

CONTRACT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGEWOOD FOUNDATION  
FOR THE PROVISION OF  
RESOURCE AND SUPPORT SERVICES FOR  
COMMERCIALY SEXUALLY EXPLOITED CHILDREN

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and ORANGEWOOD FOUNDATION, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY issued a Request For Proposal for the provision of Resource and Support Services for Commercially Sexually Exploited Children in 2021;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Resource and Support Services for Commercially Sexually Exploited Children;

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

WHEREAS, such services are authorized and provided for pursuant to Welfare and Institutions Code (WIC) Sections 16524.7 and 16524.8 and Public Law 113-183; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence on July 1, 2022, and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Contract; 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. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

2.1 This Contract, including any Attachment(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 Contract. No addition to, or alteration of, the terms of this Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Contract which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Contract.

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 Contract. 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.

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees and shall not be considered in any manner to be

COUNTY employees.

3.3 CONTRACTOR certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

3.4 CONTRACTOR certifies it is in compliance with Disabled Veteran Business Enterprise requirements at the time this Contract is executed.

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Attachment A to the Contract between County of Orange and Orangewood Foundation, for the Provision of Resource and Support Services for Commercially Sexually Exploited Children (CSEC), attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.

4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Contract, is not exceeded.

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

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in

compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

- 5.2 In the performance of this Contract, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2 ; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

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

6.1.2 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Contract.

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Contract, and COUNTY

agrees to an assignment of the Contract, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

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

7.1.1 Subcontracts of \$50,000 or less

7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this Contract. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

7.1.2 Subcontracts in excess of \$50,000

7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Contract. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and

quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this Contract. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Contract.

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

## 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

### 8.1 Form of Business Organization

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

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

8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by



way of ownership or otherwise, to any parent organization or individual.

8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Contract.

#### 8.2 Change in Form of Business Organization

If, during the term of this Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Contract, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Contract.

#### 8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

### 9. NON-DISCRIMINATION

9.1 In the performance of this Contract, 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, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

9.2 CONTRACTOR shall furnish any and all information requested by

ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.

9.3 Non-Discrimination in Employment

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

9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

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

California Department of Fair Employment  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
Telephone: (800) 884-1684  
(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6;

Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there 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 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 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 8-16-70  
Sacramento, CA 94244-2430  
Telephone: (916) 654-2107  
Toll Free: (866) 741-6241  
Federal Civil Rights Contact:  
Office for Civil Rights  
U.S. Department of Health and Human Services  
90 7<sup>th</sup> Street, Suite 4-100  
San Francisco, CA 94103  
Customer Response Center: (800) 368-1019

- 9.4.3 The following websites provide Civil Rights information, publications and/or forms:
  - 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (Pub 470 - Your rights Under Adult Protective Services)
  - 9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)
  - 9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (SSA Contractor and Vendor Compliance page)

10. NOTICES

10.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Contract, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency  
Contracts Services

500 N. State College Blvd, Suite 100  
Orange, CA 92868

CONTRACTOR: Orangewood Foundation  
1575 E. 17<sup>th</sup> Street  
Santa Ana, CA, 92705

- 10.2 All notices shall be deemed effective when in writing and when:
- 10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in the Subparagraph 10.1;
  - 10.2.2 Sent by Email;
  - 10.2.3 Faxed and transmission confirmed; or
  - 10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- 10.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold the State, COUNTY, and its elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the

concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

13. INSURANCE

- 13.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Contract. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.
- 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Contract, agrees to all

of the following:

- 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.
- 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.
- 13.5 Qualified Insurer
  - 13.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence

	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

### 13.8 Required Coverage Forms

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

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

### 13.9 Required Endorsements

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

13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents, and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.9.1.2 A primary non-contributing endorsement using ISO form CG 20



01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

- 13.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.
- 13.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents, and employees as Additional Insureds for its vicarious liability.
- 13.9.2.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 13.10 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.
- 13.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the COUNTY may suspend or terminate this Contract.
- 13.12 If CONTRACTOR's Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability coverage for two (2) years following completion of this Contract.
- 13.13 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 13.14 Insurance certificates should be mailed to COUNTY at the address indicated in

Paragraph 10 of this Contract.

- 13.15 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 13.16 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 13.17 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 13.18 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

- 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.
- 14.2 Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or

lawsuit against CONTRACTOR and/or COUNTY.

- 14.3 Any third-party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.
- 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
- 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Contract.
- 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

- 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.
- 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

16. ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall

be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

17. SUPPLANTING GOVERNMENT FUNDS

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

18. EQUIPMENT

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

CONTRACTOR further agrees to the following:

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

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

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

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

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

18.3 Computer Equipment

No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Contract, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Contract.

19. BREACH SANCTIONS

19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other

remedies available at law, in equity, or otherwise specified in this Contract:

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

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

19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

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

20. PAYMENTS

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall not exceed the amount of \$900,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$300,000 for July 1, 2022 through June 30, 2023;

20.1.2 \$300,000 for July 1, 2023 through June 30, 2024; and

20.1.3 \$300,000 for July 1, 2024 through June 30, 2025.

