

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

9 THIS AGREEMENT, entered into this 1st day of July 2015, which date is
10 particularized for purpose of reference only, is by and between the COUNTY OF
11 ORANGE, hereinafter referred to as "COUNTY," and OLIVE CREST, a California
12 non-profit corporation, hereinafter referred to as "CONTRACTOR." This
13 Agreement shall be administered by the County of Orange Social Services Agency
14 Director or designee, hereinafter referred to as "ADMINISTRATOR."
15

16 W I T N E S S E T H :
17

18 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
19 Kinship Support Services Program services to relative caregivers and the
20 children placed in their care, that are aimed at helping to ensure permanent
21 family kinship placements and to provide multiple supportive services that
22 will eliminate the need for Juvenile Court jurisdiction and the provision of
23 services by the Social Services Agency; and

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

26 WHEREAS, such services are authorized and provided for pursuant to
27 California Welfare and Institutions Code Section 16605:

28 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2015, and terminate on June 30, 2016, 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

3.1 CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this 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 3.2 CONTRACTOR, its agents, employees and volunteers shall not be
2 entitled 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.

12 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
13 may require changes in staffing allocations to reflect current workload
14 demands or service needs as long as COUNTY's maximum obligation as set forth
15 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: [Not required for fixed fee contracts.]~~

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,~~

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

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

8. NON-DISCRIMINATION

8.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,

1 age, sexual orientation, military and veteran status ~~sex, race, color,~~
2 ~~ethnicity, national origin, ancestry, religion, age, marital status, medical~~
3 ~~condition, sexual orientation, sexual preference, gender identity or~~
4 ~~expression, physical or mental disability~~ or any other protected group in
5 accordance with the requirements of all applicable Federal or State laws.

6 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
7 meets the lawful and applicable requirements of the U.S. Department of Health
8 and Human Services.

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

13 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
14 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
15 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

16 8.5 Non-Discrimination in Employment:

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

1 8.5.2 CONTRACTOR shall refer any and all employees desirous of
2 filing a formal discrimination complaint to:

3 California Department of Social Services

4 Public Inquiry and Response Bureau

5 P.O. Box 944243, M.S. 8-3-23

6 Sacramento, CA 94244-2430

7 Telephone: (800) 952-5253

8 (800) 952-8349 (For the hard of hearing)

9 8.6 Non-Discrimination in Service Delivery:

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

fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 8.6 et seq.

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

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

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. NOTICES

1 9.1 All notices, claims, correspondence, reports, and/or statements
2 authorized or required by this Agreement shall be addressed as follows:

3 COUNTY: County of Orange Social Services Agency
4 Contract Services
5 888 N. Main Street
6 Santa Ana, CA 92701

7
8 CONTRACTOR: Olive Crest
9 2130 E. Fourth Street, Suite 200
10 Santa Ana, CA 92705

11 9.2 All notices shall be deemed effective when in writing and
12 deposited in the United States mail, first class, postage prepaid and
13 addressed as above. Any notices, claims, correspondence, reports and/or
14 statements authorized or required by this Agreement addressed in any other
15 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually
16 agree in writing to change the addresses to which notices are sent.

17 10. NOTICE OF DELAYS

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

23 11. INDEMNIFICATION

24 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
25 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
26 State, COUNTY, and their elected and appointed officials, officers, employees,
27 agents and those special districts and agencies which COUNTY's Board of
28 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from

1 any claims, demands or liability of any kind or nature, including but not
2 limited to personal injury or property damage, arising from or related to the
3 services, products or other performance provided by CONTRACTOR pursuant to
4 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
5 court of competent jurisdiction because of the concurrent active negligence of
6 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
7 be apportioned as determined by the court. Neither party shall request a jury
8 apportionment.

9 12. INSURANCE

10 12.1 Prior to the provision of services under this Agreement,
11 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
12 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
13 endorsements required herein, necessary to satisfy COUNTY that the insurance
14 provisions of this Agreement have been complied with, and to keep such
15 insurance coverage and the certificates therefore on deposit with
16 ADMINISTRATOR during the entire term of this Agreement. Contractor shall not
17 allow subcontractors to work if subcontractors have less than the level of
18 coverage required by County from Contractor under this agreement. It is the
19 obligation of Contractor to provide notice of the insurance requirements to
20 every subcontractor and to receive proof of insurance prior to allowing any
21 subcontractor to begin work. Such proof of insurance must be maintained by
22 Contractor through the entirety of this agreement for inspection by County
23 representative(s) at any reasonable time.

24 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
25 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
26 to the same terms and conditions as set forth herein for CONTRACTOR.

27 12.3 All self-insured retentions (SIRs) and deductibles shall be
28 clearly stated on the Certificate of Insurance. If no SIRs or deductibles

1 apply, indicate this on the Certificate of Insurance with a zero (0) by the
 2 appropriate line of coverage. Any self-insured retention (SIR) or deductible
 3 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
 4 specifically be approved by the County Executive Office (CEO)/Office of Risk
 5 Management upon review of CONTRACTOR's current audited financial report.

6 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
 7 the full term of this Agreement, COUNTY may terminate this Agreement.

8 12.5 Qualified Insurer:

9 12.5.1 The policy or policies of insurance required herein must
 10 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
 11 Rating) and VIII (Financial Size Category as determined by the most current
 12 edition of the Best's Key Rating Guide/Property-Casualty/United States or
 13 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
 14 to do business in the state of California (California Admitted Carrier).

15 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
 16 /VIII, the CEO/Office of Risk Management retains the right to approve or
 17 reject a carrier after a review of the company's performance and financial
 18 rating.

