

FAMILY RESOURCE CENTER CONTRACT

This FAMILY RESOURCE CENTER CONTRACT (this "Contract"), is effective as of the date set forth on the signature page(s) hereto, by and between Support for Families of Children with Disabilities, a California corporation having its principle place of business at 1663 Mission Street, Suite 700, San Francisco, CA 94103 ("Coordinator"), and [FRC ENTITY], [ADDRESS] ("Contractor").

SCOPE OF WORK

1. General Scope

Funds allocated to Contractor in this Contract shall be used to serve families of children who may be eligible for Early Start services, families of children referred to family resources centers (each an "FRC" and together, the "FRCs") by regional centers (each an "RC" and together, the "RCs"), and families of children who are eligible for Early Start services.

2. Period of Performance.

The term of this Contract is July 1, 2015 through June 30, 2018 (as may be amended or earlier terminated pursuant to the terms and conditions herein, the "Term"). Funding for each year is subject to State budget appropriations.

3. Contractor Responsibilities.

A. Statewide Coordination.

1. Contractor shall ensure that the materials it uses or disseminates are up-to-date in accordance with the materials distributed by the Family Resource Centers Network of California ("FRCNCA") and/or posted on the FRC Members Only page of the website managed by Coordinator.
2. Contractor shall respond to any data, Budget and/or program questions, as well as share promising practices, via the forums provided by Coordinator to Contractor for such purposes.

B. Statewide Training.

Contractor shall participate in trainings organized by Coordinator and utilize the resources provided by Coordinator.

1. Contractor shall participate in the statewide regional trainings for FRCs organized by Coordinator regarding topics that include how FRCs can best serve families in their local area and how FRCs can support families in improving their child's social and emotional development.

2. Contractor shall participate in the statewide regional trainings for FRCs organized by Coordinator, including FRC staff development trainings regarding topics that include: social-emotional development; parent-to-parent support; information dissemination and referral; public awareness; family professional collaboration; and, transition assistance for families.
3. Contractor shall participate in regional and statewide meetings organized by Coordinator, each year. Meetings will be used to review progress on this Scope of Work, including parent support, outreach, and data reporting, and to share best practices of FRC activities on topics including but not limited to child find, parent support, referrals, and outreach.
4. Contractor shall ensure that the materials it uses or disseminates are in substantial conformance with the templates and materials provided by Coordinator for FRC staff on FRC procedures on topics including, but not limited to: serving underserved families; data collection and database use; expenditures and budgeting; and, child find.
5. Contractor shall ensure that its staff and volunteers (if any) are familiar with the e-bulletins and newsletters distributed by Coordinator to FRCs, which include relevant information such as upcoming trainings, online resources, products, and best practices.

C. Regional Center Collaboration.

Contractor shall collaborate with its RC to increase referrals to and from the RC and create a network of support for families.

1. Upon full execution of this Contract (such date of full execution, the "Effective Date"), Contractor shall verify in writing to its RC the means of contacting Contractor for family support services referrals, including the name, address (electronic and mail), phone number, fax number, and any other method of contact.
2. Contractor will respond to Coordinator's solicitation for strategies by sharing strategies it has used to build relationships with the local RC, training and engaging RC staff, and/or orienting new RC staff. Coordinator will compile strategies from Contractor and other FRC contractors, and Contractor shall consider the strategies identified throughout the state to identify what strategies might work best in its local area.

D. Community Outreach at Statewide Activities. Contractor shall reasonably support Coordinator's efforts to promote the use of FRCs.

E. Data Collection and Reporting.

1. Contractor shall modify its database, templates, policies and procedures, and documents as needed to comply with this Contract.
2. Contractor shall participate in trainings organized by Coordinator regarding any database of Coordinator that is modified.
3. Contractor shall notify Coordinator when it is in need of individualized program TA, as needed, so as to avoid unreasonable delay in or detriment to its performance of this Scope of Work arising from the technical issue.

