

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<AGENCY NAME>
FOR THE PROVISION OF COUNSELING AND PARENT EDUCATION SERVICES

This AGREEMENT is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and <AGENCY NAME>, 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 individual, conjoint/family, and group counseling services, and parent education services for child abuse intervention and treatment services;

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Sections 16501, 16507.7, 18961, and 18967:

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 40 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 Exhibits to the Agreement between County of Orange and <AGENCY NAME>, for the Provision of Counseling and Parent Education

Services, attached hereto and incorporated herein by reference: Exhibit A relating to Counseling Services, and Exhibit B relating to Parent Education Services. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.

- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Agreement, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 25 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; Title 48 CFR Section 31.2 and all applicable

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

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

5.3 CONTRACTOR shall cooperate with the California Department of Social Services (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all reporting and evaluation requirements established by CDSS.

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

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.

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's

duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

- 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.
- 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.

8.2 Change in Form of Business Organization

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

8.3 Name Change

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

9. NON-DISCRIMINATION

9.1 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.

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

9.3 Non-Discrimination in Employment

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

9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all

applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

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

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

9.4 Non-Discrimination in Service Delivery

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

accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office 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

9.4.3 The following websites provide Civil Rights information, publications

and/or forms:

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

10. NOTICES

- 10.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this 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]

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

11. NOTICE OF DELAYS

Except as otherwise provided under this 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.

12. INDEMNIFICATION

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.

13. INSURANCE

13.1 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.

13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance

subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

- 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

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

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

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

- 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

13.5 Qualified Insurer

13.5.1 The policy or policies of insurance must be issued by an insurer with a

minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

- 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.8 Required Coverage Forms

- 13.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.
- 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

13.9 Required Endorsements

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

- 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 13.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.
 - 13.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
 - 13.9.2.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 13.10 All insurance policies required by this 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.
- 13.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.
- 13.12 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to

maintain Professional Liability and/or Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.

- 13.13 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
- 13.14 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Agreement.
- 13.15 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 13.16 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 13.17 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 13.18 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

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

- 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance under this 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.

- 14.2 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.
 - 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.
 - 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
 - 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement.
 - 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.
15. CONFLICT OF INTEREST
- 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this 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.
 - 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, 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.

16. ANTI-PROSELYTISM PROVISION

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

17. SUPPLANTING GOVERNMENT FUNDS

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

18. BREACH SANCTIONS

18.1 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:

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

18.1.2 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

18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

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

19. PAYMENTS

19.1 Allowable Costs and Usage

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for the provision of Counseling and Parent Education Services as described in Exhibits A and B of this Agreement, at the specific fees listed in Exhibits A and B of this Agreement. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit rates indicated in Exhibits A and B of this Agreement, regardless of the number of referrals from COUNTY.

19.2 Claims

19.2.1 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 19.2.4. 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.

19.2.2 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 24 of this Agreement.

19.2.3 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.

19.2.4 Year-End and Final Claims

19.2.4.1 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 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.

19.2.4.2 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.

19.2.4.3 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, or Title 48 CFR Section 31.2, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as

limiting the remedies of COUNTY in the event an overpayment has been made.

20. 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.

21. 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.

22. REVENUE

22.1 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.

22.2 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.

22.3 CONTRACTOR shall 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.

22.4 CONTRACTOR shall make every reasonable effort to collect all available third

party reimbursement for which client may be eligible. Public and private insurance carriers shall be billed on the basis of CONTRACTOR's customary charges, if applicable.

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

22.6 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Agreement, such monies shall be considered a cost off-set and treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter amended. The procedure for designating money as Program Income is set forth in Paragraph 22 of this Agreement.

23. FINAL REPORT

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

24. RECORDS, INSPECTIONS, AND AUDITS

24.1 Financial Records

24.1.1 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.

24.1.2 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.

24.2 Client Records

24.2.1 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.

24.2.2 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 40.2.

24.2.3 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.

24.3 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.

24.4 Inspections and Audits

24.4.1 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.

24.4.2 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.

24.4.3 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.

24.4.4 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.

24.5 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.

25. PERSONNEL DISCLOSURE

25.1 This Paragraph 25 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 15 of Exhibit A and Paragraph 14 of Exhibit B (hereinafter referred to as "Personnel").

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

- 25.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;
- 25.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;
- 25.2.3 The professional degree, if applicable, and experience required for each position; and
- 25.2.4 The language skill, if applicable, for all Personnel.
- 25.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Agreement.
- 25.4 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).
- 25.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Agreement. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Agreement.
- 25.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 25.4 and 25.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.
- 25.7 In the event a record is revealed through the processes described in Subparagraphs

- 25.4 and 25.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.
- 25.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under 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, in compliance with all applicable laws.
- 25.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services 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 18 above.
- 25.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 25.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.
- 25.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Agreement.
- 25.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 25 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

26. 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.

27. 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.

28. 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.

29. CONFIDENTIALITY

29.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, 362.5 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

29.2 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.

29.3 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.

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

29.5 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.

29.5.1 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.

29.5.2 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.

30. SECURITY

30.1 Security Requirements

30.1.1 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:

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

30.1.1.2 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.

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

30.1.1.4 Firewall protection.

- 30.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.
- 30.1.1.6 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.

30.2 Security Breach Notification

30.2.1 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:

- 30.2.1.1 Investigate to determine the nature and extent of the Security Breach.
- 30.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
- 30.2.1.3 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.

30.2.2 The COUNTY, in 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.

31. 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.

32. WAIVER

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

33. SERVICES DURING EMERGENCY AND/OR DISASTER

33.1 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.

- 33.2 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.
- 33.3 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. Additional profit margin as a result of providing services during an emergency or disaster shall not be permitted.
- 34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA
 - 34.1 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.
 - 34.2 CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:
 - 34.2.1 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;

34.2.2 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;

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

34.2.3.1 Any commercial product or service; and

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

34.2.4 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>.

35. REPORTS

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

35.2 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.

36. 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).

37. 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:

- 37.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 37.2 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
- 37.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

38. CERTIFICATION REGARDING LOBBYING AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

38.1 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 38.1.1 - 38.1.1.4.

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

- 38.1.1.1 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.

38.1.1.2 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.

38.1.1.3 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.

38.1.1.4 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.

39. 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.

40. TERMINATION PROVISIONS

40.1 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.

- 40.2 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.
- 40.3 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.
- 40.4 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.

- 40.5 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.

41. 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.

42. SIGNATURE IN COUNTERPARTS

- 42.1 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.
- 42.2 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.