19 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
 20 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

1 Passenger Vehicles for eight (8) or more \$5,000,000 per occurrence
2 passengers, not including the driver

3 Workers' Compensation Statutory

4 Employer's Liability Insurance \$1,000,000 per occurrence

5 Professional Liability Insurance \$1,000,000 per claims
6 made or per occurrence
7 \$1,000,000 aggregate

8 Sexual Misconduct Liability \$1,000,000 per occurrence
9

10 12.8 Required Coverage Forms:

11 12.8.1 Commercial General Liability coverage shall be written on
12 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
13 liability coverage at least as broad.

14 12.8.2 Business Auto Liability coverage shall be written on ISO
15 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
16 coverage at least as broad.

17 12.9 Required Endorsements:

18 12.9.1 Commercial General Liability policy shall contain the
19 following endorsements, which shall accompany the Certificate of Insurance:

20 12.9.1.1 An Additional Insured endorsement using ISO
21 form CG 2010 or CG 2033 or a form at least as broad naming the County of
22 Orange, its elected and appointed officials, officers, employees, agents as
23 Additional Insureds.

24 12.9.1.2 A primary non-contributing endorsement
25 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
26 insurance maintained by the County of Orange shall be excess and non-
27 contributing.

28 12.10 All insurance policies required by this Agreement shall waive all

1 rights of subrogation against the County of Orange, its elected and appointed
2 officials, officers, agents and employees when acting within the scope of
3 their appointment or employment.

4 12.11 The Workers' Compensation policy shall contain a waiver of
5 subrogation endorsement waiving all rights of subrogation against the County
6 of Orange, its elected and appointed officials, officers, agents and
7 employees.

8 12.12 CONTRACTOR shall notify County in writing within thirty (30) days
9 of any policy cancellation and ten (10) days for non-payment of premium and
10 provide a copy of the cancellation notice to County. Failure to provide
11 written notice of cancellation may constitute a material breach of the
12 contract, upon which the County may suspend or terminate this Agreement.

13 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"
14 policy, CONTRACTOR shall agree to maintain professional liability coverage for
15 two (2) years following completion of this Agreement.

16 12.14 The Commercial General Liability policy shall contain a
17 severability of interests clause also known as a "separation of insureds"
18 clause (standard in the ISO CG 0001 policy).

19 12.15 Insurance certificates should be mailed to COUNTY at the address
20 indicated in Paragraph 9 of this Agreement.

21 12.16 If CONTRACTOR fails to provide the insurance certificates and
22 endorsements within seven (7) days of notification by CEO/County Procurement
23 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

24 12.17 COUNTY expressly retains the right to require CONTRACTOR to
25 increase or decrease insurance of any of the above insurance types throughout
26 the term of this Agreement. Any increase or decrease in insurance will be as
27 deemed by County of Orange Risk Manager as appropriate to adequately protect
28 COUNTY.

1 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
2 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
3 certificates of insurance and endorsements with COUNTY incorporating such
4 changes within thirty (30) days of receipt of such notice, this Agreement may
5 be in breach without further notice to CONTRACTOR, and COUNTY shall be
6 entitled to all legal remedies.

7 12.19 The procuring of such required policy or policies of insurance
8 shall not be construed to limit CONTRACTOR's liability hereunder nor to
9 fulfill the indemnification provisions and requirements of this Agreement, nor
10 act in any way to reduce the policy coverage and limits available from the
11 insurer.

12 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

13 CONTRACTOR shall report to COUNTY:

14 13.1 Any accident or incident relating to services performed under this
15 Agreement which involves injury or property damage which may result in the
16 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
17 shall be made in writing within twenty-four (24) hours of occurrence.

18 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
19 from or related to services performed by CONTRACTOR under this Agreement.
20 Such report shall be submitted to COUNTY within twenty-four (24) hours of
21 occurrence.

22 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
23 property. Such report shall be submitted to COUNTY within twenty-four (24)
24 hours of occurrence.

25 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
26 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
27 under the term of this Agreement. Such report shall be submitted to COUNTY
28 within twenty-four (24) hours of occurrence.

1 14. CONFLICT OF INTEREST

2 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
3 any actions or conditions that could result in a conflict with the best
4 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
5 agents, relatives, subcontractors, and third parties associated with
6 accomplishing the work hereunder.

7 14.2 CONTRACTOR's efforts shall include, but not be limited to,
8 establishing precautions to prevent its employees or agents from making,
9 receiving, providing, or offering gifts, entertainment, payments, loans, or
10 other considerations which could be deemed to appear to influence individuals
11 to act contrary to the best interests of COUNTY.

12 15. ANTI-PROSELYTISM PROVISION

13 No funds provided directly to institutions or organizations to provide
14 services and administer programs under Title 42 United States Code (USC)
15 Section 604(a)(1)(A) shall be expended for sectarian worship, instruction, or
16 proselytization, except as otherwise permitted by law.

17 16. SUPPLANTING GOVERNMENT FUNDS

18 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
19 intended for the purposes of this Agreement with any funds made available
20 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
21 for, or apply sums received from COUNTY with respect to, that portion of its
22 obligations which have been paid by another source of revenue. CONTRACTOR
23 agrees that it shall not use funds received pursuant to this Agreement, either
24 directly or indirectly, as a contribution or compensation for purposes of
25 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
26 program without prior written approval of ADMINISTRATOR.

27 17. EQUIPMENT

28 17.1 All items purchased with funds provided under this Agreement, or

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

9 CONTRACTOR further agrees to the following:

10 17.1.1 To maintain all items of Capital Equipment in good
11 working order and condition, normal wear and tear excepted.

12 17.1.2 To label all items of Capital Equipment, do periodic
13 inventories as required by ADMINISTRATOR and to maintain an inventory list
14 showing where and how the Capital Equipment is being used, in accordance with
15 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
16 ADMINISTRATOR within ten (10) days of any request therefore.