F. Financial Reporting.

Contractor shall:

1. Update financing policies and procedures as needed to comply with this Contract;
2. Submit budgets, expenditures, and revisions pertaining to this Contract;
3. Utilize updated finance forms available on Coordinator's website and distributed via email; and
4. Ensure that the relevant staff and personnel is trained on applicable budgeting and expenditure reporting requirements.

G. On the Effective Date, Contractor shall inform Coordinator, in writing, of all means of contacting Contractor and relevant Contractor representatives, including the name, address (electronic and mail), phone number, fax number, and any other method of contact.

H. Other Contractor Responsibilities.

Contractor shall perform the necessary tasks in the operation of this Contract. These tasks include but are not limited to the following:

1. Provide focused child find efforts by implementing targeted outreach strategies to underserved populations. The definition of "underserved populations" for the purposes of this Contract shall include minority, low-income, homeless, and rural families and children with disabilities who are wards of the State (34 C.F.R. § 303.277).

- a. Within three (3) months of the Effective Date, and within the first three (3) months of the subsequent contract years, Contractor shall identify the “underserved” population(s) in their local area for which they will provide focused child find and outreach efforts.
 - b. Outreach strategies may include, but are not limited to, implementing community events, facilitating parent groups, distributing materials, and providing presentations.
2. Provide individualized support services to families, including support, information, and referrals, to ensure that Contractor serves every family that is referred to it.
 - a. Contractor staff shall maintain a list of local community services.
 - b. Contractor staff shall provide materials and information on child development, including social-emotional development, from expert sources such as the Department of Developmental Services, United States Centers for Disease Control and Prevention, and First 5.
3. Provide group support through trainings, support groups or parent/child activities.
 - a. Contractor shall provide group events for families unless waived by Coordinator. At least one (1) of the trainings, playgroups and/or support groups shall focus on social-emotional development.
 - b. Contractor shall collect data on parent satisfaction and the effectiveness of group events using evaluation tools with questions developed in consultation with Coordinator.
4. Collaborate with the local RC.
 - a. Contractor shall identify and implement at least one (1) strategy to build collaboration with RC staff.
5. Participate in professional development.
 - a. Contractor shall support its staff members’ participation in any applicable professional development activities provided by Coordinator.
6. Collect and Report Data.

Coordinator shall have access to all records maintained on participants.

- a. Contractor shall identify a staff person who will be Contractor's data contact for purposes of Coordinator communications ("Data Contact"). Contractor shall provide the contact information for the Data Contact to Coordinator on or promptly following the Effective Date, including name, address (electronic and mail), phone number, fax number, and any other method of contact.
 - b. Contractor staff shall receive training on any updated database.
 - c. Contractor shall use Coordinator's electronic database to track and report aggregated data that will include, at a minimum:
 - i. Category of underserved population (if applicable), date of birth, gender, race, ethnicity, and ZIP code for each referral; and,
 - ii. Types of service(s) provided to the family after referral to Contractor (categories might include unduplicated contacts, parent-to-parent support, information dissemination and referral, and transition assistance).
 - d. Contractor shall also collect and report evaluation results from group events to families.
- I. Coordinator has responsibilities to report certain data to the State of California ("the State") Department of Developmental Services ("DDS") on the last day of the month following the end of the quarter (October 31, January 31, April 30 and July 30) for each year of Coordinator's contract with DDS. Following the Effective Date, to assist Coordinator in ensuring up-to-date reports to DDS, Contractor shall submit quarterly aggregate data reports to Coordinator by the 15th of the month following the end of the quarter (October 15, January 15, April 15 and July 15) for each year of this Contract. Information includes the following:
- 1. Updated contact information of Contractor's relevant contacts, such as Executive Director, Program Director (if different from Executive Director) and Data Contact.
 - 2. Contractor's responses to training and technical assistance ("TA") surveys that Coordinator provides or distributes, respectively.