20.2 Allowable Costs

During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Contract, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2023, during the month of such anticipated expenditure.

20.3 Claims

20.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the

month for expenses incurred in the preceding month, except as detailed below in Subparagraph 20.3.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

- 20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 26 of this Contract.
- 20.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.
- 20.3.4 Year-End and Final Claims
- 20.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.
- 20.3.4.2 The basis for final settlement shall be the actual allowable costs

as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Contract; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

21. OVERPAYMENTS

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

22. OUTSTANDING DEBT

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

23. REVENUE

23.1 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Contract, such monies shall be considered to be a cost off-set and treated as a reduction against the amount claimed by



CONTRACTOR.

23.2 CONTRACTOR is not required to apply grants or gifts which are unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY participates.

24. FINAL REPORT

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

25. INDEPENDENT AUDIT

25.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Contract in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Contract, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Contract. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Contract with CONTRACTOR until such

time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

26. RECORDS, INSPECTIONS, AND AUDITS

26.1 Financial Records

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

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

26.2 Client Records

26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Contract in a form acceptable to ADMINISTRATOR.

26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 42.2.

26.2.3 COUNTY may refuse payment for a claim if client records are determined

by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Contract.

### 26.3 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Contract, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

### 26.4 Inspections and Audits

26.4.1 The Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Contract. Further, all the above-mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Contract and the premises in which it is being performed.

26.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

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

26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent

that such liability is attributable to CONTRACTOR's failure to perform under this Contract.

26.5 Evaluation Studies

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

27. PERSONNEL DISCLOSURE

27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 11 of Attachment A (hereinafter referred to as "Personnel").

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

27.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

27.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

27.2.3 The professional degree, if applicable, and experience required for each position; and

27.2.4 The language skill, if applicable, for all Personnel.

27.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination

from the performance of services under this Contract.

- 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).
- 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.
- 27.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 27.7 In the event a record is revealed through the processes described in Subparagraphs 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are

completed, whichever is later, in compliance with all applicable laws.

27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Contract, pursuant to Paragraph 19 above.

27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.

27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Contract report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees, agents, subcontractors, and all other individuals performing services under this Contract to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

31. CONFIDENTIALITY

31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, 362.5, and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to

privacy and confidentiality, as each may now exist or be hereafter amended.

- 31.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Contract.
- 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Contract of this provision and that any person violating the provisions of said California state law may be guilty of a crime.
- 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.
- 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.
- 31.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.
- 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.



32. SECURITY

32.1 Security Requirements

32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Contract. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Contract administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

32.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

32.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.

32.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

32.1.1.4 Firewall protection.

32.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

32.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has

implemented and will maintain during the term of this Contract administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

## 32.2 Security Breach Notification

32.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to compromise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

32.2.1.1 Investigate to determine the nature and extent of the Security Breach.

32.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

32.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

32.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit

monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

33. COPYRIGHT ACCESS

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

34. WAIVER

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

35. SERVICES DURING EMERGENCY AND/OR DISASTER

35.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time

limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

36.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:

36.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by ADMINISTRATOR;

36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County and State funds;

36.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

36.2.3.1 Any commercial product or service; and

36.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

37. REPORTS

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

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

38. ENERGY EFFICIENCY STANDARDS

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

39. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act (Title 42 USC Section 7401 et seq.), the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive

Order 11738 and Environmental Protection Agency, hereinafter referred to as “EPA,” regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

- 39.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 39.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
- 39.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

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

40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 40.1.1 - 40.1.1.4.

40.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

40.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan,

or cooperative contract.

40.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

40.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

40.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

41. POLITICAL ACTIVITY

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

42. TERMINATION PROVISIONS

42.1 ADMINISTRATOR may terminate this Contract without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance

of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Contract that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Contract shall relieve COUNTY of all further obligations under this Contract.

- 42.2 For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.
- 42.3 In the event of termination of this Contract, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Contract.
- 42.4 The obligations of COUNTY under this Contract are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY's maximum funding obligation, or modify this Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately



comply with ADMINISTRATOR's decision.

42.5 If any term, covenant, condition, or provision of this Contract or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

43. COOPERATIVE CONTRACT

43.1 The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price contracts, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. CONTRACTOR is responsible for providing each cooperative entity a copy of this Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

43.2 CONTRACTOR shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to COUNTY, at COUNTY's request.

44. GOVERNING LAW AND VENUE

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the

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

45. SIGNATURE IN COUNTERPARTS

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

45.2 CONTRACTOR represents and warrants that the person executing this Contract on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: ORANGEWOOD FOUNDATION**

_____	_____
Print Name	Title
_____	_____
Signature	Date

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

**APPROVED AS TO FORM**  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

_____	_____
Print Name	Title
_____	_____
Signature	Date

**ATTACHMENT A**  
**SCOPE OF WORK**

FOR THE PROVISION OF RESOURCE AND SUPPORT SERVICES FOR  
COMMERCIALY SEXUALLY EXPLOITED CHILDREN SERVICES

1. POPULATION TO BE SERVED

A commercially sexually exploited or sexually trafficked child, as described in California Penal Code (CPC) Section 236.1, is one who receives food or shelter in exchange for, or is paid to perform sexual acts described in CPC Sections 236.1 or 11165.1, and whose parent or guardian failed to or was unable to protect the child. At-risk youth are those whose living circumstances may subject them to becoming victims of commercial sexual exploitation.