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

By: _____ By: _____
 <Name> Debra J. Baetz
 <Title> Director
 <Agency Name> Social Services Agency

Dated: _____ Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Carolyn S. Frost
DEPUTY

Dated: 03/05/21

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<AGENCY NAME>
FOR THE PROVISION OF COUNSELING AND PARENT EDUCATION SERVICES
COUNSELING SERVICES

1. **POPULATION TO BE SERVED**

- 1.1 CONTRACTOR shall provide services to clients referred by Social Services Agency (SSA). Clients include parents, caregivers, children ages birth (0) through seventeen (17) years, who are at risk of, or have a history of, child abuse and/or child neglect, and Non-Minor Dependents (NMDs). At the time of referral, some clients may be in crisis and require intervention services and/or resources, and/or may be in jeopardy of having their children placed out of the home. Other clients may have 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 (Juvenile Court). Population to be served shall be referred to as “CLIENTS” for the purposes of Exhibit A.
- 1.2 CONTRACTOR shall strategize ways to engage/re-engage CLIENTS who may be resistant to participating in services.
- 1.3 CONTRACTOR understands that many CLIENTS to be served have limited resources and are dependent upon public transportation.
- 1.4 CONTRACTOR shall provide services that meet the needs of CLIENTS who may lack coping skills, communication skills, support systems, and the skills and/or resources necessary to provide a safe environment for their children.

2. **DEFINITIONS**

- 2.1 **Child and Family Team (CFT) Meeting:** A child and family-centered, strength-

based, collaborative process to identify the strengths and needs of the child or Non-Minor Dependent and his or her family, and to help achieve positive outcomes for safety, permanency and well-being.

- 2.2 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.
- 2.3 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 Juvenile Court, up to 21 years of age.
- 2.4 Safety Organized Practice (SOP): A holistic approach to collaborative teamwork in child welfare that seeks to build and strengthen partnerships within a family, their support network of friends and family, and SSA. 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.
- 2.5 Danger Statements: Behaviorally-based statements using non-judgmental language and describing specific worries for the future safety of children while with their caregiver. Danger statements describe the potential caregiver's behavior and the potential future impact on the child.
- 2.6 Harm Statements: 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. Harm statements describe the caregiver's behavior and the impact on the child.
- 2.7 Safety Goal: Behaviorally-based statements using non-judgmental language and describing specific actions the parents and network will demonstrate to create and sustain child safety.

- 2.8 Telehealth Services: Telehealth services which must be conducted subject to the State of California Board of Behavioral Sciences (BBS) Standards of Practice statutes and regulations for Telehealth, and in compliance with the Business and Professions Code 2290.5.

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. At a minimum, seventy-five percent (75%) of contracted services must be available in the evening hours of 4 p.m. to 8 p.m., Monday through Friday, and at least four (4) hours on Saturdays, except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.
- 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King 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 Subparagraph 3.1 of this Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

4. GENERAL REQUIREMENTS

- 4.1 CONTRACTOR shall identify and provide individualized, family-friendly, family-centered, trauma and evidence-informed services to CLIENTS, designed to be age-appropriate for all referred age groups (e.g. play therapy, cognitive-behavioral therapy, etc.). Services shall also be culturally responsive to those served and responsive to all types of family units. SSA, in partnership with community agencies, has embraced a model of community-based, family-driven, collaborative service delivery. In keeping with these practices, SSA has adopted a nationally recognized model to frame outcomes and evaluation. Developed by the Center for Social Policy, the Strengthening Families model identifies five (5) Protective

Factors (“Strengthening Family Protective Factors”), described below, that have been identified in preventing the risk of child abuse and neglect.

- 4.2 CONTRACTOR’s services shall address, as identified by the Assigned Social Worker (ASW), physical abuse, general neglect, emotional abuse, domestic violence, sexual abuse, trauma, substance abuse, and mental health issues. Services shall address common problems including, but are not limited to, inadequate housing, poor nutrition, and lack of basic needs (food, utilities, etc.).

CONTRACTOR shall:

- 4.3 Incorporate the following Strengthening Family Protective Factors into Counseling Services that have been identified in preventing the risk of child abuse and neglect:
- 4.3.1 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.
 - 4.3.2 Knowledge of Parenting and Child Development: This leads to appropriate expectations and the use of more developmentally appropriate guidance techniques.
 - 4.3.3 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.
 - 4.3.4 Concrete Support in Times of Need: Immediate support and resources should be provided when a family is in crisis.
 - 4.3.5 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.
- 4.4 Use evidence-informed or evidence-based practices such as Seeking Safety or Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) to meet CLIENT needs and address CLIENT symptoms.
- 4.5 Ensure the delivery of Counseling Services is based on the following principles:
- 4.5.1 Actively engage CLIENTS to maintain required program participation;
 - 4.5.2 Identify barriers to program participation, including, but not limited to,

those relating to mental health, substance abuse issues, and domestic abuse, and communicate information to the ASW for follow-up action;

- 4.5.3 Ensure CLIENTS with a limited English vocabulary are placed in an environment that will facilitate their commitment to complete the program;
- 4.5.4 Maximize opportunities to provide integrated, coordinated and easily accessible resources for CLIENTS;
- 4.5.5 Identify and provide community-based and integrated services that coordinate federal, state and local funding opportunities; and
- 4.5.6 Ensure services are outcome-driven with indicators that accurately reflect CLIENTS' progress towards contract deliverables.
- 4.6 Provide high quality Counseling Services that are responsive to the needs of CLIENTS who are at risk or have a history of child abuse and/or child maltreatment.
- 4.7 Use family-focused, strength-based, trauma-informed, safety and needs-driven, and team-oriented strategies to contribute to the reunification of children with their parents.

5. SERVICES TO BE PROVIDED

Counseling Services shall assist CLIENTS in identifying and understanding problems that led to Children and Family Services (CFS) involvement, including, but not limited to, abuse and/or neglect, chemical abuse, and domestic violence, to achieve treatment goals, and modify behavior. Services shall be available in English, Spanish, and Vietnamese pursuant to Subparagraph 15.3. All services provided require written pre-authorization in the form of a referral by the CFS Resource Development and Management (RDM) program prior to any services being rendered. CONTRACTOR shall provide the following services:

5.1 Intake and Assessment

CONTRACTOR shall conduct a face-to-face Intake Interview, or via telehealth as approved by ADMINISTRATOR, with CLIENT within thirty (30) days of the referral stamp date. CONTRACTOR shall obtain RDM approval for an extension to the Intake Interview timeframe. CONTRACTOR may use a maximum of two (2) sessions, not to exceed ninety (90) minutes total, to complete the Intake Interview within thirty (30) days of the referral stamp date. The ninety (90) minute

Intake Interview will be independent of any counseling sessions and will not be included in the count for the maximum of sixteen (16) counseling sessions as described in Subparagraph 5.4.