17 17.1.3 To report in writing to ADMINISTRATOR immediately after
18 discovery, the loss or theft of any items of Capital Equipment. For stolen
19 items, the local law enforcement agency must be contacted and a copy of the
20 police report submitted to ADMINISTRATOR.

21 17.1.4 To purchase a policy or policies of insurance covering
22 loss or damage to any and all Capital Equipment purchased under this
23 Agreement, in the amount of the full replacement value thereof, providing
24 protection against the classification of fire, extended coverage, vandalism,
25 malicious mischief and special extended perils (all risks) covering the
26 parties' interests as they appear.

27 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
28 requested in writing, shall require the prior written approval of

1 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
2 appropriate and directly related to CONTRACTOR's service or activity under the
3 terms of this Agreement. COUNTY may refuse reimbursement for any costs
4 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
5 if prior written approval has not been obtained from ADMINISTRATOR.

6 17.3 Personal Computer Equipment:

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

10 18. BREACH SANCTIONS

11 Failure by CONTRACTOR to comply with any of the provisions, covenants,
12 or conditions of this Agreement shall be a material breach of this Agreement.
13 In such event, ADMINISTRATOR may, and in addition to immediate termination and
14 any other remedies available at law, in equity, or otherwise specified in this
15 Agreement:

16 18.1 Afford CONTRACTOR a time period within which to cure the breach,
17 which period shall be established by ADMINISTRATOR; and/or

18 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
19 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
20 later recovery; and/or

21 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
22 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

25 19. PAYMENTS

26 19.1 Maximum Contractual Obligation:

27 The maximum obligation of COUNTY under this Agreement shall be
28 \$224,025, or actual allowable costs, whichever is less.

1 19.2 Allowable Costs:

2 During the term of this Agreement, COUNTY shall pay CONTRACTOR
3 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
4 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by
5 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
6 for anticipated allowable costs that will be incurred by CONTRACTOR for June
7 2016, during the month of such anticipated expenditure.

8 19.3 Match:

9 In providing services pursuant to this Agreement, CONTRACTOR shall
10 provide a match in an amount no less than \$8,000 during the term of this
11 Agreement. CONTRACTOR shall not use government funds to provide its match
12 without prior written approval by the government agency providing the funds
13 and ADMINISTRATOR. The match shall be reflected on the monthly invoice and
14 shall be deducted from payments made by COUNTY to CONTRACTOR. In the event
15 there is a portion of the match unpaid at the termination of this Agreement,
16 it shall be deducted from any monies owed CONTRACTOR by COUNTY, or paid to
17 COUNTY upon demand.

18 19.4 Claims:

19 19.4.1 CONTRACTOR shall submit monthly claims to be received by
20 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
21 expenses incurred in the preceding month. In the event the twentieth (20th)
22 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
23 claim the next business day. COUNTY holidays include New Year's Day, Martin
24 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
25 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
26 Friday after Thanksgiving, and Christmas Day.

27 19.4.2 All claims must be submitted on a form approved by
28 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting

1 source documents with the monthly claim, including, inter alia, a monthly
2 statement of services, general ledgers, supporting journals, time sheets,
3 invoices, canceled checks, receipts, and receiving records, some of which may
4 be required to be copied. Source documents that CONTRACTOR must submit shall
5 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
6 shall retain all financial records in accordance with Paragraph 24 (Records,
7 Inspections, and Audits) of this Agreement.

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

11 19.4.4 Year End and Final Claims:

12 19.4.4.1 CONTRACTOR shall submit a final claim by no
13 later than August 30, 2016. Claims received after August 30th may, at
14 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify
15 the date upon which the final claim must be received, upon written notice to
16 CONTRACTOR.

17 19.4.4.2 The basis for final settlement shall be the
18 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122,
19 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
20 to the maximum obligation of COUNTY. In the event that any overpayment has
21 been made, COUNTY may offset the amount of the overpayment against the final
22 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
23 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
24 Nothing herein shall be construed as limiting the remedies of COUNTY in the
25 event an overpayment has been made.

26 20. OVERPAYMENTS

27 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
28 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in

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

12 21. OUTSTANDING DEBT

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

16 22. FINAL REPORT

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

22 23. INDEPENDENT AUDIT

23 23.1 CONTRACTOR shall employ a licensed certified public accountant who
24 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
25 related expenditures during the term of this Agreement in compliance with the
26 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
27 Organizations. The audit must be performed in accordance with generally
28 accepted government auditing standards and OMB Circular A-122. CONTRACTOR

1 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
2 corrective action is taken within six (6) months after issuance of all audit
3 reports with regard to audit exceptions.

4 23.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
5 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR its
6 organization-wide audit within fourteen (14) calendar days of CONTRACTOR's
7 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be
8 sufficient cause for ADMINISTRATOR to deny payment under this or any
9 subsequent Agreement with CONTRACTOR until such time as the required audit is
10 provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit
11 submission deadline upon notice to CONTRACTOR.

12 24. RECORDS, INSPECTIONS AND AUDITS

13 24.1 Financial Records:

14 24.1.1 CONTRACTOR shall prepare and maintain accurate and
15 complete financial records. Financial records shall be retained, by
16 CONTRACTOR, for a minimum of five (5) years from the date of final payment
17 under this Agreement or until all pending COUNTY, State and Federal audits are
18 completed, whichever is later.

19 24.1.2 CONTRACTOR shall establish and maintain reasonable
20 accounting, internal control and financial reporting standards in conformity
21 with generally accepted accounting principles established by the American
22 Institute of Certified Public Accountants and to the satisfaction of
23 ADMINISTRATOR.