1.1 CONTRACTOR shall provide services to individuals referred by the Social Services Agency (SSA) who SSA determines to be Commercially Sexually Exploited Children (CSEC), at-risk youth, Non-Minor Dependents (NMDs), and their families, hereinafter referred to as "PARTICIPANTS." PARTICIPANTS may include persons described below and their families:

1.1.1 Male, female, or transgender ages eleven (11) to eighteen (18).

1.1.2 NMDs defined as current child welfare dependents and/or probation wards ages eighteen (18) to twenty-one (21) years, who have chosen to have an open case with an assigned Social Worker and/or Deputy Probation Officer providing case management services.

1.1.3 Youth who self-refers to SSA, are referred by community-based organizations to SSA, and youth contacted by outreach efforts as described in Subparagraph 6.4 of this Attachment A.

1.1.4 PARTICIPANTS may or may not be currently served by the COUNTY, as either a dependent or ward of the Juvenile Court pursuant to WIC Sections 300 or 600.

- 1.2 PARTICIPANTS may exhibit one (1) or more, but not limited to, the following characteristics:
  - 1.2.1 Having been previously identified as CSEC;
  - 1.2.2 Chronically running away from home, foster placement, or treatment facilities;
  - 1.2.3 History of child welfare agency involvement;
  - 1.2.4 History of criminal, arrest, or probation record;
  - 1.2.5 History of gang involvement; and
  - 1.2.6 History of emotional, physical, or sexual abuse, or having engaged in behaviors consistent with survival sex.

## 2. DEFINITIONS

- 2.1 Basic Needs: Any resource deemed necessary for persons or households to achieve and maintain physical well-being, including, but not limited to, food, water, shelter, clothing, hygiene items, and access to showers.
- 2.2 CalFresh: The CalFresh Program is a federal program that helps eligible, low-income, people purchase the food they need for good health. CalFresh benefits are not cash based. Households that are eligible will receive an electronic benefit card that can be used at most grocery stores when buying food items.
- 2.3 California Work Opportunity and Responsibility to Kids (CalWORKs): CalWORKs is a public assistance program that provides cash aid and supportive services to eligible families that have a child(ren) in the home.
- 2.4 Case Management: Involves working with PARTICIPANTS to establish goals, create plans to achieve the goals, provide services to meet needs identified in assessments, monitor progress toward achievement of the goals, and close cases when goals have been achieved.
- 2.5 Coordinated Entry System (CES): An initiative developed to ensure that all people experiencing a housing crisis have fair and equal access and are quickly identified, assessed for, referred, and connected to housing and assistance based on their strengths and needs.

- 2.6 Crisis Intervention: In-person or telephone contact to offer immediate, short-term help to PARTICIPANTS who experience an event that produces emotional, mental, physical, and/or behavioral distress. Examples of immediate crisis responses include, but are not limited to, a child identified by an emergency room nurse during hospital treatment for conditions related to his or her exploitation, or other immediate health and safety needs; and self-referred PARTICIPANTS and/or assigned Social Worker seeking assistance with immediate health and safety needs.
- 2.7 Commercial Sexual Exploitation (CSE): Refers to a commercial transaction that involves sexual exploitation and can manifest in numerous forms, such as sex trafficking, prostitution, performance in sexual venues, and online transmission of sexual activities.
- 2.8 Culturally Responsive: To have a general knowledge of cultural values and morals of individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the worth of individuals from diverse ethnic groups; and the ability to interact responsively, respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals, families, and communities, as well as protecting the dignity of each person.
- 2.9 Harm-Reduction Model: A set of practical strategies and ideas aimed at reducing harm and the negative consequences of exploitation by fostering empowerment and self-sufficiency.
- 2.10 Individualized Service Plan: A documented outline that defines the PARTICIPANT's individual goals, action steps, and time frames for meeting their desired goals.
- 2.11 Motivational Interviewing: An evidence-based practice that addresses ambivalence to change. Motivational Interviewing is a directive, client-centered counseling style for eliciting behavior change by helping clients to explore and resolve ambivalence. It is most centrally defined not by technique but by its spirit as a facilitative style for interpersonal relationship. This non-confrontational communication approach is effective across cultural and economic differences and

is derived around four (4) core principles: express empathy, roll with resistance, develop discrepancy, and support self-efficacy.

