

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<FIRST NAME> <INITIAL> <LAST NAME>
FOR THE PROVISION OF
LICENSED AND SPECIALIZED COUNSELING PROVIDER SERVICES

This AGREEMENT is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and <FIRST NAME> <INITIAL> <LAST NAME>, licensed by the State of California, Department of Consumer Affairs, as <LICENSE>, and doing business at <STREET>, <CITY>, CA, <ZIP>, hereinafter referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Licensed and Specialized Counseling Provider Services;

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

WHEREAS, such contracts are authorized and provided for pursuant to California Welfare and Institutions Code Sections 16100 and 16501.

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on _____, 20___, and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 39 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Exhibit A to the Agreement between County of Orange and <FIRST NAME> <INITIAL> <LAST NAME>, for the Provision of Licensed

and Specialized Counseling Provider Services, attached hereto and incorporated herein by reference.

4.2 Upon the request of ADMINISTRATOR, CONTRACTOR shall attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 23 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

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

6. DELEGATION AND ASSIGNMENT

6.1 Delegation and Assignment

6.1.1 In the performance of this Agreement, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The

transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Agreement requiring COUNTY approval.

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

7. NON-DISCRIMINATION

7.1 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 or State laws.

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

7.3 Non-Discrimination in Employment

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

7.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

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

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

7.4 Non-Discrimination in Service Delivery

7.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which

would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 7.4 et seq.

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

7.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
(PUB 13)

7.4.2.2 Discrimination Complaint Form

7.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office of Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

7.4.3 The following websites provide Civil Rights information, publications and/or forms:

7.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (Pub 470 - Your rights Under Adult Protective Services)

7.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

7.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (SSA Contractor and Vendor Compliance page)

8. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contracts Services
500 N. State College Blvd, Suite 100
Orange, CA 92868

CONTRACTOR: [Contractor's Name]
[Mailing Address]
[City, State, Zip Code]

8.2 All notices shall be deemed effective when in writing and when:

8.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in the Subparagraph 8.1;

8.2.2 Sent by Email;

8.2.3 Faxed and transmission confirmed; or

8.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

8.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

9. NOTICE OF DELAYS

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

10. INDEMNIFICATION

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

11. INSURANCE

11.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

- 11.2 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:
- 11.2.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 11.2.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 11.2.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.
- 11.3 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.
- 11.4 Qualified Insurer
- 11.4.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 11.5 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Workers' Compensation (*)	Statutory
Employer's Liability Insurance (*)	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$25,000 per claim made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability (*)	\$1,000,000 per occurrence

(*) Workers' Compensation, Employer's Liability Insurance and Sexual Misconduct Liability will not be required by this Agreement of any CONTRACTOR without employees.

11.7 Required Coverage Forms

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

11.8 Required Endorsements

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

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

11.8.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that

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

- 11.9 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 11.10 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 11.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.
- 11.12 If CONTRACTOR's Professional Liability, and Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability, and Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.
- 11.13 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 11.14 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 8 of this Agreement.
- 11.15 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 11.16 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of

Orange Risk Manager as appropriate to adequately protect COUNTY.

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

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

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

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

12.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Agreement. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

12.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

12.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.

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

12.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement.

12.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written

agreement, regardless of service location or jurisdiction.

13. CONFLICT OF INTEREST

13.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

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

14. ANTI-PROSELYTISM PROVISION

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

15. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim payment from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes

of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

16. BREACH SANCTIONS

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

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

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

16.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 16.1.2 above.

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

17. PAYMENTS

17.1 Allowable Costs and Usage

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, one-hundred dollars (\$100) per counseling hour for each referral, subject to any exclusions or limitations specified in Exhibit A. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit price listed above, regardless of the number of referrals from COUNTY.

17.2 Claims

17.2.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 17.2.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit

the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

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

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

17.2.4 Year-End and Final Claims

17.2.4.1 During each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, COUNTY may establish two (2) billing periods (June 1st through June 15th and June 16th through June 30th) for the month of June which shall require CONTRACTOR to submit separate invoice claims for each billing period. In the event COUNTY determines a need for two (2) billing periods during any or all COUNTY fiscal years, COUNTY will provide written notification to CONTRACTOR by the 15th of May of each corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.

17.2.4.2 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of

this Agreement, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

18. OVERPAYMENTS

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

19. OUTSTANDING DEBT

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

20. REVENUE

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

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

- 20.3 CONTRACTOR may establish and utilize a sliding fee schedule, approved by ADMINISTRATOR, to determine client fees for services provided. However, CONTRACTOR shall not refuse services to clients referred by ADMINISTRATOR because of inability or unwillingness to pay said fees.
- 20.4 CONTRACTOR shall make every reasonable effort to collect all available third party reimbursement for which client may be eligible. Public and private insurance carriers, including, but not limited to, Medi-Cal, shall be billed on the basis of CONTRACTOR's customary charges, if applicable.
- 20.5 Fees and revenues received by CONTRACTOR from or on behalf of clients, including from public or private insurance carriers, including, but not limited to, Medi-Cal reimbursement, shall be deducted from any billings to COUNTY and shall reduce any obligation of COUNTY under this Agreement.

21. TAX LIABILITY

CONTRACTOR shall report and pay all applicable local, state, and federal income taxes or similar levies as a result of monies paid CONTRACTOR under this Agreement. CONTRACTOR shall indemnify, defend, and hold COUNTY harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from COUNTY any such monies, or penalties or interest imposed, resulting from and failure of CONTRACTOR to comply with the provisions of this Paragraph.

22. RECORDS, INSPECTIONS, AND AUDITS

22.1 Financial Records

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

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

ADMINISTRATOR.