5.1.1 At the Intake Interview, CONTRACTOR shall:

- 5.1.1.1 Conduct intake and assessment in a collaborative manner with the CLIENT, in order to gather the information required for clinical evaluation and assessment, including review of the Harm and Danger Statements and Safety Goal with the CLIENT; prepare a written statement documenting the social and family history as described in Subparagraph 5.2; complete the Assessment and Treatment Plan (ATP) report as described in Subparagraph 5.3; and complete the Protective Factors Pre-Test Survey as described in Subparagraph 5.6.
- 5.1.1.2 Identify behavior and problems, classified in the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5), or current revision thereof, of mental health, substance abuse, or domestic violence issues, which endanger or place the child(ren) at risk of abuse and/or neglect, and determine appropriate treatment plan for such behaviors. If domestic violence, suicidal ideation, substance abuse or other dangerous behaviors are identified, then CONTRACTOR shall develop a safety plan with CLIENT to address any immediate and/or ongoing concerns.
- 5.1.1.3 Integrate a SOP approach, as defined in Subparagraph 2.4 of this Exhibit A, and incorporate this approach into the treatment plan.
- 5.1.1.4 Provide an orientation to explain the rules and expectations of the program, including, but not limited to, the relationship of CONTRACTOR's services with ADMINISTRATOR, child abuse reporting, no show and termination policies, services provided, emergency procedures, confidentiality, and scheduling of appointments. CONTRACTOR shall provide

CLIENT with an information packet in CLIENT's primary language that contains all materials covered in this orientation, as available.

5.2 Social and Family History

5.2.1 CONTRACTOR shall prepare a written statement documenting the social and family history relevant to the issues stated on the referral form, which includes obstacles to treatment and motivation of the CLIENT(S). Social and family history shall include a mental status exam, substance abuse and domestic violence evaluations.

5.3 Assessment and Treatment Plan

CONTRACTOR shall draft an ATP containing changes in CLIENT's behavior necessary to achieve the treatment goals developed collaboratively with CLIENT(S) during assessment; type and length of intervention planned; summary of contacts made during assessment; CLIENT's strengths, safety network, and community resource linkages. One (1) original individualized ATP is required for each referral. If the referral is for multiple individuals in the family, one (1) ATP will be required with separate goals for each person. CONTRACTOR shall:

5.3.1 Keep a copy of the ATP in the CLIENT's file at all times.

5.3.2 Submit original ATP to RDM no later than sixty (60) calendar days from the referral stamp date. Counseling referrals shall become inactive if the ATP is not received within sixty (60) calendar days, unless prior authorization is granted by RDM as indicated in Subparagraph 5.3.3.

5.3.3 Request RDM approval for an extension to the ATP due date when needed. Request must be made before the due date.

5.3.4 Complete a Revised ATP, upon request of the ASW, if the original ATP had already been submitted. The ASW must concur with the revised goals or plan prior to implementing the change. The revised ATP must be submitted to RDM within fourteen (14) calendar days. A revised ATP shall not extend the sixteen (16) sessions service period.

5.4 Counseling Services

Counseling Services shall be initiated within seven (7) calendar days after completion of the Intake Interview and shall end with a maximum of sixteen (16) sessions or when the CLIENT has achieved their treatment goals, whichever comes first. Additional CLIENTS may be served if approved by RDM. CONTRACTOR may request add-on CLIENTS via an Authorization for Pre-Approved Specialized Services form. CONTRACTOR shall:

5.4.1 Provide Counseling Services within a five (5) month period from the referral stamp date.

5.4.1.1 The "authorization approval date" means the referral stamp date provided by ADMINISTRATOR.

5.4.1.2 The "authorization end date" means five (5) months from the referral stamp date.

5.4.2 Obtain prior written authorization from RDM for any additional counseling sessions, as referenced in Subparagraph 5.12 and 14.1.5.

5.4.3 Provide CLIENTS with a combination of individual, conjoint/family, and/or group counseling, based on documented need as submitted on the referral and in consultation with the ASW, for up to sixteen (16) sessions within the five (5) month service period. Each session will consist of fifty (50) minutes of direct Counseling Services and ten (10) minutes of case administration.

5.4.3.1 Individual counseling means one (1) CLIENT listed on the referral form.

5.4.3.2 Conjoint counseling means two (2) CLIENTS, not the child, listed on the referral form.

5.4.3.3 Family counseling means at least one (1) parent/caregiver and at least one (1) child listed on the referral form.

5.4.3.4 Group counseling means a minimum of two (2) and maximum of fifteen (15) unrelated CLIENTS referred by ADMINISTRATOR for counseling in a group setting.

5.4.3.5 Face-to-face contact is the first and primary choice for

conducting counseling services with CLIENTS.

5.4.3.6 On a case-by-case basis, CONTRACTOR may provide Telehealth Services as defined in Subparagraph 2.8 of this Exhibit A as an alternative to face-to-face contact and only with written pre-authorization from RDM and concurrence from the ASW.

5.4.4 Provide Counseling Services at CONTRACTOR's office location(s), as indicated in Subparagraph 9.1 of this Agreement unless prior authorization is granted by SSA.

5.5 Group Counseling (GC)

CLIENTS may be referred to CONTRACTOR's open-ended, ongoing groups to address specific needs. CONTRACTOR shall:

5.5.1 Provide GC for a maximum of twelve (12) sessions or when the CLIENT has achieved their treatment goals, whichever comes first.

5.5.2 Conduct GC sessions of minimum one and one-half (1½) hours in length.

5.5.3 Provide one (1) Counselor to lead groups of seven (7) or fewer CLIENTS. Groups of eight (8) to fifteen (15) CLIENTS shall be led by two (2) Counselors.

5.5.4 Provide a schedule of all groups to RDM , and any change to the established schedules must be reported as soon as the update is implemented.

5.5.5 Develop GC curriculum and submit it to RDM.

5.5.6 Facilitate Anger Management groups to address impact issues, including, but not limited to, safety and boundaries, and how to effectively deal with feelings of anger.

5.5.7 Divide Anger Management Groups into modules for males or females, latency-age children, and adolescent groups, in order to meet the needs of each separate group.

5.6 Protective Factors Pre-Test and Post-Test Surveys

CONTRACTOR shall conduct the Protective Factors Pre-test and Post-Test surveys to assess and measure changes in CLIENT's progress. CONTRACTOR shall:

- 5.6.1 Measure progress by ensuring CLIENT(S) completes the Protective Factors Pre-Test and Post-Test surveys and/or other ADMINISTRATOR approved evaluation tools to capture the five (5) protective factors as described in Subparagraph 4.3.
- 5.6.2 Conduct the Protective Factors Pre-Test survey during CLIENT's Intake and Assessment Interview, and the Protective Factors Post-Test survey within fifteen (15) calendar days before the CLIENT's last service session.
- 5.6.3 Submit Protective Factors Pre-Test and Post-Test surveys and/or ADMINISTRATOR approved evaluation tool(s) to RDM within fifteen (15) calendar days of termination of services or upon request of ADMINISTRATOR.

5.7 Community Resource Linkage

CONTRACTOR shall assess CLIENT's specific needs on an ongoing basis and shall provide referrals to appropriate community resources, to include the nearest Family Resource Center throughout the course of services, and upon termination of services. CONTRACTOR shall:

- 5.7.1 Follow up with CLIENTS to ensure referrals provided were utilized.
- 5.7.2 Clearly document on the ATP, Case Notes and Termination Report (TR), resource linkages provided to CLIENTS.