- 2.12 Psychosocial Assessment: An assessment conducted to evaluate PARTICIPANT's health and wellness, housing, life skills, and service needs.
- 2.13 Satisfaction Survey: A questionnaire designed to help an organization understand what PARTICIPANTS think and how satisfied they are about the services provided under this Contract.
- 2.14 Support Program: A support program is designed to provide intensive, comprehensive, and trauma-informed services that will focus on restoring and reintegrating PARTICIPANTS back to their families and communities.
- 2.15 Support Service: A group of services designed to identify and address any barriers to achieve stabilization for PARTICIPANTS and prevent future exploitation and recidivism.
- 2.16 Transitional Housing: A project that is designed to provide short-term housing and appropriate supportive services to persons experiencing homelessness while facilitating movement to permanent housing.
- 2.17 Trauma-Informed Care: An approach to service delivery that is grounded in an understanding of trauma and its consequences and promotes healing and resilience.

### 3. OUTCOME OBJECTIVES

ADMINISTRATOR, at its sole discretion, may require changes to the Outcome Objectives listed below.

- 3.1 Throughout the term of the Contract, CONTRACTOR shall measure progress through the following objectives:
  - 3.1.1 A minimum of forty percent (40%) of PARTICIPANTS shall complete a Psychosocial Assessment.
  - 3.1.2 A minimum of eighty percent (80%) of PARTICIPANTS who completed a Psychosocial Assessment will develop an Individualized Safety Plan using a Harm Reduction Model.
  - 3.1.3 A minimum of twenty-five percent (25%) of PARTICIPANTS who

completed a Psychosocial Assessment shall engage in a minimum of one (1) additional Support Service within thirty (30) days of initial contact with Resource and Support Services for CSEC.

#### 4. HOURS OF OPERATION

CONTRACTOR shall provide Resources and Support Services for CSEC during hours that are responsive to the needs of the target population as determined by ADMINISTRATOR.

4.1 At a minimum, CONTRACTOR shall provide services during hours that are responsive to the needs of the target population as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services as follows:

4.1.1 Monday through Friday: Three (3) weekdays from 9:30 a.m. to 6:00 p.m. and two (2) weekdays from 11:30 a.m. to 8:00 p.m.

4.1.2 Saturdays: ~~Weekly~~ One (1) per month from 12:00 p.m. to 4:00 p.m.

Commented [CL1]: Program approved.

4.2 Monday through Friday, services shall be provided for a minimum of eight (8) hours and thirty (30) minutes per day and for a minimum of four (4) hours on Saturdays, except on [holidays specified in Subparagraph 4.4 of this Attachment](#) ~~A. COUNTY holidays as established by the Orange County Board of Supervisors.~~ However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

4.3 CONTRACTOR shall provide telephone support and crisis de-escalation twenty-four (24) hours a day, seven (7) days a week. CONTRACTOR shall post a sign with an emergency contact name and telephone number for PARTICIPANTS who may call or visit Resource and Support Services for CSEC after hours.

4.4 CONTRACTOR's holiday schedule shall not exceed [the following holidays](#) ~~COUNTY's holiday schedule which is as follows~~: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, ~~Cesar Chavez Day~~, Memorial Day, ~~Juneteenth~~, Independence Day, Labor Day, ~~Columbus Day~~, ~~Veterans Day~~, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of [holidays listed in Subparagraph 4.4](#)

Commented [CL2]: Program Approved.

Commented [CL3]: Program approved.



~~COUNTY's holiday schedule~~ and the hours listed in Subparagraph 4.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 19, and shall not be reimbursed.

5. GENERAL REQUIREMENTS

During the entire term of this Contract, CONTRACTOR shall:

- 5.1 Ensure services are Trauma-Informed and assist PARTICIPANTS with accessing the inherent skills, abilities, and qualities they possess, but may not recognize. The frequency, duration, and number of PARTICIPANTS served shall be based on community needs and in consultation with ADMINISTRATOR.
- 5.2 Ensure services are outcome-driven and identify indicators that accurately reflect progress towards contract deliverables.
- 5.3 Create an environment where PARTICIPANTS can begin to form bonds with caring adults and access essential resources for their overall well-being.
- 5.4 Promote services with the goal to prevent future exploitation and recidivism and provide PARTICIPANTS opportunities to engage with community-based providers in supportive services and activities and help PARTICIPANTS transition into safe and stable homes.
- 5.5 Offer PARTICIPANTS a variety of support programs that focus on healing and recovery, self-sufficiency, and healthy integration into the community.
- 5.6 Develop relationships with community-based public and private organizations in an effort to raise awareness to CSEC.
- 5.7 Establish connections to existing local formal and informal resources to ensure that PARTICIPANTS will be linked to appropriate support services.
- 5.8 Provide information deemed necessary by SSA to complete any State-required reports related to services provided.
- 5.9 Generate, maintain, and distribute a monthly event calendar to PARTICIPANTS detailing events scheduled for the month.
- 5.10 Appear and testify at Juvenile Court hearings, as required by COUNTY, at no

additional cost to COUNTY.

