

TABLE OF CONTENTS

1	1.	TERM	4
2	2.	ALTERATION OF TERMS	4
3	3.	STATUS OF CONTRACTOR	4
4	4.	DESCRIPTION OF SERVICES, STAFFING	5
5	5.	LICENSES AND STANDARDS	5
6	6.	DELEGATION AND ASSIGNMENT/SUBCONTRACTS	6
7	7.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE	8
8	8.	NON-DISCRIMINATION	10
9	9.	NOTICES	13
10	10.	NOTICE OF DELAYS	14
11	11.	INDEMNIFICATION	14
12	12.	INSURANCE	15
13	13.	NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS	18
14	14.	CONFLICT OF INTEREST	19
15	15.	ANTI-PROSELYTISM PROVISION	19
16	16.	SUPPLANTING GOVERNMENT FUNDS	20
17	17.	EQUIPMENT	20
18	18.	BREACH SANCTIONS	21
19	19.	PAYMENTS	22
20	20.	OVERPAYMENTS	24
21	21.	OUTSTANDING DEBT	25
22	22.	FINAL REPORT	25
23	23.	INDEPENDENT AUDIT	25
24	24.	RECORDS, INSPECTIONS AND AUDITS	25
25	25.	PERSONNEL DISCLOSURE	28
26	26.	EMPLOYMENT ELIGIBILITY VERIFICATION	30
27	27.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	30
28	28.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	31
29	29.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	32
30	30.	CONFIDENTIALITY	32
31	31.	COPYRIGHT ACCESS	33
32	32.	WAIVER	34
33	33.	PETTY CASH	34
34	34.	PUBLICITY	34
35	35.	COUNTY RESPONSIBILITIES	35
36	36.	REFERRALS	35
37	37.	REPORTS	35
38	38.	ENERGY EFFICIENCY STANDARDS	35
39	39.	ENVIRONMENTAL PROTECTION STANDARDS	35
40	40.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	36
41	41.	POLITICAL ACTIVITY	37
42	42.	TERMINATION PROVISIONS	37
43	43.	GOVERNING LAW AND VENUE	38
44	44.	SIGNATURE IN COUNTERPARTS	39
		<u>Exhibit A</u>	
26	1.	POPULATION TO BE SERVED	1
27	2.	DEFINITIONS	1
28	3.	WORKLOAD STANDARDS	2
	4.	HOURS OF OPERATION	2
	5.	SERVICES	3
	6.	ADDITIONAL CONTRACTOR RESPONSIBILITIES	8

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7.	FACILITIES	9
8.	FAMILY CASE RECORDS	10
9.	REPORTS	10
10.	BUDGET	11
11.	STAFF	13

1. TERM

The term of this Agreement shall commence on July 1, 2014, and terminate on June 30, 2015, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement for up to twelve (12) additional months, upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
6 and supplies as described in the Exhibit "A" to the Agreement Between County
7 of Orange and Olive Crest for the Provision of Kinship Support Services
8 Program, attached hereto and incorporated herein by reference. CONTRACTOR
9 shall operate continuously throughout the term of this Agreement with the
10 number and type of staff described and as required for provision of services
11 hereunder pursuant to the personnel disclosure provisions of this Agreement.

12 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
13 may, in his or her sole discretion, require changes in staffing allocations to
14 reflect current workload demands or service needs as long as COUNTY's maximum
15 obligation as set forth in this Agreement is not exceeded.

16 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
17 appropriate staff to attend an orientation session and subsequent training
18 sessions given by COUNTY.

19 5. LICENSES AND STANDARDS

20 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
21 required by the laws of the United States, State of California, County of
22 Orange and all other appropriate governmental agencies to perform the services
23 described in this Agreement, and agrees to maintain these licenses and permits
24 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
25 that its employees shall conduct themselves in compliance with such laws and
26 licensure requirements including, without limitation, compliance with laws
27 applicable to sexual harassment and ethical behavior.

28 5.2 In the performance of this Agreement, CONTRACTOR shall comply,

1 unless waived in whole or in part by ADMINISTRATOR, with all applicable
2 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
3 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
4 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
5 applicable laws and regulations of the United States, State of California,
6 County of Orange Social Services Agency and all administrative regulations,
7 rules and policies adopted thereunder as each and all may now exist or be
8 hereafter amended.

9 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

10 6.1 Delegation and Assignment:

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

20 6.2 Subcontracts:

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

28 6.2.1 Subcontracts of \$25,000 or less:

1 CONTRACTOR shall develop a standard form Purchase Order,
2 subject to prior written approval of ADMINISTRATOR, to be utilized for the
3 purchase of services by CONTRACTOR when the cumulative total cost of the
4 services to be provided by any organization is anticipated to be twenty-five
5 thousand dollars (\$25,000) or less during the term of this Agreement. The
6 basis for costs incurred by any such Purchase Order(s) shall be the actual
7 cost of providing services or the usual and customary charges established by
8 the organization(s) providing the services.

9 6.2.2 Subcontracts in excess of \$25,000:

10 CONTRACTOR shall develop and submit for approval to
11 ADMINISTRATOR a system for the procurement of subcontracts with any
12 organization in which the total cumulative cost of services provided by any
13 single organization is anticipated to exceed twenty-five thousand dollars
14 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed
15 procurement system shall take into consideration such factors as: degree of
16 price competition; pricing policies and techniques; experience and quality of
17 service; methods of evaluating subcontractor responsibility; relationship of
18 subcontractor to CONTRACTOR; and planning, award, and post-award management of
19 subcontracts, including internal audit procedures and monitoring of
20 subcontractor's performance until completion of services.

21 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
22 procurement system, CONTRACTOR shall comply with such procurement system in
23 obtaining subcontracts with a total cost in excess of twenty-five thousand
24 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR
25 shall obtain ADMINISTRATOR's written consent prior to entering into a
26 subcontract with any organization when the total cumulative cost of services
27 to be provided by that organization is anticipated to exceed twenty-five
28 thousand dollars (\$25,000) during the term of this Agreement.

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

7 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

8 7.1 Form of Business Organization:

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

13 7.1.1 The form of CONTRACTOR's business organization, i.e.,
14 proprietorship, partnership, corporation, etc.

15 7.1.2 A detailed statement indicating the relationship of
16 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
17 individual.

18 7.1.3 A detailed statement indicating the relationship of
19 CONTRACTOR to any subsidiary business organization or to any individual who
20 may be providing services, supplies, material or equipment to CONTRACTOR or in
21 any manner does business with CONTRACTOR under this Agreement.

22 7.2 Change in Form of Business Organization:

23 If during the term of this Agreement the form of CONTRACTOR's
24 business organization changes, or the ownership of CONTRACTOR changes, or
25 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
26 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
27 writing, detailing such changes. A change in the form of business
28 organization may, at COUNTY's sole discretion, be treated as an attempted

1 assignment of rights or delegation of duties of this Agreement.

2 7.3 Real Property Disclosure:

3 If CONTRACTOR is occupying any real property under any agreement,
4 oral or written, where persons are to receive services hereunder, CONTRACTOR
5 shall submit the following information in addition to a copy of the lease,
6 license or rental agreement, as well as any other information requested, prior
7 to the provision of services under this Agreement:

8 7.3.1 The location by street address and city of any such real
9 property.

10 7.3.2 The fair market value of any such real property as such
11 value is reflected on the most recently issued County Tax Collector's tax
12 bill.

13 7.3.3 A detailed description of all existing and pending
14 agreements, with respect to the use or occupation of any such real property.
15 Such description shall include, but not be limited to:

16 7.3.3.1 The term duration of any rental, lease or
17 license agreement;

18 7.3.3.2 The amount of monetary consideration to be
19 paid to the lessor or licensor over the term of the rental, lease or license
20 agreement;

21 7.3.3.3 The type and dollar value of any other
22 consideration to be paid to the lessor or licensor; and

23 7.3.3.4 The full names and addresses of all parties
24 to any agreement concerning the real property and a listing of liens (if any)
25 thereof, together with a listing by full names and addresses of all officers,
26 directors and stockholders of any private corporation, and a similar listing
27 of all general and limited partners of any partnership which is a party.

28 7.3.4 A listing by full names of all of CONTRACTOR's officers,

1 directors and/or partners, members of its administrative and advisory boards,
2 staff and consultants, who have any family relationship by marriage or blood
3 with a party to any agreement concerning real property referred to in
4 Subparagraph 7.3.3, immediately above, or who have any present or future
5 financial interest in such person's business, whether the entity concerned is
6 a corporation or partnership. Such listing shall also include the full names
7 of all of CONTRACTOR's officers, directors, partners and those holding a
8 financial interest. Included are members of its advisory boards, members of
9 its staff and consultants, who have any family relationship by marriage or
10 blood to an officer, director, or stockholder of the corporation or to any
11 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
12 also indicate the names of the officers, directors, stockholders, or
13 partner(s), as appropriate, and the family relationship which exists between
14 such person(s) and CONTRACTOR's representatives listed.

