressed as follows:

LCDSS  
P.O. Box 9000  
Lower Lake, CA 95457

Lake County Office of Education  
1152 S. Main St.  
Lakeport, CA 95453

**6. EXHIBITS**

The Contract Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services  
Exhibit B – Fiscal Provisions  
Exhibit C – Compliance Provisions  
Exhibit D – Sub Award Information

**7. TERMS AND CONDITIONS**

Contractor warrants that it will comply with all terms and conditions of this Contract and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

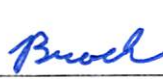

This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on \_\_\_\_\_.

COUNTY OF LAKE

CONTRACTOR

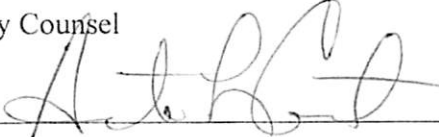
\_\_\_\_\_  
CHAIR, Board of Supervisors

   
\_\_\_\_\_

ATTEST: CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT

By: \_\_\_\_\_

County Counsel  
By:   
\_\_\_\_\_

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## **EXHIBIT "A" – SCOPE OF SERVICES**

### **1. DESCRIPTION OF SERVICES**

Contractor is responsible for administering, promoting, and overseeing the local Child Abuse Prevention Council (CAPC), known as the Lake County Children's Council. Contractor is responsible for overseeing interagency collaboration and program consolidation among public and private agencies providing services to children and families. Contractor will explore ways to leverage additional resources and braid funding to leverage grant funds, oversee appropriate interagency protocols and agreements, ensure meaningful involvement of parents and consumers in planning and decision making, and create outcome review mechanisms. Contractor will oversee the implementation of direct service programs. Progress toward goals and outcomes will be collaboratively reviewed.

Contractor will comply with all laws and regulations governing CAPC operations and the use of all funds provided pursuant to this contract and will ensure that any subcontractors do likewise. Contractor will fund such programs as agreed upon by members of the Children's Council, provided that such programs comply with all applicable laws and regulations and subject to approval by the California Department of Social Services.

Additionally, Contractor will provide the following services:

- A. Promote public awareness, outreach, and network development and capacity building among Children's Council stakeholders, community agencies, and individuals working to prevent child abuse and neglect.
- B. Coordinate Child Abuse Prevention Month awareness activities in April of each year, which include displaying Child Abuse Prevention banners and materials throughout Lake County; placing at least one news article in local media briefly describing child abuse prevention efforts and available resources; providing items for distribution to children to increase their awareness and encourage them to protect themselves; and working with Children's Council members to perform outreach countywide through community events.
- C. Manage projects approved by the membership of the Children's Council, including vetting and hiring subcontractors to present or complete approved projects.
- D. Administer training scholarships to enable Children's Council members, parent partners, resource families, childcare providers, and community members to attend training and conferences related to prevention of child abuse and neglect. Recipients must agree to return with materials or information to share with their agency or group and, if appropriate, with the Children's Council. Recipients will be listed in quarterly Children's Council minutes, with training received and contact information, to encourage greater use of their expertise. Scholarships will be provided on a first-come, first-served basis. Applicants will be strongly encouraged to meet at least some of the expenses of attendance, but will not be disqualified if they cannot.

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- E. Maintain a parent partner stipend fund to encourage parent partners' participation in the Children's Council, training, and conferences by reimbursing them for time, travel, and child care expenses.
- F. Provide administration and clerical services including the following:
  - i. Program oversight, evaluation, reporting, and liaison with LCDSS and CDSS;
  - ii. Fiscal oversight, to include setting up a program budget, tracking expenditures, and providing regular or as-requested reports;
  - iii. Clerical support, to include mailings, preparation of minutes, correspondence, and file maintenance;
  - iv. Contractor to assist Healthy Start to meet statutory requirements for CAPC activities. The consultant will report to stakeholders, as well as preparation of the required interagency protocol and the annual CAPC report to the Board of Supervisors;
  - v. Copying, mailing, and preparation of brochures and materials with CAPC information.

### **2. REPORTING REQUIREMENTS**

Contractor shall submit an annual report in a format approved by LCDSS by July 31st of each year beginning 2020 through 2024. Annual report shall contain accounting for all expenditures of funds provided pursuant to this contract, description and narrative details of events and services provided, and any information requested for the annual CBCAP report LCDSS must submit to the California Department of Social Services.