6. SERVICE REQUIREMENTS

CONTRACTOR shall provide the following services:

6.1 Basic Needs

CONTRACTOR shall provide basic needs, including, but not limited to, the following:

- 6.1.1 Food Pantry - in the form of snacks and/or provide linkages to a network of COUNTY food pantries.
- 6.1.2 Clothing - items such as undergarments, socks, pants, shirts, and shoes. Distribution of gently used items is acceptable provided CONTRACTOR implements a process for inspecting and determining items as deemed wearable, particularly by teens.
- 6.1.3 Shower - a private shower with access to hot and cold running water and showering products (e.g., shampoo, conditioner, hairdryer, brush, etc.).
- 6.1.4 Hygiene and Grooming - essential personal care items (e.g., toothpaste, toothbrush, deodorant, soap, razor, shaving gel, female hygiene products, etc.).
- 6.1.5 Access to free washer, dryer, and laundry detergent.
- 6.1.6 Private restrooms.
- 6.1.7 Quiet Room - a room which may be used by PARTICIPANTS to rest and recover during the program's normal business hours. CONTRACTOR shall provide individual cots, sleeping bag, bed, or mat for each PARTICIPANT.
- 6.1.8 Mommy Room - A room for young mothers to breastfeed or relax privately.
- 6.1.9 Temporary Shelter - through partnerships with local youth shelters for temporary housing services recognizing that accommodations may or may not be available depending on facility capacity. If unavailable, identify other emergency shelter options, such as, but not limited to, utilizing partnerships with local motels, accessing housing vouchers, while working towards securing permanent housing for PARTICIPANTS.

6.1.10 Transitional Housing – provide or facilitate linkages for transitional housing services by supporting PARTICIPANTS transitioning into independent living by providing housing navigation support to secure housing, access housing vouchers via Orange County’s Coordinated Entry System, or successfully place with vouchers into private rental housing.

## 6.2 Support Services

6.2.1 Psychosocial Assessment – conduct a comprehensive, trauma-informed and developmentally appropriate standardized screening assessment, as approved by ADMINISTRATOR, that best identifies the underlying cause of each PARTICIPANT’S circumstance, their particular needs, levels of risk, and results in the development of an Individualized Service Plan, as defined in Subparagraph 2.10 above, to outline measurable goals, action steps, and timeframes to meet those goals.

6.2.2 Crisis Support - develop and distribute outreach materials that provide PARTICIPANTS with portable and discreet access to an after-hours hotline number to communicate with CONTRACTOR when emergency or crisis situations arise. CONTRACTOR shall manage the after-hours hotline.

6.2.3 Crisis Intervention - direct service staff shall be trained on and able to implement crisis intervention techniques and strategies which best sustain PARTICIPANTS. Crisis Intervention may involve a conversation over the phone or an in-person response to remediate the crisis situation. When an in-person response is required for a PARTICIPANT, CONTRACTOR shall respond in person immediately, within two (2) hours.

6.2.4 Harm Reduction Model – provide a collaborative plan that focuses on safety, empowers PARTICIPANTS to make their own positive decisions, and links PARTICIPANT to necessary services.

6.2.5 Stabilization Support - provide services in a safe and supportive environment which conveys clear, consistent expectations while fostering positive relationships with caring adults and connections with individuals that can provide mentoring and guidance.

- 6.2.6 Mental Health/Counseling Services - provide or facilitate linkages to appropriate community resources to implement trauma-informed services which address a variety of mental health conditions common with CSEC survivors including, but not limited to, complex trauma, anxiety, depression, eating disorders, psychological and/or psychiatric treatment, crisis and suicide intervention, drug abuse counseling, life coaching, and a prevalent mistrust of others and their motives. Provide or facilitate linkages to individual, family, and group counseling, as needed.
- 6.2.7 Substance Abuse Services – provide or facilitate linkages to appropriate and needed programs for the provision of alcohol and drug counseling services, telephone assessment, substance abuse intakes, and crisis intervention, as needed. CONTRACTOR shall provide transportation to referred programs.
- 6.2.8 Reproductive Health Services - provide or link PARTICIPANTS with appropriate information on reproductive health. This would include obtaining information on various birth control and protection methods with the goal of reducing the risk of contracting a sexually transmitted infection.
- 6.2.9 Benefits Assistance - provide PARTICIPANT with coordination and linkage assistance for access to Medi-Cal, CalFresh, CalWORKs, and other benefits, as appropriate.
- 6.3 Support Programs
  - 6.3.1 Life Skill Development/Self-Sufficiency – provide one-on-one programming tailored to assist PARTICIPANTS in problem solving, decision-making, effective communication, developing budget and money management skills, and emancipation services.
  - 6.3.2 Education Program - assist PARTICIPANTS with questions regarding returning to school, catching up with missed schoolwork, assisting with homework, tutoring, and transitioning back to school.
  - 6.3.3 Parent/Caregiver Education Session – provide individual or group sessions to increase awareness of CSEC needs, and available resources

and services which can assist the maintenance and/or reunification of PARTICIPANTS with family/caregiver. Education session will also provide parenting information to parents/caregivers.

