

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

5 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE
6 IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UCI
7 UNIVERSITY PHYSICIANS & SURGEONS AND UCI DEPARTMENT OF PSYCHIATRY
8 FOR THE PROVISION OF
9 SEXUAL ABUSE COUNSELING SERVICES

10
11 This AGREEMENT, entered into this 1st day of July 2020, which date is particularized for
12 purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to
13 as "COUNTY," and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a Corporation
14 described in Article IX, Section 9 of the California Constitution, on behalf of UCI UNIVERSITY
15 PHYSICIANS & SURGEONS and UCI DEPARTMENT OF PSYCHIATRY, hereinafter referred
16 to as "UCI" or "CONTRACTOR." This Agreement shall be administered by the County of Orange
17 Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

18
19 W I T N E S S E T H:

20 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
21 Sexual Abuse Counseling Services; and

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

24 WHEREAS, such services are authorized and provided for pursuant to California Welfare
25 and Institutions Code Section 16501.

26 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
27
28

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Exhibit A

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1 1. TERM

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

7 2. ALTERATION OF TERMS

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

13 2.2 The various headings, numbers, and organization herein are for the purpose of
14 convenience only and shall not limit or otherwise affect the Agreement.

15 3. STATUS OF CONTRACTOR

16 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent
17 contractor, and shall be wholly responsible for the manner in which it performs the services
18 required of it by the terms of this Agreement. Nothing herein contained shall be construed as
19 creating the relationship of employer and employee, or principal and agent, between COUNTY
20 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes
21 exclusively the responsibility for the acts of its employees or agents as they relate to services to be
22 provided during the course and scope of their employment.

23 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or
24 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY
25 employees.

26 4. DESCRIPTION OF SERVICES

27 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
28 supplies, as described in Exhibit A to the Agreement between County of Orange and The Regents

1 of the University of California, for the Provision of Sexual Abuse Counseling Services, attached
2 hereto and incorporated herein by reference. CONTRACTOR shall operate continuously
3 throughout the term of this Agreement with the number and type of staff described and as required
4 for provision of services hereunder.

5 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may agree
6 upon changes in staffing allocations to reflect current workload demands or service needs as long
7 as COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR attests that it and its personnel, described in Paragraph 26 of this
12 Agreement, who are subject to individual registration and/or licensing requirements, have all
13 necessary licenses and permits required by the laws of the United States, State of California
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
17 Further, CONTRACTOR attests that its employees shall conduct themselves in compliance with
18 such laws and licensure requirements, including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
20 ADMINISTRATOR within seventy-two (72) hours of any change in license or permit status (e.g.,
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
26 all applicable laws and regulations of the United States, State of California, County of Orange, and
27 County of Orange Social Services Agency, and all administrative regulations, rules, and policies
28 adopted thereunder, as each and all may now exist or be hereafter amended.

1 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
2 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
3 federal financial assistance programs and/or activities.

4 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

5 6.1 Delegation and Assignment

6 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
7 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
8 written consent of COUNTY. Any attempted delegation or assignment without prior written
9 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
10 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
11 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
12 benefits under the terms of this Agreement requiring COUNTY approval.

13 7. SUBCONTRACTS

14 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
15 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
16 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
17 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
18 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
19 ADMINISTRATOR may require.

20 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

21 8.1 Form of Business Organization

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

25 8.1.1 The form of CONTRACTOR's business organization, i.e.,
26 proprietorship, partnership, corporation, etc.

27 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by
28 way of ownership or otherwise, to any parent organization or individual.

1 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to
2 any subsidiary business organization or to any individual who may be providing services, supplies,
3 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
4 under this Agreement.

5 8.2 Change in Form of Business Organization

6 If, during the term of this Agreement, the form of CONTRACTOR's business
7 organization changes, or the ownership of CONTRACTOR changes, or CONTRACTOR's
8 relationship to other businesses dealing with CONTRACTOR under this Agreement changes,
9 CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A
10 change in the form of business organization may, at COUNTY's sole discretion, be treated as an
11 attempted assignment of rights or delegation of duties of this Agreement.