3. Contractor's results of survey evaluations provided to FRC constituents, data summaries, self-assessments by FRCs as well as results of other contract deliverables.
 4. Contractor shall fully cooperate with Coordinator to provide additional information regarding the FRC's performance under this Contract to the extent such additional information is necessary for Coordinator to meet its obligations of oversight (including, without limitation, its quarterly reporting and timely response to State inquiry obligations). Types of reporting can include but not be limited to monthly reports, data summaries, self- assessments by FRCs, and tracking to specific contract deliverables.
- J. Contractor shall establish and maintain a data collection system that includes, at a minimum:
1. Category of underserved population(s) (if applicable), name, date of birth, gender, race, ethnicity, address, and ZIP code for each unduplicated parent.
 2. Types of service(s) provided to the family (categories might include unduplicated contacts, parent-to-parent support, information dissemination and referral, and transition assistance).
 3. Following the Effective Date, in accordance with Section I, quarterly aggregate data reports shall be submitted to Coordinator that includes data described in J.1 and J.2 above. The data reports shall also include results from the group event evaluations collected by Contractor.
 4. Ad hoc data requests from Coordinator shall be responded to within five (5) business days of the request.
 5. Coordinator shall have access to all records maintained on participants.
 6. Within three months of the Effective Date, Contractor shall submit a written description of the data collection system to Coordinator.
- K. General Obligations.
1. Contractor shall adhere to any and all restrictions on the disclosure of personal information imposed by the Privacy Rule of the HIPAA, 45 CFR, Part 164, and the Information Practices Act, Civil Code, Section 1798 et seq., as well as the constraints on the disclosure of

rates contained in the Public Records Act, Government Code, Section 6250 et seq.

2. Contractor shall not disclose any records unless authorized by law to do so.
3. Contractor shall ensure timely and adequate communication between Contractor and Coordinator's Project Representative.
4. Contractor shall attend and participate in, as requested by Coordinator's Project Representative, meetings and conference calls that relate to this Contract.

4. Project Representatives.

The "**Project Representatives**" during the Term shall be:

[FRC ENTITY]	Support for Families of Children with Disabilities
[NAME, TITLE] [DEPARTMENT if applicable]	Juno Duenas, Exec. Director Support for Families of Children with Disabilities
Phone: [_____]	Phone: (415) 282-7494 Ext. 102
Fax: [_____]	Fax: (415) 282-1226
Email: [_____]	Email: jduenas@supportforfamilies.org

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Provisions.

Upon signing this Contract, Contractor shall provide a budget for each of the three years of this Contract, using the form attached hereto as Attachment 1 (each an “Annual Budget” and together, the “Budget”). The Budget shall be subject to the approval of Coordinator, whose determination shall be final. Coordinator may withhold approval of Contractor’s proposed Budget for any reason whatsoever. In the event approval is withheld, Coordinator shall provide Contractor with one opportunity to revise the Budget and seek approval from Coordinator again. If Coordinator withholds approval again, any additional opportunities to revise and resubmit the Budget shall be at the sole discretion of Coordinator. The failure to obtain approval of the Budget by Coordinator shall render this Contract null and void except with respect to Sections 5 (Indemnification), 6 (Disputes), 8 (Independent Contractor), 11 (Certification Clause), 14 (Governing Law) of the General Terms and Conditions.

Contractor’s Annual Budgets shall not exceed the following amounts:

Fiscal Year	Maximum Annual Budget
2015-2016	[_____]
2016-2017	[_____]
2017-2018	[_____]

Upon submission to Coordinator of an invoice stating the services provided, the time period covered, and the contract number, Contractor shall be paid out of the Budget under this Contract in arrears at the rates specified herein or attached hereto for services performed in a manner acceptable to the State. Send invoices to:

Support for Families of Children with Disabilities
Attn: ESP Finance
1663 Mission Street, Suite 700,
San Francisco, CA 94103

2. Prohibition on Rollover of Funds.

Funds made available under each Annual Budget shall be expended in the fiscal year in which the funds were budgeted.

3. Contract Budget Changes.

All proposed transfers between individual line items and additions or deletions of line items in the Budget shall be requested in writing to Coordinator's Project Representative on the designated form provided by Coordinator. Such proposed amendments must be preapproved, in writing, by Coordinator and are not approved until fully executed. Such requests for proposed amendments each shall contain an explanation of the need for the change, identification of the line items to be changed, and a revised Budget. Coordinator reserves the right to deny any request for line item transfers, additions, or deletions. Proposed amendments to the Budget must be requested and preapproved within the first 10 months of the fiscal year (no later than April 30).