15 7.3.5 True and correct copies of all agreements with respect to
16 any such real property shall be appended to the affidavit described above and
17 made a part thereof. If, during the term of this Agreement, there is a change
18 in the agreement(s) with respect to real property where persons receive
19 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
20 describing such changes.

21 8. NON-DISCRIMINATION

22 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
23 shall not engage nor employ any unlawful discriminatory practices in the
24 admission of clients, provision of services or benefits, assignment of
25 accommodations, treatment, evaluation, employment of personnel or in any other
26 respect on the basis of sex, race, color, ethnicity, national origin,
27 ancestry, religion, age, marital status, medical condition, sexual
28 orientation, sexual preference, physical or mental disability or any other

1 protected group in accordance with the requirements of all applicable Federal
2 or State laws.

3 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
4 meets the lawful and applicable requirements of the U.S. Department of Health
5 and Human Services.

6 8.3 CONTRACTOR shall furnish any and all information requested by
7 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
8 books, records and accounts in order to ascertain CONTRACTOR's compliance with
9 Paragraph 8 et seq.

10 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
11 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
12 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

13 8.5 Non-Discrimination in Employment

14 8.5.1 All solicitations or advertisements for employees placed
15 by or on behalf of CONTRACTOR shall state that all qualified applicants will
16 receive consideration for employment without regard to sex, race, color,
17 ethnicity, national origin, ancestry, religion, age, marital status, medical
18 condition, sexual orientation, sexual preference, physical or mental
19 disability or any other protected group in accordance with the requirements of
20 all applicable Federal or State laws. Notices describing the provisions of
21 the equal opportunity clause shall be posted in a conspicuous place for
22 employees and job applicants.

23 8.5.2 CONTRACTOR shall refer any and all employees desirous of
24 filing a formal discrimination complaint to:

25 California Department of Social Services
26 Public Inquiry and Response Bureau
27 P.O. Box 944243, M.S. 8-3-23
28 Sacramento, CA 94244-2430

1 Telephone: (800) 952-5253

2 (800) 952-8349 (For the hard of hearing)

3 8.6 Non-Discrimination in Service Delivery

4 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
5 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
6 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
7 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
8 the Americans with Disabilities Act of 1990; California Civil Code Section 51
9 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
10 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
11 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
12 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
13 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
14 Act of 1996; and other applicable Federal and State laws, as well as their
15 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
16 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
17 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
18 now exist or be hereafter amended. CONTRACTOR shall not implement any
19 administrative methods or procedures which would have a discriminatory effect
20 or which would violate the California Department of Social Services (CDSS)
21 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
22 are any violations of this Paragraph, CDSS shall have the right to invoke
23 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
24 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
25 to the appropriate Federal agency for further compliance action and
26 enforcement of Subparagraph 8.6 et seq.

27 8.6.2 CONTRACTOR shall provide any and all clients desirous of
28 filing a formal complaint any and all information as appropriate:

1 8.6.2.1 Pamphlet: "Your Rights Under California
2 Welfare Programs" (PUB 13)

3 8.6.2.2 Discrimination Complaint Form

4 8.6.2.3 Civil Rights Contacts:

5 County Civil Rights Contact:

6 Orange County Social Services Agency

7 Program Integrity

8 Attn: Civil Rights Coordinator

9 P.O. Box 22001

10 Santa Ana, CA 92702-2001

11 Telephone: (714) 438-8877

12 State Civil Rights Contact:

13 California Department of Social Services

14 Civil Rights Bureau

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

16 Sacramento, CA 94244-2430

17 Federal Civil Rights Contact:

18 U.S. Department of Health and Human Services

19 Office of Civil Rights

20 50 U.N. Plaza, Room 322

21 San Francisco, CA 94102

22 9. NOTICES

23 All notices, claims, correspondence, reports, and/or statements
24 authorized or required by this Agreement shall be addressed as follows:

25 COUNTY: County of Orange Social Services Agency
26 Contract Services
27 888 N. Main Street
28 Santa Ana, CA 92701

1 CONTRACTOR: Olive Crest
2 2130 E. Fourth Street, Suite 200
3 Santa Ana, CA 92705

4 All notices shall be deemed effective when in writing and deposited in
5 the United States mail, first class, postage prepaid and addressed as above.
6 Any notices, claims, correspondence, reports and/or statements authorized or
7 required by this Agreement addressed in any other fashion shall be deemed not
8 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change
9 the addresses to which notices are sent.

10 10. NOTICE OF DELAYS

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

16 11. INDEMNIFICATION

17 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
18 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
19 State, COUNTY, and their elected and appointed officials, officers, employees,
20 agents and those special districts and agencies which COUNTY's Board of
21 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
22 any claims, demands or liability of any kind or nature, including but not
23 limited to personal injury or property damage, arising from or related to the
24 services, products or other performance provided by CONTRACTOR pursuant to
25 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
26 court of competent jurisdiction because of the concurrent active negligence of
27 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
28 be apportioned as determined by the court. Neither party shall request a jury

1 apportionment.

2 12. INSURANCE

3 12.1 Prior to the provision of services under this Agreement,
4 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
5 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
6 endorsements required herein, necessary to satisfy COUNTY that the insurance
7 provisions of this Agreement have been complied with, and to keep such
8 insurance coverage and the certificates therefore on deposit with
9 ADMINISTRATOR during the entire term of this Agreement.

10 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
11 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
12 to the same terms and conditions as set forth herein for CONTRACTOR.

13 12.3 All self-insured retentions (SIRs) and deductibles shall be
14 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
15 apply, indicate this on the Certificate of Insurance with a "0" by the
16 appropriate line of coverage. Any SIR or deductible in an amount in excess of
17 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by
18 the County Executive Office (CEO)/Office of Risk Management.

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

21 12.5 Qualified Insurer:

22 12.5.1 Minimum insurance company ratings as determined by the
23 most current edition of the Best's Key Rating Guide/Property-Casualty/United
24 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size
25 Category).

26 12.5.2 The policy or policies of insurance required herein must
27 be issued by an insurer licensed to do business in the State of California
28 (California Admitted Carrier). If the insurer is a non-admitted carrier in the

1 State of California and does not meet or exceed an A.M. Best rating of A-
2 /VIII, CEO/Office of Risk Management retains the right to approve or reject
3 carrier after a review of the company's performance and financial ratings. If
4 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-
5 /VIII, ADMINISTRATOR can accept the insurance.

6 12.6 The policy or policies of insurance maintained by CONTRACTOR shall
7 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

24
25 12.7 Required Coverage Forms:

26 12.7.1 Commercial General Liability coverage shall be written on
27 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
28 liability coverage at least as broad.

1 12.7.2 Business Auto Liability coverage shall be written on ISO
2 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
3 coverage at least as broad.

4 12.8 Required Endorsements:

5 12.8.1 Commercial General Liability policy shall contain the
6 following endorsements, which shall accompany the Certificate of Insurance:

7 12.8.1.1 An Additional Insured endorsement using ISO
8 form CG 2010 or CG 2033 or a form at least as broad naming the County of
9 Orange, its elected and appointed officials, officers, employees, agents as
10 Additional Insureds.

11 12.8.1.2 A primary non-contributing endorsement
12 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
13 insurance maintained by the County of Orange shall be excess and non-
14 contributing.

15 12.9 All insurance policies required by this Agreement shall waive all
16 rights of subrogation against the County of Orange and members of the Board of
17 Supervisors, its elected and appointed officials, officers, agents and
18 employees when acting within the scope of their appointment or employment.

19 12.10 The Workers' Compensation policy shall contain a waiver of
20 subrogation endorsement waiving all rights of subrogation against the County
21 of Orange, and members of the Board of Supervisors, its elected and appointed
22 officials, officers, agents and employees.

23 12.11 All insurance policies required by this Agreement shall give the
24 County of Orange thirty (30) days' notice in the event of cancellation and ten
25 (10) days for non-payment of premium. This shall be evidenced by policy
26 provisions or an endorsement separate from the Certificate of Insurance.

27 12.12 If CONTRACTOR's Professional Liability policy is a "claims made"
28 policy, CONTRACTOR shall agree to maintain professional liability coverage for

1 two (2) years following completion of this Agreement.

2 12.13 The Commercial General Liability policy shall contain a
3 severability of interests clause also known as a "separation of insureds"
4 clause (standard in the ISO CG 0001 policy).

5 12.14 Insurance certificates should be mailed to COUNTY at the address
6 indicated in Paragraph 9 of this Agreement.

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

10 12.16 COUNTY expressly retains the right to require CONTRACTOR to
11 increase or decrease insurance of any of the above insurance types throughout
12 the term of this Agreement. Any increase or decrease in insurance will be as
13 deemed by County of Orange Risk Manager as appropriate to adequately protect
14 COUNTY.

15 12.17 COUNTY shall notify CONTRACTOR in writing of changes in the
16 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
17 certificates of insurance and endorsements with COUNTY incorporating such
18 changes within thirty (30) days of receipt of such notice, this Agreement may
19 be in breach without further notice to CONTRACTOR, and COUNTY shall be
20 entitled to all legal remedies.