5.8 Case Management

CONTRACTOR's case management responsibilities include, but are not limited to, the following:

- 5.8.1 Preparation, revision and extension requests of ATPs and TRs;
- 5.8.2 Completion and filing of Case Notes on a standardized form approved by ADMINISTRATOR;
- 5.8.3 Telephone consultation with CLIENT(S) and/or COUNTY staff;
- 5.8.4 Monthly progress telephone calls to the ASW by the tenth (10th) business day of the month regarding the status of service delivery for each CLIENT served during the preceding month. Progress telephone calls are not required in the month when an ATP, Revised ATP, Extension Request form, or TR is completed. All telephone calls to ASW must be documented in

CONTRACTOR's file. If a voice message is required, CONTRACTOR shall leave a detailed status update message including the number of completed sessions, CLIENT's overall progress towards goals, motivation to participate in services, and any other relevant information that would assist ASW to determine CLIENT's progress in addressing the concerns outlined on the referral; and

5.8.5 Engagement/Re-engagement Outreach and Strategies which include, but are not limited to, the following:

5.8.5.1 Telephone contacts and/or text messages to remind CLIENTS about appointments;

5.8.5.2 Mailers;

5.8.5.3 Offer flexible office hours to accommodate appointments;

5.8.5.4 Educate and motivate CLIENTS to commit to the program with full participation; and

5.8.5.5 Work together with each CLIENT to identify barriers to participation, develop strategies to overcome barriers, and the need for specific Counseling Services, as described in Subparagraph 5.4.

5.9 Additional Services

5.9.1 Court Letters: CONTRACTOR shall prepare letters with prior written authorization from ADMINISTRATOR, for the purpose of informing the COUNTY of Orange County Juvenile Court of the status of the CLIENT's progress. The requested content of a court letter may vary and is determined by the ASW and/or Juvenile Court.

5.9.2 Juvenile Court Testimony: When requested by SSA or under subpoena, CONTRACTOR shall appear in Juvenile Court prepared to testify on matters regarding CLIENTS served and shall produce pertinent case records, when required.

5.10 No Show (NS) Policy and Reinstatement Procedures

A missed appointment is a NS, subject to the policy below. CONTRACTOR shall consider all missed appointments as a NS, regardless of the CLIENT's excuse,

unless the CLIENT calls CONTRACTOR at least twenty-four (24) hours in advance to reschedule an appointment within five (5) calendar days.

5.10.1 CONTRACTOR shall comply with the following NS policy:

5.10.1.1 Document and notify the ASW by telephone within twenty-four (24) hours.

5.10.1.2 Notify both CLIENT and the ASW by sending NS letter in the appropriate primary language on a form approved by RDM, within forty-eight (48) hours.

5.10.1.3 Serve remaining CLIENTS in a multiple-CLIENT referral if one (1) of the CLIENTS is a NS. CONTRACTOR shall contact the ASW to review status of referral.

5.10.1.4 Suspend services for CLIENT after the third NS. CONTRACTOR shall notify the ASW of the suspension by telephone within twenty-four (24) hours and by written letter within forty-eight (48) hours. CONTRACTOR shall inquire with the ASW whether CLIENT should be reinstated.

5.10.2 CONTRACTOR shall not be eligible to receive compensation for services provided after the third NS and before written confirmation of reinstatement is on file with CONTRACTOR.

5.10.3 Reinstatement procedures are as follows:

5.10.3.1 If the ASW reinstates the CLIENT, RDM will provide written confirmation of reinstatement approval to CONTRACTOR.

5.10.3.2 If the CLIENT is not re-instated within ten (10) calendar days of the third NS, CONTRACTOR shall terminate the referral.

5.11 Termination of Services and TR

5.11.1 Services shall be terminated:

5.11.1.1 Upon completion of services;

5.11.1.2 Following the third NS without reinstatement;

5.11.1.3 Without services being initiated due to an unresponsive CLIENT as described in Subparagraph 5.11.4, or

5.11.1.4 Upon written notice by ADMINISTRATOR. COUNTY shall

not be responsible for payment of any Counseling Services or other previously approved referral activities provided to CLIENT after ADMINISTRATOR has provided CONTRACTOR with such notice.

- 5.11.2 The TR, along with the Protective Factors Pre-Test and Post-Test surveys and/or any other ADMINISTRATOR approved evaluation tool, shall be submitted to RDM within fifteen (15) calendar days after termination of services.
- 5.11.3 The TR shall include a comprehensive summary of all activities within the service period, including:
 - 5.11.3.1 Contacts made with CLIENT, ASW and collateral sources;
 - 5.11.3.2 Copies of all NS letters;
 - 5.11.3.3 Documentation of CLIENT's status in meeting goals and objectives outlined in the ATP with specific descriptive examples of how progress was achieved or not;
 - 5.11.3.4 Community resources given by CONTRACTOR to CLIENT for follow-up services;
 - 5.11.3.5 Identified safety network and any issues for the ASW regarding the CLIENT's follow-up needs; and
 - 5.11.3.6 Reason the services were terminated.
- 5.11.4 A CLIENT is deemed unresponsive if within a thirty (30) calendar day period CONTRACTOR does not receive any response from the CLIENT after CONTRACTOR has:
 - 5.11.4.1 Placed at least three (3) telephone calls to CLIENT;
 - 5.11.4.2 Mailed at least one (1) letter to CLIENT; and
 - 5.11.4.3 Contacted the ASW at least once to request assistance in reaching the CLIENT (a voice message to the ASW will suffice).
- 5.11.5 CONTRACTOR shall document all contacts to CLIENT and ASW in the Case Notes.
- 5.11.6 At the end of the thirty (30) calendar day period without a CLIENT's

response, CONTRACTOR shall prepare and submit to RDM a Termination Report – No Intake form.

5.11.7 The Termination Report – No Intake form must reach RDM within sixty (60) days of the referral stamp date.

5.12 Extension Request

5.12.1 CONTRACTOR shall make every effort to achieve treatment goals within the initial sixteen (16) sessions. However, if extenuating circumstances require an additional four (4) sessions of services, CONTRACTOR must submit an Extension Request to RDM at least four (4) sessions in advance of the termination date of the original sixteen (16) session service period. CONTRACTOR must receive approval before extending services.

6. PROGRAM GOALS AND OUTCOME OBJECTIVES

6.1 Goals

6.1.1 CONTRACTOR understands and agrees that the primary goal for Counseling Services is to assist CLIENTS at risk or with a history of abuse and/or neglect to strengthen their relationships and support successful family maintenance and/or reunification.

6.2 CONTRACTOR shall achieve the following outcome objectives for Counseling Services:

6.2.1 A minimum of seventy percent (70%) of CLIENTS who begin counseling services will complete services; and

6.2.2 A minimum of seventy percent (70%) of CLIENTS who complete counseling services will demonstrate improvement or achievement of their counseling treatment goals developed in collaboration with the ASW.

7. QUALITY ASSURANCE

7.1 Utilization Review (UR)

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

may include both open and closed cases.

- 7.1.2 ADMINISTRATOR may conduct a UR at CONTRACTOR's facility referenced in Paragraph 9 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 actions accordingly.
- 7.1.3 In the event CONTRACTOR, ADMINISTRATOR designee and CFS staff 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 CFS Director for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 40 of this Agreement.