22.2 Client Records

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

22.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 39.2.

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

22.3 Public Records

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

22.4 Inspections and Audits

22.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of

CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

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

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

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

22.5 Evaluation Studies

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

23. PERSONNEL DISCLOSURE

23.1 This Paragraph 23 applies to all of CONTRACTOR's personnel, paid or unpaid, who have contact with clients served through this Agreement (hereinafter referred to as "Personnel").

23.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel, upon request. Personnel records could include, but are not limited to, résumés and job applications.

23.3 Where authorized by law, CONTRACTOR shall disclose to ADMINISTRATOR

if CONTRACTOR and any of CONTRACTOR's Personnel who have criminal convictions or has been the subject of a child abuse investigation.

- 23.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 23.5 In the event a record is revealed through the process described in Subparagraphs 23.4, or a disclosure of criminal convictions or child abuse investigations, COUNTY will be available to consult with CONTRACTOR on appropriateness of CONTRACTOR's Personnel's interaction with clients receiving services through this Agreement.
- 23.6 CONTRACTOR warrants that all Personnel have satisfactory and appropriate backgrounds to perform duties related to clients receiving services through this Agreement.
- 23.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel with direct or interactive contact with clients receiving services through this Agreement when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to have contact with clients under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 16 above.
- 23.8 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Agreement.
- 23.9 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 23 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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24. EMPLOYMENT ELIGIBILITY VERIFICATION

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

25. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

25.1 Effective January 1, 2001, COUNTY is required to file Federal Form 1099-Misc for services received from a “service provider” to whom COUNTY pays \$600 or more or with whom COUNTY enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

25.2 The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph (b)(2) as, “An individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as, “An individual who is not an employee of the ... government entity for California purposes and who receives

compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

25.3 The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

25.4 Additional information on this reporting requirement can be found at the California Employment Development Department web site located at https://edd.ca.gov/Payroll_Taxes/Independent_Contractor_Reporting.htm. To comply with the reporting requirements, COUNTY procedure for contracting with independent contractors mandates that the following information be completed and forwarded to ADMINISTRATOR immediately upon request:

25.4.1 First name, middle initial, and last name;

25.4.2 Social Security number;

25.4.3 Address;

25.4.4 Start and expiration dates of contract; and

25.4.5 Amount of contract.

25.5 The failure of CONTRACTOR to timely submit the requested data shall constitute a material breach and grounds for termination of this Agreement.

26. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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27. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

28. CONFIDENTIALITY

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

28.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement.

28.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

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

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

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

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

29. SECURITY

29.1 Security Requirements

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

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

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

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

29.1.1.4 Firewall protection.

- 29.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.
- 29.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

29.2 Security Breach Notification

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

- 29.2.1.1 Investigate to determine the nature and extent of the Security Breach.
- 29.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
- 29.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful

effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

29.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

30. COPYRIGHT ACCESS

The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and hereafter, all material developed under this Agreement, including those covered by copyright.

31. 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.

32. SERVICES DURING EMERGENCY AND/OR DISASTER

32.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is

defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

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

32.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. Compensation of services provided during or after an emergency/disaster shall be calculated by the same unit rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

33. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

33.2.1 ADMINISTRATOR provides its written approval of the content and

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

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

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

33.2.3.1 Any commercial product or service; and

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

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

34. REPORTS

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

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

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35. ENERGY EFFICIENCY STANDARDS

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

36. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

37.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 37.1.1 - 37.1.1.4

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

37.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

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

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

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

38. POLITICAL ACTIVITY

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

39. TERMINATION PROVISIONS

39.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately

with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

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

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

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

40. GOVERNING LAW AND VENUE

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

41. SIGNATURE IN COUNTERPARTS

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

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

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

By: _____
 <NAME>,
 <<LMFT/LCSW/LCPP/PH.D>>

By: _____
 DEBRA J. BAETZ, DIRECTOR
 COUNTY OF ORANGE
 SOCIAL SERVICES AGENCY

Dated: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Carolyn S. Frost
 DEPUTY

Dated: 03/31/21

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<FIRST NAME> <INITIAL> <LAST NAME>
FOR THE PROVISION OF
LICENSED AND SPECIALIZED COUNSELING PROVIDER SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to clients referred by Social Services Agency (SSA). Clients include children ages birth through seventeen (17) years of age, and non-minor dependents, who are at risk of, or have a history of child abuse and/or neglect, and parents and/or caregivers. At the time of referral, some clients are in crisis and may require immediate intervention services and/or resources, and/or may be in jeopardy of having children placed out of the home. Other clients may have had their children removed from the home and require intervention services and/or resources to assist them in reunifying with their children under a time-limited case plan with the Orange County Juvenile Court. Population to be served shall hereafter be referred to as “CLIENTS.”

2. DEFINITIONS

- 2.1 Abuse: Refers to various types of abuse, including, but not limited to, physical, sexual, general neglect, and emotional abuse.
- 2.2 Assigned Social Worker (ASW): County of Orange Social Worker responsible for CLIENT(s) case management.
- 2.3 Authorization Number: The written number designated by Resource Development and Management (RDM) per referral, located on the original date-stamped Client Referral form.
- 2.4 Case Notes: A written record of documented activities performed and signed by CONTRACTOR maintained in the CLIENT’s case file.
- 2.5 Child and Family Team (CFT) Meeting: A family-centered, strength-based,

collaborative process to develop a plan of care, placement changes, and service needs for the child, youth/young adult, or NMD in out-of-home care.

