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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UCI UNIVERSITY ~~OF CALIFORNIA, IRVINE HEALTH~~ PHYSICIANS & SURGEONS, AND UCI DEPARTMENT OF PSYCHIATRY ~~AND HUMAN BEHAVIOR~~ FOR THE PROVISION OF SEXUAL ABUSE COUNSELING SERVICES

This AGREEMENT, entered into this 1st day of July ~~2017~~2020, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ~~asa Corporation~~ described in Article IX, Section 9 of the California Constitution, on behalf of ~~University of California, Irvine Health Physicians & Surgeons, Department of Psychiatry and Human Behavior, qualified to transact interstate business in the State of California~~ UCI PHYSICIANS & SURGEONS and UCI DEPARTMENT OF PSYCHIATRY, hereinafter referred to as "UCI" or "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of ~~sexual abuse counseling services~~ Sexual Abuse Counseling Services; and

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 California Welfare

1 and Institutions Code Section 16501.

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

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1 1. TERM

2 The term of this Agreement shall commence ~~as of~~ on July 1, ~~2017~~2020, and terminate on
3 June 30, ~~2020~~2023, unless earlier terminated pursuant to the provisions of Paragraph 40 of this
4 Agreement; however, provisions of this Agreement regarding indemnification, audits, reporting
5 ~~and~~, accounting, and other provisions which by their terms reasonably include performance after
6 the termination of this Agreement shall survive such termination of this Agreement.

7 2. ALTERATION OF TERMS

8 2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by
9 reference, fully expresses all understandings of the parties and is the total Agreement between the
10 parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this
11 Agreement, whether written or verbal, ~~by the parties, their officers, agents or employees, shall be~~
12 ~~valid~~ are valid or binding unless made in the form of a written amendment to this Agreement which
13 is formally approved and executed by both parties.

14 2.2 The various headings, numbers, and organization herein are for the purpose of
15 convenience only and shall not limit or otherwise affect the Agreement.

16 3. STATUS OF CONTRACTOR

17 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent
18 contractor, and shall be wholly responsible for the manner in which it performs the services
19 required of it by the terms of this Agreement. Nothing herein contained shall be construed as
20 creating the relationship of employer and employee, or principal and agent, between COUNTY
21 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes
22 exclusively the responsibility for the acts of its employees or agents as they relate to services to be
23 provided during the course and scope of their employment.

24 3.2 CONTRACTOR, its agents, and employees ~~and volunteers~~ shall not be entitled to
25 any rights and/or privileges of COUNTY employees, and shall not be considered in any manner
26 to be COUNTY employees.

27 4. DESCRIPTION OF SERVICES, ~~STAFFING~~

28 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and

1 supplies, as described in ~~the Exhibit "A" attached to this~~ the Agreement ~~between County of Orange~~
 2 ~~and The Regents of the University of California, for the Provision of Sexual Abuse Counseling~~
 3 ~~Services, attached hereto~~ and incorporated herein by reference. CONTRACTOR shall operate
 4 continuously throughout the term of this Agreement with the number and type of staff described
 5 and as required for provision of services hereunder.

6 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR ~~and~~
 7 ~~CONTRACTOR~~ may agree upon changes in staffing allocations to reflect current workload
 8 demands or service needs as long as COUNTY's maximum obligation, as set forth in this
 9 Agreement, is not exceeded.

10 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
 11 staff to attend an orientation session and subsequent training sessions given by COUNTY.

12 5. LICENSES AND STANDARDS

13 5.1 CONTRACTOR attests that it ~~and its personnel, described in Paragraph 26~~ ~~has~~ of
 14 ~~this Agreement, who are subject to individual registration and/or licensing requirements,~~ have all
 15 necessary licenses and permits required by the laws of the United States, State of California,
 16 ~~(hereinafter referred to as "State"),~~ County of Orange, and all other appropriate governmental
 17 agencies to perform the services described in this Agreement, and agrees to maintain, ~~and require~~
 18 ~~its personnel to maintain,~~ these licenses and permits in effect for the duration of this Agreement.
 19 Further, CONTRACTOR attests that its employees shall conduct themselves in compliance with
 20 such laws and licensure requirements, including, without limitation, compliance with laws
 21 applicable to sexual harassment and ethical behavior. ~~—~~ ~~CONTRACTOR must notify~~
 22 ~~ADMINISTRATOR within seventy-two (72) hours of any change in license or permit status (e.g.,~~
 23 ~~becoming expired, inactive, etc.).~~

24 5.2 In the performance of this Agreement, CONTRACTOR shall comply, ~~unless~~
 25 ~~waived in whole or in part by ADMINISTRATOR,~~ with all applicable provisions of the California
 26 Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR);
 27 implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
 28 Principles, and Audit Requirements for Federal Awards; ~~Title 48 CFR Section 31.2;~~ and all

1 applicable laws and regulations of the United States, State of California, County of Orange, and
 2 County of Orange Social Services Agency, and all administrative regulations, rules, and policies
 3 adopted thereunder, as each and all may now exist or be hereafter amended.

4 5.2.1 For ~~Federally~~federally funded Agreements in the amount of \$25,000 or
 5 more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended
 6 from ~~Federal~~federal financial assistance programs and/or activities.

7 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS~~CHANGE OF OWNERSHIP~~

8 6.1 Delegation and Assignment:

9 6.1.1 In the performance of this Agreement, CONTRACTOR ~~shall~~may
 10 neither delegate its duties or obligations nor assign its rights ~~with respect to this Agreement~~, either
 11 in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or
 12 assignment without prior written consent shall be void. The transfer of assets in excess of ten
 13 percent (10%) of the total assets of CONTRACTOR ~~and~~ or any change in the corporate structure,
 14 the governing body, or the management of CONTRACTOR, which occurs as a result of such
 15 transfer, shall be deemed an assignment of benefits under the terms of this Agreement requiring
 16 COUNTY approval.

17 ~~6.2 — Subcontracts:~~

18 7. SUBCONTRACTS

19 ~~6.3~~7.1 CONTRACTOR shall not subcontract for services under this Agreement without
 20 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
 21 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
 22 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
 23 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
 24 ADMINISTRATOR may require.

25 ~~6.3.1 — CONTRACTOR shall obtain preapproval from ADMINISTRATOR~~
 26 ~~before entering into a subcontract with any organization during the term of this Agreement.~~
 27 ~~CONTRACTOR's proposed subcontract agreement shall take into consideration such factors as:~~
 28 ~~pricing policies and techniques; experience and quality of service; methods of evaluating~~

1 ~~subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning and~~
 2 ~~management of subcontract, including internal audit procedures and monitoring of subcontractor's~~
 3 ~~performance until completion of service.~~

4 ~~6.3.2 CONTRACTOR and its subcontractor(s) shall establish and maintain~~
 5 ~~accurate and complete financial records related to services provided under the terms of this~~
 6 ~~Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the~~
 7 ~~examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until~~
 8 ~~any pending audit is completed.~~

9 ~~7.8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY~~
 10 ~~DISCLOSURE/NAME CHANGE~~

11 ~~7.18.1 Form of Business Organization:~~

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

15 ~~7.1.18.1.1~~ The form of CONTRACTOR's business organization, i.e.,
 16 proprietorship, partnership, corporation, etc.

17 ~~7.1.28.1.2~~ A detailed statement indicating the relationship of CONTRACTOR, by
 18 way of ownership or otherwise, to any parent organization or individual.

19 ~~7.1.38.1.3~~ A detailed statement indicating the relationship of CONTRACTOR to
 20 any subsidiary business organization or to any individual who may be providing services, supplies,
 21 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
 22 under this Agreement.

23 ##

24 ~~7.28.2 Change in Form of Business Organization:~~

25 If, during the term of this Agreement, the form of CONTRACTOR's business
 26 organization changes, or the ownership of CONTRACTOR changes, or CONTRACTOR's
 27 relationship to other businesses dealing with CONTRACTOR under this Agreement changes,
 28 CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A

1 change in the form of business organization may, at COUNTY's sole discretion, be treated as an
 2 attempted assignment of rights or delegation of duties of this Agreement.

3 ~~7.3 — Real Property Disclosure:~~

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

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

9 ~~7.3.2 — The fair market value of any such real property as such value is reflected~~
 10 ~~on the most recently issued County Tax Collector's tax bill.~~

11 ~~7.3.3 — A detailed description of all existing and pending agreements, with~~
 12 ~~respect to the use or occupation of any such real property. Such description shall include, but not~~
 13 ~~be limited to:~~

14 ~~7.3.3.1 — The term duration of any rental, lease or license~~
 15 ~~agreement;~~

16 ~~7.3.3.2 — The amount of monetary consideration to be paid to the~~
 17 ~~lessor or licensor over the term of the rental, lease or license agreement;~~

18 ~~7.3.3.3 — The type and dollar value of any other consideration to~~
 19 ~~be paid to the lessor or licensor;~~

20 ~~7.3.3.4 — The full names and addresses of all parties to any~~
 21 ~~agreement concerning the real property and a listing of liens (if any) thereof, together with a listing~~
 22 ~~by full names and addresses of all officers, directors and stockholders of any private corporation,~~
 23 ~~and a similar listing of all general and limited partners of any partnership which is a party.~~

24 ~~7.3.4 — A listing by full names of all of CONTRACTOR's officers, directors~~
 25 ~~and/or partners, members of its administrative and advisory boards, staff and consultants, who~~
 26 ~~have any family relationship by marriage or blood with a party to any agreement concerning real~~
 27 ~~property referred to in Subparagraph , immediately above, or who have any present or future~~
 28 ~~financial interest in such person's business, whether the entity concerned is a corporation or~~

~~partnership. Such listing shall also include the full names of all of CONTRACTOR’s officers, directors, partners and those holding a financial interest. Included are members of its advisory boards, members of its staff and consultants, who have any family relationship by marriage or blood to an officer, director, or stockholder of the corporation or to any partner of the partnership. In preparing the latter listing, CONTRACTOR shall also indicate the names of the officers, directors, stockholders, or partner(s), as appropriate, and the family relationship which exists between such person(s) and CONTRACTOR’s representatives listed.~~

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

~~##~~

8.3 Name Change

CONTRACTOR shall promptly notify COUNTY, in writing, of any change in CONTRACTOR’s status with respect to name changes that do not require an assignment of the Agreement. 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.

~~8.9.~~ NON-DISCRIMINATION

~~8.19.1~~ In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~ federal or State laws.

1 ~~8.2~~ — CONTRACTOR shall develop an Affirmative Action Program Plan which meets
2 the lawful and applicable requirements of the U.S. Department of Health and Human Services.

3 ~~8.3.2~~ CONTRACTOR shall furnish any and all information requested by
4 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
5 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
6 ~~98~~ et seq.

7 9.3 Non-Discrimination in Employment

8 ~~8.3.1~~9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled
9 "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented
10 in Department of Labor regulations (Title 41 CFR Part 60).

11 ~~8.4~~ — Non-Discrimination in Employment:

12 ~~8.4.1~~9.3.2 All solicitations or advertisements for employees placed by or on behalf
13 of CONTRACTOR shall state that all qualified applicants will receive consideration for
14 employment without regard to race, religious creed, color, national origin, ancestry, physical
15 disability, mental disability, medical condition, genetic information, marital status, sex, gender,
16 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other
17 protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws.
18 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous
19 place for employees and job applicants.

20 ~~8.4.2~~9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
21 formal discrimination complaint to:

22 California Department of ~~Social Services~~Fair Employment

23 ~~Public Inquiry and Response Bureau~~

24 ~~P.O. Box 944243, M.S. 8-4-23~~

25 ~~Sacramento~~ 2218 Kausen Drive, Suite 100

26 Elk Grove, CA ~~95814~~ 95758

27 Telephone: (800) ~~952-5253~~884-1684

28 —————(800) ~~952-8349~~ (For the hard of hearing)700-2320

(TTY)

~~8.5.9.4~~ Non-Discrimination in Service Delivery:

~~8.5.19.4.1~~ 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~~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~~federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

~~8.5.29.4.2~~ CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

~~8.5.2.19.4.2.1~~ Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

~~8.5.2.29.4.2.2~~ Discrimination Complaint Form

~~8.5.2.39.4.2.3~~ Civil Rights Contacts:

County Civil Rights Contact:

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Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9.4.3 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*)

9.10. NOTICES

9.10.1 All notices, requests, claims, correspondence, reports, ~~and/or~~ statements authorized or required by this Agreement, and/or other communications shall be addressed as

1 follows:

2 COUNTY: County of Orange Social Services Agency
3 ~~Contract~~Contracts and Procurement Services
4 500 N. State College Blvd, Suite #100
5 Orange, CA 92868

6
7 CONTRACTOR: UC Irvine Health
8 Director of Contracting
9 333 City Blvd West, Suite ~~200~~1900
10 Orange, CA 92868

11 ~~9.2~~10.2 All notices shall be deemed effective when in writing and deposited in the
12 United States mail, first class, postage prepaid and addressed as above. Any **communications,**
13 **including** notices, **requests,** claims, correspondence, reports, and/or statements authorized or
14 required by this Agreement addressed in any other fashion shall be deemed not given. A party
15 may change its address by notice as required under this Section to the other party.

16 ~~10.11.~~ NOTICE OF DELAYS

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

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23 ~~11.12.~~ INDEMNIFICATION

24 ~~11.12.1~~12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
25 writing by COUNTY (which approval shall not be unreasonably withheld), and hold U.S.
26 Department of Health and Human Services, the State, COUNTY, and their elected and appointed
27 officials, officers, employees, agents, and those special districts and agencies which COUNTY's
28 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from

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

10 ~~11.212.2~~ COUNTY agrees to indemnify, defend and hold CONTRACTOR, its
 11 officers, employees, and agents (“CONTRACTOR INDEMNITEES”) harmless from any claims,
 12 demands, or liability of any kind or nature, including but not limited to personal injury or property
 13 damage, arising from or related to the services, products or other performance provided by
 14 COUNTY pursuant to this Agreement, but only in proportion to and to the extent that such claims,
 15 demands, ~~liability, injury or damage are caused by or~~ liabilities result from the negligent ~~or~~
 16 ~~intentional~~ acts or omissions of COUNTY, its officers, employees, or agents. If judgment is
 17 entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of
 18 the concurrent active negligence of CONTRACTOR or CONTRACTOR INDEMNITEES,
 19 COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court.
 20 Neither party shall request a jury apportionment.