Contractor agrees to submit to Coordinator any proposed amendment to the Budget as far in advance as reasonably practicable and to cooperate with Coordinator as needed to effect any approved Budget amendment.

4. Supplanting Program Funds.

No funding provided under this Contract shall be used to supplant local general fund moneys appropriated for the same or similar services as are described in the Scope of Work. Coordinator and Contractor agree that no other funding source shall be saved, reallocated, or repurposed as a result of the funding provided by under this Contract, and that Contractor shall maintain at least the existing level of services it provided prior to implementation of this Contract.

5. Record Establishment, Access, and Retention.

Contractor shall maintain substantial records of all expenditures and revenues incurred in the performance of work under this Contract. These records shall be maintained during the Term and (a) for a minimum period of three (3) years following September 30, 2018, or (b) until final audit has been completed, whichever ((a) or (b)) is later. Contractor shall maintain the records until the completion of the action and resolution of all issues (whichever is later) if any litigation, claim, negotiation, audit and/or on-site review, or other action involving the records has been started before the expiration of the three-year period, or if there is an audit pursuant to Section 11 relating to the period of time stated in any applicable statute.

6. Budget Contingency Clause.

This Contract is valid and enforceable only if sufficient funds are appropriated to DDS for this purpose in the Budget Act and DDS provides such funds to Coordinator. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by the State legislature, or any statute enacted by the State legislature, that may affect the provisions, terms or funding of this Contract in any manner.

Contractor understands and agrees that this Contract is subject to the condition that sufficient funds are appropriated to DDS and provided to Coordinator for this

purpose in the Budget Act. If sufficient funds are not appropriated to DDS and provided to Coordinator for this purpose, this Contract shall terminate and no monies shall be owed to Contractor.

7. Reasonableness of Billed Expenditures.

Contractor must ensure that all expenditures under this Contract including expenditures by the subcontractors (if any) are necessary, reasonable, and consistent with the Scope of Work.

8. Travel Reimbursements.

Travel reimbursements must not exceed the rates of reimbursement for necessary traveling expenses and per diem shall be set in accordance with the rates of the Department of Personnel Administration for comparable classes. No travel outside the State shall be reimbursed unless prior written authorization is obtained from Coordinator. Rates and information regarding travel reimbursement can be found on the CalHR website at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

9. Subcontractor Fiscal Monitoring.

Contractor shall monitor the subcontractor expenditures under this Contract (if any) to ensure the costs are necessary, reasonable, and consistent with the Scope of Work.

10. Accounting Procedures and Records Maintenance.

- A. Contractor shall establish and maintain fiscal control and accounting procedures necessary to assure proper disbursement of, and accounting for, all funds received under this Contract.
- B. In accordance with Welfare and Institutions Code Section 4631(b), Contractor and all subcontractors shall be held strictly accountable for maintaining records to ensure that all expenditures billed, directly or indirectly, to Coordinator or DDS are consistent with the Scope of Work.
- C. Contractor and subcontractors shall maintain books, records, documents, case files, and other evidence pertaining to the Budget, expenditures, and consumers served under this Contract (collectively, the "Records" for purposes of this Section 10) to the extent and in such detail as will properly reflect net costs (direct and indirect) of labor, materials, equipment, supplies and services, overhead and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract in accordance with mutually agreed to procedures and generally accepted accounting principles.

- D. Contractor may, in fulfillment of its obligation to retain the Records as required by this Section 10, substitute photographs, microphotographs, or other authentic reproductions of such Records after the expiration of two (2) years following the last day of the month of reimbursement to Contractor of the invoice or voucher to which such Records relate, unless a shorter period is authorized, in writing, by the State or its duly authorized representative.