21 12.18 The procuring of such required policy or policies of insurance
22 shall not be construed to limit CONTRACTOR's liability hereunder nor to
23 fulfill the indemnification provisions and requirements of this Agreement, nor
24 act in any way to reduce the policy coverage and limits available from the
25 insurer.

26 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

27 CONTRACTOR shall report to COUNTY:

28 13.1 Any accident or incident relating to services performed under this

1 Agreement which involves injury or property damage which may result in the
2 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
3 shall be made in writing within twenty-four (24) hours of occurrence.

4 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
5 from or related to services performed by CONTRACTOR under this Agreement.
6 Such report shall be submitted to COUNTY within twenty-four (24) hours of
7 occurrence.

8 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
9 property. Such report shall be submitted to COUNTY within twenty-four (24)
10 hours of occurrence.

11 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
12 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
13 under the term of this Agreement. Such report shall be submitted to COUNTY
14 within twenty-four (24) hours of occurrence.

15 14. CONFLICT OF INTEREST

16 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
17 any actions or conditions that could result in a conflict with the best
18 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
19 agents, relatives, subcontractors, and third parties associated with
20 accomplishing the work hereunder.

21 14.2 CONTRACTOR's efforts shall include, but not be limited to,
22 establishing precautions to prevent its employees or agents from making,
23 receiving, providing, or offering gifts, entertainment, payments, loans, or
24 other considerations which could be deemed to appear to influence individuals
25 to act contrary to the best interests of COUNTY.

26 15. ANTI-PROSELYTISM PROVISION

27 No funds provided directly to institutions or organizations to provide
28 services and administer programs under Title 42 United States Code (USC)

1 Section 604(a)(1)(A) shall be expended for sectarian worship, instruction, or
2 proselytization, except as otherwise permitted by law.

3 16. SUPPLANTING GOVERNMENT FUNDS

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

13 17. EQUIPMENT

14 17.1 All items purchased with funds provided under this Agreement or
15 which are furnished to CONTRACTOR by COUNTY which have a single unit cost of
16 at least five thousand dollars (\$5,000), including sales tax, shall be
17 considered Capital Equipment. Title to all items of Capital Equipment
18 purchased vests and will remain in COUNTY as such shall be designated by
19 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
20 performance of this Agreement. Upon the termination of this Agreement,
21 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
22 or its representatives, or dispose of them in accordance with the directions
23 of ADMINISTRATOR.

24 CONTRACTOR further agrees to the following:

25 17.1.1 To maintain all items of Capital Equipment in good
26 working order and condition, normal wear and tear excepted.

27 17.1.2 To label all items of Capital Equipment, do periodic
28 inventories as required by ADMINISTRATOR and to maintain an inventory list

1 showing where and how the Capital Equipment is being used, in accordance with
2 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
3 ADMINISTRATOR within ten (10) days of any request therefore.

4 17.1.3 To report in writing to ADMINISTRATOR immediately after
5 discovery, the loss or theft of any items of Capital Equipment. For stolen
6 items, the local law enforcement agency must be contacted and a copy of the
7 police report submitted to ADMINISTRATOR.

8 17.1.4 To purchase a policy or policies of insurance covering
9 loss or damage to any and all Capital Equipment purchased under this
10 Agreement, in the amount of the full replacement value thereof, providing
11 protection against the classification of fire, extended coverage, vandalism,
12 malicious mischief and special extended perils (all risks) covering the
13 parties' interests as they appear.

14 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
15 requested in writing, shall require the prior written approval of
16 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
17 appropriate and directly related to CONTRACTOR's service or activity under the
18 terms of this Agreement. COUNTY may refuse reimbursement for any costs
19 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
20 if prior written approval has not been obtained from ADMINISTRATOR.

21 17.3 Personal Computer Equipment

22 17.3.1 No personal computers and/or personal electronic devices,
23 such as tablets and laptop computers, or any component thereof may be
24 purchased with funds provided under this Agreement

25 18. BREACH SANCTIONS

26 Failure by CONTRACTOR to comply with any of the provisions, covenants,
27 or conditions of this Agreement shall be a material breach of this Agreement.
28 In such event ADMINISTRATOR may, in its sole discretion, and in addition to

1 immediate termination and any other remedies available at law, in equity, or
2 otherwise specified in this Agreement:

3 18.1 Afford CONTRACTOR a time period within which to cure the breach,
4 which period shall be established at the sole discretion of ADMINISTRATOR;
5 and/or

6 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
7 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
8 later recovery; and/or

9 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
10 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

13 19. PAYMENTS

14 19.1 Maximum Contractual Obligation:

15 The maximum obligation of COUNTY under this Agreement shall be
16 \$224,025, or actual allowable costs, whichever is less.

17 19.2 Allowable Costs:

18 During the term of this Agreement, COUNTY shall pay CONTRACTOR
19 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
20 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by
21 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
22 for anticipated allowable costs that will be incurred by CONTRACTOR for June
23 2015, during the month of such anticipated expenditure.

24 19.3 Match:

25 In providing services pursuant to this Agreement, CONTRACTOR shall
26 provide a match in an amount no less than \$8,000 during the term of this
27 Agreement. CONTRACTOR shall not use government funds to provide its match
28 without prior written approval by the government agency providing the funds

1 and ADMINISTRATOR. The match shall be reflected on the monthly invoice and
2 shall be deducted from payments made by COUNTY to CONTRACTOR. In the event
3 there is a portion of the match unpaid at the termination of this Agreement,
4 it shall be deducted from any monies owed CONTRACTOR by COUNTY, or paid to
5 COUNTY upon demand.

6 19.4 Claims:

7 19.4.1 CONTRACTOR shall submit monthly reimbursement claims to
8 be received by ADMINISTRATOR no later than the twentieth (20th) calendar day
9 of the month for expenses incurred in the preceding month. In the event the
10 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
11 shall submit the claim the next business day. COUNTY holidays include New
12 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
13 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
14 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

15 19.4.2 All reimbursement claims must be submitted on a form
16 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
17 supporting source documents with the monthly claim, including, inter alia, a
18 monthly statement of services, general ledgers, supporting journals, time
19 sheets, invoices, canceled checks, receipts, and receiving records, some of
20 which may be required to be copied. Source documents that CONTRACTOR must
21 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-
22 Controller. CONTRACTOR shall retain all financial records in accordance with
23 Paragraph 24 (Records, Inspections, and Audits) of this Agreement.

24 19.4.3 Payments should be released by COUNTY within a reasonable
25 time period of approximately thirty (30) days after receipt of a correctly
26 completed claim form and required supporting documentation.

27 19.4.4 Year End and Final Claims:

28 19.4.4.1 Final claims for the term of July 1, 2014

1 through June 30, 2015, must be received no later than August 30, 2015 at 5:00
2 p.m.

3 19.4.4.2 Claims received after the dates specified in
4 Subparagraph 19.4.4.1 may not be reimbursed. ADMINISTRATOR may, in its sole
5 discretion, modify the date upon which the final claim per term must be
6 received, upon written notice to CONTRACTOR.

7 19.4.4.3 The basis for final settlement shall be the
8 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122,
9 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
10 to the maximum obligation of COUNTY. In the event that any overpayment has
11 been made, COUNTY may offset the amount of the overpayment against the final
12 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
13 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
14 Nothing herein shall be construed as limiting the remedies of COUNTY in the
15 event an overpayment has been made.

16 20. OVERPAYMENTS

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

1 COUNTY necessary to enforce the provisions set forth in this Paragraph.

2 21. OUTSTANDING DEBT

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

6 22. FINAL REPORT

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

12 23. INDEPENDENT AUDIT

13 CONTRACTOR shall employ a licensed certified public accountant who shall
14 prepare and file with ADMINISTRATOR an annual organization-wide audit of
15 related expenditures during the term of this Agreement in compliance with the
16 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
17 Organizations. The audit must be performed in accordance with generally
18 accepted government auditing standards and OMB Circular A-122.

19 23.1 CONTRACTOR agrees to provide ADMINISTRATOR with a copy of its
20 organization-wide audit for the period ending June 30 within sixty (60) days
21 after the end of its fiscal year. Failure to comply with this Paragraph shall
22 be sufficient cause for ADMINISTRATOR, in its sole discretion, to deny payment
23 of any monies under this or any other subsequent Agreement with CONTRACTOR
24 until such time the audit is received. ADMINISTRATOR may, in its sole
25 discretion, modify the date upon which the independent audit must be received,
26 upon notice to CONTRACTOR.

27 24. RECORDS, INSPECTIONS AND AUDITS

28 24.1 Financial Records:

1 24.1.1 CONTRACTOR shall prepare and maintain accurate and
2 complete financial records. Financial records shall be retained, by
3 CONTRACTOR, for a minimum of five (5) years from the date of final payment
4 under this Agreement or until all pending COUNTY, State and Federal audits are
5 completed, whichever is later.