21 ~~11.312.3~~ Neither termination of this Agreement nor completion of the acts to be
 22 performed under this Agreement shall release any party from its obligation to indemnify as to
 23 claims or cause of action asserted that arise from this agreement.

24 ~~11.4 Without limiting CONTRACTOR's liability for indemnification, CONTRACTOR~~
 25 ~~attests that it is self-insured and shall maintain in force at all times during the term of this~~
 26 ~~Agreement, self insurance covering its operations in the amounts acceptable to COUNTY.~~

27 ~~12.13.~~ INSURANCE

28 ~~12.1 CONTRACTOR certifies it is self-insured against the perils of bodily~~

1 ~~injury/property damage, automobile liability, medical professional liability, workers'~~
2 ~~compensation, and sexual misconduct. Should there be any material change in the provisions of~~
3 ~~the self-insurance program, CONTRACTOR will provide thirty (30) days prior written notice to~~
4 ~~the COUNTY.~~

5 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
6 purchase all required insurance or maintain a program of self-insurance at CONTRACTOR's
7 expense, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
8 complied with. CONTRACTOR agrees to keep such insurance coverage and Certificates of
9 Insurance on deposit with ADMINISTRATOR during the entire term of this Agreement. In
10 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
11 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
12 CONTRACTOR.

13 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
14 CONTRACTOR pursuant to this Agreement shall maintain insurance subject to the same terms
15 and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow
16 subcontractors to work if subcontractors have less than the level of coverage required by COUNTY
17 from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide
18 notice of the insurance requirements to every subcontractor and to receive proof of insurance prior
19 to allowing any subcontractor to begin work. Such proof of insurance must be maintained by
20 CONTRACTOR through the entirety of this Agreement for inspection by COUNTY
21 representative(s) at any reasonable time.

22 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
23 Insurance. If CONTRACTOR is self-insured, CONTRACTOR, in addition to, and without
24 limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

25 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless
26 against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
27 employee's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole
28 cost and expense with counsel approved by Board of Supervisors against same; and

1 13.3.2 CONTRACTOR’s duty to defend, as stated above, shall be absolute and
 2 irrespective of any duty to indemnify or hold harmless; and

3 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
 4 and all actions to which the duty to defend stated above applies, and CONTRACTOR’s SIR
 5 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
 6 insured.

7 ~~12.2~~13.4 If CONTRACTOR fails to maintain ~~proof~~insurance or a program of self-
 8 insurance acceptable to ~~the~~COUNTY for the full term of this Agreement, COUNTY may
 9 terminate this Agreement.

10 13.5 ~~A letter evidencing~~The policy or policies of insurance or program of self-insurance
 11 maintained by CONTRACTOR shall provide the minimum limits and coverage ~~in all areas~~
 12 ~~required under Paragraph~~ 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
Workers’ Compensation	Statutory
Employer’s Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

13 13.6 Required Coverage Forms

14 13.6.1 If CONTRACTOR is not self-insured for liability, Commercial General
 15 Liability coverage shall be ~~mailed to~~written on Insurance Services Office (ISO) form CG 00 01 or
 16

1 a substitute form providing liability coverage at least as broad.

2 13.7 Required Statement on the Certificate of Self-Insurance for Commercial General
3 Liability:

4 ~~12.2.1~~13.7.1 Naming the County of Orange/~~SSA Contract Services, Attn:~~
5 ~~Contract Administrator~~, its elected and appointed officials, officers, agents and employees, as an
6 Indemnified Party.

7 13.7.2 CONTRACTOR's insurance is primary and any insurance or self-
8 insurance maintained by the County of Orange shall be excess and non-contributing.

9 13.7.3 The Network Security and Privacy Liability program of self-insurance
10 shall contain the following statements on the Certificate of Self-Insurance:

11 13.7.3.1 Naming the County of Orange, its elected and appointed
12 officials, officers, agents and employees as an Indemnified Party for vicarious liability.

13 13.7.3.2 The CONTRACTOR's program of self-insurance is primary and
14 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
15 contributing.

16 13.7.4 The Workers' Compensation policy shall contain a waiver of
17 subrogation endorsement waiving all rights of subrogation against the County of Orange, its
18 elected and appointed officials, officers, agents and employees or provide blanket coverage, which
19 will state AS REQUIRED BY WRITTEN CONTRACT.

20 13.8 All insurance policies required by this Agreement shall waive all rights of
21 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
22 employees when acting within the scope of their appointment or employment.

23 13.9 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
24 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
25 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
26 a material breach of the contract, upon which the COUNTY may suspend or terminate this
27 Agreement.

28 13.10 If CONTRACTOR's Professional Liability and/or Network Security & Privacy

1 Liability policies are “claims made” policies, CONTRACTOR shall agree to maintain Professional
 2 Liability and/or Network Security & Privacy Liability coverage for two (2) years following
 3 completion of this Agreement.

4 13.11 The Commercial General Liability policy shall contain a severability of interests
 5 clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

6 13.12 Insurance certificates should be mailed to COUNTY at the address indicated in
 7 Paragraph 10 of this Agreement.

8 13.13 If CONTRACTOR fails to provide the insurance certificates and endorsements
 9 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
 10 award may be made to the next qualified proponent.

11 13.14 COUNTY expressly retains the right to require CONTRACTOR to increase or
 12 decrease insurance of any of the above insurance types throughout the term of this Agreement.
 13 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
 14 appropriate to adequately protect COUNTY.

15 13.15 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
 16 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
 17 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
 18 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
 19 COUNTY shall be entitled to all legal remedies.

20 13.16 The procuring of such required policy or policies of insurance shall not be construed
 21 to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and
 22 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
 23 available from the insurer

24 ~~13.14.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

27 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
 28 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance

1 under this Agreement. While CONTRACTOR is required to provide this information without
 2 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
 3 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

4 ~~13.1~~14.2 Any accident or incident relating to services performed under this
 5 Agreement that involves injury or property damage which may result in the filing of a claim or
 6 lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within~~
 7 ~~twenty four (24) hours of CONTRACTOR's discovery of occurrence.~~

8 ~~13.2~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from
 9 or relating to services performed by CONTRACTOR under this Agreement. ~~Such report shall be~~
 10 ~~submitted to COUNTY within twenty four (24) hours of CONTRACTOR's discovery of~~
 11 ~~occurrence.~~

12 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

13 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
 14 County property, monies or securities entrusted to CONTRACTOR under the term of this
 15 Agreement.

16 ~~14.15.~~ CONFLICT OF INTEREST

17 ~~14.1~~15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any
 18 actions or conditions that could result in a conflict with the best interests of COUNTY. This
 19 obligation shall apply to ~~CONTRACTOR and~~ CONTRACTOR's employees, ~~volunteers,~~ agents,
 20 ~~relatives, and~~ subcontractors ~~and third parties~~ associated with accomplishing the work hereunder.
 21 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
 22 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
 23 entertainment, payments, loans, or other considerations which could be deemed to influence or
 24 appear to influence COUNTY staff or elected officers in the performance of their duties.

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

1 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
2 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
3 Agreement performance. While CONTRACTOR will be required to provide this information
4 without prompting from COUNTY any time there is a change regarding conflict of interest,
5 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

6 ~~15.16.~~ ANTI-PROSELYTISM PROVISION

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

11 ~~16.17.~~ SUPPLANTING GOVERNMENT FUNDS

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

20 ~~17.18.~~ EQUIPMENT

21 ~~17.18.1~~ All items purchased with funds provided under this Agreement, or which
22 are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five
23 thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all
24 Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of
25 Capital Equipment is limited to the performance of this Agreement. Upon the termination of this
26 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
27 COUNTY or its representatives, or dispose of them in accordance with the directions of
28 ADMINISTRATOR.

1 CONTRACTOR further agrees to the following:

2 ~~17.1.1~~18.1.1 To maintain all items of Capital Equipment in good working order
3 and condition, normal wear and tear excepted.

4 ~~17.1.2~~18.1.2 To label all items of Capital Equipment, do periodic inventories as
5 required by ADMINISTRATOR, and to maintain an inventory list showing where and how the
6 Capital Equipment is being used, in accordance with procedures developed by
7 ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days
8 of any request therefore.

9 ~~17.1.3~~18.1.3 To report in writing to ADMINISTRATOR immediately after
10 discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law
11 enforcement agency must be contacted and a copy of the police report submitted to
12 ADMINISTRATOR.

13 ~~17.1.4~~18.1.4 To purchase a policy or policies of insurance covering loss or
14 damage to any and all Capital Equipment purchased under this Agreement, in the amount of the
15 full replacement value thereof, providing protection against the classification of fire, extended
16 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
17 parties' interests as they appear.

18 ~~17.2~~18.2 The purchase of any Capital Equipment by CONTRACTOR shall be
19 requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall
20 fulfill the provisions of this Agreement which are appropriate and directly related to
21 CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse
22 reimbursement for any costs resulting from Capital Equipment purchased, which are incurred by
23 CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

24 ~~17.3~~18.3 Personal Computer Equipment:

25 No personal computers and/or personal electronic devices, such as tablets and
26 laptop computers, or any component thereof may be purchased with funds provided under this
27 Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR.
28 Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR,

1 be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4,
 2 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon
 3 termination of this AGREEMENT.

4 ~~18.19.~~ BREACH SANCTIONS

5 ~~18.1.1~~ 19.1.1 Failure by ~~CONTRACTOR~~ a party to comply with any of the provisions,
 6 covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such
 7 event, ~~ADMINISTRATOR~~ the other party may, and in addition to immediate termination and any
 8 other remedies available at law, in equity, or otherwise specified in this Agreement:

9 ~~18.1.1~~ 19.1.1 Afford ~~CONTRACTOR~~ the breaching party a time period within
 10 which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

11 ~~18.1.2~~ 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the
 12 period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later
 13 recovery; and/or

14 ~~18.1.3~~ 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid
 15 by COUNTY those monies disallowed pursuant to Subparagraph ~~19.1.2~~ 18.2 above.

16 ~~18.2~~ 19.2 A party will give the other party written notice of any action pursuant to this
 17 ~~paragraph~~ Paragraph, which notice shall be deemed served ~~in accordance with Section~~ on the date
 18 of ~~this Agreement~~ mailing.

19 ~~19.20.~~ PAYMENTS

20 ~~19.20.1~~ Maximum Contractual Obligation:

21 The maximum obligation of COUNTY under this Agreement shall ~~be \$648,641 per~~
 22 ~~year for an aggregate total~~ not exceed the amount of ~~\$1,945,923 for three (3) years~~ 2,787,806 , or
 23 actual allowable costs, whichever is less. ~~The estimated annual amount for each twelve (12) month~~
 24 ~~period is as follows:~~

25 20.1.1 \$894,413 for July 1, 2020 through June 30, 2021;

26 20.1.2 \$928,697 for July 1, 2021 through June 30, 2022; and

27 20.1.3 \$964,696 for July 1, 2022 through June 30, 2023.

28 ~~19.220.2~~ Allowable Costs:

1 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
 2 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this
 3 Agreement, as defined in Title 2 CFR, Part ~~220~~200, or as approved by ADMINISTRATOR.
 4 However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable
 5 costs that will be incurred by CONTRACTOR for June ~~2018~~2021, June ~~2019~~2022, and June
 6 ~~2020~~2023, during the month of such anticipated expenditure.

7 ~~19.320.3~~ Match:

8 In providing services pursuant to this Agreement, CONTRACTOR shall provide a
 9 match in an amount no less than ~~thirteen~~eleven percent (11~~3~~%) of the amount paid to
 10 CONTRACTOR by COUNTY during the term of this Agreement. CONTRACTOR shall not use
 11 government funds to provide its match without prior written approval by the government agency
 12 providing the funds and ADMINISTRATOR. The match shall be reflected on the monthly invoice
 13 and shall be deducted from payments made by COUNTY to CONTRACTOR. In the event there
 14 is a portion of the match unpaid at the termination of this Agreement, it shall be deducted from
 15 any monies owed CONTRACTOR by COUNTY, or paid to COUNTY upon demand.

16 ~~19.420.4~~ Claims:

17 ~~19.4.1~~20.4.1 CONTRACTOR shall submit monthly claims to be received by
 18 ADMINISTRATOR ~~within a reasonable time period not~~no later than ~~approximately~~the twentieth
 19 (20th) calendar day of the month for expenses incurred in the preceding month. ~~In the event the~~
 20 ~~twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall~~
 21 ~~submit the claim the next business day. COUNTY holidays include New Year's Day, Martin~~
 22 ~~Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence~~
 23 ~~Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving~~
 24 ~~Day, and Christmas Day.~~

25 ~~19.4.2~~20.4.2 All ~~reimbursement~~ claims must be submitted on a form approved by
 26 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
 27 source documents with the monthly claim, including, inter alia, a monthly statement of services,
 28 general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving

1 records, some of which may be required to be copied. Source documents that CONTRACTOR
 2 must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller.
 3 CONTRACTOR shall retain all financial records in accordance with Paragraph 25 ~~(Records,
 4 Inspections, and Audits)~~ of this Agreement.

5 ~~19.4.3~~20.4.3 Payments should be released by COUNTY within a reasonable time
 6 period of approximately thirty (30) days after receipt of a correctly completed claim form and
 7 required supporting documentation.

8 ~~19.4.4~~20.4.4 Year-End and Final Claims:

9 ~~19.4.4.1~~ Any and all claims must be received by
 10 ADMINISTRATOR no later than sixty (60) days after termination of this Agreement.

11 ~~19.4.4.2~~ Final claims- CONTRACTOR shall submit a final claim
 12 for ~~the term of each COUNTY~~ fiscal year, July 1, ~~2017~~ through June 30, covered under the term
 13 of this Agreement, as stated in Paragraph 1 ~~2018, must be received, by~~ no later than August 30,
 14 ~~2018 at 5:00 p.m.~~

15 ~~19.4.4.3~~ Final claims for the term of July 1, 2018 through June
 16 30, 2019, must be received no later than August 30, 2019 at 5:00 p.m.