### **3. MONITORING REQUIREMENTS**

Contractor has been identified by LCDSS as a subrecipient in regards to the services provided under this Contract and is subject to all monitoring deemed necessary by LCDSS and any other county, state, and federal regulations. This includes a site visit to review case management files, financial records, and any other information relating to this contract.

### **4. RECORDS RETENTION**

Contractor shall prepare, maintain and/or make available to LCDSS upon request, all records and documentation pertaining to this Contract, including financial, statistical, property, recipient and service records and supporting documentation for a period of four (4) years from the date of final payment of this Contract. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

### **5. GRIEVANCE**

Contractor agrees to provide a procedure through which recipients of Contract services shall have the opportunity to grieve or complain regarding service.

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**EXHIBIT "B" – FISCAL PROVISIONS**

**1. BUDGET**

The Contractor shall submit, in advance, a detailed budget, in the format approved by LCDSS for review and approval by the LCDSS Director. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the LCDSS Director.

**2. EXPENDITURE OF FUNDS**

A. Contract funds shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

B. Contract funds shall not be used to purchase computers, printers, software or any related equipment unless specifically approved in the budget.

C. LCDSS Director reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

**3. EQUIPMENT PURCHASED WITH CONTRACT FUNDS**

Contractor shall maintain an inventory of all equipment purchased with Contract funds and shall submit a copy of said inventory along with Contractor's June invoice or upon termination of the Contract. All equipment purchased with Contract funds is the property of LCDSS and shall be delivered to LCDSS if no longer needed or upon termination of the Contract.

**4. CONTRACTOR'S FINANCIAL RECORDS**

Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

**5. INVOICES**

A. Contractor shall submit quarterly invoices, in the format approved by LCDSS, based on actual expenses, no later than the 20<sup>th</sup> of the month following the quarter in which services were provided, except for the quarter of April, May, and June.

B. For the quarter of April, May, and June:

1. Funding for this Contract is appropriated on a fiscal year basis. LCDSS is not able to compensate Contractor after the close of the fiscal year period.

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2. To ensure Contractor is properly compensated, Contractor shall submit invoices based on estimated expenses, including all anticipated costs, no later than June 5<sup>th</sup> of the fiscal year period.
3. Contractor shall follow up by submitting invoices for actual expenses, as stated hereinabove in Paragraph 5A., including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.

C. LCDSS shall review and approve Contractor's invoices and make payment within fifteen (15) days of approval.

**6. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

Contractors that expend \$750,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Part 200 of the Office of Management and Budget (OMB) Guidance, and a copy submitted to the:

Lake County Department of Social Services  
Attn: Program Manager  
P.O. Box 9000  
Lower Lake, CA 95457

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that LCDSS-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Exhibit D of this Article.

For LCDSS contracts that do not have CFDA numbers, the Contractor shall ensure that the LCDSS funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Social Services.

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**EXHIBIT "C" – COMPLIANCE PROVISIONS**

**1. INFORMATION INTEGRITY AND SECURITY**

A. Contractor ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, LCDSS MEDS Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Contractor shall immediately notify LCDSS of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Contract.

**2. NON-DISCRIMINATION**

A. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. Contractor shall comply with and annually sign the LCDSS "Assurance of Compliance" form.

**3. ABUSE REPORTING REQUIREMENTS**

A. Contractor shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165, are reported to LCDSS Child Welfare Services.

B. Contractor shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610, are reported to LCDSS Adult Protective Services.

**4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred or suspended from federal financial assistance programs and activities, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency;

2. Have not, within a three-year period preceding this Contract, 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 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;

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3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

4. Have not, within a three-year period preceding this Contract, had one or more public transactions terminated for cause or default.

B. Contractor shall report immediately to LCDSS Director, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by LCDSS Director.

**5. CHILD SUPPORT**

Contractor shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

**6. PAYROLL TAXES AND DEDUCTIONS**

Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

**7. CONTRACTS IN EXCESS OF \$100,000**

Contractor shall comply with all applicable orders or requirements issued under the following laws:

A. Clean Air Act, as amended (42 USC 1857).

B. Clean Water Act, as amended (33 USC 1368).

C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

D. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

E. Public Contract Code Section 10295.3.

**8. INDEMNIFICATION AND HOLD HARMLESS**

Contractor shall indemnify and defend the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for



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damages, including attorney's fees and other costs of defense incurred by County of Lake, whether for damage to or loss of property, or injury to or death of person, including properties of County of Lake and injury to or death of County of Lake officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County of Lake.