8. ADDITIONAL CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

- 8.1 Not provide services to a CLIENT under a separate agreement while providing the same services to the same CLIENT under this Agreement.
- 8.2 Provide services which are required under the terms of this Agreement only to CLIENTS referred by SSA and in accordance with the CLIENT's referral procedures to be provided by RDM.
- 8.3 Be permitted to provide counseling services to other patients similar to the population served under this Agreement, provided those services:
 - 8.3.1 Do not interfere with CONTRACTOR's duties under this Agreement; and
 - 8.3.2 CONTRACTOR gives priority to CLIENTS for appointments during the office hours of 4 p.m. to 8 p.m., Monday through Friday, and at least a four (4) hour period on Saturdays.
- 8.4 Cooperate with SSA in meeting outcome objectives as described in Subparagraphs 6.2.1 and 6.2.2 of Exhibit A and 6.2.1 of Exhibit B.
- 8.5 Not provide any type of transportation to CLIENTS.

9. FACILITIES

- 9.1 Services under this Agreement shall be provided at the following location(s):

<AGENCY NAME>
 <STREET ADDRESS>
 <CITY, STATE, & ZIP>

- 9.2 CONTRACTOR shall have a facility located in Orange County, California, where services shall be provided.
- 9.3 The facility must provide private room to ensure confidentiality is maintained for CLIENTS.
- 9.4 Facility's locations shall be preferably within 880 yards (1/2 mile) of a bus stop and other forms of affordable public transportation.
- 9.5 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

10. CLIENT CASE RECORDS

CONTRACTOR shall prepare and maintain case records on each CLIENT served, and dates and type of services provided under the terms of this Agreement, in a format acceptable to ADMINISTRATOR. 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 UR. CONTRACTOR shall file records in chronological order by open and closed cases, and label 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 typewritten or written legibly, and shall include, but not be limited to:

- 10.1 CLIENT's name, address, phone number, and employment information;
- 10.2 Names, birth dates, and sex of all family members;
- 10.3 Referral Form and any referral documentation provided by ADMINISTRATOR;
- 10.4 Social and family history;
- 10.5 Mental health status exam and substance abuse and domestic violence evaluations;
- 10.6 ATP;
- 10.7 Orientation packet;
- 10.8 Protective Factors Pre-Test and Post-Test Surveys;
- 10.9 Revised ATP, if applicable;
- 10.10 TR;

- 10.11 Case Notes;
- 10.12 Copy(ies) of NS letter(s);
- 10.13 Copy(ies) of Special Incident Report(s);
- 10.14 Case staffing;
- 10.15 Follow-up documentation for referrals to community resources; and
- 10.16 Fee assessment/financial information forms.

11. REPORTS

11.1 CONTRACTOR shall:

11.1.1 Submit monthly statistic reports for Counseling Services to ADMINISTRATOR by the tenth (10th) calendar day of each month, for the preceding month, which shall include, but not be limited to, the following data elements:

- 11.1.1.1 Total number of new CLIENTS referred and the referral source;
- 11.1.1.2 Number of CLIENTS beginning Counseling Service/Intake Interview;
- 11.1.1.3 Number of CLIENTS completing Counseling service;
- 11.1.1.4 Number of active cases at the end of the month;
- 11.1.1.5 Number of cases closed during the month.

11.1.2 Submit Monthly Referral Report for active CLIENTS receiving Counseling Service to ADMINISTRATOR by the tenth (10th) calendar day of each month, for the preceding month, which shall include, but not be limited to, the following:

- 11.1.2.1 Case name;
- 11.1.2.2 Client's name(s);
- 11.1.2.3 Date received;
- 11.1.2.4 Language;
- 11.1.2.5 Authorization number;
- 11.1.2.6 Intake date;
- 11.1.2.7 Total sessions completed; and
- 11.1.2.8 Termination date.

11.2 If CLIENT displays unusual, aggressive, or high-risk behavior or there are any

injuries during the service delivery, CONTRACTOR shall notify the ASW or the CFS Officer of the Day immediately by telephone, and submit a written Special Incident Report to ADMINISTRATOR within twenty-four (24) hours on a form approved by ADMINISTRATOR.

12. TRAINING

- 12.1 CONTRACTOR shall be required to attend a seven (7) hour orientation conducted by SSA in June, 2021, prior to the receipt of any referrals from ADMINISTRATOR.
- 12.2 ADMINISTRATOR may require CONTRACTOR to attend subsequent trainings if ADMINISTRATOR determines additional trainings are needed to provide services to CLIENTS or to complete monthly paperwork sufficiently, which may be presented or sponsored by COUNTY, or other training entities.
- 12.3 CONTRACTOR shall ensure Counseling staff licensed by the State of California as a Marriage and Family Therapist (MFT) Licensed Clinical Social Worker (LCSW), or Licensed Professional Clinical Directors (LPCC) shall complete continuing education hours, as determined by the California Board of Behavioral Sciences (BBS), maintain a valid and current license and remain in good standing during the term of the Agreement.
- 12.4 CONTRACTOR shall ensure Counseling staff licensed by the State of California as a Clinical Psychologist shall maintain the continuing education requirements of the California Board of Psychology, maintain a valid and current license, and remain in good standing during the term of the Agreement.
- 12.5 CONTRACTOR shall ensure Counseling staff complete additional continuing education courses that meet the qualifications of the BBS or the California Board of Psychology when ADMINISTRATOR determines additional training is required to provide services to CLIENTS. Required courses shall include, but are not limited to, training in child abuse/neglect, chemical/substance abuse, domestic violence and legal/ethical issues, and trauma-informed practice.
- 12.6 CONTRACTOR shall ensure direct service staff complete the following trainings:
 - 12.6.1 An initial six (6) hour training on child abuse/neglect and an initial six (6) hour training course on spousal/partner abuse/domestic violence issues

within six (6) months of hire date.

12.6.2 A refresher six (6) hour training on child abuse/neglect and a refresher six (6) hour training on spousal/partner abuse/domestic violence issues within three (3) years of completing initial training courses referenced in Subparagraph 12.6.1.

12.7 COUNTY will not be responsible for any training, continuing education, or licensure expenses incurred by CONTRACTOR, throughout the term of this Agreement.

13. MEETINGS

13.1 CONTRACTOR shall attend CFT Meetings as described in Subparagraph 2.1, when requested by the ASW, and with prior written authorization from ADMINISTRATOR.

13.2 CONTRACTOR shall attend Contractors' Forums as requested by ADMINISTRATOR.

14. COMPENSATION

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 specified in this Agreement, regardless of the quantity of referrals received.

14.1 Counseling Services Compensation

14.1.1 A maximum of one hundred fifteen dollars (\$115) will be paid in arrears for the completed Intake Interview documented to be at least ninety (90) minutes in duration and inclusive of the intake and orientation process. Intake Interview can be conducted in two (2) forty-five (45) minutes sessions.