17 ~~19.4.4.4~~ Final claims for the term of July 1, 2019 through June
 18 30, 2020, must be received no later than August 30, 2020 at 5:00 p.m.

19 ~~19.4.4.5~~20.4.4.1 30th of each corresponding COUNTY fiscal year.
 20 Claims received after ~~the dates specified in Subparagraphs to~~ August 30th of each corresponding
 21 COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed.
 22 ADMINISTRATOR may, modify the date upon which the final claim per ~~term~~ each COUNTY
 23 fiscal year must be received, upon at least a 30-day written notice to CONTRACTOR.

24 ~~19.4.4.6~~20.4.4.2 The basis for final settlement shall be the actual
 25 allowable costs as defined in Title 45 CFR and 2 CFR, Part ~~230~~200, incurred and paid by
 26 CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of
 27 COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount
 28 of the overpayment against the final payment. In the event overpayment exceeds the final

1 payment, CONTRACTOR shall pay COUNTY all such sums within ~~ten (10)~~ ^{five (5)} business days
 2 of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY
 3 in the event an overpayment has been made.

4 ~~20-21.~~ OVERPAYMENTS

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

17 ~~21-22.~~ OUTSTANDING DEBT

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

21 ~~22.~~ REVENUE

22 ~~22.1— Whenever CONTRACTOR receives any money specifically designated for use in~~
 23 ~~programs funded through this Agreement, excluding any funds specified as a CONTRACTOR~~
 24 ~~match under this Agreement, such monies shall be considered to be a cost off set and treated as a~~
 25 ~~reduction against the amount claimed by CONTRACTOR.~~

26 ~~22.2— CONTRACTOR is not required to apply grants or gifts which are unrestricted in~~
 27 ~~use to any cost or expense of CONTRACTOR in which COUNTY participates.~~

28 ~~22.3— CONTRACTOR may establish and utilize a sliding fee schedule, approved by~~

1 ~~ADMINISTRATOR, to determine client fees for services provided. However, CONTRACTOR~~
 2 ~~shall not refuse services to clients referred by ADMINISTRATOR because of inability or~~
 3 ~~unwillingness to pay said fees.~~

4 ~~22.4 CONTRACTOR shall make every reasonable effort to collect all available third~~
 5 ~~party reimbursement for which client may be eligible. Public and private insurance carriers shall~~
 6 ~~be billed on the basis of CONTRACTOR's customary charges, if applicable.~~

7 ~~22.5 Fees and revenues received by CONTRACTOR from or on behalf of clients,~~
 8 ~~including from public or private insurance carriers, shall be deducted from any billings to~~
 9 ~~COUNTY and shall reduce any obligation of COUNTY under this Agreement.~~

10 23. FINAL REPORT

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

16 24. INDEPENDENT AUDIT

17 24.1 CONTRACTOR shall employ a licensed certified public accountant who shall
 18 prepare and file with ADMINISTRATOR an annual organization-wide audit of related
 19 expenditures during the term of this Agreement in compliance with the 31 USC 7501- - 7507, as
 20 well as its implementing regulations under 2 CFR Part 200, Uniform Administrative
 21 Requirements, Cost ~~Principals,Principles~~ and Audit Regulations Requirements for Federal
 22 Awards. *If CONTRACTOR is not subject to the aforementioned regulations for any year covered*
 23 *during the term of this Agreement, CONTRACTOR shall provide ADMINISTRATOR an*
 24 *Independent Auditor's Report of CONTRACTOR's financial statements.* The audit must be
 25 performed in accordance with generally accepted government auditing standards ~~and Title 2 CFR~~
 26 ~~Part 230.~~ CONTRACTOR shall cooperate with COUNTY, State, and/or ~~Federal~~ *federal* agencies
 27 to ensure that corrective action is taken within six (6) months after issuance of all audit reports
 28 with regard to audit exceptions.

1 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1
 2 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide
 3 audits for each of the fiscal cycles corresponding with the term of this Agreement.
 4 CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's
 5 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for
 6 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
 7 CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.
 8 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to
 9 CONTRACTOR.

10 ~~##~~

11 ~~##~~

12 25. RECORDS, INSPECTIONS, AND AUDITS

13 25.1 Financial Records:

14 25.1.1 CONTRACTOR shall prepare and maintain accurate and complete
 15 financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five
 16 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
 17 State, and ~~Federal~~ federal audits are completed, whichever is later.

18 25.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
 19 internal control, and financial reporting standards in conformity with generally accepted
 20 accounting principles established by the American Institute of Certified Public Accountants and
 21 to the satisfaction of ADMINISTRATOR.

22 25.2 Client Records:

23 25.2.1 CONTRACTOR shall prepare and maintain accurate and complete
 24 records of clients served and dates and type of services provided under the terms of this Agreement
 25 in a form acceptable to ADMINISTRATOR.

26 25.2.2 ~~All client records related to services~~ CONTRACTOR shall keep all
 27 COUNTY data provided ~~under~~ to CONTRACTOR during the ~~terms~~ term(s) of this Agreement ~~shall~~
 28 ~~be retained by CONTRACTOR~~ for a minimum of five (5) years from the date of final payment

1 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are
 2 completed, whichever is later. These records shall be stored in Orange County, unless
 3 CONTRACTOR requests and COUNTY provides written approval for the right to store the
 4 records in another county. Notwithstanding anything to the contrary, upon termination of this
 5 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY
 6 in accordance with Subparagraph 40.2. ~~Notwithstanding anything to the contrary,~~
 7 ~~CONTRACTOR shall not be required to disclose such client records to COUNTY if it reasonably~~
 8 ~~determines that such disclosure is not permitted under applicable federal or state privacy laws or~~
 9 ~~regulations.~~ of this Agreement.

10 25.2.3 In the event COUNTY reasonably determines that client records are
 11 incomplete or inaccurate after payment has been made, COUNTY shall give written notice to
 12 CONTRACTOR specifying the deficiencies, and CONTRACTOR shall have a period of thirty
 13 (30) days thereafter to cure such deficiencies. If CONTRACTOR fails to cure such deficiencies
 14 within the foregoing 30-day period, then COUNTY may treat such payment as an overpayment
 15 within the provisions of this Agreement.

16 25.3 Public Records:

17 With the exception of client records or other records referenced in Paragraph 29,
 18 entitled Confidentiality, all records, including, but not limited to, reports, audits, notices, claims,
 19 statements, and correspondence, required by this Agreement, may be subject to public disclosure
 20 under the California Public Records Act.

21 25.4 Inspections and Audits:

22 25.4.1 The U.S. Department of Health and Human Services, Comptroller
 23 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,
 24 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized
 25 representatives, shall have access to any books, documents, papers, and records, including medical
 26 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement
 27 for the purpose of financial monitoring. Further, all the above mentioned persons have the right
 28 at all reasonable times to inspect or otherwise evaluate the work performed or being performed

1 under this Agreement and the premises in which it is being performed.

2 25.4.2 CONTRACTOR shall make its books and ~~financial~~ records available
3 within the borders of Orange County within ten (10) days of receipt of written demand by
4 ADMINISTRATOR.

5 25.4.3 In the event CONTRACTOR does not make available its books and
6 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
7 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
8 obtain CONTRACTOR's books and ~~financial~~ records.

9 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
10 liability to the State or Federal ~~government~~Government or any agency thereof resulting from any
11 disallowances or other audit exceptions to the extent that such liability is attributable to
12 CONTRACTOR's failure to perform under this Agreement.

13 **26. PERSONNEL DISCLOSURE**

14 26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services
15 through this Agreement, paid and unpaid, including those identified in Paragraph 14 ~~Where~~
16 ~~authorized by law,~~ of Exhibit A (hereinafter referred to as "Personnel").

17 ~~26.1.2~~26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list
18 of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications.
19 Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a
20 copy of a résumé and/or job application. The list shall include:

21 ~~26.1.1~~26.2.1 Names ~~and dates of birth~~ of all ~~full or part-time personnel~~Personnel
22 by title, ~~including volunteer personnel~~, whose direct services are required to provide the programs
23 described herein;

24 ~~26.1.2~~26.2.2 A brief description of the functions of each position and the hours
25 each person works each week; or for part-time ~~personnel~~Personnel, each day or month, as
26 appropriate;

27 ~~26.1.3~~26.2.3 The professional degree, if applicable, and experience required for
28 each position; and

1 ~~26.1.4~~26.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

2 ~~26.2~~26.3 Where authorized by law, ~~CONTRACTOR's employment applications and~~
3 in a manner consistent with California Government Code §12952, CONTRACTOR shall require
4 ~~applicants~~prospective Personnel to provide detailed information regarding the conviction of a
5 crime, by any court, for offenses other than minor traffic offenses. Information ~~not disclosed in~~
6 ~~the employment application~~ discovered subsequent to the hiring or promotion of any
7 ~~applicant~~prospective Personnel shall be cause for termination of that employee from the
8 performance of services under this Agreement.

9 ~~26.3~~26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
10 COUNTY, a clearance on the following public websites of the names and dates of birth for all
11 ~~employees and/or volunteers~~Personnel who will have direct, interactive contact with clients served
12 through this Agreement: U.S. Department of Justice National Sex Offender Website
13 (www.nsopw.gov) and Megan's Law Sex Offender Registry
14 (www.meganslaw.ca.gov ~~(www.meganslaw.ca.gov)~~).

15 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
16 a criminal record background check on all ~~employees (direct service and administrative) funded~~
17 ~~through this Agreement and also all non funded staff (e.g., volunteers, in kind staff, etc.)~~Personnel
18 who will have direct, interactive contact with clients served through this Agreement. Background
19 checks conducted through the California Department of Justice shall include a check of the
20 California Central Child Abuse Index, when applicable. Candidates will satisfy background
21 checks consistent with this ~~paragraph~~Paragraph and their performance of services under this
22 Agreement.

23 ~~26.4~~26.6 CONTRACTOR shall ensure that clearances and background checks
24 described in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel
25 providing services under this Agreement.

26 ~~26.5~~26.7 In the event a record is revealed through the processes described in
27 Subparagraphs 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on
28 appropriateness of ~~personnel~~Personnel providing services through this Agreement.

1 ~~26.626.8~~ CONTRACTOR attests that all ~~persons employed or otherwise~~Personnel
 2 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work
 3 records and/or reference checks indicating their ability to perform the required duties and accept
 4 the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain
 5 records of background investigations and reference checks undertaken and coordinated by
 6 CONTRACTOR for ~~each employee and/or volunteer~~Personnel assigned to provide services under
 7 this Agreement, for a minimum of five (5) years from the date of final payment under this
 8 Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed,
 9 whichever is later, in compliance with all applicable laws.

10 ~~26.726.9~~ CONTRACTOR shall immediately notify ADMINISTRATOR concerning
 11 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid~~
 12 ~~employee and/or volunteer staff~~Personnel performing services under this Agreement, when such
 13 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether
 14 such ~~employee and/or volunteer~~Personnel may continue to provide services under this Agreement
 15 and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's
 16 failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this
 17 Agreement, pursuant to Paragraph ~~1918~~ above.

18 ~~26.826.10~~ COUNTY has the right to approve or disapprove all of CONTRACTOR's
 19 ~~staff~~Personnel performing work hereunder, and any proposed changes in CONTRACTOR's
 20 ~~staff~~Personnel.

21 ~~26.926.11~~ COUNTY shall have the right to require CONTRACTOR to remove any
 22 ~~employee~~Personnel from the performance of services under this Agreement. At the request of
 23 COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~Personnel.

24 ~~26.1026.12~~ CONTRACTOR shall notify COUNTY ~~immediately~~within forty-eight (48)
 25 hours when ~~staff~~Personnel is terminated for cause from working on this Agreement.

26 ~~26.1126.13~~ Disqualification, if any, of CONTRACTOR ~~staff~~Personnel, pursuant to ~~this~~
 27 Paragraph ~~26~~, shall not relieve CONTRACTOR of its obligation to complete all work in
 28 accordance with the terms and conditions of this Agreement.

1 27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

13 28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
 14 LAW

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

19 29. CONFIDENTIALITY

20 29.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
 21 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
 22 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
 23 now exist or be hereafter amended. COUNTY acknowledges and agrees that CONTRACTOR is
 24 subject to compliance with the requirements of the California Public Records Act Government
 25 Code Section 6250 et seq., and that information may be subject to disclosure in the absence of
 26 applicable statutory exemptions for such information.

27 29.2 All records and information concerning any and all persons referred to
 28 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential

1 by CONTRACTOR, and CONTRACTOR's employees, ~~volunteers,~~ agents, ~~and~~ subcontractors,
 2 and all other individuals performing services under this Agreement. CONTRACTOR shall
 3 ~~require~~ ensure that all of its employees, ~~volunteers,~~ agents, subcontractors ~~and partners who may~~
 4 ~~provide services,~~ and all other individuals, prior to commencing the provision of any such services
 5 under this Agreement are (i) informed in writing of the confidential nature of the information and
 6 the obligations of this Agreement and are subject to confidentiality duties or obligations to
 7 Recipient that are no less restrictive than the terms and conditions of this Agreement, in which
 8 case CONTRACTOR shall be responsible for ~~CONTRACTOR under this Agreement to~~ ensuring
 9 that said employees agents, subcontractors agree to abide by these confidentiality provisions, or
 10 (ii) sign an agreement with CONTRACTOR before commencing the provision of any such
 11 services, agreeing to maintain ~~the confidentiality of any and all materials and information with~~
 12 ~~which they may come into contact, or the identities or any identifying characteristics or~~
 13 ~~information with respect to any and all participants referred to CONTRACTOR by COUNTY,~~
 14 ~~except as may be required to provide services under this Agreement or confidentiality pursuant to~~
 15 ~~those specified in this Agreement as having the capacity to audit CONTRACTOR, State and as to~~
 16 ~~the latter, only during such audit. CONTRACTOR shall comply with any audits specified in~~
 17 ~~Paragraph , provide reports federal law and any other information required by COUNTY in the~~
 18 ~~administration~~ terms of this Agreement, ~~and as otherwise permitted by law.~~

19 29.3 CONTRACTOR shall inform all of its employees, ~~volunteers,~~ agents,
 20 subcontractors, and ~~partners~~ all other individuals performing services under this Agreement of this
 21 provision and that any person violating the provisions of said California state law may be guilty
 22 of a crime.