- 6.3.4 Healthy Lifestyle Choices - provide classes tailored to address healthy body weight and diet, exercise, the perils of smoking and alcohol use, and healthy intimacy and sexual relationships.
- 6.3.5 Technology Services - make available computers with free access to the Internet to assist in the development of computer skills, financial literacy, and help with résumé building.
- 6.3.6 Survivor Support Group/Mentor Program - provide a support group/mentor program led by a CSEC Advocate and a Case Manager or other Mental Health Professional, which shall serve to provide a safe environment for survivors to share their experiences while gaining insight and support. Group/Mentor Program shall seek to empower survivors to make healthy decisions and avoid self-destructive behaviors.
- 6.3.7 Substance Abuse Support – create a safe space for PARTICIPANTS by hosting weekly onsite Alcoholic Anonymous and/or Narcotics Anonymous meetings.
- 6.3.8 Expressive Arts - provide or link PARTICIPANTS to a variety of classes which may utilize poetry, dance/movement, yoga, music, culinary programs, arts/crafts, and other forms of enrichment that may have a positive impact on PARTICIPANT.
- 6.3.9 Transportation - provide PARTICIPANTS with bus passes or shuttle transportation to off-site providers as needed. Ride sharing transportation services shall only be utilized with adult PARTICIPANTS.
- 6.3.10 Tattoo Removal - refer/link PARTICIPANTS to providers for removal of tattoos and markings, typically associated with trafficker’s branding of CSEC.

#### 6.4 Community Outreach

Outreach efforts frequency and duration shall be based on community needs and in consultation with ADMINISTRATOR. Outreach efforts shall include, but not be limited to:

- 6.4.1 Design and implement an outreach program for the target population so they can better protect themselves from sexual exploitation and recognize risky situations.
- 6.4.2 Perform outreach to community organizations and service providers, including schools and faith-based organizations.
- 6.4.3 Promote the use of services provided by CONTRACTOR to residents in the community.
- 6.4.4 Conduct a minimum of one (1) event per quarter to community organizations/stakeholders focused on outreach and raising awareness on CSEC activity and services available to victims. CONTRACTOR shall provide nine (9) to fourteen (14) community outreach presentations and/or trainings annually to increase awareness of CSEC and services available to CSEC and at-risk youth.
- 6.4.5 Disseminate educational materials and provide training opportunities, as approved in writing by ADMINISTRATOR, to the target population, focused on increasing awareness on CSEC services provided under this Contract.
- 6.4.6 Develop and promote volunteer opportunities with CONTRACTOR's Resource and Support Services for CSEC.
- 6.4.7 Connect and build relationships with CSEC Drop-In Centers, shelters, and providers of similar services in other counties and states in order to share best practices.
- 6.4.8 Develop and distribute information cards, bracelets, and/or Chapstick that PARTICIPANTS can quickly hide with a trafficking hotline number for PARTICIPANTS to communicate with CONTRACTOR when they need to flee a situation without letting their trafficker know.

7. FACILITIES

Resource and Support Services for CSEC under this Contract shall be provided at:

Orangewood Foundation  
1575 E. 17<sup>th</sup> Street  
Santa Ana, CA, 92705

CONTRACTOR shall deliver services in facility(ies) located within the geographical boundaries of Orange County, California, in location(s) that are reasonably accessible via public transportation and can best meet the needs of the target population described herein. CONTRACTOR's facilities shall be safe, clean, and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended.

8. REPORTING REQUIREMENTS

CONTRACTOR shall prepare and submit to ADMINISTRATOR or designee, written reports in a format approved in writing by ADMINISTRATOR. Written reports shall include, but not be limited to:

- 8.1 Monthly Service Report by the 10th day of each month of all PARTICIPANTS served during the preceding month in a format approved by ADMINISTRATOR;
- 8.2 Status of Outcome Objectives stated in Paragraph 3 of this Attachment A;
- 8.3 Monthly itemized breakdown of expenses for services and supplies submitted with corresponding invoice;
- 8.4 Year-End Report by July 15th of each contract year summarizing the results of efforts made to achieve performance objectives and outcome measures and reflect successes and barriers experienced in the provision of services; and
- 8.5 Track the number of youths served at both basic needs and case management levels, basic client demographics, referral resources, assessments completed, safety plans created, drop-in center usage, specific services provided, housing status on entry and during program participation, youth support provided in the community, and youth progress during the program.

9. MEETINGS

CONTRACTOR shall ensure the Program Manager participates in meetings when requested by the COUNTY for the purpose of information sharing, joint problem solving, identification of best practices, development of common approaches to case management, training, and other related matters. Meetings will occur a minimum of once per month.

10. UTILIZATION REVIEW

10.1 CONTRACTOR and ADMINISTRATOR's designee shall meet annually to review and evaluate a random selection of PARTICIPANT records. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services and/or linkages provided. PARTICIPANT records to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed records.

10.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 7 of this Attachment A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

10.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of Children and Family Services for final resolution. Nothing in this Subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Contract.

11. BUDGET

11.1 For the three (3) COUNTY Fiscal Years (FY) (July 1 through June 30) included during the term of this Contract, the maximum budget for services provided pursuant to Attachment A of this Contract shall not exceed \$900,000.

11.2 In the event ADMINISTRATOR reduces the maximum obligation as stated in



Subparagraph 20.1 of this Contract, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment.