6 24.1.2 CONTRACTOR shall establish and maintain reasonable
7 accounting, internal control and financial reporting standards in conformity
8 with generally accepted accounting principles established by the American
9 Institute of Certified Public Accountants and to the satisfaction of
10 ADMINISTRATOR.

11 24.2 Client Records:

12 24.2.1 CONTRACTOR shall prepare and maintain accurate and
13 complete records of clients served and dates and type of services provided
14 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

15 24.2.2 All client records related to services provided under the
16 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
17 (5) years from the date of final payment under this Agreement or until all
18 pending COUNTY, State and Federal audits are completed, whichever is later.
19 Notwithstanding anything to the contrary, upon termination of this Agreement,
20 CONTRACTOR shall relinquish control with respect to client records to COUNTY
21 in accordance with Subparagraph 42.2.

22 24.2.3 COUNTY may refuse payment for a claim if client records
23 are determined by COUNTY to be incomplete or inaccurate. In the event client
24 records are determined to be incomplete or inaccurate after payment has been
25 made, COUNTY may treat such payment as an overpayment within the provisions of
26 this Agreement.

27 24.3 Public Records:

28 With the exception of client records or other records referenced

1 in Paragraph 30, entitled Confidentiality, all records, including but not
2 limited to, reports, audits, notices, claims, statements and correspondence,
3 required by this Agreement may be subject to public disclosure. COUNTY will
4 not be liable for any such disclosure.

5 24.4 Inspections and Audits:

6 24.4.1 The Director of CDSS, State Auditor-General,
7 ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or
8 any of their authorized representatives, shall have access to any books,
9 documents, papers and records, including medical records, of CONTRACTOR which
10 any of them may determine to be pertinent to this Agreement for the purpose of
11 financial monitoring. Further, all the above mentioned persons have the right
12 at all reasonable times to inspect or otherwise evaluate the work performed or
13 being performed under this Agreement and the premises in which it is being
14 performed.

15 24.4.2 CONTRACTOR shall make available its books and financial
16 records within the borders of Orange County within ten (10) days after receipt
17 of written demand by ADMINISTRATOR.

18 24.4.3 In the event CONTRACTOR does not make available its books
19 and financial records within the borders of Orange County, CONTRACTOR agrees
20 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
21 designee, necessary to obtain CONTRACTOR's books and financial records.

22 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of
23 COUNTY's liability to the State or Federal government or any agency thereof
24 resulting from any disallowances or other audit exceptions to the extent that
25 such liability is attributable to CONTRACTOR's failure to perform under this
26 Agreement.

27 24.5 Evaluation Studies:

28 24.5.1 CONTRACTOR shall participate as requested by COUNTY in

1 research and/or evaluative studies designed to show the effectiveness and/or
2 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
3 project.

4 25. PERSONNEL DISCLOSURE

5 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
6 all personnel providing services hereunder, including résumés and job
7 applications. Changes to the list will be immediately provided to
8 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
9 application. The list shall include:

10 25.1.1 Names of all full or part-time personnel by title,
11 including volunteer personnel, whose direct services are required to provide
12 the programs described herein;

13 25.1.2 A brief description of the functions of each position and
14 the hours each person works each week; or for part-time personnel, each day or
15 month, as appropriate;

16 25.1.3 The professional degree, if applicable, and experience
17 required for each position; and

18 25.1.4 The language skill, if applicable, for all personnel.

19 25.2 CONTRACTOR's employment applications shall require applicants to
20 provide detailed information regarding the conviction of a crime by any court,
21 for offenses other than minor traffic offenses. Information not disclosed in
22 the employment application discovered subsequent to the hiring or promotion of
23 any applicant shall be cause for termination of that employee from the
24 performance of services under this Agreement.

25 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
26 COUNTY, criminal record background checks on all employees and/or volunteers
27 who will provide services under this Agreement. Candidates will satisfy
28 background checks consistent with and comparable to those required for COUNTY

1 employees.

2 25.4 CONTRACTOR warrants that all persons employed or otherwise
3 assigned by CONTRACTOR to provide services under this Agreement have
4 satisfactory past work records and/or reference checks indicating their
5 ability to perform the required duties and accept the kind of responsibility
6 anticipated under this Agreement. CONTRACTOR shall maintain records of
7 background investigations and reference checks undertaken and coordinated by
8 CONTRACTOR for each employee and/or volunteer assigned to provide services
9 under this Agreement for a minimum of five (5) years from the date of final
10 payment under this Agreement or until all pending COUNTY, State and Federal
11 audits are completed, whichever is later, in compliance with all applicable
12 laws.

13 25.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
14 arrest and/or subsequent conviction, for offenses other than minor traffic
15 offenses, of any paid employee and/or volunteer staff performing services
16 under this Agreement, when such information becomes known to CONTRACTOR.
17 ADMINISTRATOR, in its sole discretion, may determine whether such employee
18 and/or volunteer may continue to provide services under this Agreement and
19 shall provide notice of such determination to CONTRACTOR in writing.
20 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
21 material breach of this Agreement, pursuant to Paragraph 18 above.

22 25.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
23 staff performing work hereunder and any proposed changes in CONTRACTOR's
24 staff.

25 25.7 COUNTY shall have the right, at its sole discretion, to require
26 CONTRACTOR to remove any employee from the performance of services under this
27 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
28 said personnel.

1 25.8 CONTRACTOR shall notify COUNTY immediately when staff is
2 terminated for cause from working on this Agreement.

3 25.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
4 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
5 work in accordance with the terms and conditions of this Agreement.

6 26. EMPLOYMENT ELIGIBILITY VERIFICATION

7 As applicable, CONTRACTOR warrants that it fully complies with all
8 Federal and State statutes and regulations regarding the employment of aliens
9 and others, and that all its employees performing work under this Agreement
10 meet the citizenship or alien status requirement set forth in Federal statutes
11 and regulations. CONTRACTOR shall obtain, from all employees performing work
12 hereunder, all verification and other documentation of employment eligibility
13 status required by Federal or State statutes and regulations including, but
14 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC
15 Section 1324 et seq., as they currently exist and as they may be hereafter
16 amended. CONTRACTOR shall retain all such documentation for all covered
17 employees for the period prescribed by the law. CONTRACTOR shall indemnify,
18 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
19 its agents, officers, and employees from employer sanctions and any other
20 liability which may be assessed against CONTRACTOR or COUNTY or both in
21 connection with any alleged violation of any Federal or State statutes or
22 regulations pertaining to the eligibility for employment of any persons
23 performing work under this Agreement.

24 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

25 In order to comply with child support enforcement requirements of
26 COUNTY, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days of
27 the award of this Agreement:
28

- 1 (a) in the case of an individual contractor, his/her name, date of
2 birth, Social Security number, and residence address;
- 3 (b) in the case of a contractor doing business in a form other than as
4 an individual, the name, date of birth, Social Security number,
5 and residence address of each individual who owns an interest of
6 ten percent (10%) or more in the contracting entity;
- 7 (c) a certification that CONTRACTOR has fully complied with all
8 applicable Federal and State reporting requirements regarding its
9 employees; and a certification that CONTRACTOR has fully complied
10 with all lawfully served Wage and Earnings Assignment Orders and
11 Notices of Assignment, and will continue to so comply.

12 The failure of CONTRACTOR to timely submit the data or certifications
13 required by subsections (a), (b), (c), or (d), or to comply with all Federal
14 and State employee reporting requirements for child support enforcement or to
15 comply with all lawfully served Wage and Earnings Assignment Orders and
16 Notices of Assignment shall constitute a material breach of this Agreement,
17 and failure to cure such breach within sixty (60) calendar days of notice from
18 COUNTY shall constitute grounds for termination of this Agreement.

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

22 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

23 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
24 ensure that all employees, volunteers, consultants, or agents performing
25 services under this Agreement report child abuse or neglect to one of the
26 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
27 abuse as defined in Section 15610.07 of the WIC to one of the agencies
28 specified in WIC Section 15630. CONTRACTOR shall require such employee,

1 volunteer, consultant or agent to sign a statement acknowledging the child
2 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
3 Penal Code and the dependent adult and elder abuse reporting requirements as
4 set forth in Section 15630 of the WIC and will comply with the provisions of
5 these code sections as they now exist or as they may hereafter be amended.

6 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

12 30. CONFIDENTIALITY

13 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
14 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
15 and all other provisions of law, and regulations promulgated thereunder
16 relating to privacy and confidentiality, as each may now exist or be hereafter
17 amended.

18 30.2 All records and information concerning any and all persons
19 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
20 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
21 volunteers. CONTRACTOR shall require all of its employees, agents,
22 subcontractors and volunteer staff who may provide services for CONTRACTOR
23 under this Agreement to sign an agreement with CONTRACTOR before commencing
24 the provision of any such services, to maintain the confidentiality of any and
25 all materials and information with which they may come into contact, or the
26 identities or any identifying characteristics or information with respect to
27 any and all participants referred to CONTRACTOR by COUNTY, except as may be
28 required to provide services under this Agreement or to those specified in

1 this Agreement as having the capacity to audit CONTRACTOR, and as to the
2 latter, only during such audit. CONTRACTOR shall comply with any audits
3 specified in Paragraph 24, provide reports and any other information required
4 by COUNTY in the administration of this Agreement, and as otherwise permitted
5 by law.