23 29.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
 24 to the confidentiality requirements of this Agreement.

25 29.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
 26 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes,
 27 ~~case law~~ case law, and Orange County Juvenile Court Policy regarding Confidentiality, as it now
 28 exists or may hereafter be amended.

1 29.5.1 No access, disclosure, or release of information regarding a child who
2 is the subject of Juvenile Court proceedings shall be permitted except as authorized. If
3 authorization is in doubt, no such information shall be released without the written approval of a
4 Judge of the Juvenile Court.

5 29.5.2 CONTRACTOR must receive prior written approval of the Juvenile
6 Court before allowing any child to be interviewed, photographed, or recorded by any publication
7 or organization, or to appear on any radio, television, or internet broadcast or make any other
8 public appearance. Such approval shall be requested through child's ~~Social Worker~~social worker.

9 30. SECURITY

10 ~~30.1— CONTRACTOR shall promptly notify COUNTY of any and all unauthorized~~
11 ~~disclosures of COUNTY data of which CONTRACTOR or its staff is aware or has knowledge.~~
12 ~~After such notification, CONTRACTOR shall, at its own expense:~~

13 30.1 Security Requirements

14 30.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY
15 and COUNTY-related records and information pursuant to all statutory laws relating to privacy
16 and confidentiality that currently exists or exists at any time during the term of this Agreement.
17 CONTRACTOR represents and warrants that it has implemented and will maintain during the
18 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
19 private and confidential client information, to protect against anticipated threats to the security or
20 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
21 use of COUNTY data. Such safeguards and controls shall include at a minimum:

22 30.1.1.1 Storage of confidential paper files that ensures records are
23 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

24 30.1.1.2 Control of access to physical and electronic records to ensure
25 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
26 services.

27 30.1.1.3 Control to prevent unauthorized access and to prevent
28 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

1 30.1.1.4 Firewall protection.

2 30.1.1.5 Use of encryption methods of electronic COUNTY data while
3 in transit from CONTRACTOR networks to external networks, when applicable.

4 30.1.1.6 Measures to securely store all COUNTY data, including, but not
5 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
6 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
7 CONTRACTOR further represents and warrants that it has implemented and will maintain during
8 the term of this Agreement administrative, technical, and physical safeguards and controls
9 consistent with State and federal security requirements.

10 30.2 Security Breach Notification

11 30.2.1 CONTRACTOR shall have policies and procedures in place for the
12 effective management of Security Breaches, as defined below. In the event of any actual,
13 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
14 experiences or learns of that either compromises or could reasonably be expected to comprise
15 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security
16 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
17 notification, CONTRACTOR shall, at its own expense, immediately:

18 ~~30.1.1.1~~ 30.2.1.1 Investigate to determine the nature and extent of the
19 ~~unauthorized disclosure~~ Security Breach.

20 30.2.1.2 Contain the incident by ~~among things~~ taking necessary action,
21 including, but not limited to, attempting to recover records, revoking access, and/or correcting
22 weaknesses in security.

23 30.2.1.3 Report to COUNTY the nature of the Security Breach, the
24 COUNTY data used or disclosed, the person who made the unauthorized use or received the
25 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
26 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
27 take to prevent future similar unauthorized use or disclosure.

28 ~~30.1.2~~ 30.2.2 The COUNTY, in its sole discretion and on a case-by-case basis,

1 will determine what actions are necessary in response to the Security Breach and who will perform
 2 these actions. Actions may include, but are not limited to: notifications; investigation and
 3 remediation costs, including notification of all whose personal information was disclosed; outside
 4 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
 5 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
 6 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
 7 with a Security Breach, CONTRACTOR shall reimburse COUNTY for ~~all notification related~~
 8 ~~costs incurred by COUNTY arising out of or in connection with the unauthorized disclosure as~~
 9 ~~costs associated to~~ legally required, ~~but only in proportion to and to the extent that such~~
 10 ~~unauthorized disclosure is caused by or results from the negligent or intentional acts or omissions~~
 11 ~~of CONTRACTOR, its officers, employees, or agents~~ actions.

12 ~~30.2— For services provided under this Agreement, CONTRACTOR shall ensure that all~~
 13 ~~confidential information must be held in the strictest confidence, can only be accessed by those~~
 14 ~~with a need to know and is protected to prevent unauthorized or inadvertent access. Confidential~~
 15 ~~electronic information must be stored in an encrypted format. Confidential information stored in~~
 16 ~~a paper format must be transported, handled, secured and destroyed in a manner that to prevent~~
 17 ~~unauthorized access.~~

18 ~~30.3— CONTRACTOR shall have sufficient security infrastructure in place as is~~
 19 ~~reasonably necessary to prevent unauthorized users from gaining either physical or electronic~~
 20 ~~access to confidential information in either paper or electronic format. CONTRACTOR's security~~
 21 ~~system will have an appropriate security monitoring system at multiple levels (e.g., locked~~
 22 ~~drawers, firewalls, intrusion detection system, etc.). The security system will provide information~~
 23 ~~on attempted intrusions and other relevant or useful information that can be reported for further~~
 24 ~~investigation and referral for an appropriate response by CONTRACTOR or ADMINISTRATOR.~~

25 ##

26 31. COPYRIGHT ACCESS

27 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have
 28 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and

hereafter, all material developed under this Agreement, including those covered by copyright.

32. 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 Agreement 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.

~~33. PETTY CASH~~

~~CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed one thousand dollars (\$1,000).~~

~~34. PUBLICITY~~

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

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

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

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

33. SERVICES DURING EMERGENCY AND/OR DISASTER

33.1 CONTRACTOR acknowledges that service usage may surge during or after an

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

9 33.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
 10 service delivery in a manner that assists COUNTY in meeting the needs of CLIENTS COUNTY
 11 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
 12 include, but are not limited to: providing services at different location(s), assigning staff to work
 13 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents
 14 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and
 15 prioritizing services for staff as requested by COUNTY.

16 33.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
 17 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.
 18 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary
 19 expenditures provided during or after an emergency/disaster shall be calculated by the same rates
 20 that apply during non-emergency/disaster conditions.

21 34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

22 34.334.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.
 23 The use and/or reproduction of ~~COUNTY's~~COUNTY's name ~~and~~, logos, or ~~logo~~symbols for any
 24 purpose, including commercial advertisement, promotional purposes, announcements, displays, or
 25 press releases, without ~~COUNTY's~~COUNTY's prior written consent is expressly prohibited.

26 34.2 CONTRACTOR may develop and publish information related to this Agreement
 27 where all of the following conditions are satisfied:

28 34.2.1 ADMINISTRATOR provides its written approval of the content and

1 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
 2 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

3 34.2.2 Unless directed otherwise by ADMINISTRATOR, the information
 4 includes a statement that the program, wholly or in part, is funded through County, State, and
 5 Federal Government funds.

6 34.2.3 The information does not give the appearance that the COUNTY, its
 7 officers, employees, or agencies endorse:

8 34.2.3.1 Any commercial product or service; and

9 34.2.3.2 Any product or service provided by CONTRACTOR, unless
 10 approved in writing by ADMINISTRATOR; and

11 ~~34.3.1 —If CONTRACTOR uses social media (such as Facebook, Twitter,
 12 YouTube, or other publicly available social media sites) to publish information related to this
 13 Agreement, CONTRACTOR shall develop social media policies and procedures and have them
 14 available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media
 15 Use Policy and Procedures as they pertain to any social media developed in support of the services
 16 described within this Agreement. The policy is available on the Internet at
 17 <http://www.ocgov.com/gov/ceo/cio/govpolicies> COUNTY shall not use the name(s), symbols,
 18 trademarks, or service marks, presently existing or hereafter established, of CONTRACTOR in
 19 any advertisement, press release, feature articles, or other materials without the prior written
 20 approval of CONTRACTOR made in accordance with the provisions of applicable law, including
 21 but not limited to California Education Code Section 92000. CONTRACTOR shall not
 22 unreasonably withhold written consent. CONTRACTOR herein provides written consent to the
 23 COUNTY to use the CONTRACTOR's name in the governmental administration of this
 24 agreement.~~

25 ~~35. — COUNTY RESPONSIBILITIES~~

26 ~~ADMINISTRATOR will provide consultation and technical assistance and will monitor
 27 performance of CONTRACTOR in meeting the terms of this Agreement.~~

28 ~~36. — REFERRALS~~

1 ~~36.1 CONTRACTOR shall provide services to individuals referred by~~
2 ~~ADMINISTRATOR.~~

3 ##

4 34.2.4 .

5 ~~37.35.~~ REPORTS

6 ~~37.135.1~~ CONTRACTOR shall provide information deemed necessary by
7 ADMINISTRATOR to complete any State-required reports related to the services provided under
8 this Agreement.

9 ~~37.235.2~~ CONTRACTOR shall maintain records and submit reports containing such
10 data and information regarding the performance of CONTRACTOR's services, costs, or other data
11 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
12 ADMINISTRATOR ~~and CONTRACTOR.~~

13 ~~38.36.~~ ENERGY EFFICIENCY STANDARDS

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

16 ~~39.37.~~ ENVIRONMENTAL PROTECTION STANDARDS

17 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401
18 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and
19 Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR),
20 as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR
21 assures that:

22 ~~39.137.1~~ No facility to be utilized in the performance of the proposed grant has been
23 listed on the EPA List of Violating Facilities;

24 ~~39.237.2~~ It will notify COUNTY prior to award of the receipt of any communication
25 from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized
26 for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

27 ~~39.337.3~~ It will notify COUNTY and EPA about any known violation of the above
28 laws and regulations.

1 ##

2 ##

3 ~~40.38.~~ CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
 4 CERTAIN FEDERAL TRANSACTIONS

5 ~~40.138.1~~ CONTRACTOR shall be in compliance with Section 319 of Public Law
 6 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions
 7 set down by the ~~OMB~~Office of Management and Budget (OMB) and published in the Federal
 8 Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
 9 regulations, it is mutually understood that any contract which utilizes ~~Federal~~federal monies in
 10 excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form
 11 provided by ADMINISTRATOR that cites the following:

12 ~~40.1.138.1.1~~ A.—The definitions and prohibitions contained in the clause at
 13 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
 14 Transactions, included in this solicitation, are hereby incorporated by reference in ~~Paragraph~~
 15 ~~(B)~~Subparagraph B of this certification.

16 ~~40.1.238.1.2~~ B.—The offeror, by signing its offer, hereby certifies to the best
 17 of his or her knowledge and belief as of December 23, 1989, that

18 ~~40.1.2.138.1.2.1~~ No ~~Federal~~federal appropriated funds have been paid
 19 or will be paid to any person for influencing or attempting to influence an officer or employee of
 20 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
 21 Member of Congress on his or her behalf in connection with the awarding of any ~~Federal~~federal
 22 contract, the making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan, the
 23 entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,
 24 or modification of any ~~Federal~~federal contract, grant, loan or cooperative agreement;

25 ~~40.1.2.238.1.2.2~~ If any funds other than ~~Federal~~federal appropriated
 26 funds (including profit or fee received under a covered ~~Federal~~federal transaction) have been paid,
 27 or will be paid, to any person for influencing or attempting to influence an officer or employee of
 28 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

1 Member of Congress on his or her behalf in connection with this solicitation, the offeror shall
 2 complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities,
 3 to the Contracting Officer; and

4 ~~40.1.2.338.1.2.3~~ He or she will include the language of this
 5 certification in all subcontract awards at any tier and require that all recipients of subcontract
 6 awards in excess of \$100,000 shall certify and disclose accordingly.

7 ~~40.1.338.1.3 C.~~—Submission of this certification and disclosure is a
 8 prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC.
 9 Any person who makes an expenditure prohibited under this provision or who fails to file or amend
 10 the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of
 11 not less than \$10,000, and not more than \$100,000, for each such failure.

12 ~~41.39.~~ POLITICAL ACTIVITY

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

16 ~~42.40.~~ TERMINATION PROVISIONS

17 ~~42.140.1~~ Either party may terminate this Agreement without penalty, immediately
 18 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
 19 shall be deemed served on the date of mailing ~~in accordance with Subparagraph hereof.~~ Cause
 20 shall include, but not be ~~defined as~~limited, to any breach of contract, any ~~partial~~ misrepresentation
 21 ~~whether negligent or willful~~, fraud on the part of a Party. ~~Except as provided otherwise hereunder,~~
 22 ~~exercise~~, discontinuance of the services for reasons within CONTRACTOR's reasonable control,
 23 and repeated or continued violations of COUNTY ordinances unrelated to performance under this
 24 Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for
 25 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this
 26 Agreement shall relieve ~~both parties~~COUNTY of all further obligations under this Agreement.

27 ~~42.240.2~~ ~~Upon termination, or notice thereof,~~For ninety (90) calendar days prior to
 28 the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition

1 Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of
2 service responsibilities, ~~active case records, and pertinent documents~~ case records, and pertinent
3 documents. The Transition Period may be modified as agreed upon in writing by the parties.
4 During the Transition Period, service and data access shall continue to be made available to
5 COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
6 transitioning all data in the format determined by COUNTY.

7 40.3 In the event of termination of this Agreement, cessation of business by
8 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
9 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
10 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
11 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
12 Agreement.

13 ~~42.340.4~~ The obligations of COUNTY under this Agreement are contingent upon the
14 availability of ~~Federal~~ federal and/or State funds, as applicable, for the reimbursement of
15 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the
16 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
17 remains in effect or operation. In the event that such funding is terminated or reduced,
18 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum
19 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR
20 ~~will~~ shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with
21 written notification of such determination. – CONTRACTOR shall immediately comply with
22 ADMINISTRATOR’s decision; provided, however, that CONTRACTOR may terminate this
23 Agreement upon written notice to COUNTY if COUNTY determines to reduce COUNTY’s
24 maximum obligation or modify this Agreement.