- 2.6 Culturally Responsive: To possess a general knowledge of cultural values and mores of individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the worth of individuals from diverse ethnic groups; and the ability to interact responsively, respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and religious backgrounds in a manner that recognizes, affirms and values the worth of individuals, families, and communities, as well as protecting the dignity of each person.
- 2.7 Danger Statements: Detailed, short, behaviorally-based statements using non-judgmental language and describing specific worries for the future safety of children while with their caregiver, which describe the potential caregiver's behavior and the potential future impact on the child.
- 2.8 Harm Statements: Detailed, short, behaviorally-based statements using non-judgmental language and describing past actions/inaction by the caregiver that have hurt the child either physically, sexually, developmentally, or emotionally, which describe the caregiver's behavior and the impact on the child.
- 2.9 Network of Support/Family Connections: A group comprised of family members, friends, community, child welfare, and other professionals that comes together to support a family in keeping the child safe. Members of the network are part of a family's support system for long-term care.
- 2.10 Non-Minor Dependent (NMD): Pursuant to WIC Section 11400(v), a foster youth who has attained the age of eighteen (18) years while in foster care, and has an open case with the Juvenile Court who may remain under the jurisdiction of the Juvenile Court, up to twenty-one (21) years of age.
- 2.11 Resource Development and Management (RDM): A unit of staff within the Children and Family Services (CFS) Division who coordinate referrals for services and authorize/terminate contracted services at the request of CLIENTS' ASW.
- 2.12 Safety Goal: Detailed, short, behaviorally-based statements using non-judgmental language and describing specific actions the parents and network will demonstrate to create and sustain child safety.

- 2.13 Safety Organized Practice (SOP): A holistic approach to collaborative teamwork in child welfare that seeks to build and strengthen partnerships within a family, their informal support network of friends and family, and the agency. SOP utilizes strategies and techniques in line with the belief that a child and his or her family are the central focus and that the partnership exists in an effort to find solutions that ensure safety, permanency, and well-being for children.
- 2.14 Social and Family History: A written statement documenting social and family history relevant to reasons for referral, and include a mental status exam, substance abuse, and domestic violence evaluations.
- 2.15 Telehealth Counseling Services: Counseling services which must be conducted subject to the State of California Board of Behavioral Sciences (BBS) Standards of Practice statues and regulations for Telehealth, and in compliance with the Business and Professions Code 2290.5.
- 2.16 Therapeutic Monitored Observation (TMO): Consists of CONTRACTOR observing Client(s) in a specific setting or environment in order to identify specific treatment needs at a location other than CONTRACTOR's office and may occur in addition to, or in lieu of the weekly counseling session.

3. HOURS OF OPERATION

- 3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. Services shall be available during and beyond the normal business hours of Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.
- 3.2 CONTRACTOR shall also be available to provide counseling services during evening hours, between 5:00 p.m. to 8:00 p.m., a minimum of three (3) days per week, Monday through Friday.
- 3.3 CONTRACTOR may substitute up to three (3) hours on Saturday or Sunday for the same number of evening hours provided in the evening, on Monday through Friday.
- 3.4 Any deviation from the hours of operation specified in Subparagraphs 3.1 to 3.3

shall require prior written approval by ADMINISTRATOR.

- 3.5 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Paragraph 3 of this Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 16, and shall not be reimbursed.

4. SERVICES TO BE PROVIDED

All services provided require written pre-authorization in the form of a referral by the CFS RDM program prior to any services being rendered.

- 4.1 CONTRACTOR's services shall address, as identified by ASW and/or Juvenile Court, areas of intervention, including, but not limited to, physical abuse, general neglect, emotional abuse, domestic violence, sexual abuse, substance abuse, and mental health issues.

- 4.2 CONTRACTOR shall provide services that meet the needs of CLIENTS who may lack coping skills, communication skills, and the skills and/or resources necessary to provide a safe environment for their children. Services shall address common problems that include, but are not limited to, inadequate housing, poor nutrition, and lack of basic needs (e.g., food, beds, utilities, etc.).

- 4.3 CONTRACTOR shall deliver culturally responsive services to CLIENTS as described in Subparagraph 2.6.

- 4.4 CONTRACTOR shall integrate the Safety Organized Practice strategies and techniques, as defined in Subparagraph 2.13, into services provided.

CONTRACTOR shall provide the following services:

4.5 Intake Assessment

CONTRACTOR shall conduct an Intake Assessment, in a collaborative manner with CLIENTS, which includes clinical evaluation and assessment of social family history, mental status exam, substance abuse, domestic violence, Danger

Statements defined in Subparagraph 2.7, Harm Statements defined in Subparagraph 2.8, Safety Goal defined in Subparagraph 2.12, and Network of Support/Family Connections defined in Subparagraph 2.9. If domestic violence, suicidal ideation, or substance abuse are identified, CONTRACTOR shall develop a safety plan with CLIENT to address any immediate and/or ongoing safety concerns.

4.5.1 CONTRACTOR shall also identify behaviors and problems defined in the Diagnostic and Statistical Manual of Mental Disorders (DSM)-5, which could endanger or place child(ren) at risk of abuse and/or neglect.

4.5.1.1 CONTRACTOR shall determine appropriate treatment plan for identified DSM-5 behaviors.

4.5.2 CONTRACTOR shall develop a treatment plan from the Intake Assessment, as described in Subparagraphs 4.5 through 4.5.1.1, and ensure the plan includes and is aligned with CLIENT treatment goals in the resulting Assessment and Treatment Plan (ATP) described in Subparagraph 6.1.

4.5.3 CONTRACTOR may use a maximum of up to three (3), fifty (50) minute sessions per CLIENT to complete the Intake Assessment.