11. Audits

- A. Contractor agrees that Coordinator, DDS, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any volunteers or employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of Coordinator or the State to audit records and interview staff in any subcontract related to performance of this Contract.
- B. Contractor and subcontractors shall make available at the office of Contractor at any time during the Term during normal working hours, and for a period of three years after final payment under this annual contract, any of its records (personnel records excepted) for the inspection, audit, examination or reproduction by an authorized representative of Coordinator, DDS, the State, the State Auditor of the State of California, or any other appropriate State agency, which shall be conducted with the minimum amount of disruption to Contractor's program. The examination and audit shall be confined to those matters connected with the performance of this Contract, including but not limited to, the cost of administering the Contract.

12. State Property.

All equipment, material, supplies, or property of any kind furnished by the State, or purchased from funds received under the terms of this Contract, shall be the property of the State and used for the performance of this Contract. Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, care, maintenance, protection and preservation of State property so as to assure its full availability and usefulness for the performance of this Contract. Except as authorized in Welfare and Institutions Code Section 4669.2, subdivision (a)(8), Contractor is prohibited from expending any state funds that result in the State owning, or incurring a liability for, real property.

GENERAL TERMS AND CONDITIONS

1. **Approval.**

This Contract is of no force or effect until signed by both parties and, if required, approved by the Department of General Services or other applicable State agency.

2. **Amendment.**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

3. **Assignment.**

This Contract is not assignable by Contractor, either in whole or in part, without the consent of Coordinator in the form of a formal written amendment.

4. **Audit.**

Contractor agrees that it is subject to audit review as set forth in Section 11 of the Budget Detail and Payment Provisions. Further, Contractor agrees to include in any subcontract substantially the same audit rights (as set forth in Section 11 of the Budget Detail and Payment Provisions) with respect to the records and staff or volunteers of any subcontractor, to the extent such records and knowledge of staff or volunteers are related to performance of this Contract.

5. **Indemnification.**

Contractor agrees to indemnify, defend and save harmless Coordinator, the State, and their respective officers, agents and employees from any and all claims, costs, expenses, damages and losses accruing or resulting (A) as a result of any action or inaction of Contractor; (B) to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and (C) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Contract.

6. **Disputes.**

Contractor shall continue with the responsibilities under this Contract during any dispute.

7. **Termination For Cause.**

Coordinator may terminate this Contract and be relieved of any payments should Contractor fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination Coordinator may proceed with the work in any manner deemed proper by Coordinator. All costs to Coordinator shall be deducted from any sum due to Contractor under this Contract and the balance, if any, shall be paid to Contractor upon demand.

8. Independent Contractor.

Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of Coordinator or the State.

9. Recycling Certification.

Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Cal. Pub. Contract Code § 12205).

10. Non-Discrimination Clause.

During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov't Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

11. Certification Clauses.

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-307, attached as Attachment 2 hereto, are hereby incorporated by reference and made a part of this Contract, *mutatis mutandis*, as if Coordinator were the State or awarding state agency, with such further revisions deemed to be made as are reasonably necessary to reflect the parties' intent.

12. Timeliness.

Time is of the essence in this Contract.

13. Compensation.

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. Governing Law.

This Contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. Antitrust Claims.

Contractor, by signing this Contract, hereby certifies that if these services or goods are obtained by means of a competitive bid, Contractor shall comply with the requirements of the Government Code sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Cal. Gov't Code § 4550.)

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods,

materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Cal. Gov't Code § 4552.)

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Cal. Gov't Code § 4553.)
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Cal. Gov't Code § 4554.)

16. Child Support Compliance Act.

Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- A. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. Unenforceable Provision.

In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.

18. Priority Hiring Considerations.

Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

19. Small Business Participation and DVBE Participation Reporting Requirements.

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Cal. Gov't Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Cal. Mil. & Vet. Code § 999.5(d); Gov't Code § 14841.)

20. Loss Leader.

If this Contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Pub. Contract Code § 10344(e).)

SPECIAL TERMS AND CONDITIONS

1. **Termination Clause.**

This Contract may be terminated by either party upon thirty (30) days' prior written notice to the other party.

2. **Client Confidentiality.**

All information and records regarding any client obtained in the course of providing services under this Contract shall be confidential in accordance with Welfare and Institutions Code, Section 5328 and 4514, et seq.