24 24.2 Client Records:

25 24.2.1 CONTRACTOR shall prepare and maintain accurate and
26 complete records of clients served and dates and type of services provided
27 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

28 24.2.2 All client records related to services provided under the

1 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
2 (5) years from the date of final payment under this Agreement or until all
3 pending COUNTY, State and Federal audits are completed, whichever is later.
4 Notwithstanding anything to the contrary, upon termination of this Agreement,
5 CONTRACTOR shall relinquish control with respect to client records to COUNTY
6 in accordance with Subparagraph 42.2.

7 24.2.3 COUNTY may refuse payment for a claim if client records
8 are determined by COUNTY to be incomplete or inaccurate. In the event client
9 records are determined to be incomplete or inaccurate after payment has been
10 made, COUNTY may treat such payment as an overpayment within the provisions of
11 this Agreement.

12 24.3 Public Records:

13 With the exception of client records or other records referenced
14 in Paragraph 30, entitled Confidentiality, all records, including but not
15 limited to, reports, audits, notices, claims, statements and correspondence,
16 required by this Agreement may be subject to public disclosure. COUNTY will
17 not be liable for any such disclosure.

18 24.4 Inspections and Audits:

19 24.4.1 The Director of CDSS, State Auditor-General,
20 ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or
21 any of their authorized representatives, shall have access to any books,
22 documents, papers and records, including medical records, of CONTRACTOR which
23 any of them may determine to be pertinent to this Agreement for the purpose of
24 financial monitoring. Further, all the above mentioned persons have the right
25 at all reasonable times to inspect or otherwise evaluate the work performed or
26 being performed under this Agreement and the premises in which it is being
27 performed.

28 24.4.2 CONTRACTOR shall make available its books and financial

1 records within the borders of Orange County within ten (10) days after receipt
2 of written demand by ADMINISTRATOR.

3 24.4.3 In the event CONTRACTOR does not make available its books
4 and financial records within the borders of Orange County, CONTRACTOR agrees
5 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
6 designee, necessary to obtain CONTRACTOR's books and financial records.

7 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of
8 COUNTY's liability to the State or Federal government or any agency thereof
9 resulting from any disallowances or other audit exceptions to the extent that
10 such liability is attributable to CONTRACTOR's failure to perform under this
11 Agreement.

12 24.5 Evaluation Studies:

13 24.5.1 CONTRACTOR shall participate as requested by COUNTY in
14 research and/or evaluative studies designed to show the effectiveness and/or
15 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
16 project.

17 25. PERSONNEL DISCLOSURE

18 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
19 all personnel providing services hereunder, including résumés and job
20 applications. Changes to the list will be immediately provided to
21 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
22 application. The list shall include:

23 25.1.1 Names of all full or part-time personnel by title,
24 including volunteer personnel, whose direct services are required to provide
25 the programs described herein;

26 25.1.2 A brief description of the functions of each position and
27 the hours each person works each week; or for part-time personnel, each day or
28 month, as appropriate;

1 25.1.3 The professional degree, if applicable, and experience
2 required for each position; and

3 25.1.4 The language skill, if applicable, for all personnel.

4 25.2 CONTRACTOR's employment applications shall require applicants to
5 provide detailed information regarding the conviction of a crime by any court,
6 for offenses other than minor traffic offenses. Information not disclosed in
7 the employment application discovered subsequent to the hiring or promotion of
8 any applicant shall be cause for termination of that employee from the
9 performance of services under this Agreement.

10 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
11 COUNTY, criminal record background checks on all employees and/or volunteers
12 who will provide services under this Agreement. Candidates will satisfy
13 background checks consistent with and comparable to those required for COUNTY
14 employees.

15 25.4 CONTRACTOR warrants that all persons employed or otherwise
16 assigned by CONTRACTOR to provide services under this Agreement have
17 satisfactory past work records and/or reference checks indicating their
18 ability to perform the required duties and accept the kind of responsibility
19 anticipated under this Agreement. CONTRACTOR shall maintain records of
20 background investigations and reference checks undertaken and coordinated by
21 CONTRACTOR for each employee and/or volunteer assigned to provide services
22 under this Agreement for a minimum of five (5) years from the date of final
23 payment under this Agreement or until all pending COUNTY, State and Federal
24 audits are completed, whichever is later, in compliance with all applicable
25 laws.

26 25.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
27 arrest and/or subsequent conviction, for offenses other than minor traffic
28 offenses, of any paid employee and/or volunteer staff performing services

1 under this Agreement, when such information becomes known to CONTRACTOR.
2 ADMINISTRATOR may determine whether such employee and/or volunteer may
3 continue to provide services under this Agreement and shall provide notice of
4 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
5 with ADMINISTRATOR's decision shall be deemed a material breach of this
6 Agreement, pursuant to Paragraph 18 above.

7 25.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
8 staff performing work hereunder and any proposed changes in CONTRACTOR's
9 staff.

10 25.7 COUNTY shall have the right to require CONTRACTOR to remove any
11 employee from the performance of services under this Agreement. At the
12 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

13 25.8 CONTRACTOR shall notify COUNTY immediately when staff is
14 terminated for cause from working on this Agreement.

15 25.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
16 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
17 work in accordance with the terms and conditions of this Agreement.

18 26. EMPLOYMENT ELIGIBILITY VERIFICATION

19 As applicable, CONTRACTOR warrants that it fully complies with all
20 Federal and State statutes and regulations regarding the employment of aliens
21 and others, and that all its employees performing work under this Agreement
22 meet the citizenship or alien status requirement set forth in Federal statutes
23 and regulations. CONTRACTOR shall obtain, from all employees performing work
24 hereunder, all verification and other documentation of employment eligibility
25 status required by Federal or State statutes and regulations including, but
26 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC
27 Section 1324 et seq., as they currently exist and as they may be hereafter
28 amended. CONTRACTOR shall retain all such documentation for all covered

1 employees for the period prescribed by the law. CONTRACTOR shall indemnify,
2 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
3 its agents, officers, and employees from employer sanctions and any other
4 liability which may be assessed against CONTRACTOR or COUNTY or both in
5 connection with any alleged violation of any Federal or State statutes or
6 regulations pertaining to the eligibility for employment of any persons
7 performing work under this Agreement.