4.5.4 The initial pre-authorized five (5) month service period begins with the date of the first Intake Assessment interview and ends five (5) months later.

4.5.5 CONTRACTOR shall begin the Intake Assessment within thirty (30) days of the referral stamp date and shall ensure the resulting ATP is received by ADMINISTRATOR within sixty (60) calendar days of the referral stamp date. If ADMINISTRATOR does not receive the ATP within sixty (60) calendar days of the referral stamp date, the Authorization Number as defined in Subparagraph 2.3 will no longer be valid and CONTRACTOR shall not be compensated for any services provided under said Authorization Number.

4.6 Counseling Services

4.6.1 CONTRACTOR shall provide pre-authorized counseling services at one (1) counseling hour per week, for twenty (20) consecutive weeks, over the five (5) month authorization period.

- 4.6.2 Each counseling hour shall consist of fifty (50) minutes of direct counseling services and ten (10) minutes of case administration.
- 4.6.3 As directed by ASW, CONTRACTOR shall provide individual, conjoint, and/or family counseling services in any combination to assist CLIENTS to identify and understand problems related to child abuse and/or neglect, including, but not limited to, substance abuse and domestic violence, and to achieve counseling goals and modify behavior.
 - 4.6.3.1 Individual counseling means one (1) CLIENT (may refer to a child or adult) specified on the referral form.
 - 4.6.3.2 Conjoint counseling means two (2) CLIENTS, not the child, listed on the referral form.
 - 4.6.3.3 Family counseling means at least one (1) parent/caregiver and at least one (1) child listed on the referral form.
 - 4.6.3.4 Face-to-face contact is the first and primary choice for conducting counseling services with CLIENTS.
 - 4.6.3.5 On a case-by-case basis, CONTRACTOR may provide Telehealth Counseling Services as defined in Subparagraph 2.15 of this Exhibit A as an alternative to face-to-face contact and only with written pre-authorization from RDM and concurrence from ASW.
- 4.6.4 CONTRACTOR shall provide no more than one (1) counseling hour per calendar week, per Authorization Number, beginning with the authorization start date, and ending no later than the authorization end date. CONTRACTOR shall submit a written request for any exceptions, in advance, to RDM.
 - 4.6.4.1 The authorization start date means the referral stamp date which is provided by RDM and noted on the referral form.
 - 4.6.4.2 The authorization end date means five (5) months of services from the first Intake Assessment session.
 - 4.6.4.3 The calendar week is defined as Monday through Sunday.
 - 4.6.4.4 Written pre-authorization from RDM is required for any

extended counseling sessions after the initial authorization end date.

4.6.5 CONTRACTOR shall conduct no more than six (6) counseling hours per day for CLIENTS. Payment shall not be authorized for more than six (6) counseling hours per day, except in certain circumstances that are discussed in advance with ASW and pre-authorized by RDM.

4.6.6 Should CONTRACTOR and/or ASW determine that additional individuals need to be served under an existing referral, CONTRACTOR shall obtain written pre-authorization from RDM before these additional individuals may receive services. These additional individuals shall be referred to as Add-On CLIENTS. Verbal approval by ASW does not designate pre-authorization. Compensation will only be paid to CONTRACTOR for pre-authorized Add-On CLIENTS.

4.7 Extension Request

CONTRACTOR shall make every effort to achieve treatment goals within the five (5) month service period. To extend services, CONTRACTOR must submit an Extension Request ATP to RDM at least thirty (30) days in advance of termination date of the original service period. CONTRACTOR must receive written pre-authorization before extending services.

4.8 Crisis Session

CONTRACTOR may conduct a crisis session for an authorized CLIENT which consists of an unscheduled emergency session to assess and/or protect a CLIENT's health and/or safety.

4.8.1 CONTRACTOR shall provide written justification to RDM within one (1) business day and notify ASW of CLIENT's crisis session. Crisis sessions cannot be ongoing in lieu of regularly scheduled appointments.

4.9 Extenuating Circumstances Session

CONTRACTOR may conduct an additional counseling hour to a CLIENT in addition to the regular weekly counseling hour, with written pre-authorization from RDM when a CLIENT requires additional service on a temporary basis, as determined by ASW, and/or in clinical consultation with CONTRACTOR.

4.10 Community Resource Linkage

4.10.1 CONTRACTOR shall assess CLIENT-specific needs on an ongoing basis and shall provide referrals to appropriate community resources, such as Family Resource Centers, throughout the course of services, and upon termination of services. CONTRACTOR shall follow-up with CLIENTS on the status of referrals provided.

4.10.2 CONTRACTOR shall clearly document on the ATP, Case Notes, and Termination Report the community resource linkages provided to CLIENT and the status of CLIENTS' utilization of such linkages.

4.11 Exceptions to any of the services described in Paragraph 4 must have written pre-authorization from RDM.

4.12 Additional Contractor Services and Responsibilities

4.12.1 Court Letters

CONTRACTOR shall prepare letters for the purpose of informing the Orange County Juvenile Court of the status of CLIENT's progress, if requested, with written pre-authorization from RDM. The requested content of a court letter may vary and shall be determined by ASW and/or Orange County Juvenile Court.

4.12.2 CFT Meetings or TMOs

CONTRACTOR shall participate in CFT Meetings defined in Subparagraph 2.5 or TMOs defined in Subparagraph 2.16, at the request of ASW with written pre-authorization from RDM.

4.12.3 Juvenile Court Testimony

CONTRACTOR shall appear in Juvenile Court prepared to testify, and/or to produce pertinent case records on matters regarding CLIENTS served, when requested by SSA.