3. **Dispute Resolution – Early Intervention Services Act.**

- A. Should a dispute arise regarding the interpretation or performance of the Contract, an attempt shall be made by Contractor and Coordinator to discuss and resolve the matter.
- B. If a resolution is not reached, Contractor may submit a written grievance to Coordinator to resolve a dispute that relates to payments for a given service or a dispute that relates to the California Early Intervention Services Act (Gov't Code § 95000 et seq.).
- C. Coordinator shall respond in writing to a grievance submitted pursuant to this Section 3 within thirty (30) days of its receipt.
- D. With regard to any dispute or grievance submitted pursuant to this Section 3, the decision of Coordinator shall be the final decision on the matter.

4. **Insurance.**

Contractor shall have and maintain throughout the entire Term or any extension thereof insurance appropriate to the work to be performed, providing coverage during any performance by Contractor under this Contract. This insurance shall be for general liability and/or professional liability and/or any other form as may be proper in the industry in which the Contractor is performing under this Contract.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this Contract. If insurance coverage expires at any time during the term of this Contract, Contractor agrees to provide, at least thirty (30) days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of Coordinator, and Contractor agrees that no work or services shall be performed prior to such

approval. Coordinator may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.

If the contract requires work of a professional nature, then Contractor agrees to maintain such types and amounts of professional liability or responsibility insurance as are customary in the industry for the work being performed under the terms of the Contract. In no case shall the amount of the insurance be less than \$1,000,000 for any one occurrence and \$2,000,000 in the aggregate.

Contractor shall furnish to Coordinator Certificates of Insurance stating that each type and amount of insurance, as set forth above, is presently in effect for Contractor. The Certificate of Insurance must provide that Coordinator, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under the Contract.

STATE SUBVENTION PROVISIONS

1. Purchase Authorization.

Prior authorization in writing by Coordinator will be required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment or services. Contractor must provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations should be submitted with the request, or adequate justification provided in the absence of bidding. (SCM, Section 3.17.2, D.)

2. Activities Authorization.

Coordinator reserves prior approval authorization over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity, or educational materials to be made available for distribution by Contractor under this Contract. Contractor shall acknowledge the support of Coordinator and the State whenever publicizing the work under this Contract in any media (SCM, Section 3.17.2, E.). Contractor understands that Coordinator will inform DDS of any planned statements and, to the extent comment and feedback are received from DDS, will provide said comment and feedback to Contractor.

3. Employment Standards.

All personnel employed by Contractor under this Contract shall meet the standards of training and experience required for comparable positions in state employment, as determined by the State. If Contractor maintains a local merit or civil service system, then the personnel employed under this Contract shall be subject thereto, providing such local system is generally comparable to standards within the state civil service system as determined by the State.

4. Inspection.

Coordinator has the right at all reasonable times to inspect or otherwise evaluate the services performed or being performed hereunder and the premises where the services are being performed.

5. Nondiscrimination in Services, Benefits, and Facilities.

Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this Contract, distinctions on the grounds of race, color, creed, sexual orientation or national origin include but are

not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Contract; subjecting a participant to segregation or separate treatment in any matter related to receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, sexual orientation, national origin, sex, age, or physical or mental handicap.

6. Funding Restrictions.

Contractor agrees that funds received pursuant to this Contract will not be used for construction, renovation, alternation, improvement, or repair of privately owned property which would solely enhance the value to such property to the benefit of the owner (SCM, Section 3.17.2, C.).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as this _____ day of _____, 2016, by their respective officers thereunto duly authorized.