8 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

9 27.1 In order to comply with child support enforcement requirements of
10 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
11 of the award of this Agreement:

- 12 (a) in the case of an individual contractor, his/her name, date of
13 birth, Social Security number, and residence address;
- 14 (b) in the case of a contractor doing business in a form other than as
15 an individual, the name, date of birth, Social Security number,
16 and residence address of each individual who owns an interest of
17 ten percent (10%) or more in the contracting entity;
- 18 (c) a certification that CONTRACTOR has fully complied with all
19 applicable Federal and State reporting requirements regarding its
20 employees; and
- 21 (d) a certification that CONTRACTOR has fully complied with all
22 lawfully served Wage and Earnings Assignment Orders and Notices of
23 Assignment, and will continue to so comply.

24 27.2 The failure of CONTRACTOR to timely submit the data or
25 certifications required by subsections (a), (b), (c), or (d), or to comply
26 with all Federal and State employee reporting requirements for child support
27 enforcement or to comply with all lawfully served Wage and Earnings Assignment
28 Orders and Notices of Assignment shall constitute a material breach of this

1 Agreement, and failure to cure such breach within sixty (60) calendar days of
2 notice from COUNTY shall constitute grounds for termination of this Agreement.

3 27.3 It is expressly understood that this data will be transmitted to
4 governmental agencies charged with the establishment and enforcement of child
5 support orders, and for no other purpose.

6 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

7 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
8 ensure that all employees, volunteers, consultants, or agents performing
9 services under this Agreement report child abuse or neglect to one of the
10 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
11 abuse as defined in Section 15610.07 of the WIC to one of the agencies
12 specified in WIC Section 15630. CONTRACTOR shall require such employee,
13 volunteer, consultant or agent to sign a statement acknowledging the child
14 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
15 Penal Code and the dependent adult and elder abuse reporting requirements as
16 set forth in Section 15630 of the WIC and will comply with the provisions of
17 these code sections as they now exist or as they may hereafter be amended.

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

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

24 30. CONFIDENTIALITY

25 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
26 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
27 and all other provisions of law, and regulations promulgated thereunder
28 relating to privacy and confidentiality, as each may now exist or be hereafter

1 amended.

2 30.2 All records and information concerning any and all persons
3 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
4 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
5 volunteers. CONTRACTOR shall require all of its employees, agents,
6 subcontractors and volunteer staff who may provide services for CONTRACTOR
7 under this Agreement to sign an agreement with CONTRACTOR before commencing
8 the provision of any such services, to maintain the confidentiality of any and
9 all materials and information with which they may come into contact, or the
10 identities or any identifying characteristics or information with respect to
11 any and all participants referred to CONTRACTOR by COUNTY, except as may be
12 required to provide services under this Agreement or to those specified in
13 this Agreement as having the capacity to audit CONTRACTOR, and as to the
14 latter, only during such audit. CONTRACTOR shall comply with any audits
15 specified in Paragraph 24, provide reports and any other information required
16 by COUNTY in the administration of this Agreement, and as otherwise permitted
17 by law.

18 30.3 CONTRACTOR shall inform all of its employees, agents,
19 subcontractors, volunteers and partners of this provision and that any person
20 knowingly and intentionally violating the provisions of said State law may be
21 guilty of a crime.

22 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
23 be subject to the confidentiality requirements of this Agreement.

24 30.5 CONTRACTOR agrees to maintain the confidentiality of its records
25 with respect to Juvenile Court matters, in accordance with WIC Section 827,
26 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
27 regarding Confidentiality, as it now exists or may hereafter be amended.

28 30.5.1 No access, disclosure or release of information regarding

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

4 30.5.2 CONTRACTOR must receive prior written approval of the
5 Juvenile Court before allowing any child to be interviewed, photographed or
6 recorded by any publication or organization or to appear on any radio,
7 television or internet broadcast or make any other public appearance. Such
8 approval shall be requested through child's Social Worker.

9 31. COPYRIGHT ACCESS

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

13 32. WAIVER

14 No delay or omission by either party hereto to exercise any right or
15 power accruing upon any noncompliance or default by the other party with
16 respect to any of the terms of this Agreement shall impair any such right or
17 power or be construed to be a waiver thereof. A waiver by either of the
18 parties hereto of any of the covenants, conditions, or agreements to be
19 performed by the other shall not be construed to be a waiver of any succeeding
20 breach thereof or of any other covenant, condition or agreement herein
21 contained.

22 33. PETTY CASH

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

25 34. PUBLICITY

26 34.1 Information and solicitations, prepared and released by
27 CONTRACTOR, concerning the services provided under this Agreement shall state
28 that the program, wholly or in part, is funded through State government funds.

1 34.2 CONTRACTOR shall not disclose any details in connection with this
2 Agreement to any person or entity except as may be otherwise provided
3 hereunder or required by law. However, in recognizing CONTRACTOR's need to
4 identify its services and related clients to sustain itself, COUNTY shall not
5 inhibit CONTRACTOR from publishing its role under this Agreement within the
6 following conditions:

7 34.2.1 CONTRACTOR shall develop all publicity material in a
8 professional manner; and

9 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
10 and shall not authorize another to, publish or disseminate any commercial
11 advertisements, press releases, feature articles, or other materials using the
12 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
13 unreasonably withhold written consent.

14 35. COUNTY RESPONSIBILITIES

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

17 36. REFERRALS

18 36.1 CONTRACTOR shall provide services to individuals referred by
19 ADMINISTRATOR.