14.1.2 If the Intake Interview is completed within a one (1) hour session, or if CLIENT begins but does not complete the Intake Interview, a maximum of seventy-five dollars (\$75) will be paid.

14.1.3 A rate of seventy-five dollars (\$75) per counseling session for up to sixteen (16) sessions of service will be paid monthly in arrears for the following:

14.1.3.1 Individual counseling;

- 14.1.3.2 Conjoint/Family counseling, regardless of the number of CLIENTS seen;
 - 14.1.3.3 Actual time spent in Juvenile Court, on an active case, and travel time to and from Provider's office location; and
 - 14.1.3.4 Actual time spent in a CFT Meeting, and travel time to and from Provider's office location.
- 14.1.4 COUNTY will reimburse CONTRACTOR for all sessions completed not to exceed sixteen (16) sessions during the period of up to five (5) months from the referral stamp date.
- 14.1.4.1 CONTRACTOR will not be eligible to receive compensation for inactive referrals, including reimbursement for any services provided at any time prior to or after the referral has become inactive.
- 14.1.5 Extensions: When approved extensions are on file with RDM, COUNTY will reimburse CONTRACTOR for any of the four (4) extended sessions completed beyond the initial sixteen (16) sessions.
- 14.1.6 Groups: CONTRACTOR shall be paid monthly in arrears fifteen dollars (\$15) per CLIENT per GC session.
- 14.1.6.1 CONTRACTOR's schedule for GC sessions must always facilitate attendance by at least two (2) CLIENTS.
 - 14.1.6.2 In the event that only one (1) CLIENT is present for a pre-scheduled GC session, CONTRACTOR shall allow a one-time courtesy individual counseling session to that CLIENT for no more than fifty (50) minutes and CONTRACTOR shall bill at the rate of seventy-five dollars (\$75).
- 14.1.7 CONTRACTOR shall submit Receipt for Services (RFS) form with the monthly invoice for compensation.
- 14.1.8 All claims must be accompanied by properly completed RFS form(s), for each referral claimed, signed by the CONTRACTOR and all adult CLIENTS receiving services. The parent/caregiver or other responsible adult present at the session must sign and date on behalf of minors receiving

services under this Agreement. If a minor CLIENT receives services unaccompanied by an adult, CONTRACTOR shall indicate (“mi”) next to the minor CLIENT’s name. Exceptions due to special circumstances shall be evaluated and approved by RDM.

14.1.9 Court Letter: Fifteen dollars (\$15) will be paid for each court letter pre-authorized by RDM.

15. STAFF

15.1 Minimum requirements and qualifications for Counseling Services staff are as follows:

15.1.1 Clinical Director/Licensed Counselor

- 15.1.1.1 LCSW, or MFT, LPCC, or Licensed Clinical Psychologist;
- 15.1.1.2 Two (2) years of combined related work experience in the areas of family counseling, child abuse treatment, trauma informed practice, and clinical supervision experience;
- 15.1.1.3 Thirty (30) hours of child abuse training; and
- 15.1.1.4 Must provide supervision to Counselors and/or Registered Interns.

15.1.2 Counselor

- 15.1.2.1 Master’s degree in psychology or social work;
- 15.1.2.2 One (1) year of experience in clinical or therapeutic setting providing direct services in human services field; and
- 15.1.2.3 Must be supervised by Clinical Director/Licensed Counselor.

15.1.3 Registered Intern/Associate

- 15.1.3.1 Master's degree in psychology or social work, and requiring clinical supervision by licensed staff to apply for licensure either as an LCSW, MFT, LPCC or Clinical Psychologist;
- 15.1.3.2 Two (2) years of work experience in the human services field;
- 15.1.3.3 California BBS registered LCSW intern, registered Associate MFT, registered Associate Professional Clinical Counselor or registered Psychology Assistant; and
- 15.1.3.4 Must be supervised by Clinical Director/Licensed Counselor.

15.2 Supervision

Clinical Director/Licensed Counselor shall provide a minimum of one (1) hour of individual supervision per week and two (2) hours of group supervision per month to direct Counseling Services staff.

15.3 Second Language Capabilities

Counseling Services shall be available in English, Spanish, and Vietnamese. CONTRACTOR shall:

- 15.3.1 Ensure a minimum of forty percent (40%) of Counseling Services staff is bilingual and proficient in English and Spanish or as approved by ADMINISTRATOR. If CONTRACTOR has more than one service location, the bilingual Spanish staff shall be assigned to all service locations as needed;
- 15.3.2 Ensure a minimum of ten percent (10%) of Counseling Services staff is bilingual in English and Vietnamese, or as needed. If CONTRACTOR has more than one (1) service location, the bilingual Vietnamese staff shall be assigned to all service locations as needed;
- 15.3.3 Make reasonable efforts in hiring and retaining Counseling Services staff who are proficient in other languages to meet the needs of the population to be served as determined by ADMINISTRATOR; and
- 15.3.4 Present language proficiency verification to ADMINISTRATOR upon request.

15.4 Financial Agreement

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

EXHIBIT B
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<AGENCY NAME>
FOR THE PROVISION OF COUNSELING AND PARENT EDUCATION SERVICES
PARENT EDUCATION SERVICES

1. **POPULATION TO BE SERVED**

- 1.1 CONTRACTOR shall provide services to parents referred by SSA. Services shall be provided to parents and/or caregivers. Population to be served shall hereafter be referred to as “PARENTS” for the purposes of Exhibit B.
- 1.2 CONTRACTOR’s services shall address, as identified by the ASW, physical abuse, general neglect, emotional abuse, domestic violence, sexual abuse, trauma, substance abuse, and mental health issues.
- 1.3 CONTRACTOR shall strategize ways to engage/re-engage PARENTS who may be resistant to participating in services.
- 1.4 CONTRACTOR understands that many PARENTS to be served have limited resources and are dependent upon public transportation.
- 1.5 CONTRACTOR shall provide services that meet the needs of PARENTS who lack coping skills, communication skills, support systems and the skills and/or resources necessary to provide a safe environment for their children. Services shall address common problems, including, but not limited to, inadequate housing, poor nutrition, and lack of basic needs (food, utilities, etc.).

2. **HOURS OF OPERATION**

- 2.1 CONTRACTOR shall provide Parent Education Services during hours that are responsive to the needs of the target population as determined by ADMINISTRATOR. At a minimum, seventy-five percent (75%) of contracted services must be available in the evening hours of 4p.m. to 8p.m., Monday through

Friday, and at least four (4) hours on Saturdays, except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

- 2.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, 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 Subparagraph 3.1 of this Exhibit B, no later than fourteen (14) calendar days before the requested holiday. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

3. GENERAL REQUIREMENTS

- 3.1 SSA, in partnership with community agencies, has embraced a model of community-based, family driven, collaborative service delivery. In keeping with these practices, SSA has adopted a nationally recognized model to frame outcomes and evaluation. Developed by the Center for Social Policy, the Strengthening Families model identifies five (5) Protective Factors ("Strengthening Families Protective Factors"), described below, that have been identified in preventing the risk of child abuse and neglect.