4.12.4 No Show (NS) Policy

CONTRACTOR shall comply with the following:

4.12.4.1 A missed appointment is considered a NS unless CLIENT contacts CONTRACTOR at least twenty-four (24) hours in advance of a scheduled appointment to reschedule within the

same calendar week (Monday to Sunday). CONTRACTOR shall telephonically inform ASW of each NS within twenty-four (24) hours.

4.12.4.2 CONTRACTOR shall notify CLIENT and ASW by written NS letter in the appropriate primary language on a form provided by ADMINISTRATOR, within forty-eight (48) hours, each time CLIENT has a NS.

4.12.4.3 If one (1) of the CLIENTS on a multiple-CLIENT referral is a NS more than once, CONTRACTOR may serve the remaining CLIENTS and CONTRACTOR shall contact ASW to review status of the referral.

4.12.4.4 CONTRACTOR shall suspend services if CLIENT(s) accumulate(s) three (3) NS's and shall notify ASW by telephone within twenty-four (24) hours, and by written letter within forty-eight (48) hours, and inquire whether CLIENT(s) should be reinstated.

4.12.5 Reinstatement Policy

CONTRACTOR shall comply with the following:

4.12.5.1 ASW may reinstate CLIENT(s) for services within ten (10) calendar days of receipt of the third NS letter from CONTRACTOR. A CLIENT may be reinstated only once during the service period; however, exceptions may be made by ASW for a CLIENT with a court-ordered case plan. In such cases, CONTRACTOR shall schedule the reinstated CLIENT in the next available service slot. If ASW does not reinstate CLIENT within (10) calendar days, CONTRACTOR shall terminate referral.

4.12.6 Financial Assessment

CONTRACTOR shall conduct a Financial Assessment with adult CLIENTS using a sliding fee schedule provided by ADMINISTRATOR, to determine fees for services that adult CLIENTS may be able to pay, for

services received. However, CONTRACTOR shall not refuse services to CLIENTS referred by ADMINISTRATOR because of inability or unwillingness to pay.

4.12.7 Receipt for Services (RFS)

CONTRACTOR shall require an RFS form to be signed and dated by all adult CLIENTS receiving services on the day services are received.

4.12.7.1 CONTRACTOR shall have the parent/caregiver or other responsible adult present sign and date the RFS form on behalf of minors receiving services. If an unaccompanied minor receives services, CONTRACTOR shall notify ASW and document such on RFS form and CONTRACTOR case notes.

4.12.7.2 CONTRACTOR shall document fees collected from CLIENTS, public and private insurance carriers, and, including, but not limited to, Medi-Cal reimbursement for services provided on the RFS form.

4.12.8 Client Engagement

CONTRACTOR shall develop a plan to actively engage CLIENTS that are unresponsive or difficult to engage in counseling services, to facilitate achievement of the goals and outcome objectives described in Paragraph 5 of this Exhibit A.

4.12.9 Special Incident Report

If a CLIENT displays unusual, aggressive, or high-risk behavior or there are any injuries during service delivery, CONTRACTOR shall notify ASW or the CFS Officer of the Day as designated on ASW's voice message immediately by telephone, and submit a written Special Incident Report (SIR) to ADMINISTRATOR within twenty-four (24) hours on a form provided by ADMINISTRATOR.

4.12.10 Documentation Standards

CONTRACTOR shall ensure all documentation will be type-written, including, but not limited to, the following:

4.12.10.1 Original and Revised ATPs;

- 4.12.10.2 Termination Reports;
 - 4.12.10.3 Case notes;
 - 4.12.10.4 Telephonic consultation with CLIENT(S), CFS staff and/or authorized collateral contacts;
 - 4.12.10.5 Monthly telephonic contact and progress reports with ASW; and
 - 4.12.10.6 Receipt for Services, invoices, and claim forms.
- 4.12.11 CONTRACTOR shall not provide transportation to any SSA CLIENTS.
- 4.12.12 CONTRACTOR shall be available to accept a minimum of one (1) referral per month.
- 4.12.13 CONTRACTOR shall attempt to reschedule CLIENT sessions in the same week should CONTRACTOR become unavailable to provide services for a regular scheduled session, and document attempted efforts.
- 4.12.14 CONTRACTOR shall notify all CLIENTS and ADMINISTRATOR at least one (1) week in advance of scheduled leave that will exceed one (1) week (e.g. vacations, medical leave). To ensure CLIENTS are aware of resources during CONTRACTOR's absence, CONTRACTOR shall record a voicemail greeting at the phone number CLIENTS normally call which shall indicate the scheduled date of return and provide telephone number(s) for emergency assistance and mental health emergencies.
- 4.12.15 CONTRACTOR shall submit written notification to ADMINISTRATOR if counseling services are provided to a CLIENT after termination of the authorized contract service period.
- 4.12.16 CONTRACTOR shall not allow any other person, (e.g., intern, volunteer, employee, colleague, etc.) to provide counseling services or documentation related to services to CLIENTS on behalf of CONTRACTOR.
- 4.12.17 CONTRACTOR shall not conduct counseling services under any separate agreements with any CLIENT during the contract service period.
- 4.12.18 CONTRACTOR's employment aside from this counseling services contract shall not interfere with or cause disruption to services provided under this Agreement.
- 4.12.19 CONTRACTOR shall immediately provide written notification to

ADMINISTRATOR of any change in status to CONTRACTOR's valid and current professional license and/or if CONTRACTOR becomes subject to any form of disciplinary action initiated by the BBS, or Board of Psychology (BOP), during the term of this Agreement.