20 37. REPORTS

21 37.1 CONTRACTOR shall provide information deemed necessary by
22 ADMINISTRATOR to complete any State-required reports related to the services
23 provided under this Agreement.

24 37.2 CONTRACTOR shall maintain records and submit reports containing
25 such data and information regarding the performance of CONTRACTOR's services,
26 costs or other data relating to this Agreement, as may be requested by
27 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
28 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

1 38. ENERGY EFFICIENCY STANDARDS

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

5 39. ENVIRONMENTAL PROTECTION STANDARDS

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

12 39.1 No facility to be utilized in the performance of the proposed
13 grant has been listed on the EPA List of Violating Facilities;

14 39.2 It will notify COUNTY prior to award of the receipt of any
15 communication from the Director, Office of Federal Activities, U.S. EPA,
16 indicating that a facility to be utilized for the grant is under consideration
17 to be listed on the EPA List of Violating Facilities; and

18 39.3 It will notify COUNTY and EPA about any known violation of the
19 above laws and regulations.

20 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
21 FEDERAL TRANSACTIONS

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

1 following:

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

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

8 1) No Federal appropriated funds have been paid or will
9 be paid to any person for influencing or attempting to influence an officer or
10 employee of any agency, a Member of Congress, an officer or employee of
11 Congress, or an employee of a Member of Congress on his or her behalf in
12 connection with the awarding of any Federal contract, the making of any
13 Federal grant, the making of any Federal loan, the entering into of any
14 cooperative agreement, and the extension, continuation, renewal, amendment or
15 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

1 C. Submission of this certification and disclosure is a
2 prerequisite for making or entering into this Agreement imposed by Section
3 1352, Title 31, USC. Any person who makes an expenditure prohibited under
4 this provision or who fails to file or amend the disclosure form to be filed
5 or amended by this provision, shall be subject to a civil penalty of not less
6 than \$10,000, and not more than \$100,000, for each such failure.

7 41. POLITICAL ACTIVITY

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

11 42. TERMINATION PROVISIONS

12 42.1 ADMINISTRATOR may terminate this Agreement without penalty
13 immediately with cause or after thirty (30) days written notice without cause,
14 unless otherwise specified. Notice shall be deemed served on the date of
15 mailing. Cause shall be defined as any breach of contract, any
16 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
17 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
18 all further obligations under this Agreement.

19 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to
20 cooperate with ADMINISTRATOR in the orderly transfer of service
21 responsibilities, active case records, and pertinent documents.

22 42.3 The obligations of COUNTY under this Agreement are contingent upon
23 the availability of Federal and/or State funds, as applicable, for the
24 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
25 for the services hereunder in the budget approved by the Orange County Board
26 of Supervisors each fiscal year this Agreement remains in effect or operation.
27 In the event that such funding is terminated or reduced, ADMINISTRATOR may
28 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or

1 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
2 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
3 notification of such determination. CONTRACTOR shall immediately comply with
4 ADMINISTRATOR's decision.

5 42.4 If any provision of this Agreement or the application thereof is
6 held invalid, the remainder of this Agreement shall not be affected thereby.

7 43. GOVERNING LAW AND VENUE

8 This Agreement has been negotiated and executed in the State of
9 California and shall be governed by and construed under the laws of the State
10 of California. In the event of any legal action to enforce or interpret this
11 Agreement, the sole and exclusive venue shall be a court of competent
12 jurisdiction located in Orange County, California, and the parties hereto
13 agree to and do hereby submit to the jurisdiction of such court,
14 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties
15 specifically agree to waive any and all rights to request that an action be
16 transferred for trial to another county.

17 44. SIGNATURE IN COUNTERPARTS

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

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

9
10
11 By: _____
12 DONALD A. VERLEUR
13 CHIEF EXECUTIVE DIRECTOR
14 Olive Crest

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

15 Dated: _____

Dated: _____

16
17 SIGNED AND CERTIFIED THAT A COPY OF THIS
18 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR
19 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
20 ATTEST:

21 _____
~~SUSAN NOVAK~~ ROBIN SITELER
22 Interim Clerk of the Board of Supervisors
23 Orange County, California

24 APPROVED AS TO FORM
25 COUNTY COUNSEL
26 COUNTY OF ORANGE, CALIFORNIA

27 By: _____
28 DEPUTY

Dated: _____

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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~~
4 COUNTY agree 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 5 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' residences and
4 other 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 11.7.2 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
28

1 Santa Ana, CA 92705

2
3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the
4 facility(ies) and location(s) where services shall be provided without
5 changing COUNTY's maximum obligation.

6 8. FAMILY CASE RECORDS

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

- 9 8.1 FAMILY's name, address, phone number, employment information;
- 10 8.2 Names, birth dates, and sex of all FAMILY members;
- 11 8.3 Other persons in the home and their relationship to FAMILY;
- 12 8.4 Referral Form and any referral documentation;
- 13 8.5 Assessment and ISP;
- 14 8.6 Service Completion/Termination/Summary Report;
- 15 8.7 Social and family histories;
- 16 8.8 Case notes; and
- 17 8.9 Authorization to release information between ADMINISTRATOR and

18 CONTRACTOR.

19 9. REPORTS

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

- 22 9.1 SIRs as specified in Subparagraph 6.12.
- 23 9.2 Service Completion/Termination Report (TR) that shall include, but
24 not be limited to, reason for completion/termination, summary of services
25 provided, FAMILY's progress under CONTRACTOR care, and community resource
26 linkage. The TR shall be submitted within twenty (20) days of service
27 completion/termination.
- 28 9.3 Workload Standards Report, to be submitted by the tenth (10th)

1 calendar day of each month, which shall include the following:

2 9.3.1 Name and number of new FAMILIES referred each month and
3 referral source.