25 ~~42.440.5~~ If any term, covenant, condition, or provision of this Agreement or the
26 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this
27 Agreement shall remain in full force and effect and shall in no way be affected, impaired, or
28 invalidated thereby.

1 ~~43-41.~~ GOVERNING LAW AND VENUE

2 This Agreement has been negotiated and executed in the State of California and shall be
3 governed by and construed under the laws of the State of California, without reference to conflict
4 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
5 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
6 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
7 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
8 to waive any and all rights to request that an action be transferred for trial to another county.

9 ~~44-42.~~ THE REGENTS

10 COUNTY acknowledges that the Regents of the University of California (“The Regents”)
11 has entered into this Agreement solely on behalf of and with respect to the University of California,
12 Irvine Medical Center and the University of California, Irvine Health Physicians & Surgeons (the
13 “UCIH Parties”) and not on behalf of or with respect to any other division, business or operating
14 unit, enterprise, facility, group, plan, or program that is or may be owned, controlled, governed, or
15 operated by, or affiliated with, The Regents, including, without limitation, any other university,
16 campus, health system, medical center, hospital, clinic, medical group, physician, or health or
17 medical plan or program (collectively, the “Excluded UC Affiliates”). In light of the foregoing,
18 COUNTY further acknowledges and agrees that, notwithstanding any other provision contained
19 in this Agreement:

20 (a) All obligations of The Regents under this Agreement shall be limited to The
21 Regents as and when acting solely on behalf of or with respect to the UCIH Parties, and shall in
22 no way obligate, be binding on or restrict the business or operating activities of any of the Excluded
23 UC Affiliates; and

24 (b) None of the Excluded UC Affiliates shall constitute or be deemed to constitute an
25 affiliate of the Regents or of the UCIH Parties for any purpose under this Agreement.

26 ~~45-43.~~ SIGNATURE IN COUNTERPARTS

27 ~~45.143.1~~ The parties agree that separate copies of this Agreement may be signed by
28 each of the parties, and this Agreement will have the same force and effect as if the original had

1 been signed by all the parties.

2 ~~45.243.2~~ CONTRACTOR represents and ~~attests~~warrants that the person executing
3 this Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual
4 authority to bind CONTRACTOR to each and every term, condition and obligation of this
5 Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual
6 authority.

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May 7, 2020

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

3
4 ~~By: _____ By: _____~~
5 ~~— TERESA CONK, UC IRVINE HEALTH CHAIRWOMAN~~
6 ~~ASSOCIATE VICE CHANCELLOR FOR CLINICAL OF THE BOARD OF~~
7 ~~SUPERVISORS~~
8 ~~INTEGRATION, AND CHIEF STRATEGY OFFICER COUNTY OF ORANGE,~~
9 ~~CALIFORNIA~~
10 ~~— THE REGENTS OF THE UNIVERSITY~~
11 ~~OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,~~
12 ~~SECTION 9 OF THE CALIFORNIA CONSTITUTION, _____~~
13 ~~ON BEHALF OF~~
14 ~~— UNIVERSITY OF CALIFORNIA, IRVINE~~
15 ~~— HEALTH PHYSICIANS & SURGEONS,~~
16 ~~DEPARTMENT OF PSYCHIATRY AND HUMAN BEHAVIOR~~

17 Dated: _____ Dated: _____

18 By: _____ By: _____
19 NASIM AFSAR, M.D., MBA CHAIRWOMAN
20 CHIEF OPERATING OFFICER OF THE BOARD OF SUPERVISORS
21 FOR AMBULATORY CARE COUNTY OF ORANGE, CALIFORNIA
22 THE REGENTS OF THE UNIVERSITY
23 OF CALIFORNIA, AS DESCRIBED IN
24 ARTICLE IX, SECTION 9 OF THE
25 CALIFORNIA CONSTITUTION, ON
26 BEHALF OF UCI UNIVERSITY
27 PHYSICIANS & SURGEONS AND UCI
28 DEPARTMENT OF PSYCHIATRY

Dated: _____ Dated: _____

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

ROBIN STIELER

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Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

~~By:~~

By: _____
DEPUTY

Dated: _____

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EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE
IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UCI
UNIVERSITY ~~OF CALIFORNIA, IRVINE HEALTH~~ PHYSICIANS & SURGEONS, AND
DEPARTMENT OF PSYCHIATRY ~~AND HUMAN BEHAVIOR~~
FOR THE PROVISION OF
SEXUAL ABUSE COUNSELING SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide ~~sexual abuse intervention and prevention counseling~~ services to individuals (“CLIENTS”) and families (“FAMILY” or “FAMILIES”) referred by the Social Services Agency (SSA);. Families include persons SSA determines to be families with children, ages birth (0) through seventeen (17) years, or Non-Minor Dependents (NMDs) who are at ~~high~~ risk of, or have a history of, sexual abuse and/or maltreatment, including victims of Commercial Sexual Exploitation and children identified as high risk for Commercial Sexual Exploitation (CSEC).

1.2 CONTRACTOR shall render individual, family/conjoint, and/or group sexual abuse counseling services to the following:

- 1.2.1 The victim;
- 1.2.2 The sibling(s);
- 1.2.3 The non-offending parent;
- 1.2.4 The caregiver;
- 1.2.5 The perpetrator who lives in the same home as the victim; and

1 1.2.6 The perpetrator who does not live in the same home as the victim but
2 SSA services are mandated.

3 1.3 FAMILIES generally may have had allegations sustained substantiated and are
4 under the jurisdiction by Juvenile Court and may be involved in criminal proceedings.

5 ~~1.4 Contractor shall also accept referrals for CLIENTS who are not involved in a court
6 proceeding but are voluntarily working with SSA.~~

7 1.4 Some FAMILIES may be working with Children and Family Services (CFS) on a
8 voluntary basis.

9 2. WORKLOAD STANDARDS

10 2.1 For purposes of this Agreement, CONTRACTOR and ADMINISTRATOR agree
11 to the following:

12 2.1.1 Each person served shall be counted as one (1) CLIENT; and each hour
13 of in-office individual or family/conjoint counseling shall be counted as one (1) service hour
14 regardless of the number of CLIENTS/FAMILIES being served.

15 2.1.2 Each hour of group counseling provided shall be counted as one (1)
16 service hour regardless of how many CLIENTS/FAMILIES are being served.

17 2.1.3 Individual and group counseling shall be provided only to referred
18 CLIENTS. Family/conjoint counseling must have at least one (1) referred CLIENT in each
19 counseling session.

20 ~~2.2 CONTRACTOR's workload standards with respect to this Exhibit A for services
21 provided from July 1 through June 30 for each fiscal contract year period during the term of this
22 Agreement are as follows:~~

23 ~~2.2.1 Provide individual counseling services to one hundred fifty five (155)
24 new CLIENTS.~~

25 ~~2.2.2 Provide family/conjoint counseling services to seventy five (75) new
26 FAMILIES.~~

27 ~~2.2.3 Provide group counseling services to one hundred thirty five (135) new
28 CLIENTS.~~

~~2.2.4 Provide two thousand nine hundred (2,900) hours of individual counseling services.~~

~~2.2.5 Provide one thousand (1,000) hours of family/conjoint counseling.~~

~~2.2.6 Provide five hundred (500) hours of group/parent education counseling.~~

~~2.3 Bilingual Vietnamese speaking staff shall be available as necessary.~~

~~2.4.2~~ CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify workload standards as set forth in this Paragraph and as authorized by COUNTY, without reducing the level of service to be provided by CONTRACTOR.

~~2.5 CONTRACTOR shall report on the distribution of service hours provided and number of CLIENTS/FAMILIES served per modality on a monthly basis.~~

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide ~~individual, family/conjoint, and group counseling~~ services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 10:00 a.m. to ~~98:00~~ 9:00 p.m., and Saturday from 9:00 a.m. to 2:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King 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. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any all-day closure outside of COUNTY's holiday schedule and the ~~hours listed in Subparagraph 3.1~~ ~~schedule in Section~~ of this Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

4. SERVICES

~~4.1 Service delivery period:~~

4.1 ~~Contractor~~ Counseling sessions:

1 4.1.1 CONTRACTOR shall provide ~~Individual~~individual and/or
 2 family/conjoint counseling services for up to twenty-six (26) consecutive weekly sessions,
 3 immediately following and not including the intake assessment (hereinafter referred to as “intake”)
 4 or as otherwise designated by SSA. ~~Contractor shall provide Group counseling for twelve (12)~~
 5 ~~weeks or as otherwise designated by SSA. CLIENTS may receive more than one modality at any~~
 6 ~~time during service delivery, as approved by SSA. Contractor shall inform the assigned social~~
 7 ~~worker if, after intake, Contractor decides to provide a different modality than what is specified~~
 8 ~~on the referral.~~

9 4.1.2 CONTRACTOR shall provide Group counseling for a minimum of
 10 twelve (12) weeks, up to twenty (20) weeks maximum.

11 4.1.3 CLIENTS/FAMILIES may receive more than one (1) treatment
 12 modality at any time during service delivery, as approved by SSA. CONTRACTOR shall inform
 13 the assigned social worker and CFS Resource Development and Management Unit (RDM) if, after
 14 intake or any other times during counseling, CONTRACTOR decides to provide a different
 15 treatment modality than what is specified on the referral.

16 ~~4.1.2.1.4~~ 4.1.2.1.4 CONTRACTOR may submit an ~~Extension Request~~extension request to
 17 provide services beyond the twenty-six (26) session service period for up to an additional twenty-
 18 six (26) weeks of services, per Subparagraph 7.3 of this Exhibit A.

19 4.2 Services shall be available in English and Spanish, and in Vietnamese as needed.

20 4.3 Only Licensed Clinical Social Workers (LCSW)/Marriage Family Therapists
 21 (MFT), ~~Sexual Abuse Counselors, and~~Master/Associate Non-Licensed Clinicians, Child Fellows,
 22 and Trainee/Interns can provide counseling services under this Agreement (as ~~these positions are~~
 23 defined in Paragraph 1413 of this Exhibit).

24 4.4 CONTRACTOR shall provide Crisis intervention services and at least one (1) staff
 25 member shall be available twenty-four (24) hours per day, seven (7) days per week to provide
 26 counseling for ~~CLIENTs~~CLIENTS/FAMILIES in a mental health crisis that is directed at
 27 supporting the CLIENT/FAMILY through the crisis and helping the CLIENT/FAMILY cope with
 28 the stressful event that precipitated it.

1 4.5 CONTRACTOR shall provide on-site supervised childcare, as needed, when
2 CLIENTS are receiving in-office services.

3 4.6 Specialized Services

4 CONTRACTOR shall provide expert treatment services for the following:

5 4.6.1 Sibling perpetrators, adolescent perpetrators, female perpetrators, male
6 perpetrators, female victims, male victims, non-offending parents or parties, victims of human
7 trafficking, perpetrators of human trafficking, or groups treating various degrees of sexual abuse
8 victimization.

9 4.6.2 CLIENTS and/or FAMILY members and/or CLIENTS with substance
10 abuse, domestic abuse, and/or mental health issues.

11 ~~4.6.3~~ — Contractor CONTRACTOR shall use, when clinically appropriate,
12 Evidenced Based Practices, including but not limited to Trauma Focused Cognitive Behavioral
13 Therapy (TF-CBT) to effectively serve CLIENTS ~~who have been involved or exposed to trauma-~~
14 ~~inducing experiences.~~

15 ~~4.6.4.6.3 Contractor shall use Trauma Focused Cognitive Behavioral Therapy~~
16 ~~(TF-CBT) to effectively serve CLIENTS.~~ TF-CBT is a component-based treatment model that
17 incorporates trauma-sensitive interventions with cognitive, behavioral, family and humanistic
18 principles and techniques to provide a structure addressing the multi-faceted needs of sexual abuse
19 victims and their families. This model aids families in their recovery from trauma and grief in a
20 time-limited fashion.

21 4.7 Referrals

22 CONTRACTOR shall complete the following steps to initiate services within five
23 (5) business days of receipt of the referral:

24 4.7.1 Date stamp and provide initial review of all referrals sent by SSA.

25 4.7.2 Contact the assigned social worker and RDM to acknowledge receipt of
26 the referral and to coordinate initiation of services.

27 ~~4.7.4.8~~ Orientation:

28 4.8.1 CONTRACTOR shall develop and implement a procedure for

1 scheduling CLIENT orientation and/or assessment interviews when the assigned social worker
2 calls for an appointment or upon receipt of the referral.

3 ~~4.7.14.8.2~~ 4.8.2 CONTRACTOR shall provide an orientation to each adult CLIENT,
4 adult caregiver of a ~~CHILD~~ child CLIENT, and/or ~~CHILD~~ CLIENTS age twelve (12) and older.
5 The ~~Orientation~~ orientation, conducted by a ~~Sexual Abuse Counselor~~ Master/Associate Level, Non-
6 Licensed Clinician shall explain the rules and expectations of the program, including the
7 relationship of the program with SSA, child abuse reporting requirements, description of services
8 provided, emergency procedures, confidentiality, no-show and termination policies, and
9 scheduling of appointments. CONTRACTOR shall give each CLIENT attending orientation an
10 information packet in the CLIENT's primary language, containing all materials covered in the
11 orientation session. Orientation groups shall be limited to twenty (20) CLIENTS per group, unless
12 otherwise approved by ADMINISTRATOR. Orientation sessions must be offered in English and
13 Spanish.

14 ~~4.7.24.8.3~~ 4.8.3 Monolingual Vietnamese CLIENT orientation shall be conducted on an
15 individual basis as part of the CLIENT assessment.

16 ~~4.8.4.9~~ 4.8.9 Assessment and Treatment Plan:

17 ~~4.8.14.9.1~~ 4.8.1 CONTRACTOR shall conduct an intake for all ~~clients~~ CLIENTS
18 referred to clearly ~~identifying~~ identify the CLIENT's and/or FAMILY's ~~problem~~
19 ~~behaviors~~ challenges related to being at risk of, or having a history of sexual abuse and ~~needs,~~ or
20 maltreatment, relevant personal and ~~char~~ inter-personal strengths, and a plan for the most effective
21 and efficient course of counseling to address ~~those~~ these issues.