CONTRACTOR shall:

- 3.2 Incorporate the Strengthening Families Protective Factors into Parent Education Services that have been identified in preventing the risk of child abuse and neglect, which include:
- 3.2.1 Social Connections: Isolated families lead to a higher risk of child abuse. Families need to build trusting relationships and connect with others to strengthen parenting skills and decrease risk of abuse.
- 3.2.2 Knowledge of Parenting and Child Development: This leads to appropriate expectations and the use of more developmentally appropriate guidance

techniques.

- 3.2.3 Social and Emotional Competence of Children: Children who are educated about identifying feelings, empathizing with others, sharing emotions appropriately, and problem-solving, have more positive interactions with others.
- 3.2.4 Concrete Support in Times of Need: Immediate support and resources should be provided when a family is in crisis.
- 3.2.5 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.
- 3.3 Use evidence-informed or evidence-based practices such as “Seeking Safety” or Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) to meet PARENT needs and address PARENT symptoms.
- 3.4 Ensure the delivery of services is based on the following principles:
 - 3.4.1 Actively engage PARENTS to maintain required program participation;
 - 3.4.2 Identify barriers to participation, including, but not limited to, those relating to mental health, substance abuse issues, and domestic abuse, and communicate information to the ASW for follow-up action;
 - 3.4.3 Ensure PARENTS with a limited English vocabulary are placed in an environment that will facilitate their commitment to complete the program;
 - 3.4.4 Maximize opportunities to provide integrated, coordinated and easily accessible resources for PARENTS;
 - 3.4.5 Identify and provide community-based and integrated services that coordinate federal, State, and local funding opportunities; and
 - 3.4.6 Ensure services are outcome-driven with indicators that accurately reflect PARENTS’ progress towards contract deliverables.

4. PARENT EDUCATION (PE) SERVICES

- 4.1 CONTRACTOR shall teach PE curriculum in English, Spanish, and Vietnamese based on the needs of PARENTS. CONTRACTOR shall complete PE curriculum in three (3) classes, within sixty (60) days of the referral stamp date or as otherwise approved by ADMINISTRATOR. Each class shall be two (2) hours in duration.

- 4.2 Parent Educator to PARENT ratio in the classes shall be no more than one (1) teacher to fifteen (15) Parents (1:15).
- 4.3 CONTRACTOR's PE curriculum shall include the Injury and Violence Prevention Program and the following components, per WIC Section 16507.7:
 - 4.3.1 Building self-esteem, including, but not limited to, PARENTS' building a positive parental identity and building the self-esteem of their children;
 - 4.3.2 Handling stress and anger;
 - 4.3.3 The growth and development of children, including, but not limited to, safety, nutrition, and health;
 - 4.3.4 Developing and increasing communication skills in order that a PARENT may learn to listen to and speak with his or her child or children;
 - 4.3.5 Learning to use positive disciplinary mechanisms as alternatives to the physical punishment of a child, including, but not limited to, learning what constitutes abuse and neglect; and
 - 4.3.6 Demonstrating respect for, and sensitivity to, cultural differences in child rearing practices in addressing all of the topics listed in Subparagraph 4.3.1 to 4.3.6, inclusive.
- 4.4 Face-to-face contact is the first and primary choice for conducting Parent Education services with CLIENTS.
- 4.5 On a case-by-case basis, CONTRACTOR may provide Telehealth Services as defined in Subparagraph 2.8 of this Exhibit A as an alternative to face-to-face contact and only with written pre-authorization from RDM and concurrence from the ASW.

CONTRACTOR shall:

- 4.6 Provide a schedule of all PE classes to RDM, and any change to the established schedule must be reported as soon the update is implemented. Upon approval of ADMINISTRATOR, additional classes may be added to the current PE curriculum.
 - 4.6.1 Provide a copy of the PE curriculum upon request by ADMINISTRATOR.
- 4.7 Deliver new Evidence-Based and/or Promising Practice PE curriculum that may become available during the term of this Agreement by the California Evidence-Based Clearinghouse for Child Welfare, if requested by ADMINISTRATOR.

5. PE SERVICES REQUIREMENTS

5.1 Protective Factors Pre- and Post-Test Surveys

CONTRACTOR shall conduct Protective Factors Pre- and Post-Test Surveys to assess and measure in PARENT(S') progress. CONTRACTOR shall:

- 5.1.1 Conduct the Protective Factors Pre-Test Survey during the PARENT's first class and the Post-Test Survey at the end of the last class.
- 5.1.2 Measure progress by ensuring the PARENTS complete the Protective Factors Pre- and Post-Test Surveys and/or other ADMINISTRATOR's approved evaluation tools to capture the five (5) protective factors as described in Subparagraph 3.2.
- 5.1.3 Submit the Protective Factors Pre- and Post-test Surveys and/or ADMINISTRATOR's approved evaluation tool(s) to RDM within fifteen (15) calendar days of termination of services or as otherwise upon request of ADMINISTRATOR.

5.2 Community Resource Linkage

CONTRACTOR shall assess PARENT's specific needs on an ongoing basis and shall:

- 5.2.1 Link PARENTS to appropriate community resources, including the nearest Family Resource Center;
- 5.2.2 Follow up with the PARENT(S) regarding the outcomes of the community resource referrals given and document those outcomes in Case Notes and Termination Report (TR); and
- 5.2.3 Link PARENTS to appropriate community resources at termination of services. Resources provided must be clearly documented on Case Notes and TR.

5.3 Additional Services

- 5.3.1 Court Letters: CONTRACTOR shall prepare letters with prior written authorization from RDM, for the purpose of informing the Orange County Juvenile Court of the status of the PARENT's progress. The requested content of a court letter may vary and is determined by the ASW and/or

Juvenile Court.

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

5.4 No Show (NS) Policy and Reinstatement Procedures

A missed appointment is a NS, subject to the policy below. CONTRACTOR shall consider all missed appointments as a NS, regardless of the PARENT's excuse, unless the PARENT calls CONTRACTOR at least twenty-four (24) hours in advance to provide notice of their absence.

5.4.1 CONTRACTOR shall comply with the following NS policy:

5.4.1.1 Document and notify the ASW by telephone within twenty-four (24) hours.

5.4.1.2 Notify both PARENT and ASW by written NS letter in the appropriate primary language on a form approved by RDM, within forty-eight (48) hours.

5.4.1.3 Serve the remaining PARENT in a multiple-PARENT referral if one (1) of the PARENTS is a NS. CONTRACTOR shall contact the ASW to review status of referral.

5.4.1.4 Suspend services for PARENT after the third (3rd) NS. CONTRACTOR shall notify the ASW of the suspension by telephone within twenty-four (24) hours and by written letter within forty-eight (48) hours. CONTRACTOR shall inquire whether the PARENT should be reinstated.

5.5 Reinstatement procedures are as follows:

5.5.1 If the ASW reinstates the PARENT, RDM will provide written confirmation of reinstatement approval to CONTRACTOR.

5.5.2 If the ASW does not reinstate the PARENT within ten (10) calendar days of the third NS, CONTRACTOR shall terminate the referral.