4.12.20 Notwithstanding anything to the contrary, it is mutually understood that CONTRACTOR may request to be placed on voluntary hold from receiving referrals due to conflicts in schedule, caseload size limitations, etc. Should CONTRACTOR request to be placed on a voluntary hold, CONTRACTOR shall submit a written request to SSA.

4.12.21 Notwithstanding anything to the contrary, it is mutually understood that CONTRACTOR may be placed on administrative hold by SSA, based on the needs of, and at the sole discretion of the COUNTY.

4.12.22 In the event CONTRACTOR is no longer able to conduct counseling services under this Agreement, CONTRACTOR shall submit a written request to SSA and include an explanation as to why CONTRACTOR cannot continue to provide counseling services.

5. GOALS AND OUTCOME OBJECTIVES

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 its outcomes and evaluation. Developed by the Center for Social Policy, the Strengthening Families Model identifies Five (5) Protective Factors, described below, that have been identified in preventing the risk of child abuse and neglect.

5.1 CONTRACTOR shall incorporate the following Five (5) Protective Factors into counseling services provided to SSA CLIENTS:

5.1.1 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.

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

- 5.1.3 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.
- 5.1.4 Concrete Support in Times of Need: Immediate support and resources should be provided when a family is in crisis.
- 5.1.5 Parental Resilience: This involves bouncing back from difficulties, i.e. recognizing challenges/feelings in difficult times, and the ability to have hope, problem-solve, and take action.
- 5.2 ADMINISTRATOR will supply CONTRACTOR with the Protective Factors Evaluation Tool (and/or other SSA approved evaluation tools) to help determine how counseling services are impacting SSA CLIENTS to facilitate outcome measures.
- 5.3 Pre-Tests and Post-Tests
 - 5.3.1 CONTRACTOR shall conduct pre-tests and post-tests provided by ADMINISTRATOR, to assess and measure change in CLIENT(s) progress.
 - 5.3.1.1 CONTRACTOR shall conduct the pre-test during the Intake Assessment, and shall attach the completed pre-test to the ATP, which is due within sixty (60) calendar days of the referral stamp date.
 - 5.3.1.2 CONTRACTOR shall conduct the post-test during the Termination session and attach the completed post-test to the Termination Report, which is due within fifteen (15) calendar days of service termination and/or upon request of ADMINISTRATOR.
- 5.4 GOALS
 - 5.4.1 CONTRACTOR shall provide counseling services that are responsive to the needs of CLIENTS who are at risk of, of or have a history of, child abuse and/or neglect, and actively engage CLIENTS to maintain required counseling participation.
 - 5.4.2 CONTRACTOR shall utilize family-centered, family-friendly, strength-

based, needs-driven, team-oriented strategies to contribute to the reunification of children with their parents.

5.4.3 CONTRACTOR shall ensure services are outcome driven and identify indicators that accurately reflect progress toward contract outcome objectives.

5.5 PERFORMANCE OUTCOME OBJECTIVES

CONTRACTOR shall meet the following outcomes for the term of the Agreement:

5.5.1 A minimum of seventy percent (70%) of CLIENTS who begin counseling services will complete services.

5.5.2 A minimum of eighty percent (80%) of CLIENTS completing counseling services will demonstrate improvement or achievement of their counseling treatment goals as determined by CONTRACTOR.

6. REPORTING REQUIREMENTS

CONTRACTOR shall complete the following reporting requirements:

6.1 Assessment and Treatment Plan (ATP)

6.1.1 CONTRACTOR shall submit a type-written report, via SSA's Secure Communication Management System (SCMS), containing changes in CLIENT behavior necessary to achieve the goals identified during assessment, type and length of intervention planned, summary of contacts made during assessment, CLIENT's strengths, and community resource linkages. One (1) original report is required for each referral. Facsimiles shall not be accepted. A maximum of up to three (3), fifty (50) minute sessions per CLIENT may be used to complete the Intake Assessment. ATPs must be received by ADMINISTRATOR no later than sixty (60) calendar days from the referral stamp date.

6.1.2 Referrals automatically become inactive if the ATP is not received from CONTRACTOR within sixty (60) calendar days of the referral stamp date

6.1.3 If a referral becomes inactive due to ADMINISTRATOR not receiving the ATP within sixty (60) calendar days of the referral stamp date, CONTRACTOR will not be eligible to receive compensation for the

referral, regardless of any services provided at any time.

6.2 Revised ATP

6.2.1 CONTRACTOR shall submit a Revised ATP type-written report to ADMINISTRATOR, within thirty (30) days, when a CLIENT's treatment goals or treatment plan require modification after the original ATP has been submitted. ASW must concur with the revised goals or plan prior to implementing the modification. A Revised ATP shall not extend the five (5) month service period.

6.3 Social and Family History

6.3.1 CONTRACTOR shall conduct a written assessment during the Intake process documenting the social and family history relevant to issues being addressed in counseling which includes, but is not limited to, obstacles to treatment, strengths, and motivation of individuals and family. The social and family history will include a mental status exam, substance abuse, and domestic violence evaluations. The written assessment will be maintained in CONTRACTOR's case notes.

6.4 Monthly Telephonic Progress Report

6.4.1 CONTRACTOR shall make monthly telephonic contact a minimum of one (1) time per month, directly with ASW for each referral regarding CLIENT's progress. Telephonic reports may include, but are not limited to: collateral contacts, changes in CLIENT behaviors, goals identified during assessment, description of specific examples of significant intervention efforts which have occurred, if any; CLIENT's strengths, insights, community resource linkages, attendance, and other relevant CLIENT information. CONTRACTOR shall leave progress report, as described above, via voicemail, if unable to report directly to ASW. CONTRACTOR shall document monthly progress report including contact or attempted contact with ASW. The written report shall be maintained in CONTRACTOR's case notes.