6 30.3 CONTRACTOR shall inform all of its employees, agents,
7 subcontractors, volunteers and partners of this provision and that any person
8 knowingly and intentionally violating the provisions of said State law may be
9 guilty of a crime.

10 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
11 be subject to the confidentiality requirements of this Agreement.

12 30.5 CONTRACTOR agrees to maintain the confidentiality of its records
13 with respect to Juvenile Court matters, in accordance with WIC Section 827,
14 all applicable statutes, case law, and Orange County Juvenile Court Policy
15 regarding Confidentiality, as it now exists or may hereafter be amended.

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

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

25 31. COPYRIGHT ACCESS

26 The CDSS, and COUNTY will have royalty-free, nonexclusive and
27 irrevocable license to publish, translate, or use, now and hereafter, all
28 material developed under this Agreement including those covered by copyright.

1 32. WAIVER

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

10 33. PETTY CASH

11 CONTRACTOR is authorized to establish a petty cash fund in an amount not
12 to exceed two hundred and fifty dollars (\$250).

13 34. PUBLICITY

14 34.1 Information and solicitations, prepared and released by
15 CONTRACTOR, concerning the services provided under this Agreement shall state
16 that the program, wholly or in part, is funded through State government funds.

17 34.2 CONTRACTOR shall not disclose any details in connection with this
18 Agreement to any person or entity except as may be otherwise provided
19 hereunder or required by law. However, in recognizing CONTRACTOR's need to
20 identify its services and related clients to sustain itself, COUNTY shall not
21 inhibit CONTRACTOR from publishing its role under this Agreement within the
22 following conditions:

23 34.2.1 CONTRACTOR shall develop all publicity material in a
24 professional manner; and

25 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
26 and shall not authorize another to, publish or disseminate any commercial
27 advertisements, press releases, feature articles, or other materials using the
28 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not

1 unreasonably withhold written consent.

2 35. COUNTY RESPONSIBILITIES

3 ADMINISTRATOR will provide consultation and technical assistance, and
4 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

5 36. REFERRALS

6 36.1 CONTRACTOR shall provide services to individuals referred by
7 ADMINISTRATOR.

8 37. REPORTS

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

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

17 38. ENERGY EFFICIENCY STANDARDS

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

21 39. ENVIRONMENTAL PROTECTION STANDARDS

22 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
23 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33
24 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,
25 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any
26 may now exist or be hereafter amended. Under these laws and regulations,
27 CONTRACTOR assures that:

28 39.1 No facility to be utilized in the performance of the proposed

1 grant has been listed on the EPA List of Violating Facilities;

2 39.2 It will notify COUNTY prior to award of the receipt of any
3 communication from the Director, Office of Federal Activities, U.S. EPA,
4 indicating that a facility to be utilized for the grant is under consideration
5 to be listed on the EPA List of Violating Facilities; and

6 39.3 It will notify COUNTY and EPA about any known violation of the
7 above laws and regulations.

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

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

18 A. The definitions and prohibitions contained in the clause at
19 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
20 Certain Federal Transactions, included in this solicitation, are hereby
21 incorporated by reference in Paragraph (B) of this certification.

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

24 1) No Federal appropriated funds have been paid or will
25 be paid to any person for influencing or attempting to influence an officer or
26 employee of any agency, a Member of Congress, an officer or employee of
27 Congress, or an employee of a Member of Congress on his or her behalf in
28 connection with the awarding of any Federal contract, the making of any

1 Federal grant, the making of any Federal loan, the entering into of any
2 cooperative agreement, and the extension, continuation, renewal, amendment or
3 modification of any Federal contract, grant, loan or cooperative agreement;

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

12 3) He or she will include the language of this
13 certification in all subcontract awards at any tier and require that all
14 recipients of subcontract awards in excess of \$100,000 shall certify and
15 disclose accordingly.

16 C. Submission of this certification and disclosure is a
17 prerequisite for making or entering into this Agreement imposed by Section
18 1352, Title 31, USC. Any person who makes an expenditure prohibited under
19 this provision or who fails to file or amend the disclosure form to be filed
20 or amended by this provision, shall be subject to a civil penalty of not less
21 than \$10,000, and not more than \$100,000, for each such failure.

22 41. POLITICAL ACTIVITY

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

26 42. TERMINATION PROVISIONS

27 42.1 ADMINISTRATOR may terminate this Agreement without penalty
28 immediately with cause or after thirty (30) days written notice without cause,

1 unless otherwise specified. Notice shall be deemed served on the date of
2 mailing. Cause shall be defined as any breach of contract, any
3 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
4 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
5 all further obligations under this Agreement.

6 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to
7 cooperate with ADMINISTRATOR in the orderly transfer of service
8 responsibilities, active case records, and pertinent documents.

9 42.3 The obligations of COUNTY under this Agreement are contingent upon
10 the availability of Federal and/or State funds, as applicable, for the
11 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
12 for the services hereunder in the budget approved by the Orange County Board
13 of Supervisors each fiscal year this Agreement remains in effect or operation.
14 In the event that such funding is terminated or reduced, ADMINISTRATOR may
15 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
16 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
17 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
18 notification of such determination. CONTRACTOR shall immediately comply with
19 ADMINISTRATOR's decision.

20 42.4 If any provision of this Agreement or the application thereof is
21 held invalid, the remainder of this Agreement shall not be affected thereby.

22 43. GOVERNING LAW AND VENUE

23 This Agreement has been negotiated and executed in the State of
24 California and shall be governed by and construed under the laws of the State
25 of California. In the event of any legal action to enforce or interpret this
26 Agreement, the sole and exclusive venue shall be a court of competent
27 jurisdiction located in Orange County, California, and the parties hereto
28 agree to and do hereby submit to the jurisdiction of such court.

1 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties
2 specifically agree to waive any and all rights to request that an action be
3 transferred for trial to another county.

4 44. SIGNATURE IN COUNTERPARTS

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

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3
4
5 By: _____
6 Brian Scharkey
7 CHIEF FINANCIAL OFFICER
8 OLIVE CREST

By: _____
COUNTY OF ORANGE
CHAIR OF THE BOARD
OF SUPERVISORS

9 Dated: _____

Dated: _____

10
11 SIGNED AND CERTIFIED THAT A COPY OF THIS
12 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR
13 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
14 ATTEST:

15 _____
16 SUSAN NOVAK
17 Clerk of the Board of Supervisors
18 Orange County, California

19 APPROVED AS TO FORM
20 COUNTY COUNSEL
21 COUNTY OF ORANGE, CALIFORNIA

22 By: _____
23 DEPUTY

24 Dated: _____
25
26
27
28

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 OLIVE CREST
8 FOR THE PROVISION OF
9 KINSHIP SUPPORT SERVICES PROGRAM
10

11 1. POPULATION TO BE SERVED

12 CONTRACTOR shall provide services to full-time relative caregivers and
13 the children, ages birth through eighteen (0-18), who are placed in their
14 homes, including children with special needs. Children may be related to
15 relative caregivers by blood, marriage, or other special circumstances, and
16 may or may not be dependents of the Juvenile Court. The population to be
17 served, as defined in this paragraph, shall hereinafter be referred to
18 individually as "FAMILY" and collectively as "FAMILIES."

19 2. DEFINITIONS

20 2.1 Assessment: One or more interviews with FAMILY by CONTRACTOR, to
21 identify needs, referral goals, and objectives towards stability of placement.

22 2.2 Individual Service Plan (ISP): A written plan developed by
23 CONTRACTOR containing FAMILY's specific strengths and needs, goals that can be
24 measured to demonstrate progress or completion, objectives describing outcomes
25 to be accomplished by said goals, and methods of achieving goals.

26 2.3 Kinship Support Services Program (KSSP): A state funded program
27 for local kinship support programs, offering community-based support services
28 to relative caregivers and the children placed in their care who are at risk

1 of dependency or delinquency.

2 3. WORKLOAD STANDARDS

3 3.1 For purposes of this Agreement, CONTRACTOR and ADMINISTRATOR agree
4 to the following:

5 3.1.1 Each hour of KSSP services shall be counted as one (1)
6 hour of service regardless of the number of FAMILY members being served.

7 3.2 CONTRACTOR's workload standards with respect to this Agreement are
8 as follows:

9 3.2.1 Provide KSSP services as stated in Paragraph 4 of this
10 Exhibit A, to a minimum of one hundred thirty (130) unduplicated FAMILIES.

11 3.2.2 Provide a minimum of 3,500 direct service hours of KSSP
12 services. Direct service hours shall consist of in-home services, individual
13 or group counseling services, parent mentorship, support group services,
14 educational workshops, tutoring, and homework assistance. CONTRACTOR's follow-
15 up services shall not be considered as direct service hours.