22 ~~4.8.24.9.2~~ 4.8.2 The intake shall include a social family history, mental status exam,
23 substance abuse evaluation, and an Assessment and Treatment Plan (ATP), for all CLIENTS
24 referred. In addition, a domestic violence evaluation is required. If domestic violence is identified,
25 CONTRACTOR shall develop a safety plan with the CLIENT/FAMILY in accordance with
26 domestic violence protocols.

27 ~~4.8.34.9.3~~ 4.8.3 A maximum of three (3) fifty (50) minute intake sessions per
28 CLIENT/FAMILY may be used to complete the social family history, mental status exam,

1 substance abuse evaluation, domestic violence evaluation, and ATP. These sessions shall be
 2 independent of any sessions providing counseling services and shall not be included in the count
 3 for the maximum number of counseling sessions.

4 ~~4.8.4.9.4~~ The ATP is a written statement containing problem identification and
 5 measurable goals in behavioral terms, with the specific interventions to be used during the service
 6 period. The ATP should be consistent with the reason(s) for referral. CLIENT's and/or
 7 FAMILY's strengths, support systems, resources and needs, and motivation shall ~~also~~ be included.
 8 The ATP shall be problem/goal focused and outcome oriented, with recommendations for brief-
 9 term individual, family/conjoint, and/or group counseling targeting the CLIENT's and/or
 10 FAMILY's needs.

11 ~~4.8.4.14.9.4.1~~ The ATP ~~includes~~ shall include any scheduled appointments
 12 the CLIENT/FAMILY fails to keep (no-shows).

13 ~~4.8.4.24.9.4.2~~ The ATP is due to ~~CFS Resource Support~~, and shall be
 14 provided to, RDM within thirty (30) calendar days of the first intake/assessment session.

15 ~~4.8.4.34.9.4.3~~ Goals included on the ATP shall be consistent with the goals
 16 identified in the referral from the assigned ~~Social Worker~~ social worker.

17 ~~4.8.54.9.5~~ CONTRACTOR shall conduct additional assessments as deemed
 18 necessary by ADMMINISTRATOR.

19 ~~4.94.10~~ Revised Assessment and Treatment Plan:

20 CONTRACTOR shall complete a Revised ATP upon SSA's request or when a
 21 CLIENT'S/FAMILY's treatment goals or plan needs to be modified or changed after the original
 22 ATP has been submitted. The assigned ~~Social Worker~~ social worker must concur with revised
 23 goals or plans prior to implementing the change.

24 ~~4.104.11~~ Service Requirements:

25 ~~4.10.14.11.1~~ At a minimum, CONTRACTOR shall hold a monthly staff meeting
 26 to coordinate individual and/or any other treatment services being provided. The assigned ~~Social~~
 27 ~~Worker~~ social worker shall be notified three (3) weeks in advance and shall be invited to participate
 28 in these meetings.

1 ~~4.10.2~~4.11.2 CONTRACTOR shall commence individual, family/conjoint,
2 and/or group counseling, as deemed appropriate by the assessment, within five (5) business days
3 following completion of the ATP.

4 ~~4.10.3~~4.11.3 CONTRACTOR shall use appropriate service delivery strategies to
5 effectively serve parents with substance abuse, mental health, and/or domestic abuse issues.

6 ~~4.10.4~~4.11.4 ~~Contractor~~CONTRACTOR shall use its best efforts to maintain the
7 assignment of the same staff to a particular CLIENT/FAMILY in order to establish trust and
8 preserve continuity for the CLIENT/FAMILY.

9 ~~4.10.5~~4.11.5 Services shall be outcome driven and identify indicators that
10 accurately reflect progress toward the stated service delivery goals. The CLIENT's/FAMILY's
11 gains (or lack thereof) after intervention shall be measured, and changes in the CLIENT/FAMILY
12 over the course of the service period shall be described in Monthly Progress Reports (both
13 telephonic and paper) and the Termination Report, per Subparagraphs 4.14, 10.3; and ~~1.1~~4.4 of
14 this Exhibit A.

15 ~~4.10.6 — On-site, supervised child care shall be provided when CLIENTS are~~
16 ~~receiving services.~~

17 ~~4.11.4~~12 Individual and Family/Conjoint Counseling:

18 ~~4.11.4~~12.1 In individual counseling, the same ~~counselor~~therapist providing
19 services to the adults shall not see children in the FAMILY. ~~Once child(ren) moves into FAMILY~~
20 ~~counseling, the same therapist providing services to the FAMILY may render individual~~
21 ~~counseling sessions to assist any members of the FAMILY as deemed necessary.~~

22 ~~4.11.4~~12.2 The perpetrator shall not be seen by the same ~~counselor~~therapist
23 providing services to the victim(s) in the FAMILY, and shall not receive services on the same days
24 as the victims, siblings, and/or the non-offending parent.

25 ~~4.11.3~~12.3 A child perpetrator who resides with the victim(s) may be scheduled
26 for services on the same day as the victim(s) and/or the non-offending parent.

27 ~~4.12.4~~13 Group Counseling:

28 ~~4.12.4~~13.1 Group modules shall be ~~at a mimimun~~ of twelve (12) weeks, up to

1 twenty (20) weeks maximum in duration, ~~or as otherwise designated by SSA,~~ and consist of a
2 maximum of twelve (12) clients. A CLIENT may attend more than one (1) group.

3 4.12.1.14.13.1.1 Group counseling shall be provided in English and
4 Spanish, and Vietnamese as needed.

5 4.12.1.24.13.1.2 Group counseling shall be led by a ~~Sexual Abuse~~
6 ~~Counselor~~ Master/Associate Level, Non-Licensed Clinician. Groups of seven (7) CLIENTS or
7 less require only one (1) ~~Sexual Abuse Counselor~~ Master/Associate Level, Non-Licensed
8 Clinician. Groups of eight (8) to twelve (12) CLIENTS shall be co-led by two ~~Sexual Abuse~~
9 ~~Counselors~~ (2) Master/Associate Level, Non-Licensed Clinicians.

10 4.12.1.34.13.1.3 Group counseling shall be divided into perpetrator
11 groups, non-offending parent groups, latency age victim groups, adolescent victim groups,
12 parenting groups, behavioral skills groups, non-offending men's groups, multiple family groups,
13 sexual education groups for mothers and daughters, commercially sexually exploited group and
14 substance abuse groups. Any exceptions must be approved in advance by ADMINISTRATOR.

15 4.12.24.13.2 Family/conjoint counseling shall be utilized as a direct method to
16 identify and modify the dysfunctional interaction problems that underlie sexual abuse. The
17 primary goal shall be to restructure the family by altering its hierarchies, systems, and boundaries.
18 Restructuring techniques include joining, accommodating, enactment, and retraining.

19 4.12.34.13.3 The same ~~counselor~~ therapist providing services to the adults in
20 family/conjoint counseling may also see children in the family.

21 4.134.14 Case Management:

22 Case consultation with the assigned ~~Social Workers~~ social worker or Supervisor (if
23 assigned ~~Social Worker~~ social worker is unavailable) shall occur monthly, by telephone
24 conversation, to discuss progress and concerns of CLIENTS/FAMILIES, and any social worker
25 concerns.

26 4.144.15 Community Resource Linkage:

27 CONTRACTOR shall capitalize on opportunities to provide integrated,
28 coordinated, and easily accessible resources by linking CLIENT/FAMILY to them, and

familiarizing CLIENT/FAMILY with the ~~FAMILY'S community's~~closest Family Resource Center, if one is located in CLIENT'S/FAMILY'S area. CONTRACTOR shall also teach CLIENT/FAMILY how to independently obtain assistance and/or services through community resources, and will follow up to find out if the ~~FAMILY linkage~~ was successful ~~in obtaining assistance~~.

~~4.15.16~~ Medication and Psychiatric Services:

~~Contractor~~ CONTRACTOR shall provide psychiatric treatment, evaluation and medication management. Psychotherapy shall be provided to CLIENTS to alleviate the symptoms associated with trauma and abuse.

5. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES:

5.1 ~~CONTRACTORS should~~SSA, in partnership with community agencies, has embraced a model of community-based, family driven, collaborative service delivery. In keeping with these practices, SSA has adopted a nationally recognized model to frame outcomes and evaluation. Developed by the Center for the Study of Social Policy, the Strengthening Families model identifies Five Protective Factors that have been identified in preventing the risk of child abuse and neglect.

~~5.1.5.2~~ CONTRACTOR shall incorporate the ~~following~~applicable Five Protective Factors into their counseling program for ~~SSA-CLIENTS/FAMILIES~~. The Protective Factors are:

~~5.1.15.2.1~~ Social Connections: Isolated families lead to a higher risk of child abuse. Families need to build trusting relationships and connect with others to strengthen parenting skills and decrease risk of abuse.

~~5.1.25.2.2~~ Knowledge of Parenting and Child Development: This leads to appropriate expectations and the use of more developmentally appropriate guidance techniques.

~~5.1.35.2.3~~ Social and Emotional Competence of Children: Children who are educated about identifying feelings, empathizing with others, sharing emotions appropriately, and problem-solving, have more positive interactions with others.

~~5.1.45.2.4~~ Concrete Support in Times of Need: Immediate support and resources should be provided when a family is in crisis.

1 ~~5.1.5~~5.2.5 Parental Resilience: This involves bouncing back from difficulties, i.e.
 2 recognizing challenges/feelings in difficult times, and the ability to have hope, problem-solve, and
 3 take action.

4 ~~5.2.5~~3 Pre- and Post-Tests

5 ~~5.2.1~~5.3.1 CONTRACTOR shall ~~conduct~~provide a pre-test and post-test
 6 survey, provided by ADMINISTRATOR, to ~~assess~~parents. Survey results shall demonstrate a
 7 statistically significant improvement in Parental Resilience and Concrete Support in Times of
 8 Need, as described in Subparagraph 5.2.4 and 5.2.5~~measure change in CLIENT/FAMILY~~ above.

9 5.3.2 CONTRACTOR shall provide a pre and post-test survey provided by
 10 ADMINISTRATOR to children. Survey results shall demonstrate a statistically significant
 11 improvement in Social-Emotional Competence of Children, as described in Subparagraph 5.2.3
 12 above.

13 ~~5.2.2~~5.3.3 CONTRACTOR shall conduct pre-test during the ~~Intake~~
 14 ~~Interview~~intake interview and post-test during the termination session.

15 ~~5.2.3~~ CONTRACTOR shall ~~measure progress by ensuring~~
 16 ~~CLIENT(S)/FAMILY completes the pre and post tests and/or other ADMINISTRATOR~~
 17 ~~approved evaluation tools.~~

18 ~~5.2.4~~5.3.4 CONTRACTOR shall submit pre-tests and post-tests ~~and/or~~
 19 ~~ADMINISTRATOR approved evaluation tool(s)~~ to ADMINISTRATOR within fifteen (15)
 20 calendar days of termination of services ~~or upon request of ADMINISTRATOR~~along with the
 21 completed Termination Report.

22 5.4 Outcomes:

23 ~~5.2.5~~5.4.1 CONTRACTOR shall ~~collaborate with SSA to establish and implement~~
 24 ~~outcome measures as they become necessary to~~accept one hundred percent (100%) of referrals
 25 sent by SSA that meet ~~SSA program goals and objectives~~CONTRACTOR's safety and suitability
 26 criteria.

27 ~~5.2.6~~ Outcome measurement activities/tools may include written and/or
 28 electronic surveys given to CLIENTS, FAMILIES, social workers, and others; application of

~~evidence based or evidence informed models or approaches and tools; and/or other methods determined by SSA.~~

~~5.2.7 Measurement tools are subject to change based on program and evaluation needs determined by SSA.~~

5.4.2 CONTRACTOR shall contact one hundred percent (100%) of CLIENTS referred by SSA within five (5) business days of receipt of the referral that meet CONTRACTOR’S safety and suitability criteria to schedule intake appointment.

6. STAFF TRAINING AND SUPERVISION

6.1 CONTRACTOR shall provide in-service training for ~~Sexual Abuse Counselors~~ Master/Associate Level, Non-Licensed Clinicians and Trainees/Interns, to include the following:

6.1.1 Initial six (6) hours training course on child abuse and an initial six (6) hours training course on spousal/partner abuse/domestic violence within six (6) months of hire date.

6.1.2 Six (6) hours refresher training course on spousal/partner abuse/domestic violence issues within three (3) years of completing the initial training courses referenced in Subparagraph 6.1.1-~~above~~ of this Exhibit A.

6.1.3 Program Director and key direct service staff shall attend an SSA training on ~~Children and Family Services (CFS)~~ policies and procedures as requested by ADMINISTRATOR.

6.1.4 The Program Director shall provide a minimum of one (1) hour of individual supervision per week and two (2) hours of group supervision per month to all direct service staff.

6.2 CONTRACTOR staff shall be required to attend COUNTY sponsored training, as requested by ADMINISTRATOR.

~~7. QUALITY ASSURANCE~~

~~7.1 Utilization Review: CFS Program Liaison and Contract ADMINISTRATOR will conduct Utilization Reviews (URs) to evaluate CONTRACTOR’s compliance with required~~

1 ~~documentation, record keeping, and service delivery performance. Contract Administrator will~~
 2 ~~determine the frequency of the URs and provide advance notification to CONTRACTOR to ensure~~
 3 ~~that specified staff is in attendance. Contract Administrator will provide CONTRACTOR with~~
 4 ~~oral and written feedback regarding UR findings.~~

5 ~~7.2 Case Review Conference: CONTRACTOR shall conduct monthly Case~~
 6 ~~Review Conferences (CRCs) in which direct service staff will present selected SSA cases for~~
 7 ~~discussion. Topics to be discussed may include family dynamics, family genogram, case~~
 8 ~~challenges, successful service delivery strategies, resources utilized, and outcomes. Contract~~
 9 ~~Administrator and CFS Program Liaison may attend CRCs on a quarterly basis to provide~~
 10 ~~consultation and assistance in monitoring and determining the focus of programmatic services.~~
 11 ~~CONTRACTOR shall notify the SSA social worker(s) of the cases to be discussed at the CRC at~~
 12 ~~least two (2) weeks in advance of the scheduled meeting to afford the social worker an opportunity~~
 13 ~~to participate.~~

14 8.7. ADDITIONAL CONTRACTOR RESPONSIBILITIES

15 ~~CONTRACTOR~~ agrees to:

16 ~~8.17.1~~ Appear and testify at Juvenile Court hearings, when requested, by SSA.