4 9.3.2 Number of hours of in-home services provided each month.

5 9.3.3 Number of English and Spanish speaking FAMILIES served
6 each month.

7 9.3.4 Number of hours at Juvenile Court each month, if
8 applicable.

9 9.3.5 Number of direct service hours provided monthly to each
10 FAMILY.

11 9.3.6 Number of active cases at the end of each month.

12 9.3.7 Number of cases closed during each month.

13 9.3.8 Number of English and Spanish speaking FAMILIES on
14 waiting list and date of next anticipated opening.

15 9.4 Any additional information regarding the program's progress shall
16 be prepared in a format approved by ADMINISTRATOR.

17 10. BUDGET FOR KINSHIP SUPPORT SERVICES PROGRAM

18 The budget for services provided pursuant to Exhibit A of this Agreement
19 is set forth as follows:

20 LINE ITEMS:

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

1	SUBTOTAL SALARIES	\$153,175
2	BENEFITS ⁽³⁾ (12.30% of salaries)	<u>\$18,841</u>
3	TOTAL SALARIES AND BENEFITS	\$172,016
4	<u>PROGRAM AND OPERATING EXPENSES</u>	
5	Paid Interns	\$14,000
6	Program Expense ⁽⁴⁾	2,000
7	Office Expense	1,400
8	Telephone	1,500
9	Mileage ⁽⁵⁾	3,200
10	In-Kind Match	8,000
11	Training	1,800
12	Meetings	1,900
13	Marketing Expenses	186
14	Facility Expenses	1,000
15	Utilities	1,000
16	Insurance	1,200
17	Indirect (not to exceed 14.9% of salaries) ⁽⁶⁾	<u>22,823</u>
18	TOTAL PROGRAM AND OPERATING EXPENSES	\$60,009
19	GRAND TOTAL	\$232,025
20	Minus In-Kind Match	<u>(8,000)</u>
21	Maximum County Obligation	\$224,025
22	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.

1 ⁽⁴⁾ Travel incurred as Program Expense costs will be in accordance with
 2 Title 41 CFR Chapter 301, Federal Travel Regulation; Maximum Per Diem Rates;
 3 Final Rules. Travel must be approved by ADMINISTRATOR in advance. CONTRACTOR
 4 will be reimbursed for actual expenses of lodging, up to the maximum allowed
 5 in Title 41 CFR Chapter 301, Travel Allowances. CONTRACTOR will be reimbursed
 6 for per diem rate paid to employees for meals and incidental expenses incurred
 7 during travel, up to the maximum allowed in Title 41 CFR Chapter 301, Travel
 8 Allowances.

9 ⁽⁵⁾ Mileage is limited to the amount allowed by IRS.

10 ⁽⁶⁾ Corporate Administrative Costs: \$18,850.00 (15% of salaries
 11 allocation) for the full year term.

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

21 11. STAFF

22 CONTRACTOR shall provide the following described staff positions:

23 11.1 Executive Director

24 11.1.1 Duties:

25 Provides administrative support and oversight for KSSP.

26 11.1.2 Minimum Qualifications:

27 Master's degree in Psychology, Social Work or related
 28 field; licensure as Marriage and Family Therapist (MFT) or Licensed Clinical

1 Social Worker (LCSW) preferred. At least five (5) years experience
2 administrating human and social services programs.

3 11.2 Program Director

4 11.2.1 Duties:

5 11.2.1.1 Provides/oversees training to staff.

6 11.2.1.2 Screens, hires, and directs program staff.

7 11.2.1.3 Ensures compliance with Olive Crest's
8 policies and procedures, and local, State and Federal requirements.

9 11.2.1.4 Supervises, administers, monitors, and
10 evaluates established services for the program, and develops new approaches as
11 needed.

12 11.2.1.5 Provides direction on case termination
13 decisions.

14 11.2.1.6 Prepares and submits reports and/or
15 recommendations to Olive Crest's Executive Director concerning caseload
16 status, critical incident involvement of family members and staff, budget
17 status and requests, changes in program plans, and any unusual incidents that
18 occur in the operation of the program.

19 11.2.1.7 Develops and maintains effective working
20 relationships with necessary support services for KSSP, such as public welfare
21 personnel, therapists, law enforcement staff, school officials, neighbors,
22 church and youth organization representatives, FRCs, etc. Develops and
23 utilizes referral resources as necessary.

24 11.2.1.8 Provides and reviews necessary communication
25 and documentation for families, agencies, courts, and interested parties to
26 support relative caregivers and their children, in the stability of placement.

27 11.2.1.9 Develops and installs effective data
28 collection systems, provides appropriate data, supervises data gathering by

1 others and analyzes data from a variety of sources. Establishes systems to
2 predict and prevent potential problems and develops intervention strategies to
3 respond to problems.

4 11.2.2 Minimum Qualifications:

5 Master's degree in Social Work, Education or related
6 field or at least five (5) years experience administrating human service
7 and/or social service programs. Strong background in staff training and
8 development.

9 11.3 Kinship Advocate

10 11.3.1 Duties:

11 11.3.1.1 Provides ISP and Assessment to
12 individuals/families with problems related to relative caregivers and their
13 child(ren). Provides follow-up services to individuals/families.

14 11.3.1.2 Assesses problems, prepares proper
15 documentation, and service plans, and monitors individual/family progress
16 toward reaching predetermined goals; provides regular review and updating of
17 treatment plans.

18 11.3.1.3 Prepares and submits reports and/or
19 recommendations to the Program Director concerning case load status, critical
20 incident involvement of family members and staff, budget requests, changes in
21 program plans, and any unusual incidents that occur in the operation of the
22 program.

23 11.3.1.4 Provides advocacy services for FAMILIES in
24 crisis, determines which support service and/or linkage service are available
25 and appropriate.