11.3 The budget specified in Subparagraph 11.4 of this Attachment A shall be for the period of July 1, 2022, through June 30, 2025. Each period shall be defined as follows:

11.3.1 FY22-23 shall be for the period of July 1, 2022, through June 30, 2023.

11.3.2 FY23-24 shall be for the period of July 1, 2023, through June 30, 2024.

11.3.3 FY24-25 shall be for the period of July 1, 2024, through June 30, 2025.

11.4 The budget for services provided pursuant to Attachment A of this CONTRACT is set forth as follows:

**SALARIES AND BENEFITS**

<u>LINE ITEMS</u>	<u>Position Type<sup>(1)</sup></u>	<u>FTE<sup>(2)</sup></u>	<u>Maximum Hourly Rate<sup>(3)</sup></u>	<u>FY22-23</u>	<u>FY23-24</u>	<u>FY24-25</u>
Case Manager	D	3.00	\$32.00			
Advocate	D	0.60	\$23.00			
Program Manager Clinical Supervisor	A	0.40	\$37.00			
<b>SUBTOTAL SALARIES:</b>				\$ 179,224	\$ 184,600	\$ 190,139
<b>SUBTOTAL BENEFITS<sup>(4)</sup> (28%):</b>				\$ 49,565	\$ 50,660	\$ 52,049
<b>TOTAL SALARIES AND BENEFITS:</b>				\$ 228,789	\$ 235,260	\$ 242,188
<b>TOTAL SERVICES, SUPPLIES<sup>(7)</sup>, &amp; OPERATING<sup>(5)</sup> EXPENSES:</b>				\$ 44,011	\$ 44,011	\$ 44,011
<b>TOTAL Salaries and Benefits; Services and Supplies; and Operating Expenses</b>				<b>\$ 272,800</b>	<b>\$ 279,271</b>	<b>\$ 286,199</b>
<b>INDIRECT COSTS<sup>(6)</sup> (10%):</b>				<b>\$ 27,200</b>	<b>\$ 20,729</b>	<b>\$ 13,801</b>
<b>COUNTY MAXIMUM OBLIGATION:</b>				<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>

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- (1) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.
- (2) 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 CONTRACT. 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 CONTRACT, regardless of the number of hours actually worked.
- (3) Maximum hourly rate which will be permitted during the term of this CONTRACT; employees may be paid at less than maximum hourly rate.
- (4) Employee Benefits include Medical Insurance, Dental Insurance, Vision Insurance, Life Insurance, Unemployment, Payroll Taxes, 403(b) Contributions, Workers Compensation, and Miscellaneous Benefits; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed twenty-eight percent (28%) of the actual salary expense claimed.
- (5) Mileage is limited to the amount allowed by IRS.
- (6) Indirect costs are based on ten percent (10%) of CONTRACTOR’s salaries, benefits, services, supplies, and operating costs. In the event the indirect cost rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.
- (7) Services and supplies shall include Re-unification funds, Program Supplies/Stipends to Youth, Workshops and Activities, Office Expense, Telephone, and Mileage.

(8) Operating expenses shall include Training, Association Fees, Facility Maintenance, Utilities, and Insurance. Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this CONTRACT unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

11.5 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this CONTRACT or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4 of this CONTRACT, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

11.6 In the event one of the annual budgets shown in Subparagraph 11.1 of this Attachment A is modified, the modification shall remain in effect until the end of the specific fiscal period modified. For example, if the annual budget for the term of July 1, 2022 through June 30, 2023 is modified, the modification will be effective until June 30, 2023. Beginning July 1, 2023, the budget will revert to the budget included in Subparagraph 11.1 of this Attachment A until it is modified, if applicable.

12. STAFFING REQUIREMENTS

12.1 CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to fulfill service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English.

12.2 CONTRACTOR shall use a formal recruitment plan which complies with federal

and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand, the diversity of cultures which can be found among the target population. CONTRACTOR shall employ staff with the background, training, and experience to provide Resource and Support Services for CSEC.

12.3 CONTRACTOR shall provide the following described staff positions:

12.3.1 Advocate

Duties

12.3.1.1 Function as both a positive role model for PARTICIPANT in his/her family system and community.

12.3.1.2 Support Case Manager with outreach and engagement.

12.3.1.3 Assist in leading life skills trainings.

12.3.1.4 Participate in a volunteer training and complete background check through a criminal clearance, child abuse index check, and Department of Motor Vehicles clearance to the satisfaction of the COUNTY and provide two (2) references prior to having any contact with PARTICIPANTS.

12.3.1.5 Assist PARTICIPANT with building community relationships and developing self-sufficiency skills.

Qualifications

12.3.1.6 Have lived experience as a former CSEC youth, At-risk youth, experienced homelessness, or recovered from substance abuse addiction, and have been out of the life for a minimum of two-years; possess effective communication skills; and must be a minimum of twenty-one (21) years of age, unless authorized in writing by ADMINISTRATOR.