17 ~~8.27.2~~ Special Incident Report (SIR) Requirements:

18 ~~8.2.17.2.1~~ CONTRACTOR shall make telephone contact with the SSW assigned
 19 social worker, the SSW's assigned social worker's supervisor, or the CFS Officer of the Day
 20 immediately in the event of any incident of unusual, aggressive, or high-risk behavior by an
 21 individual CLIENT or FAMILY, or if there are any injuries suffered by any party (FAMILY,
 22 CONTRACTOR's staff, or others) in the delivery of services to a SSA-CLIENT/FAMILY.

23 ~~8.2.27.2.2~~ CONTRACTOR shall document the incident by completing the
 24 SIR Special Incident Report form provided by SSA. CONTRACTOR shall submit the SIR Special
 25 Incident Report to both CFS Program RDM Liaison and Contract
 26 Administrator ADMINISTRATOR within one (1) business day of the incident and shall place a
 27 copy in the FAMILY's case file.

28 ~~8.3~~ Develop and implement a procedure for scheduling CLIENT orientation and/or

~~assessment interviews when the assigned Social Worker calls for an appointment.~~

~~8.4.7.3~~ Extension Request Requirements:

~~8.4.17.3.1~~ Request and obtain ~~CFS~~ prior written approval from RDM for any extension of services (Individual, Family, or Group counseling) beyond the defined service period of twenty-six (26) sessions, and in a form approved by ADMINISTRATOR. Extensions are only permitted ~~in~~for open CFS cases.

~~8.4.27.3.2~~ Submit extension request to ~~CFS~~RDM at least thirty (30) calendar days in advance of the originally scheduled service termination date that includes treatment goals justifying the service extension.

~~8.4.37.3.3~~ CONTRACTOR understands that continuing services beyond the specified service period without a written approved extension request on file will result in ~~Contractor~~CONTRACTOR incurring upon itself all fiscal obligations related to those services. CONTRACTOR shall be responsible for documenting and tracking all dates of services, including start and end dates.

~~8.5.7.4~~ No-Show Policy:

~~8.5.17.4.1~~ ~~Contractor~~CONTRACTOR shall send written notification of missed appointments (no-shows) to CLIENT, and a copy to the assigned ~~Social Worker~~social worker within two (2) business days, unless the CLIENT called ~~-at~~ least twenty-four (24) hours in advance of a scheduled appointment (including Orientation, intake or counseling session) and reschedules within the same week. An appointment that is rescheduled at least twenty~~-~~four (24) hours in advance does not count as a no-show.

~~8.5.27.4.2~~ The assigned ~~Social Worker~~social worker shall ~~also~~ be informed within two (2) business days, by telephone, if any of the following occur:

~~8.5.2.17.4.2.1~~ CLIENT ~~and/or~~ FAMILY fails to appear for the scheduled orientation, assessment, or counseling appointment. CONTRACTOR shall provide the assigned ~~Social Worker~~social worker with the date of the rescheduled appointment.

~~8.5.2.27.4.2.2~~ CLIENT/FAMILY fails to appear for a total of three (3) appointments during the service period, including orientation, intake assessment or counseling

1 appointment and is, therefore, terminated from further services in accordance with Subparagraph
 2 7.5~~Paragraph-~~ below.

3 ~~8.6~~7.5 Terminate the CLIENT and/or FAMILY within ten (10) business days after the
 4 third no-show, if the assigned ~~Social Worker~~social worker does not return the call to request that
 5 the CLIENT/FAMILY be reinstated within the ten (10) day period. A CLIENT/FAMILY may be
 6 reinstated only once during the service period, except in situations where a CLIENT/FAMILY has
 7 a court-ordered case plan for services. In such cases, CONTRACTOR shall schedule the reinstated
 8 CLIENT/FAMILY in the next available service slot ~~and shall obtain a new release of information~~
 9 ~~from the CLIENT/FAMILY.~~

10 ~~8.7~~7.6 CONTRACTOR may, with written authorization from ADMINISTRATOR,
 11 modify the no-show policy to allow the CLIENT/FAMILY to start the no-show count after the
 12 orientation session(s) are completed. A CLIENT/FAMILY thereafter with three (3) no-shows
 13 shall be terminated. Closed cases are not eligible for reinstatement.

14 ~~9.8.~~ FACILITIES

15 ~~9.18.1~~ ~~Services~~Administrative services under this Agreement shall be provided at:

16 1835 Orangewood Avenue, Suite 104
 17 Orange, CA 92668

18 ~~9.28.2~~ CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the
 19 facility(ies) and location(s) where services shall be provided without changing COUNTY's
 20 maximum obligation.

21 ~~10.9.~~ FAMILY CASE RECORDS

22 ~~————~~CONTRACTOR shall maintain case records on each CLIENT/FAMILY which
 23 shall include, but not be limited to:

24 ~~10.19.1~~ CLIENT's/FAMILY's name, address, phone number, ~~and~~-employment
 25 information;

26 ~~10.29.2~~ Names, birth dates, and sex of all FAMILY members;

27 ~~10.39.3~~ Other persons in the home and their relationship to the CLIENT/FAMILY;

28 ~~10.49.4~~ Referral Form and any referral documentation provided by

ADMINISTRATOR;

- ~~10.59.5~~ Assessment and Treatment Plan;
- ~~10.69.6~~ Pre- and Post-Test;
- ~~10.79.7~~ Monthly Progress Report;
- ~~10.89.8~~ Revised Assessment and Treatment Plan, if applicable;
- ~~10.99.9~~ Termination Report;
- ~~10.109.10~~ Social and ~~family~~Family histories;
- ~~10.11~~ ~~Mental status exam and substance abuse and domestic violence evaluations;~~
- ~~10.129.11~~ Case notes;
- ~~10.139.12~~ Copy(ies) of no show letter(s);
- ~~10.149.13~~ Supervisory review notes;
- ~~10.159.14~~ Case staffing;
- ~~10.169.15~~ Referrals to community resources and follow up documentation;
- ~~10.179.16~~ Fee assessment/financial information forms; and
- ~~10.189.17~~ Authorization to release information between ADMINISTRATOR and

CONTRACTOR.

~~11.10.~~ REPORTS

~~CONTRACTOR shall prepare and submit to ADMINISTRATOR written reports including, but not limited to:~~

~~11.110.1~~ Assessment and Treatment Plan, as described in Subparagraph 4.9: of this Exhibit A, to RDM within thirty (30) days of first intake session.

~~CONTRACTOR shall submit ATP, as described in Subparagraph of this Exhibit A, to the CFS Resource Support Unit within thirty (30) days of the first intake session.~~

~~11.2~~ Revised Assessment and Treatment Plan:

~~11.310.2~~ ~~CONTRACTOR shall submit a Revised ATP~~, as described in Subparagraph 4.10 of this Exhibit A, to ~~the CFS Resource Support Unit~~RDM, within two (2) business days of completion.

~~11.4~~ ~~Monthly Progress Report:~~

1 ~~11.510.3~~ ~~CONTRACTOR shall submit the~~ Monthly Progress Report
 2 by the ~~tenth (10th) calendar~~ day of each month for each CLIENT served during the preceding
 3 month. Monthly Progress Reports are not required in months ~~when~~ an ATP, Revised ATP, or
 4 Termination Report are completed. The Monthly Progress Report shall be submitted directly to
 5 the assigned ~~Social Worker~~ social worker and shall include, but not be limited to:

6 ~~11.5.1~~10.3.1 All contacts made with CLIENT/FAMILY, assigned ~~Social~~
 7 ~~Worker~~ social worker, and collateral sources during the month;

8 ~~11.5.2~~10.3.2 All appointments CLIENT/FAMILY failed to attend during the
 9 month;

10 ~~11.5.3~~10.3.3 CLIENT's/FAMILY's progress during the month in meeting goals
 11 and objectives outlined in the ATP; and

12 ~~11.5.4~~10.3.4 All community resources/referrals given by CONTRACTOR to
 13 CLIENT/FAMILY during the month.

14 ~~11.6~~ Termination Report:

15 ~~11.710.4~~ ~~CONTRACTOR shall submit~~ Shall be submitted within fifteen (15)
 16 calendar days of termination of services, in a format approved by ADMINISTRATOR, a
 17 Termination Report for each CLIENT/FAMILY terminating service during the preceding month.
 18 This report shall be submitted to the ~~CFS Resource Support Unit~~RDM for processing and shall
 19 include, but not be limited to:

20 ~~11.7.1~~10.4.1 All information required on the Monthly Progress Report identified
 21 in Subparagraph 10.3 ~~above~~ of this Exhibit A;

22 ~~11.7.2~~10.4.2 All community resources/referrals given by CONTRACTOR to
 23 CLIENT/FAMILY for follow-up services;

24 ~~11.7.3~~10.4.3 Identified issues for the assigned ~~Social Worker~~ social worker
 25 regarding the ~~CLIENT's~~ CLIENT'S/FAMILY'S needs; and

26 ~~11.7.4~~10.4.4 The reason services were terminated.

27 ~~11.8~~10.5 Reports on Closed CFS Cases:
 28

1 ATPs, Progress Reports, and Termination Reports prepared for closed CFS cases
 2 shall indicate "Closed CFS Case" in the field for social worker's name and shall be sent to ~~the CFS~~
 3 ~~Resource Support Unit~~RDM.

4 ~~11.9~~—Workload Standards Report;

5 ~~11.10.6~~ Contractor shall submit Shall be submitted to Contract
 6 ServicesADMINISTRATOR by the ~~tenth (10th) calendar~~ day of each month for services provided
 7 in the preceding month. The report shall include, but ~~is not be~~ limited to, the following:

8 ~~11.10.1~~10.6.1 NumberName and number of new CLIENTS/FAMILIES referred
 9 per treatment modality (individual, family/conjoint, and/or group counseling);

10 ~~11.10.2~~—Referral source;

11 ~~11.10.3~~10.6.2 Number of hours of direct services provided per treatment modality;

12 ~~11.10.4~~10.6.3 Number of hours provided for orientations and intakes;

13 ~~11.10.5~~10.6.4 Number of English, Spanish, and Vietnamese speaking
 14 CLIENTS/FAMILIES served;

15 ~~11.10.6~~10.6.5 Number of collateral service hours provided;

16 ~~11.10.7~~10.6.6 Number of hours staff spent on preparation and participation in
 17 Family Team Meetings;

18 ~~11.10.8~~10.6.7 Number of FAMILIES that participated in Family Team Meetings
 19 attended;

20 ~~11.10.9~~10.6.8 Number of hours spent testifying at Orange County Juvenile Court;

21 ~~11.10.10~~10.6.9 Number of active cases at the end of the month;

22 ~~11.10.11~~10.6.10 Number of cases closed during the month; and

23 ~~11.10.12~~10.6.11 Number of English, Spanish, and Vietnamese speaking
 24 CLIENTS/FAMILIES on waiting list and date of next anticipated opening.

25 ~~11.11~~10.7 If requested by CLIENT/FAMILY, on a separate form approved by
 26 ADMINISTRATOR, provide CLIENT/FAMILY with the number of direct service hours received
 27 monthly—;

28 ~~11.12~~10.8 Any additional information regarding the program's progress shall be

1 prepared in a format approved by ADMINISTRATOR. ADMINISTRATOR may, ~~in its sole~~
 2 ~~discretion~~, add, delete, waive, or otherwise modify individual reporting requirements as stated in
 3 this Paragraph.

4 11. UTILIZATION REVIEW

5 11.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually
 6 to review and evaluate a random selection of family case records. The review may include, but is
 7 not limited to, an evaluation of the necessity and appropriateness of services provided and length
 8 of services. CLIENT/FAMILY cases to be reviewed shall be randomly selected by
 9 ADMINISTRATOR and may include both open and closed cases.

10 11.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S
 11 facility referenced in Paragraph 8 of this Exhibit A, with date and time determined at
 12 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback
 13 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take
 14 corrective action accordingly.

15 ~~11.13 Case Review Conference: CONTRACTOR shall conduct monthly Case Review~~
 16 ~~Conferences (CRCs) in which direct service staff will present selected SSA cases for discussion.~~
 17 ~~Topics to be discussed may include family dynamics, family genogram, case challenges,~~
 18 ~~successful service delivery strategies, resources utilized, and outcomes. ADMINISTRATOR and~~
 19 ~~RDM Liaison may attend CRCs on a quarterly basis to provide consultation and assistance in~~
 20 ~~monitoring and determining the focus of programmatic services. CONTRACTOR shall notify the~~
 21 ~~SSA social worker(s) of the cases to be discussed at the CRC at least two (2) weeks in advance of~~
 22 ~~the scheduled meeting to afford the social worker an opportunity to participate.~~ ~~Contractors'~~
 23 ~~Forum:~~

24 ~~CONTRACTOR's Program Director shall attend Contractors' Forum meetings as~~
 25 ~~scheduled by ADMINISTRATOR.~~

26 ~~11.14 Community Forum:~~

27 11.3 _____

28 12. MEETINGS

~~H.15~~12.1 CONTRACTOR shall attend ~~SSA sponsored Community~~
~~Forum~~Contractors' Forums and/or other meetings as requested by ADMINISTRATOR.

~~H.16~~12.2 Child and Family Team Meetings:

A family-centered, strength-based, collaborative process to develop a
 a plan of care in the best interest and protection for the CLIENT and familial support.
 CONTRACTOR shall participate in Child Family Team meetings at the request of the
 CLIENT/FAMILY or ADMINISTRATOR.