26 11.3.1.5 Promotes KSSP program in the community.
27 Ensures program compliance with policies and procedures, and local, State and
28 Federal requirements.

1 11.3.1.6 Develops and maintains effective working
2 relationships with necessary support services for the program, public welfare
3 personnel, therapists, law enforcement staff, school officials, neighbors,
4 church and youth organization representatives, etc. Utilizes referral sources
5 as necessary.

6 11.3.1.7 Performs other related duties as assigned.

7 11.3.2 Minimum Qualifications:

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

16 11.4 Mentor Parent

17 11.4.1 Duties:

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

24 11.4.2 Minimum Qualifications:

25 11.4.2.1 At least one (1) year experience caring full-
26 time for a relative's child,

27 11.4.2.2 Personal experience successfully working
28 through one or more of the systems with which relative caregivers frequently

1 are involved, e.g. child welfare, educational, health care, etc., to offer
2 expertise based on that first-hand experience.

3 11.5 Administrative Assistant/Child Care Coordinator

4 11.5.1 Duties:

5 Maintain program records, reports, expenditure records,
6 personnel records, scheduling and referral information, and billing and
7 collection for services rendered. Coordinate quality improvement functions
8 ensuring appropriate documentation of services and assisting in outcome
9 measurement. Provide childcare functions as needed.

10 11.5.2 Minimum Qualifications:

11 11.5.2.1 High school diploma or equivalent.

12 11.5.2.2 Minimum one (1) year experience in office
13 management, with proficiency in basic accounting, filing and other office
14 skills.

15 11.5.2.3 Minimum one (1) year experience in
16 facilitating children's educational activities and play groups.

17 11.5.2.4 Must possess computer skills and experience
18 using Microsoft Word, Publisher, PowerPoint, Excel and Access programs.

19 11.5.2.5 Must have knowledge of outcome measures and
20 data collection.

21 11.6 Community Liaison

22 11.6.1 Duties:

23 11.6.1.1 Responsible for recruitment and orientation
24 of volunteers/interns serving KSSP.

25 11.6.1.2 Assist in maintenance of State database;
26 generate caseload and statistical reports as needed.

27 11.6.1.3 Maintain Resource Files for KSSP.

28 11.6.1.4 Responsible for the collection, tracking and

1 distribution of in-kind donations, including holiday donations, food items,
2 tickets and miscellaneous donations.

3 11.6.1.5 Develop program communications via website,
4 newsletter and various social media applications.

5 11.6.1.6 Responsible for coordinating quarterly
6 family-focused events, holiday celebrations, and collaborative community
7 activities.

8 11.6.1.7 Actively participate in community and county
9 forums, webinars and meetings focused on increasing greater awareness, support
10 and addressing the needs of the KSSP population countywide.

11 11.6.1.8 Identify and assist with requests for grants,
12 private donors or other potential funding sources, to support both direct and
13 indirect program maintenance.

14 11.6.2 Minimum Qualifications

15 11.6.2.1 At least two (2) years experience
16 working/volunteering in a non-profit environment.

17 11.6.2.2 Advanced oral and written communication
18 skills.

19 11.6.2.3 Strong interpersonal and organizational
20 skills.

21 11.6.2.4 Advanced computer skills.

22 11.6.2.5 Experience with social media networks and a
23 strong understanding of web marketing and communication.

24 11.6.2.6 Ability to adapt to changing environments.

25 11.6.2.7 Experience working with database driven
26 systems.

27 11.6.2.8 Must have a philosophy of support for at risk
28 children in line with values mission and treatment philosophy of Olive Crest

1 KSSP.

2 11.7 Paid Intern

3 11.7.1 Duties:

4 Works directly with all KSSP staff, under supervision of
5 Program Director, to help build greater volunteer support and assistance to
6 children and relative caregivers in individual and group settings; and may
7 participate in community outreach or special event activities, as requested.

8 11.7.1.1 Develop and implement a volunteer program
9 focused on children from preschool to high school.

10 11.7.1.2 Develop a system to train and recognize
11 volunteers for service contributions.

12 11.7.1.3 Track volunteer program and infrastructure
13 development.

14 11.7.1.4 Communicate with community partners and
15 program staff, in regards to ongoing collaborative efforts.

16 11.7.1.5 Recruit responsible and committed individuals
17 to serve as volunteers for groups and activities that support children, youth,
18 and families.

19 11.7.1.6 Attend trainings and other meetings, as
20 scheduled.

21 11.7.1.7 Assist KSSP staff in the completion of logs
22 and other reporting documents, as directed.

23 11.7.1.8 Assist Kinship Advocates in providing
24 education and practical information and assistance to clients and greater
25 community.

26 11.7.1.9 Comply with all child and elder abuse
27 reporting requirements, in addition to basic agency policies and procedures.

28 11.7.1.10 Perform other duties in support of the KSSP,

1 as determined by Program Director.

2 11.7.2 Minimum Qualifications:

3 11.7.2.1 Completion of some college coursework in
4 Social Work, Psychology, Human Services, Child Development, or related field,
5 from an accredited college or university.

6 11.7.2.2 Some volunteer or paid experience working
7 with children and families.

8 11.7.2.3 Must be familiar with and have the ability to
9 identify and utilize available community resources, as needed.

10 11.7.2.4 Strong verbal and written communication
11 skills and ability to share information individually and in group settings.

12 11.7.2.5 Must have signed Child/Elder Abuse and
13 Confidentiality agreements on file.

14 11.7.2.6 Must complete and obtain child abuse and
15 criminal record clearances.

16 11.7.2.7 Must have solid working knowledge of basic
17 computer applications.

18 11.7.2.8 Must share a philosophy of support for
19 abused/at risk children in line with the values, mission, and treatment
20 philosophy of Olive Crest KSSP.

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