**9. STANDARD OF CARE**

Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

**10. INTEREST OF CONTRACTOR**

Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

**11. INSURANCE**

Contractor shall not commence work under this Contract until he has obtained all the insurance required herein, certificates of insurance have been submitted to County of Lake, "County", and said insurance has been approved by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty days (20) prior written notice has been given to County.

Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Contract by Contractor:

- (A) **Compensation Insurance:** Contractor shall procure and maintain, at Contractor's own expense, during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In case any such work is sublet, Contractor shall require subcontractor similarly to provide Employer's Liability and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance. Employer's Liability Insurance shall be in an amount not less than \$1,000,000 per occurrence

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- (B) **Commercial General Liability:** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, upon himself and his employees at all times during the course of this Contract, Commercial General Liability Insurance (Occurrence Form CG 00 01), for bodily injury, personal injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: premises-operations, products and completed operations, property damage, bodily injury and personal & advertising injury blanket contractual, and independent contractor's liability.
- (C) **Automobile Liability Insurance:** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (1,000,000) combined single-limit coverage per occurrence.
- (D) **Subcontractors:** Contractor shall include all subcontractors as insureds under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to County for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by Contractor hereinafter.
- (E) **Additional Insured Endorsement:** The Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). All coverage available to the Contractor shall also be available and applicable to the County. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the County. Contractor shall not commence work under this Contract until he has had delivered to County the Additional Insured Endorsements required herein.

- (F) **Other Insurance Provisions:**
1. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance. Any excess insurance by Contractor shall contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County before the County's own primary Insurance policy or self-insurance shall be called upon to protect the Contractor.
  2. Any deductibles or self-insured retentions must be declared to and approved by

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County. At the option of County, either: Contractor shall reduce or eliminate such deductibles or self-insurance retentions; or Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

4. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude Contractor from taking other actions as is available to it under any other provision of the Contract or law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

5. If any insurance coverage required by the Contract is provided on a "Claims Made", rather than "occurrence" form, Contractor agrees to maintain required coverage for a period of three years after the expiration of this Contract (hereinafter, "Post Agreement Coverage") and any extensions thereof. Contractor may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

6. Contractor agrees to waive all rights or subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor under this Contract.

## **12. ATTORNEY'S FEES AND COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

## **13. ASSIGNMENT**

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of LCDSS Director except that claims for money due or to become due Contractor from LCDSS under this Contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to LCDSS. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

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**14. INDEPENDENT CONTRACTOR**

It is specifically understood and agreed that, in the making and performance of this Contract, Contractor is an independent contractor and is not an employee, agent or servant of the County of Lake. Contractor is not entitled to any employee benefits. LCDSS agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Contract (including without limitation, unemployment insurance, social security and payroll tax withholding.)

**15. OWNERSHIP**

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of the County of Lake.

**16. ADHERENCE TO APPLICABLE DISABILITY LAW**

Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

**17. HIPAA COMPLIANCE**

Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**18. SAFETY RESPONSIBILITIES**

Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Contract. Contractor agrees to provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards in the performance of work under this Contract.

**19. JURISDICTION AND VENUE**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Contract or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

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**20.    RESIDENCY**

All independent contractors providing services to LCDSS for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

**21.    NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Contract shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

**22.    SEVERABILITY**

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

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**EXHIBIT "D" – SUB AWARD INFORMATION**

Contractor has been identified as a Subrecipient of a Federal Award.

<b>Federal Award Identification Information</b>		
Subrecipient Name		Lake County Office of Education
Subrecipient Unique Entity Identifier Number		DUNS: 100009992
Federal Award Identification Number		2001CANCAN
Federal Award Date		2/10/2020
Sub award period of performance	Start Date:	July 1, 2020
	End Date:	June 30, 2024
Amount of Federal Funds obligated by this action		Dependent on State Allocation
Total amount of Federal Funds obligated to Subrecipient		Dependent on State Allocation
Total amount of the Federal Award		Dependent on State Allocation
Federal award project description		To assist States in the support and improvement of their child protective services systems.
Name of Federal awarding agency		Department of Health and Human Services
Pass through entity		County of Lake
Contact information for awarding official		Crystal Markytan, Director Lake County Department of Social Services P.O. Box 9000 Lower Lake, CA 95457
CFDA	Number	93.669
	Name	Child Abuse and Neglect State Grants
Is this award for research and development?		No
Indirect Cost Rate		10%