6.5 Termination Report (TR)

6.5.1 CONTRACTOR shall submit to ADMINISTRATOR, via SSA's Secure

Communication Management System (SCMS), within thirty (30) days, a type-written comprehensive summary of all activity within the service period including: contacts made with CLIENT, ASW and collateral sources; all NS(s); CLIENT's status in meeting goals and objectives outlined in the ATP with specific descriptive examples of how progress was achieved, or not; all community resource linkages; CLIENT's behavioral changes, strengths, insights, attendance, and prognosis; identified issues for ASW regarding CLIENT's follow-up needs; and the reason services were terminated. One (1) TR is required for every referral.

6.6 Termination Report Without Intake for Unresponsive Client:

6.6.1 A CLIENT is deemed unresponsive if within a thirty (30) day period CONTRACTOR does not receive any response after CONTRACTOR has placed at least three (3) telephone calls to, and mailed at least one (1) letter to CLIENT, and contacted ASW at least once, to request assistance in reaching CLIENT. CONTRACTOR shall document all attempted contacts to CLIENT and ASW in CONTRACTOR's case notes. At the end of the thirty (30) day period without CLIENT response, CONTRACTOR shall prepare and submit to RDM a TR Without Intake form. This completed form must reach RDM within sixty (60) days of the pre-authorized referral stamp date.

6.6.2 CONTRACTOR shall consult with ASW, and document consultation efforts made, prior to termination of a referral for any reason.

6.6.3 CONTRACTOR shall terminate a CLIENT upon written notice by ADMINISTRATOR.

7. CLIENT RECORDS

7.1 CONTRACTOR shall prepare and maintain accurate and complete records and documentation in case files of CLIENTS served, and dates and type of services provided under this Agreement in a form acceptable to SSA. All records shall be maintained in English, and English translation of all correspondence and forms shall be maintained in the case file for audits, and Utilization Reviews. CONTRACTOR shall file records in chronological order by open and closed cases,

and labeled with case names and case numbers. CONTRACTOR shall prepare a separate case file for each referral received. Records and documentation prepared by CONTRACTOR shall be type-written and shall include, but not be limited to:

- 7.1.1 CLIENT's name, address, phone number, and employment information;
- 7.1.2 Names, birthdates, and gender of all family members;
- 7.1.3 Names of other persons in the home and their relationship to CLIENT;
- 7.1.4 COUNTY referral form and any referral documentation provided by ADMINISTRATOR;
- 7.1.5 Assessment and Treatment Plan;
- 7.1.6 Termination Report;
- 7.1.7 Extension Request and extension authorization, if applicable;
- 7.1.8 Case notes on a form provided by SSA;
- 7.1.9 Psychosocial History and Assessment;
- 7.1.10 Mental Status Examination;
- 7.1.11 Substance Abuse and Domestic Violence evaluation information;
- 7.1.12 Emergency contact information;
- 7.1.13 Special Incident Reports;
- 7.1.14 Community Resource Linkages;
- 7.1.15 Copies of all NS letters;
- 7.1.16 Financial Assessment and Sliding Fee Schedule;
- 7.1.17 Copies of third party insurance carriers and Medi-Cal disallowance/denial and reimbursement documentation;
- 7.1.18 Copies of Receipt for Service forms; and
- 7.1.19 Copies of Invoices/Claim forms.

8. FACILITY REQUIREMENTS

- 8.1 CONTRACTOR's office must be located in Orange County, California.
- 8.2 CONTRACTOR's office must provide a private room for services to ensure CLIENT confidentiality is maintained.
- 8.3 CONTRACTOR's office location must be geographically proximate, preferably within a half-mile (880 yards) to a bus stop and near other forms of affordable public transportation.

8.4 CONTRACTOR's office shall be a family-friendly, safe, and age appropriate environment for children, youth, parents and caregivers.

8.5 CONTRACTOR shall be required to render counseling services in the office location provided or agreed to by ADMINISTRATOR. With SSA approval, CONTRACTOR may conduct pre-authorized services at a different location than CONTRACTOR's office.

9. UTILIZATION REVIEW

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

9.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 8.5 of this Exhibit A, with date and time determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

9.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's CFS staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of CFS for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 39 of this Agreement.

10. TRAINING

10.1 COUNTY will not provide any reimbursement and will not be responsible for any expenses incurred by CONTRACTOR to participate in the orientation or any training.

10.2 CONTRACTOR shall be required to attend an orientation conducted by SSA prior to receipt of any referrals by ADMINISTRATOR.

10.3 ADMINISTRATOR may require CONTRACTOR to attend subsequent training if

ADMINISTRATOR determines additional training is needed to provide services to CLIENTS, which may be presented or sponsored by COUNTY, or other training entities.

- 10.4 Licensed Marriage Family Therapist, Licensed Clinical Social Worker, and Licensed Professional Clinical Counselor CONTRACTORS shall remain in compliance with continuing education as determined by the BBS, maintain a valid and current license, and remain in good standing throughout the term of this Agreement.
- 10.5 Clinical Psychologist CONTRACTORS shall remain in compliance with continuing education as determined by the BOP, maintain a valid and current license, and remain in good standing throughout the term of this Agreement.
- 10.6 COUNTY will not be responsible for any training, continuing education, or licensure expenses incurred by CONTRACTOR throughout the term of this Agreement.