12.3.2 Case Manager

Duties

12.3.2.1 Provide outreach services to engage youth.

12.3.2.2 Provide orientations and training for youth, staff, volunteers, and mentors.

- 12.3.2.3 Develop a one-on-one relationship with PARTICIPANT by providing support, guidance, and concrete assistance, focusing on the needs of PARTICIPANT.
- 12.3.2.4 Participate in program development.
- 12.3.2.5 Provide direct assistance to program PARTICIPANTS through outreach, intake, assessment, and ongoing counseling/case management.
- 12.3.2.6 Facilitate monthly support group meetings.
- 12.3.2.7 Support each PARTICIPANT in developing and meeting program goals.
- 12.3.2.8 Coordinate and/or provide transportation for each PARTICIPANT to support delivery of core services as needed.
- 12.3.2.9 Maintain accurate records and reports, as required by COUNTY.
- 12.3.2.10 Provide after-care support for PARTICIPANTS.
- 12.3.2.11 Be available to provide telephone support and in-person crisis de-escalation to target population twenty-four (24) hours a day, seven (7) days a week, including holidays, through an on-call system after normal direct service hours.

Qualifications

- 12.3.2.12 Possess a strong understanding of adolescent and child abuse issues, human development, Trauma-Informed care, and the dynamics of sexual exploitation of children; proficiency in English is required, and bilingual based on community need, is preferred. Must be at least twenty-four (24) years of age and possess a valid California driver's license with proof of insurance.  
AND
- 12.3.2.13 Option 1: Bachelor's degree in Human Services, Sociology, Social Work, Education, Psychology, Criminal Justice, or related field; one (1) year experience in direct or indirect service provision to CSEC youth, at-risk youth, youth with substance abuse addiction, and/or experiencing homelessness. Completion

of sixteen (16) hours of advanced CSEC training on Trauma-Informed care may be substituted for six (6) months of direct/indirect service experience.

OR

12.3.2.14 Option 2: Completion of eighteen (18) semester units or equivalent from an accredited college in psychology, counseling, sociology, social work, criminology, or other behavior related field; minimum of two (2) years of experience working in a human services field, with a minimum of one (1) year experience in direct or indirect service provision to CSEC youth, at-risk youth, youth with substance abuse addiction, and/or experiencing homelessness. Completion of sixteen (16) hours of advanced CSEC training on Trauma-Informed care may be substituted for six (6) months of direct/indirect service experience.

12.3.3 ~~Program Manager~~ **Clinical Supervisor**

Commented [CL6]: Program Approved.

Duties

12.3.3.1 Guide in overall program development.

12.3.3.2 Oversight of daily operations.

12.3.3.3 Recruit, hire, and train direct service staff; outreach/coordination to build relationships with partner service providers.

12.3.3.4 Meet regularly with survivors to help them create and implement their individual life plans.

12.3.3.5 Be available to provide telephone support and in-person crisis de-escalation to target population twenty-four (24) hours a day, seven (7) days a week, including holidays, through an on-call system after normal direct service hours.

12.3.3.6 Coordinate immediate, but no longer than two (2) hours response time, in person crisis de-escalation services for PARTICIPANTS experiencing crisis.

12.3.3.7 Attend required COUNTY meetings.

Qualifications

12.3.3.8 Master's degree in Social Work, Psychology, Counseling, or related field; a minimum of one (1) year progressively responsible experience providing direct or indirect services to CSEC youth, at-risk youth, youth with substance abuse addiction, and/or experiencing homelessness; possess a basic understanding of the needs of the foster care population, adolescent and child abuse issues, human development, trauma informed care, and the dynamics of sexual exploitation of children; possess experience in assigning and monitoring work of others; must be a minimum of twenty-four (24) years of age; and possess a valid California driver's license with proof of insurance.

13. TRAINING

ADMINISTRATOR reserves the right to approve training topics eligible for reimbursement under this Contract.

- 13.1 CONTRACTOR's staff shall attend SSA training, conferences, and meetings as required by SSA.
- 13.2 CONTRACTOR shall provide CONTRACTOR's new staff with a five-day training curriculum and assistance to ensure that service deliverables are met.
- 13.3 CONTRACTOR shall provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.
- 13.4 CONTRACTOR shall ensure that CONTRACTOR's staff receives cultural awareness and responsiveness training.
- 13.5 CONTRACTOR shall maintain a log of in-house training activities for CONTRACTOR's staff. This log shall be made available to SSA, upon request.

14. QUALITY ASSURANCE/QUALITY CONTROL

## 14.1 Quality Control Plan

CONTRACTOR shall utilize a comprehensive Quality Control Plan, on a format

approved by the SSA, to monitor the level of program service and quality. The Quality Control Plan shall be effective upon contract start date and will be updated and resubmitted for SSA approval when changes occur. The Quality Control Plan shall include, but not be limited to, the following:

- 14.1.1 The method for ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality per this Contract;
- 14.1.2 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;
- 14.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by County policy; and
- 14.1.4 The method for providing SSA with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.

14.2 Satisfaction Surveys

- 14.2.1 CONTRACTOR shall provide a Satisfaction Survey to each PARTICIPANT served. These surveys help determine the level of engagement achieved with each PARTICIPANT, their experience with services provided, and the effectiveness of services provided.
- 14.2.2 Completed Satisfaction Surveys shall be provided to ADMINISTRATOR on a monthly basis.