16 3.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
17 modify workload standards as set forth in this Paragraph and as authorized by
18 COUNTY, without reducing the level of service to be provided by CONTRACTOR.

19 4. HOURS OF OPERATION

20 CONTRACTOR shall provide services during hours that are responsive to
21 the needs of the target population(s) as determined by ADMINISTRATOR. At a
22 minimum, CONTRACTOR shall provide services during business days Monday through
23 Friday, from 9:00 a.m. to 5:00 p.m.. However, CONTRACTOR shall assign direct
24 service staff to meet availability of FAMILIES at any mutually agreed upon
25 time, including evenings (5:00 p.m. to 9:00 p.m.), and weekends, as needed to
26 meet needs of FAMILIES. In addition, CONTRACTOR's direct service and
27 administrative staff shall be available on-call, twenty-four (24) hours per
28 day, seven (7) days per week, via CONTRACTOR's priority paging system.

1 5. SERVICES

2 5.1 CONTRACTOR shall provide KSSP services at no cost to FAMILIES.

3 5.2 CONTRACTOR shall provide services in FAMILIES' residence and other
4 locations as indicated in Paragraph 7 of this Exhibit A.

5 5.3 CONTRACTOR shall coordinate with the COUNTY's Family Resource
6 Centers (FRCs) to provide onsite services at least one (1) day per month at
7 each FRC, during the term of this Agreement. CONTRACTOR and ADMINISTRATOR may
8 mutually agree in writing to modify the number of service days per FRC.

9 5.4 CONTRACTOR shall deliver culturally responsive services to meet
10 the individual FAMILY's primary language needs. A minimum of fifty-five (55)
11 percent of CONTRACTOR's direct service staff shall be proficient in Spanish.
12 All staff shall also be fluent in English. If bilingual staff is not
13 available, CONTRACTOR agrees to provide interpreter services at no cost to the
14 COUNTY.

15 5.5 CONTRACTOR shall assist FAMILIES to create a permanent, nurturing
16 environment where children are free from abuse and/or neglect and increase the
17 likelihood that relative caregivers will assume and maintain responsibility
18 and care of children and provide placement stability. Services may include,
19 but will not be limited to teaching child management, communication and
20 problem-solving skills, role-modeling appropriate parent-child behaviors and
21 relationships, parenting skills and coaching, impulse and anger control,
22 budgeting, housekeeping, developing support system resources, and any other
23 services identified to eliminate or minimize risk factors that could
24 jeopardize placement.

25 5.6 Case Management and Kinship Advocate Services:

26 5.6.1 CONTRACTOR shall complete an Assessment with FAMILIES.

27 5.6.2 CONTRACTOR shall assist FAMILIES to understand specific,
28 unique strengths, relationships and family roles; prepare an ISP for each

1 FAMILY; and determine appropriate and available support services and community
2 resource linkages that address FAMILY's specific needs.

3 5.6.3 CONTRACTOR shall ensure FAMILY has a voice, choice, and
4 ownership of the support services offered.

5 5.6.4 CONTRACTOR shall document appropriateness and
6 effectiveness of services provided to address FAMILY's core issues, including
7 FAMILY's response to services and progress.

8 5.6.5 CONTRACTOR shall coordinate weekly case consultation, as
9 needed, with the assigned Children and Family Services (CFS) social worker to
10 discuss progress and concerns of FAMILY.

11 5.7 Mentor Services:

12 5.7.1 Utilizing experienced relative caregivers, CONTRACTOR
13 shall provide mentoring services, in group or individual settings, which shall
14 include insight into the adoption process, shared personal experiences through
15 trainings and consultations, referrals to community resources, and general
16 assistance through the adoption or guardianship process.

17 5.7.2 CONTRACTOR shall identify mentors for FAMILY's children,
18 as needed.

19 5.7.3 CONTRACTOR shall provide mentors to attend and/or present
20 at various KSSP services related community functions and provide presentations
21 for current and potential relative caregivers.

22 5.8 Counseling Services:

23 CONTRACTOR shall refer to or provide individual and family
24 counseling as follows:

25 5.8.1 Individual counseling shall target: FAMILY's relative
26 caregivers and children who are in crisis; relative caregivers whose emotional
27 stability is impacting placement; and children who are hesitant about being
28 adopted due to emotional crisis.

1 5.8.2 Family counseling shall be provided to: FAMILIES in need
2 of support before, during and following placement; FAMILIES at risk of
3 placement disruption; and relatives significant to child's life.

4 5.9 Parent Education Services

5 CONTRACTOR shall provide parent education addressing specific
6 skill building which increases FAMILY's ability to appropriately understand
7 and address behavioral problems.

8 5.9.1 Topics shall include, but not be limited to concerns
9 related to the involvement in the dependency system; issues of loss, rejection
10 and abandonment; guilt and low self-esteem; anger and resentment; split
11 loyalties; embarrassment and shame; transference and projection; sabotage;
12 birth parent involvement; trust and attachment; adjustment difficulties and
13 redefining boundaries and relationships; traditional parenting techniques; and
14 the impact of abuse and neglect on children, with possible interventions to
15 avoid the risk of such abuse and neglect.

16 5.9.2 CONTRACTOR shall address underlying issues that may
17 prevent successful parenting.

18 5.10 Educational Support Services

19 5.10.1 CONTRACTOR shall monitor the educational progress of
20 children in FAMILIES, advocate for FAMILIES regarding school related issues,
21 and assist FAMILIES with the education planning process to enhance children's
22 school functionality.

23 5.10.2 CONTRACTOR shall facilitate tutoring and homework
24 assistance services for children who are having academic difficulty in school.

25 5.10.3 CONTRACTOR shall, when practical, identify additional
26 educational resources.

27 5.11 Teen Mentor Services

28 5.11.1 Utilizing volunteers and interns, CONTRACTOR shall

1 implement a one-to-one mentoring program to engage FAMILY's teens to develop a
2 relationship through activities in which both the mentor and teen participate,
3 such as projects that build self-esteem and positive and responsible social
4 skills, exposes the teen to constructive social and recreational activities,
5 and develops the mentoring relationship.

6 5.12 Support Groups and Workshops

7 5.12.1 CONTRACTOR shall provide groups and workshops at various
8 ADMINISTRATOR approved community locations at times that best meet FAMILIES'
9 needs. CONTRACTOR shall give priority to FAMILIES with older children and/or
10 sibling sets who are struggling with stability.

11 5.12.2 CONTRACTOR shall utilize a team approach providing
12 facilitators composed of a professional trainer/facilitator and a relative
13 mentor/parent.

14 5.12.3 CONTRACTOR shall develop and facilitate support groups
15 for relative caregivers utilizing CONTRACTOR's Kinship Advocates and/or Mentor
16 Parents until such time that relative caregivers may be able to assume the
17 role of co-facilitators for the support groups.

18 5.13 Information, Linkage and Referral Services

19 5.13.1 CONTRACTOR shall provide inter-agency coordination and
20 collaboration with various community organizations in serving FAMILIES,
21 including utilizing and partnering with FRCs whenever possible.

22 5.13.2 CONTRACTOR shall provide FAMILIES with information and
23 referrals for individual and/or group counseling in the areas of parent-child
24 relationships, group conflicts, emotional and/or physical abuse, and services
25 aimed at promoting permanency, including kinship adoption and guardianship.

26 5.13.3 CONTRACTOR shall provide FAMILIES with referrals for
27 transportation for medical care, educational and recreational activities, etc.

28 5.13.4 CONTRACTOR shall provide referrals to community agencies

1 that provide other supportive services, as appropriate.

2 5.13.5 CONTRACTOR shall follow-up with FAMILIES on referrals to
3 ensure the relative caregiver or child(ren) received appropriate services.

4 5.13.6 CONTRACTOR shall provide, build and maintain a network
5 with other agencies to ensure FAMILIES secure the necessary services to meet
6 their on-going needs.

7 5.14 Decision Making and Problem Solving

8 CONTRACTOR shall assist FAMILIES in decision-making and problem-
9 solving related but not limited to their responsibilities in the areas of
10 child behaviors, nutrition, health, legal services, housing, child care,
11 financial literacy, discipline techniques, parenting workshops, and community
12 resources to ensure the caregiver's ability to care for the child(ren) in a
13 safe, healthy environment.

14 5.15 Short Term Respite Care/Monthly Family Activities

15 5.15.1 CONTRACTOR shall assist FAMILIES to locate and utilize
16 affordable childcare and short term respite care.

17 5.15.2 CONTRACTOR shall establish a community based respite
18 service which will be a diversion resource for FAMILIES.

19 5.15.3 CONTRACTOR shall coordinate or refer FAMILIES to
20 available family activities focusing on children throughout the community.

21 5.16 Outreach Services

22 CONTRACTOR shall provide outreach services to the kinship
23 community to inform FAMILIES of their options related to permanency for the
24 children in their care, including information and assistance regarding
25 guardianship and adoption.