~~12.13.~~ BUDGET

~~12.13.1~~ The annual budget for services provided ~~from July 1 through June 30 for~~
~~each contract year~~ pursuant to Exhibit A of this Agreement is set forth as follows:

LINE ITEMS:

BUDGET FOR PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021

LINE ITEMS
SALARIES AND EMPLOYEE
BENEFITS:

	<u>FTE(+)Posi</u> <u>tion</u> <u>Type</u> ⁽¹⁾	<u>Maximu</u> <u>m</u> <u>Hourly</u> <u>Rate</u> ⁽²⁾⁽²⁾	<u>Annual</u> <u>Budget</u>	<u>FTEs</u> ⁽³⁾	<u>Amount</u>
Medical Director –Gift-In-Kind	A	162.13		0.06	\$155.00 20,233
Program Director –Gift-In-Kind	A	45.23		0.25	\$43.24 23,519
Administrator –Gift-In-Kind	A	108.12		0.125	\$103.37 28,112
Medical Director	A	162.13	0.02	\$155.00	\$6,448.745
Program Director/ MFT	D	45.23		0.475	\$43.24 \$42,72
Counselor					\$57,50
Master/Associate					\$34.56 8
(Bilingual)	D	36.15	0 1.80		135,342
Counselor					\$71,88
Master/Associate					\$34.56 5
(Bilingual)	D	41.04		1.00	85,372
Counselor II					\$39.24 \$81,61
(Bilingual) Master/Associate	D	34.91	12 0.00		145,771 9

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	LCSW/MFT	D	41.88	0.80	\$40.04	\$66.62
					69,690	7
					\$36.49	\$37.95
	Child Fellow	D	38.17	0.50	39,695	0
			\$20.83			
	Administrative Assistant	0.875 A	21.79	\$37,911 1.00		\$39,654
	Gift In Kind Salary Total:	GIFT - IN - KIND - SALARY - TOTAL			\$68,705	71,864
	Non-Gift In Kind Salary Total:	NON - GIFT - IN - KIND - SALARY - TOTAL			\$402,669	566,954
			Total Salary:	TOTAL SALARY	\$471,374	638,818
				Benefits ⁽³⁾⁽⁴⁾	\$177,174	248,506
				Gift-In-Kind-Benefits ⁽⁴⁾	\$30,230	31,742
	Total Salaries and Benefits	TOTAL SALARIES AND BENEFITS			\$678,778	919,066
	<u>Service Programs and Operating Expenses</u>					
	<u>SERVICES & PROGRAM EXPENSES⁽⁵⁾</u>					
	Equipment -Gift-In-Kind				\$1,000	
	Child Care				\$3,556	\$78,953
	Toys				\$250	79,953
			Training	GRAND TOTAL	\$500	999,019
	Pagers/Phones				\$250	
	Rent ⁽⁴⁾				\$60,892	
	Supplies				\$3,350	
			Sub-Total Services, Programs and Operating Expenses		\$69,798	
				Grand Total	\$748,576	
			Minus Total Gift-In-Kind Match (13%)⁽⁵⁾		(99,935)	(\$104,606)
	Total Annual Budget	TOTAL ANNUAL BUDGET			\$648,641	894,413

BUDGET FOR PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022

LINE ITEMS

SALARIES AND EMPLOYEE BENEFITS:

	<u>Position Type⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
Medical Director Gift-In-Kind	A	170.23	0.06	\$21,245
Program Director Gift-In-Kind	A	47.49	0.25	\$24,695
Administrator Gift-In-Kind	A	113.53	0.125	\$29,517
Medical Director	A	170.23	0.02	\$7,082
Program Director	D	47.49	0.475	\$46,919

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1	Master/Associate (Bilingual)	D	37.69	1.80	\$142,109
2	Master/Associate (Bilingual)	D	43.10	1.00	\$89,640
3	Master/Associate	D	34.91	2.00	\$145,771
4	LCSW/MFT	D	43.98	0.80	\$73,175
5	Child Fellow	D	40.08	0.50	\$41,680
6	Administrative Assistant	A	22.88	1.00	<u>\$41,637</u>
7			GIFT - IN - KIND - SALARY - TOTAL		\$75,457
8			NON - GIFT - IN - KIND - SALARY - TOTAL		<u>\$588,013</u>
9			TOTAL SALARY		\$663,470
10			Benefits ⁽⁴⁾		\$257,807
11			Gift-In-Kind-Benefits ⁽⁴⁾		<u>\$33,329</u>
12			TOTAL SALARIES AND BENEFITS		\$954,606
13	<u>SERVICES & PROGRAM EXPENSES⁽⁵⁾</u>				
14	Equipment Gift-In-Kind				\$1,000
15	SUBTOTAL SERVICES AND PROGRAM EXPENSES				<u>\$82,877</u>
16	TOTAL SERVICES AND PROGRAM EXPENSES				<u>\$83,877</u>
17			GRAND TOTAL		\$1,038,483
18			Total Gift-In-Kind Match		<u>(\$109,786)</u>
19			TOTAL ANNUAL BUDGET		\$928,697

BUDGET FOR PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023LINE ITEMSSALARIES AND EMPLOYEE BENEFITS:

	<u>Position Type⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>	
20	Medical Director Gift-In-Kind	A	178.74	0.06	\$22,307
21	Program Director Gift-In-Kind	A	49.86	0.25	\$25,929
22	Administrator Gift-In-Kind	A	119.20	0.125	\$30,993
23	Medical Director	A	178.74	0.02	\$7,436
24	Program Director	D	49.86	0.475	\$49,265
25	Master/Associate (Bilingual)	D	39.85	1.80	\$149,215
26	Master/Associate (Bilingual)	D	45.25	1.00	\$94,122
27	Master/Associate	D	34.91	2.00	\$145,771
28	LCSW/MFT	D	46.17	0.80	\$76,834
	Child Fellow	D	42.08	0.50	\$43,764
	Administrative Assistant	A	24.02	1.00	<u>\$43,719</u>
	GIFT - IN - KIND - SALARY - TOTAL				\$79,229

NON - GIFT - IN - KIND - SALARY - TOTAL	<u>\$610,126</u>
TOTAL SALARY	\$689,355
Benefits ⁽⁴⁾	\$267,574
Gift-In-Kind-Benefits ⁽⁴⁾	<u>\$34,995</u>
TOTAL SALARIES AND BENEFITS	\$991,924
<u>SERVICES & PROGRAM EXPENSES⁽⁵⁾</u>	
Equipment Gift-In-Kind	\$1,000
SUBTOTAL SERVICES AND PROGRAM EXPENSES	<u>\$86,996</u>
TOTAL SERVICES AND PROGRAM EXPENSES	<u>\$87,996</u>
GRAND TOTAL	\$1,079,920
Total Gift-In-Kind Match	<u>(\$115,224)</u>
TOTAL ANNUAL BUDGET	\$964,696

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

⁽³⁾ Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

⁽⁴⁾ Employee Benefits include contributions to 401k or retirement plans; ~~pension;~~ ~~medical~~ health insurance; dental insurance; life insurance; long-term disability insurance; ~~employee assistance;~~ payroll taxes such as FICA, ~~SUI;~~ Federal Unemployment Tax, State Unemployment Tax, and Workers’ Compensation Tax, based on the ~~current~~ currently prevailing rates; and ~~vacation accrual~~ expense for accrued vacation time payout, for a separated employee,

1 limited to the ~~amount of~~ actual vacation time ~~earned~~ accrued during the fiscal year in which ~~such~~ the
 2 expense is claimed, minus the actual vacation time used by the employee during said fiscal year.
 3 The overall ~~benefits~~ benefit rate shall not exceed ~~thirty-eight (38)~~ forty-four percent (44%) of total
 4 salaries claimed.

5 ~~(4)~~⁽⁵⁾ Services and Program Expenses include costs related to child care, toys, training,
 6 phones, pagers, Office of Information Technology, internet, computers, off site secure file storage,
 7 rent, office furniture, supplies, printing, water services, and gift in-kind equipment. Rent line item
 8 will not be allowed to be ~~modified~~ increased via a budget modification unless COUNTY deems ~~it~~
 9 necessary ~~to cover other expenses~~.

10 13.2 Expenses for extra pay, including, but not limited, to, overtime, stipends, bonuses,
 11 staff incentives, severance pay, etc., shall not be eligible for reimbursement under this Agreement
 12 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an
 13 exception and may be approved, on a case-by-case basis, at the sole discretion of
 14 ADMINISTRATOR.

15 13.3 In the event that the annual budget referenced in Subparagraph 13.1 of this Exhibit
 16 A is modified, the modified budget shall remain in effect until the end of the specific fiscal period
 17 modified. For example, if the annual budget for the period of July 1, 2020 through June 30, 2021
 18 is modified, the modification will be effective until June 30, 2021. Beginning July 1, 2021, the
 19 budget will revert to the budget included in Subparagraph 13.1 of this Exhibit unit it is modified,
 20 if applicable.

21 13.3.1 Under no circumstances shall funds unspent in one (1) fiscal year carry
 22 over to another fiscal year.

23 ~~12.2~~13.4 CONTRACTOR and ADMINISTRATOR may agree, subject to advance
 24 written notice, to add, delete, or modify line items and/or amounts and/or the number and type of
 25 FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 20.1
 26 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in
 27 accordance with Subparagraph 40.4 of this Agreement, in the event ADMINISTRATOR reduces
 28 the maximum 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 Exhibit.

~~13.14.~~ STAFF

CONTRACTOR shall provide the following described staff positions:

~~13.1~~ Administrative Assistant

14.1 Trainee/Intern

Duties:

14.1.1 Provide comprehensive assessments, individual, family/conjoint, and or group counseling addressing the needs of CLIENTS and FAMILIES dealing with the problems of sexual abuse of children in particular psycho-education of risk factors and safety.

Qualifications:

14.1.2 ~~Handling~~ Enrollment in a Master’s degree program in social work (MSW), MFT, or counseling/psychology (Licensed Professional Clinical Counselor/MA in Counseling) from an accredited school, and current enrollment in a school practicum course. Program will provide training in the area of child sexual abuse.

14.2 Administrative Assistant

Duties:

~~13.1.1~~ 14.2.1 Responsible for telephone calls and reception duties. ~~Responsible for~~, setting up client charts, chart review, billing, forms coordination, typing, and report processing.

~~Qualifications:~~

Qualifications:

14.2.2 Minimum of High School diploma or General Educational Development (GED), and six (6) months’ experience working in an office environment; and

~~13.1.2~~ 14.2.3 Be detail-oriented; ability to work independently with several supervisors; ~~skill~~ability to communicate effectively with people in distress, both in person and on the telephone; and ability to maintain strict confidentiality.

~~13.2~~ 14.3 Administrator

Duties:

~~13.2.1~~14.3.1 Provide overall administrative supervision to the staff; serve as a liaison to COUNTY; and responsible for contract compliance.

Qualifications:

~~13.2.2~~14.3.2 Bachelor's degree ~~in business,~~with experience in governmental contract administration and proposal authorship; and strong organizational skills.

~~13.3~~14.4 Child Fellow

Duties:

~~13.3.1~~14.4.1 Psychiatric evaluation of children and adults. Conduct Individual, family/conjoint, and group counseling.

##

Qualifications:

~~13.3.2~~14.4.2 Licensed medical doctor, with at least two (2) years post-doctoral residency training in psychiatry.

~~13.4~~14.5 LCSW/MFT

Duties:

~~13.4.1~~14.5.1 Provide ~~psychoanalytical~~psychosocial assessments, individual, family/conjoint, and group counseling addressing the needs of CLIENTS and FAMILIES dealing with the problems of sexual abuse of children.

Qualifications:

~~13.4.2~~14.5.2 Master's degree in social work or counseling/psychology from an accredited school and licensed as a LCSW/MFT, prior experience with the outpatient treatment of children and families, preferably in the area of child sexual abuse.

~~13.5~~14.6 Medical Director

Duties:

~~13.5.1~~14.6.1 Provide overall clinical supervision and direction for the program. Provide individual, group, conjoint and family therapy to clients. Maintain case records and forms as required by program policies and procedures. Participate in supervisory and case conferences

1 and interdisciplinary team. Collaborate with ~~County~~COUNTY and other community agencies as
2 necessary.

3 Qualifications:

4 ~~13.5.2~~14.6.2 Board Certified Psychiatrist and Medical Doctor; Licensed
5 Physician. Possession of skills and knowledge in the areas of Psycho-Pharmacology, Out-Patient
6 Psychiatric treatment. Two (2) years of experience working with child sexual abuse and or trauma
7 ~~clients/families~~CLIENTS/FAMILIES is preferred.

8 ##

9 ##

10 ~~13.6~~14.7 Program Director

11 Duties:

12 ~~13.6.1~~14.7.1 Clinical supervision of staff. Serve as a liaison between COUNTY
13 and University of California, Irvine, Department of Psychiatry. Responsible for contract
14 compliance related to clinical services. Provide individual, family/conjoint, and group counseling.
15 Provide a minimum of one (1) hour of individual supervision per week to staff and two (2) hours
16 of group supervision per month.

17 Qualifications:

18 ~~13.6.2~~14.7.2 Master's degree in social work and licensed as a LCSW or Master's
19 degree in counseling/psychology and licensed as a MFT. Teaching and clinical skills with a
20 ~~minimum of two (2)~~to four (4) years' experience in the area of mental health services to families
21 and children in the area of sexual abuse.

22 ~~13.7—Sexual Abuse Counselor~~

23 14.8 Master/Associate

24 Duties:

25 ~~13.7.1~~14.8.1 Provide psychosocial assessments, individual, family/conjoint, and
26 group counseling addressing the needs of CLIENTS and FAMILIES dealing with the problems of
27 sexual abuse of children.

28 Qualifications:

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~~13.7.2~~14.8.2 Master's degree in social work, psychology, sociology, or a related field, and experience with the outpatient treatment of children and families in the area of child sexual abuse. Must complete twenty (20) hours of ongoing training per year in child abuse issues.

~~13.8.1~~14.9 Requirements for Bilingual Staff Positions:

CONTRACTOR shall ensure a minimum of fifty percent (50%) of counseling staff is proficient in Spanish.

~~13.8.1~~14.9.1 All counseling staff are required to have the ability to speak, read, and write in English, as well as in the specified language, (i.e., Spanish or Vietnamese) in which services are to be delivered. Additionally, all direct services staff shall have the ability to complete and prepare clear and concise reports in English.