COORDINATOR:

SUPPORT FOR FAMILIES OF CHILDREN
WITH DISABILITIES

By: _____

Name: _____

Title: _____

CONTRACTOR:

[FRC ENTITY]

By: _____

Name: _____

Title: _____

Attachment 1

Form of Annual Budget (2015-2016)

Early Start Plus Annual Budget Form 2015-16

For any questions email
espfinance@frcnca.org

Sub Contractor
Name _____

Contract No. _____

Total Budget _____

PERSONNEL SERVICES						
Name	Title/Position	Narrative	Calculation Comments	Annual Salary/Hourly Rate	Hours or Percentage	2015-2016 Request
						\$0.00
						\$0.00
				Total Personnel Services		\$0.00
Fringe Benefits	Narrative			Calculation comments	Percentage	2015-2016 Request
						\$0.00
				TOTAL PERSONNEL SERVICES COSTS		\$0.00
PROFESSIONAL SERVICES						
Title/Agency	Narrative		Calculation comments	Rate	Hours of Service or Number of Contract	2015-2016 Request
						\$0.00
						\$0.00
				TOTAL PROFESSIONAL SERVICES		\$0.00
OPERATING EXPENSES						
Expense	Narrative		Calculation comments	Rate	Number of units	2015-2016 Request
						\$0.00
						\$0.00
				TOTAL OPERATING EXPENSES		\$0.00
				TOTAL DIRECT COSTS		\$0.00
INDIRECT COSTS						
Narrative			Calculation Comments	Rate (Not to exceed 9% of Personnel+Operating Costs)		2015-2016 Request
						\$0.00
				TOTAL INDIRECT COSTS		\$0.00
				TOTAL BUDGET REQUESTED		\$0.00

Form of Annual Budget (2016-2017)

Early Start Plus Annual Budget Form 2016-17

For any questions email
espfinance@frcnca.org

Sub
Contractor
Name

Contract No.

Total Budget

PERSONNEL SERVICES						
Name	Title/Position	Narrative	Calculation Comments	Annual Salary/Hourly Rate	Hours or Percentage	2016-2017 Request
						\$0.00
						\$0.00
					Total Personnel Services	\$0.00
Fringe Benefits	Narrative			Calculation comments	Percentage	2016-2017 Request
						\$0.00
					TOTAL PERSONNEL SERVICES COSTS	\$0.00
PROFESSIONAL SERVICES						
Title/Agency	Narrative		Calculation comments	Rate	Hours of Service or Number of Contract	2016-2017 Request
						\$0.00
						\$0.00
				TOTAL PROFESSIONAL SERVICES		\$0.00
OPERATING EXPENSES						
Expense	Narrative		Calculation comments	Rate	Number of units	2016-2017 Request
						\$0.00
						\$0.00
				TOTAL OPERATING EXPENSES		\$0.00
				TOTAL DIRECT COSTS		\$0.00
INDIRECT COSTS						
Narrative			Calculation Comments	Rate (Not to exceed 9% of Personnel+Operating Costs)		2016-2017 Request
						\$0.00
				TOTAL INDIRECT COSTS		\$0.00
				TOTAL BUDGET REQUESTED		\$0.00

Form of Annual Budget (2017-2018)

Early Start Plus Annual Budget Form 2017-18

For any questions email
espfinance@frcnca.org

Sub
 Contractor
 Name

Contract No.

Total Budget

PERSONNEL SERVICES						
Name	Title/Position	Narrative	Calculation Comments	Annual Salary/Hourly Rate	Hours or Percentage	2017-2018 Request
						\$0.00
						\$0.00
				Total Personnel Services		\$0.00
Fringe Benefits	Narrative			Calculation comments	Percentage	2017-2018 Request
						\$0.00
				TOTAL PERSONNEL SERVICES COSTS		\$0.00
PROFESSIONAL SERVICES						
Title/Agency	Narrative		Calculation comments	Rate	Hours of Service or Number of Contract	2017-2018 Request
						\$0.00
						\$0.00
				TOTAL PROFESSIONAL SERVICES		\$0.00
OPERATING EXPENSES						
Expense	Narrative		Calculation comments	Rate	Number of units	2017-2018 Request
						\$0.00
						\$0.00
				TOTAL OPERATING EXPENSES		\$0.00
				TOTAL DIRECT COSTS		\$0.00
INDIRECT COSTS						
Narrative			Calculation Comments	Rate (Not to exceed 9% of Personnel+Operating Costs)		2017-2018 Request
						\$0.00
				TOTAL INDIRECT COSTS		\$0.00
				TOTAL BUDGET REQUESTED		\$0.00

Attachment 2

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are

some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.