26 5.17 Health Care Support Services

27 CONTRACTOR shall assist FAMILIES in need of healthcare services by
28 assisting with the MediCal or Covered California application process and by

1 setting up meetings with public health service agencies and/or public health
2 programs.

3 5.18 Staff Training

4 5.18.1 CONTRACTOR shall provide a minimum of twenty (20) hours
5 of in-service training a year for its Kinship Advocate/Case Management staff.
6 Training programs shall be directly related to the service delivery
7 requirements in this Exhibit A.

8 5.18.2 CONTRACTOR's Quality Coordinator shall complete COUNTY's
9 eight (8) hour training program in ADMINISTRATOR's policies and procedures.

10 5.18.3 CONTRACTOR shall train staff on how to provide referrals
11 and how to research and develop available resources within the community.

12 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

13 In addition to providing the services described in Paragraph 5 of this
14 Exhibit A, CONTRACTOR agrees to:

15 6.1 Provide services that meet the State of California requirements of
16 KSSP as outlined in WIC Section 16605.

17 6.2 Employ experienced and qualified relative caregivers as Mentor
18 Parents.

19 6.3 Provide KSSP outcome evaluations, including performance outcome
20 data required by California Department of Social Services (CDSS), relating to
21 KSSP reporting requirements.

22 6.4 Attend at least one annual KSSP State conference per contract
23 term, as scheduled. The date and location may differ each year and are
24 announced by the State.

25 6.5 Provide computer capable of hosting the State mandated KSSP
26 database and the software program Microsoft Access, version 2000, or higher.

27 6.6 Create and submit quarterly, annual, and other management reports
28 as required by the State.

1 6.7 Use data collection program provided by CDSS and maintain Internet
2 access for the transmission of collected data.

3 6.8 Market and promote KSSP to local communities, schools, hospitals,
4 and other agencies and organizations as appropriate. Marketing shall include
5 printed materials, direct community outreach and referrals, Internet sites,
6 and government programs.

7 6.9 Work with ADMINISTRATOR to develop an evaluation plan to measure
8 outcomes including performance measures and minimum performance outcomes.

9 6.10 Utilize volunteers to provide certain services with prior written
10 approval from ADMINISTRATOR. Volunteers shall not be allowed to transport
11 referred clients.

12 6.11 Case consultation with the assigned CFS social worker shall occur
13 monthly by telephone conversation to discuss progress and concerns of FAMILY.

14 6.12 Notify the assigned CFS social worker, their supervisor, or
15 Officer of the Day immediately by telephone, and, on a form provided by
16 ADMINISTRATOR, submit a written Special Incident Report (SIR) within twenty-
17 four (24) hours to ADMINISTRATOR, in the event there is any incident of
18 unusual, aggressive, or high-risk behavior by a FAMILY, or there are any
19 injuries suffered by any party during the service delivery.

20 6.13 In accordance with Subparagraph 6.2, CONTRACTOR may subcontract
21 with OneOC for Paid Interns, with duties and minimum qualifications as
22 described in Subparagraph 11.7 of this Exhibit A.

23 7. FACILITIES

24 Services under this Agreement shall be provided in the residences of
25 referred FAMILIES, FRCs, and at:

26 Olive Crest
27 2130 E. Fourth Street, Suite 200
 Santa Ana, CA 92705

28 CONTRACTOR and ADMINISTRATOR may agree in writing as to other

1 facility(ies) and location(s) where services may be provided without changing
2 COUNTY's maximum obligation.

3 8. FAMILY CASE RECORDS

4 CONTRACTOR shall maintain case records on each FAMILY. Case records
5 shall include, but not be limited to:

6 8.1 FAMILY's name, address, phone number, employment information;

7 8.2 Names, birth dates, and sex of all FAMILY members;

8 8.3 Other persons in the home and their relationship to FAMILY;

9 8.4 Referral Form and any referral documentation;

10 8.5 Assessment and ISP;

11 8.6 Service Completion/Termination/Summary Report;

12 8.7 Social and family histories;

13 8.8 Case notes; and

14 8.9 Authorization to release information between ADMINISTRATOR and
15 CONTRACTOR.

16 9. REPORTS

17 CONTRACTOR shall prepare and submit to ADMINISTRATOR written reports
18 and/or forms including, but not limited to:

19 9.1 SIRs as specified in Subparagraph 6.12.

20 9.2 Service Completion/Termination Report (TR) that shall include, but
21 not be limited to, reason for completion/termination, summary of services
22 provided, FAMILY's progress under CONTRACTOR care, and community resource
23 linkage. The TR shall be submitted within twenty (20) days of service
24 completion/termination.

25 9.3 Workload Standards Report, to be submitted by the tenth (10th)
26 calendar day of each month, which shall include the following:

27 9.3.1 Name and number of new FAMILIES referred each month and
28 referral source.

- 1 9.3.2 Number of hours of in-home services provided each month.
- 2 9.3.3 Number of English and Spanish speaking FAMILIES served
- 3 each month.
- 4 9.3.4 Number of hours at Juvenile Court each month, if
- 5 applicable.
- 6 9.3.5 Number of direct service hours provided monthly to each
- 7 FAMILY.
- 8 9.3.6 Number of active cases at the end of each month.
- 9 9.3.7 Number of cases closed during each month.
- 10 9.3.8 Number of English and Spanish speaking FAMILIES on
- 11 waiting list and date of next anticipated opening.

12 9.4 Any additional information regarding the program's progress shall

13 be prepared in a format approved by ADMINISTRATOR.

14 10. BUDGET

15 10.1 The budget for services provided pursuant to Exhibit A of this

16 Agreement is set forth as follows:

17 LINE ITEMS:

	<u>Salaries</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
19	Executive Director	.05	\$46.82	\$4,869
20	Program Director	.65	31.25	42,250
21	Kinship Advocate			
22	(Bilingual)	.80	18.36	30,552
23	Kinship Advocate	.80	16.00	26,624
24	Parent Mentor(s)	.60	15.00	18,720
25	Administrative Assistant/Child Care Coordinator	.40	15.00	12,480
26	Community Liaison	.50	17.00	<u>17,680</u>
27	SUBTOTAL SALARIES			\$153,175
28	BENEFITS ⁽³⁾ (12.30% of salaries)			<u>\$18,841</u>

1	TOTAL SALARIES AND BENEFITS	\$172,016
2	<u>PROGRAM AND OPERATING EXPENSES</u>	
3	Paid Interns	\$14,000
4	Program Expense ⁽⁵⁾	2,000
5	Office Expense	1,400
6	Telephone	1,500
7	Mileage ⁽⁶⁾	3,200
8	In-Kind Match	8,000
9	Training	1,800
10	Meetings	1,900
11	Marketing Expenses	186
12	Facility Expenses	1,000
13	Utilities	1,000
14	Insurance	1,200
15	Indirect (not to exceed 14.9% of salaries)	<u>22,823</u>
16	TOTAL PROGRAM AND OPERATING EXPENSES	\$60,009
17	GRAND TOTAL	\$232,025
18	Minus In-Kind Match	<u>(8,000)</u>
19	Maximum County Obligation	\$224,025
20	Total Maximum County Obligation	\$224,025

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

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

(3) Medical, long-term disability, retirement, pension, employee assistance, FICA, SUI, Workers' Compensation and vacation accrual.

(4) Travel incurred as Program Expense costs will be in accordance with Title 41 CFR Chapter 301, Federal Travel Regulation; Maximum Per Diem Rates;

1 Final Rules. Travel must be approved by ADMINISTRATOR in advance. CONTRACTOR
2 will be reimbursed for actual expenses of lodging, up to the maximum allowed
3 in Title 41 CFR Chapter 301, Travel Allowances. CONTRACTOR will be reimbursed
4 for per diem rate paid to employees for meals and incidental expenses incurred
5 during travel, up to the maximum allowed in Title 41 CFR Chapter 301, Travel
6 Allowances.

7 (6) Mileage is limited to the amount allowed by IRS.

8 10.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
9 notice, to add, delete or modify line items and/or amounts and/or the number
10 and type of FTE positions, without changing COUNTY's maximum obligation (as
11 stated in Subparagraph 19.1 of this Agreement), or reducing the level of
12 service to be provided by CONTRACTOR. Further, in accordance with
13 Subparagraph 42.3 of this Agreement, in the event ADMINISTRATOR reduces the
14 maximum obligation, CONTRACTOR and ADMINISTRATOR may mutually agree in writing
15 to proportionately reduce the service goals as set forth in this Exhibit A.

16 11. STAFF

17 CONTRACTOR shall provide the following described staff positions:

18 11.1 Executive Director

19 11.1.1 Duties:

20 Provides administrative support and oversight for KSSP.

21 11.1.2 Minimum Qualifications:

22 Master's degree in Psychology, Social Work or related
23 field; licensure as Marriage and Family Therapist (MFT) or Licensed Clinical
24 Social Worker (LCSW) preferred. At least five (5) years experience
25 administrating human and social services programs.