5.5.3 CONTRACTOR shall not receive compensation for services provided after the third NS, and before the written confirmation of reinstatement approval is on file with CONTRACTOR.

5.6 Termination of Services and TR

5.6.1 CONTRACTOR shall terminate services to PARENT:

- 5.6.1.1 Upon completion of services;
- 5.6.1.2 Following the third NS without reinstatement;
- 5.6.1.3 Without services being initiated and CONTRACTOR does not receive any response from PARENT; or
- 5.6.1.4 Upon written notice by ADMINISTRATOR. COUNTY shall not be responsible for payment of any PE services or other previously approved referral activities provided to a PARENT after ADMINISTRATOR has provided CONTRACTOR with such notice.

5.6.2 The TR, along with the Protective Factors Pre- and Post-Test Surveys and/or ADMINISTRATOR's approved evaluation tool, shall be submitted to RDM within fifteen (15) calendar days of termination of services.

5.6.3 The TR shall include the following;

- 5.6.3.1 The topics covered;
- 5.6.3.2 Number of classes completed; and
- 5.6.3.3 All community resources and referrals given by CONTRACTOR to PARENT.

5.6.4 PE Services will be terminated sixty (60) days from the referral stamp date, or as determined by ADMINISTRATOR.

6. PROGRAM GOALS AND OUTCOME OBJECTIVES

6.1 Goals

- 6.1.1 Both COUNTY and CONTRACTOR agree and understand that the primary goal for PE Services is to assist families and NMDs who are at-risk or have a history of abuse and/or neglect to strengthen their relationships and support successful family maintenance and/or reunification.
- 6.1.2 CONTRACTOR shall provide high quality Parent Education Services that are responsive to the needs of the family with children who are at risk or have a history of child abuse and/or child maltreatment.
- 6.1.3 CONTRACTOR shall use family-focused, strength-based, needs-driven,

team-oriented strategies to contribute to the reunification of children with their parents.

6.2 CONTRACTOR shall achieve the following outcome objective for PE Services:

6.2.1 A minimum of seventy percent (70%) of parents who begin PE Services will complete these services.

7. QUALITY ASSURANCE

7.1 Utilization Review (UR)

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

7.1.2 ADMINISTRATOR may conduct an UR at CONTRACTOR's facility referenced in Paragraph 9 of this Exhibit B, 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 actions accordingly.

7.1.3 In the event CONTRACTOR, ADMINISTRATOR's designee and CFS staff 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 CFS Director for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 40 of this Agreement.

8. ADDITIONAL CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

8.1 Not provide services to a PARENT under a separate agreement while providing the same services to the same PARENT under this Agreement.

8.2 Notify, in writing, ADMINISTRATOR and ASW if CONTRACTOR continues to provide services to a PARENT under separate agreement after termination of contracted services with ADMINISTRATOR.

- 8.3 Provide services which are required under the terms of this Agreement only to PARENTS referred by SSA and in accordance with the client referral procedures to be provided by RDM. Unless prior authorization is granted by SSA, all services under this Agreement must be provided at CONTRACTOR's place(s) of business.
- 8.4 Be permitted to provide parenting services to other patients similar to the population served under this Agreement provided those services:
- 8.4.1 Do not interfere with CONTRACTOR's duties under this Agreement; and
- 8.4.2 CONTRACTOR gives priority to PARENTS for appointments during the office hours of 4 p.m. through 8 p.m., Monday through Friday, and at least a four (4) hour period on Saturdays.
- 8.5 Cooperate with SSA in meeting performance outcomes as described in Subparagraph 6.2.
- 8.6 Not provide any type of transportation to PARENTS.
9. FACILITIES
- 9.1 Services under this Agreement shall be provided at the following locations:
- <AGENCY NAME>
<STREET ADDRESS>
<CITY, STATE & ZIP>
- 9.2 CONTRACTOR shall have a facility located in Orange County, California, where services shall be provided.
- 9.3 The facility must provide private room to ensure confidentiality is maintained for PARENTS
- 9.4 Facility's location shall preferably be within 880 yards (1/2 mile) of a bus stop and other form of affordable transportation.
- 9.5 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.
10. REPORTS
- 10.1 CONTRACTOR shall submit Monthly Workload Standards Report for PE Services to ADMINISTRATOR by the tenth (10th) calendar day of each month, for the preceding month, which shall include, but not be limited to, the following:

- 10.1.1 Total number of new PARENTS referred and the referral source;
- 10.1.2 Number of PARENTS beginning service;
- 10.1.3 Number of PARENTS completing service;
- 10.1.4 Number of active cases at the end of the month;
- 10.1.5 Number of cases closed during the month.
- 10.1.6 Submit any pertinent information regarding the program's progress prepared in a format approved by ADMINISTRATOR.

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

11. TRAINING

CONTRACTOR shall ensure:

- 11.1 Parent Educator(s) are trained and able to demonstrate competence in the PE course content prior to teaching as a Parent Educator.
- 11.2 Parent Educator(s) of each parenting course shall have training in the prevention of child abuse and neglect and parenting techniques yearly.
- 11.3 Parent Educators participate in any trainings facilitated by COUNTY as deemed necessary to ensure more effective service delivery.
- 11.4 COUNTY will not reimburse CONTRACTOR for training expenses, continuing education, or licensure expenses incurred by CONTRACTOR throughout the term of this Agreement.

12. MEETINGS

- 12.1 CONTRACTOR shall participate in Child and Family Team Meetings at the request of the ASW, with prior written authorization from ADMINISTRATOR.
- 12.2 CONTRACTOR shall attend Contractors' Forums as requested by ADMINISTRATOR.

13. COMPENSATION

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 specified in this Agreement, regardless of the quantity of referrals received.

13.1 CONTRACTOR shall be paid monthly in arrears, twenty dollars (\$20) for each PE Services class a PARENT completes.

13.2 In order to receive compensation, CONTRACTOR shall submit RFS forms for services rendered.

14. STAFF

14.1 Parent Educator

14.1.1 Bachelor's degree in psychology, sociology, social work, or a related field; and

14.1.2 One (1) year of experience in the human service field providing direct services.

14.2 Second Language Capabilities

14.2.1 CONTRACTOR shall ensure a minimum of forty percent (40%) of PE service staff is bilingual and proficient in English and Spanish or as approved by ADMINISTRATOR. If CONTRACTOR has more than one (1) service location, the bilingual Spanish staff shall be assigned to all service locations as needed.

14.2.2 CONTRACTOR shall ensure a minimum of ten percent (10%) of PE Services staff is bilingual in English and Vietnamese, or as needed. If CONTRACTOR has more than one (1) service location, the bilingual Vietnamese staff shall be assigned to all service locations as needed.

14.2.3 CONTRACTOR shall make reasonable efforts in hiring and retaining Parent Education staff who are proficient in other languages to meet the need of the population to be served as determined by ADMINISTRATOR.

14.2.4 CONTRACTOR shall present language proficiency verification to ADMINISTRATOR, upon request.

14.3 Financial Assessment

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