11. COMPENSATION

- 11.1 COUNTY does not guarantee CONTRACTOR any specified minimum number of referrals or minimum sum of money during the term of this Agreement. CONTRACTOR agrees to provide services requested, as determined by COUNTY, at fees listed in this Agreement, regardless of the quantity of referrals received.
- 11.2 COUNTY shall pay CONTRACTOR, monthly in arrears, a rate of one hundred dollars (\$100) per hour, for up to twenty (20) sessions of service, for the following services:
 - 11.2.1 Intake Assessment;
 - 11.2.2 Individual counseling;
 - 11.2.3 Conjoint and/or Family counseling, regardless of the number of CLIENTS served;
 - 11.2.4 Pre-Authorized Extensions: After the first twenty (20) completed sessions, when pre-authorized extensions are on file with ADMINISTRATOR, COUNTY will reimburse CONTRACTOR for up to ten (10) additional sessions of service;
 - 11.2.5 Actual time spent in Juvenile Court, on an active SSA case, and travel time

- to and from CONTRACTOR's office location;
- 11.2.6 Actual time spent in a CFT or TMO, and, if at a location other than CONTRACTOR's office location, travel time to and from CONTRACTOR's office location;
- 11.2.7 Referrals become eligible for compensation after an Intake Assessment session has been completed and SSA has received an original ATP;
- 11.2.8 Counseling sessions lasting less than fifty (50) minutes will be prorated in ten (10) minute increments;
- 11.2.9 Specialized Services (i.e. attendance at a CFT Meeting or TMO), shall be prorated in fifteen (15) minute increments; and
- 11.2.10 Compensation will be paid as stated in Subparagraph 11.2 above, less any applicable revenue, as specified in Paragraph 20 of this Agreement.
- 11.3 CONTRACTOR shall be paid fifteen dollars (\$15) per court letter, with written pre-authorization from ADMINISTRATOR.
- 11.4 No compensation will be made for the following:
- 11.4.1 Closed CFS cases.
- 11.4.2 Inactive referrals, regardless of any services provided at any time, including those referrals for which ATPs are submitted beyond sixty (60) calendar days from the pre-authorized referral stamp date.
- 11.4.3 Consultation time with County staff prior to receipt of the SSA pre-authorized referral form.
- 11.4.4 Counseling services provided to CLIENTS prior to pre-authorization date or after pre-authorization end date.
- 11.4.5 Counseling services provided for an authorized CLIENT requiring a crisis session if CONTRACTOR does not provide written justification to SSA within one (1) business day.
- 11.4.6 Services provided during the period of service suspension after a third NS and before written pre-authorized reinstatement is on file with SSA.
- 11.4.7 Actual time spent in Court pursuant to subpoena, on a closed case, nor travel time to and from CONTRACTOR's facility.
- 11.4.8 Client NS(s).

11.4.9 Mileage, parking, or any other travel costs related to case activities not included in compensable costs.

11.4.10 CONTRACTOR's time, mileage, parking, or any other costs related to attending orientation/training session.

11.4.11 Neuropsychological, psychological, or any other types of diagnostic testing and/or diagnostic evaluations.

11.4.12 Preparation, participation, or any other activities related to URs.

11.4.13 Postage, supplies, or any other costs related to maintaining case activities.

12. CLAIMS

12.1 Claims shall include original signatures. Claims shall not be accepted by facsimile.

12.2 All claims shall be accompanied by a properly completed Receipt for Services form for each referral claimed, signed and dated on the day services are provided by both CONTRACTOR and all adult CLIENTS receiving services. The parent/caregiver or other responsible adult present must sign and date on behalf of minors receiving services.

12.3 All claims for payment shall include all supporting documents, including but not limited to, one (1) RFS form for each referral claimed, two (2) copies of each ATP, two (2) copies of each TR, and one (1) copy of each NS Letter.

12.4 Claims typically include all services provided during the previous calendar month. When the initial three Intake (3) sessions of a new referral occur over a two (2) month period (i.e. two (2) sessions in May and one (1) session in June), the claim will include RFS forms from a two (2) month period for the new referral only.

12.5 Claims for time spent in Juvenile Court must be accompanied by a copy of the subpoena requiring CONTRACTOR to appear in Juvenile Court. If the court date on the subpoena does not match the date and time spent in court, a written explanation, from CONTRACTOR, must be attached.

12.6 Claims for Crisis Sessions are documented on the RFS and claimed on the standard invoice form.

12.7 Claims for Specialized Services including CFT Meetings, TMO's, Court Letters, and/or travel time, must be submitted on a Specialized Service Detail form provided by RDM.

12.8 It is at the sole discretion of ADMINISTRATOR whether any compensation will be paid due to special circumstances.

13. SERVICE DELIVERY DISPUTE RESOLUTION

13.1 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve differences of opinion regarding the necessity and/or appropriateness of services, length of treatment, and/or timeliness of required treatment reports the parties may attempt to resolve the dispute in the following order:

13.1.1 CONTRACTOR and ASW shall first attempt to resolve the dispute.

13.1.2 If CONTRACTOR and ASW are unable to resolve the dispute, CONTRACTOR and CFS Senior Social Services Supervisor shall attempt to resolve the dispute.

13.1.3 COUNTY's Program Manager (PM) or designee shall have the final right and sole discretion to resolve any dispute as to the necessity and appropriateness of services, the length of treatment, and/or timeliness of required treatment reports. The decision of COUNTY's PM or designee shall be final.

13.1.4 In the event a complaint is received regarding CONTRACTOR, CONTRACTOR shall comply with an investigation and/or UR and final decision by ADMINISTRATOR.

13.1.5 ADMINISTRATOR shall have sole discretion in placing CONTRACTOR on a do-not-refer status and reassigning current CLIENTS to another CONTRACTOR pending outcome of an investigation and/or UR.

13.1.6 Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 39 of this Agreement.

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