26 11.2 Program Director

27 11.2.1 Duties:

28 11.2.1.1 Provides/oversees training to staff.

1 11.2.1.2 Screens, hires, and directs program staff.

2 11.2.1.3 Ensures compliance with Olive Crest's
3 policies and procedures, and local, State and Federal requirements.

4 11.2.1.4 Supervises, administers, monitors, and
5 evaluates established services for the program, and develops new approaches as
6 needed.

7 11.2.1.5 Provides direction on case termination
8 decisions.

9 11.2.1.6 Prepares and submits reports and/or
10 recommendations to Olive Crest's Executive Director concerning caseload
11 status, critical incident involvement of family members and staff, budget
12 status and requests, changes in program plans, and any unusual incidents that
13 occur in the operation of the program.

14 11.2.1.7 Develops and maintains effective working
15 relationships with necessary support services for KSSP, such as public welfare
16 personnel, therapists, law enforcement staff, school officials, neighbors,
17 church and youth organization representatives, FRCs, etc. Develops and
18 utilizes referral resources as necessary.

19 11.2.1.8 Provides and reviews necessary communication
20 and documentation for families, agencies, courts, and interested parties to
21 support relative caregivers and their children, in the stability of placement.

22 11.2.1.9 Develops and installs effective data
23 collection systems, provides appropriate data, supervises data gathering by
24 others and analyzes data from a variety of sources. Establishes systems to
25 predict and prevent potential problems and develops intervention strategies to
26 respond to problems.

27 11.2.2 Minimum Qualifications:

28 Master's degree in Social Work, Education or related

1 field or at least five (5) years experience administrating human service
2 and/or social service programs. Strong background in staff training and
3 development.

4 11.3 Kinship Advocate

5 11.3.1 Duties:

6 11.3.1.1 Provides ISP and Assessment to
7 individuals/families with problems related to relative caregivers and their
8 child(ren). Provides follow-up services to individuals/families.

9 11.3.1.2 Assesses problems, prepares proper
10 documentation, and service plans, and monitors individual/family progress
11 toward reaching predetermined goals; provides regular review and updating of
12 treatment plans.

13 11.3.1.3 Prepares and submits reports and/or
14 recommendations to the Program Director concerning case load status, critical
15 incident involvement of family members and staff, budget requests, changes in
16 program plans, and any unusual incidents that occur in the operation of the
17 program.

18 11.3.1.4 Provides advocacy services for FAMILIES in
19 crisis, determines which support service and/or linkage service are available
20 and appropriate.

21 11.3.1.5 Promotes KSSP program in the community.
22 Ensures program compliance with policies and procedures, and local, State and
23 Federal requirements.

24 11.3.1.6 Develops and maintains effective working
25 relationships with necessary support services for the program, public welfare
26 personnel, therapists, law enforcement staff, school officials, neighbors,
27 church and youth organization representatives, etc. Utilizes referral sources
28 as necessary.

1 11.3.1.7 Performs other related duties as assigned.

2 11.3.2 Minimum Qualifications:

3 Bachelor's degree from an accredited college or
4 university in Social Work, Psychology, Human Services, Child Development or
5 related field. Two (2) years experience in the human services field is
6 required. Awareness of childhood development, impact of childhood trauma,
7 parenting issues related to blended families, and training in out-of-home care
8 strategies and techniques. Ability to provide culturally responsive services
9 and to work with people from all racial and ethnic backgrounds. Bilingual
10 Spanish is preferred..

11 11.4 Mentor Parent

12 11.4.1 Duties:

13 Provide support for multiple service needs including
14 insight into and assistance with adoption and guardianship processes, sharing
15 personal experiences, training and consulting with relative caregivers,
16 referring families to available community resources, identifying mentor(s) for
17 child(ren), attending and/or presenting at community functions and to current
18 and potential relative caregivers. Bilingual Spanish is preferred.

19 11.4.2 Minimum Qualifications:

20 11.4.2.1 At least one (1) year experience caring full-
21 time for a relative's child,

22 11.4.2.2 Personal experience successfully working
23 through one or more of the systems with which relative caregivers frequently
24 are involved, e.g. child welfare, educational, health care, etc., to offer
25 expertise based on that first-hand experience.

26 11.5 Administrative Assistant/Child Care Coordinator

27 11.5.1 Duties:

28 Maintain program records, reports, expenditure records,

1 personnel records, scheduling and referral information, and billing and
2 collection for services rendered. Coordinate quality improvement functions
3 ensuring appropriate documentation of services and assisting in outcome
4 measurement. Provide childcare functions as needed.

5 11.5.2 Minimum Qualifications:

6 11.5.2.1 High school diploma or equivalent.

7 11.5.2.2 Minimum one (1) year experience in office
8 management, with proficiency in basic accounting, filing and other office
9 skills.

10 11.5.2.3 Minimum one (1) year experience in
11 facilitating children's educational activities and play groups.

12 11.5.2.4 Must possess computer skills and experience
13 using Microsoft Word, Publisher, PowerPoint, Excel and Access programs.

14 11.5.2.5 Must have knowledge of outcome measures and
15 data collection.

16 11.6 Community Liaison

17 11.6.1 Duties:

18 11.6.1.1 Responsible for recruitment and orientation
19 of volunteers/interns serving KSSP.

20 11.6.1.2 Assist in maintenance of State database;
21 generate caseload and statistical reports as needed.

22 11.6.1.3 Maintain Resource Files for KSSP.

23 11.6.1.4 Responsible for the collection, tracking and
24 distribution of in-kind donations, including holiday donations, food items,
25 tickets and miscellaneous donations.

26 11.6.1.5 Develop program communications via website,
27 newsletter and various social media applications.

28 11.6.1.6 Responsible for coordinating quarterly

1 family-focused events, holiday celebrations, and collaborative community
2 activities.

3 11.6.1.7 Actively participate in community and county
4 forums, webinars and meetings focused on increasing greater awareness, support
5 and addressing the needs of the KSSP population countywide.

6 11.6.1.8 Identify and assist with requests for grants,
7 private donors or other potential funding sources, to support both direct and
8 indirect program maintenance.

9 11.6.2 Minimum Qualifications

10 11.6.2.1 At least two (2) years experience
11 working/volunteering in a non-profit environment.

12 11.6.2.2 Advanced oral and written communication
13 skills.

14 11.6.2.3 Strong interpersonal and organizational
15 skills.

16 11.6.2.4 Advanced computer skills.

17 11.6.2.5 Experience with social media networks and a
18 strong understanding of web marketing and communication.

19 11.6.2.6 Ability to adapt to changing environments.

20 11.6.2.7 Experience working with database driven
21 systems.

22 11.6.2.8 Must have a philosophy of support for at risk
23 children in line with values mission and treatment philosophy of Olive Crest
24 KSSP.

25 11.7 Paid Intern

26 11.7.1 Duties:

27 Works directly with all KSSP staff, under supervision of
28 Program Director, to help build greater volunteer support and assistance to

1 children and relative caregivers in individual and group settings; and may
2 participate in community outreach or special event activities, as requested.

3 11.7.1.1 Develop and implement a volunteer program
4 focused on children from preschool to high school.

5 11.7.1.2 Develop a system to train and recognize
6 volunteers for service contributions.

7 11.7.1.3 Track volunteer program and infrastructure
8 development.

9 11.7.1.4 Communicate with community partners and
10 program staff, in regards to ongoing collaborative efforts.

11 11.7.1.5 Recruit responsible and committed individuals
12 to serve as volunteers for groups and activities that support children, youth,
13 and families.

14 11.7.1.6 Attend trainings and other meetings, as
15 scheduled.

16 11.7.1.7 Assist KSSP staff in the completion of logs
17 and other reporting documents, as directed.

18 11.7.1.8 Assist Kinship Advocates in providing
19 education and practical information and assistance to clients and greater
20 community.

21 11.7.1.9 Comply with all child and elder abuse
22 reporting requirements, in addition to basic agency policies and procedures.

23 11.7.1.10 Perform other duties in support of the KSSP,
24 as determined by Program Director.

25 11.7.2 Minimum Qualifications:

26 11.7.2.1 Completion of some college coursework in
27 Social Work, Psychology, Human Services, Child Development, or related field,
28 from an accredited college or university.

1 11.7.2.2 Some volunteer or paid experience working
2 with children and families.

3 11.7.2.3 Must be familiar with and have the ability to
4 identify and utilize available community resources, as needed.

5 11.7.2.4 Strong verbal and written communication
6 skills and ability to share information individually and in group settings.

7 11.7.2.5 Must have signed Child/Elder Abuse and
8 Confidentiality agreements on file.

9 11.7.2.6 Must complete and obtain child abuse and
10 criminal record clearances.

11 11.7.2.7 Must have solid working knowledge of basic
12 computer applications.

13 11.7.2.8 Must share a philosophy of support for
14 abused/at risk children in line with the values, mission, and treatment
15 philosophy of Olive Crest KSSP.

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///