12 8.3 Name Change

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

18 9. NON-DISCRIMINATION

19 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
20 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
21 services or benefits, assignment of accommodations, treatment, evaluation, employment of
22 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
23 ancestry, physical disability, mental disability, medical condition, genetic information, marital
24 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
25 status, or any other protected group, in accordance with the requirements of all applicable federal
26 or State laws.

27 9.2 CONTRACTOR shall furnish any and all information requested by
28 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to

1 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
2 9 et seq.

3 9.3 Non-Discrimination in Employment

4 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled
5 "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented
6 in Department of Labor regulations (Title 41 CFR Part 60).

7 9.3.2 All solicitations or advertisements for employees placed by or on behalf
8 of CONTRACTOR shall state that all qualified applicants will receive consideration for
9 employment without regard to race, religious creed, color, national origin, ancestry, physical
10 disability, mental disability, medical condition, genetic information, marital status, sex, gender,
11 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other
12 protected group, in accordance with the requirements of all applicable federal or State laws.
13 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous
14 place for employees and job applicants.

15 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
16 formal discrimination complaint to:

17 California Department of Fair Employment

18 2218 Kausen Drive, Suite 100

19 Elk Grove, CA 95758

20 Telephone: (800) 884-1684

21 (800) 700-2320 (TTY)

22 9.4 Non-Discrimination in Service Delivery

23 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
24 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
25 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
26 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
27 amended; California Civil Code Section 51 et seq., as amended; California Government Code
28 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC

1 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
 2 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
 3 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
 4 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
 5 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
 6 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
 7 amended. CONTRACTOR shall not implement any administrative methods or procedures which
 8 would have a discriminatory effect or which would violate the California Department of Social
 9 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
 10 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other
 11 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
 12 other laws, or the issue may be referred to the appropriate federal agency for further compliance
 13 action and enforcement of Subparagraph 9.4 et seq.

14 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a
 15 formal complaint any and all information as appropriate:

16 9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
 17 (PUB 13)

18 9.4.2.2 Discrimination Complaint Form

19 9.4.2.3 Civil Rights Contacts:

20 County Civil Rights Contact:

21 Orange County Social Services Agency

22 Program Integrity

23 Attn: Civil Rights Coordinator

24 P.O. Box 22001

25 Santa Ana, CA 92702-2001

26 Telephone: (714) 438-8877

27 ///

28 ///

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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

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

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

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

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

///

///

1 CONTRACTOR: UC Irvine Health
2 Director of Contracting
3 333 City Blvd West, Suite 1900
4 Orange, CA 92868

5 10.2 All notices shall be deemed effective when in writing and deposited in the United
6 States mail, first class, postage prepaid and addressed as above. Any communications, including
7 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
8 Agreement addressed in any other fashion shall be deemed not given. A party may change its
9 address by notice as required under this Section to the other party.

10 11. NOTICE OF DELAYS

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

15 12. INDEMNIFICATION

16 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
17 COUNTY (which approval shall not be unreasonably withheld), and hold U.S. Department of
18 Health and Human Services, the State, COUNTY, and their elected and appointed officials,
19 officers, employees, agents, and those special districts and agencies which COUNTY's Board of
20 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any
21 claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or
22 property damage arising from or related to the services, products, or other performance provided
23 by CONTRACTOR pursuant to this Agreement, but only in proportion to and to the extent that
24 such claims, demands, liability, injury or damage are caused by or result from the negligent or
25 intentional acts or omissions of CONTRACTOR, its officers, employees, or agents. If judgment
26 is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of
27 the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR
28 and COUNTY agree that liability will be apportioned as determined by the court. Neither party

1 shall request a jury apportionment.

2 12.2 COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers,
3 employees, and agents (“CONTRACTOR INDEMNITEES”) harmless from any claims, demands,
4 or liability of any kind or nature, including but not limited to personal injury or property damage,
5 arising from or related to the services, products or other performance provided by COUNTY
6 pursuant to this Agreement, but only in proportion to and to the extent that such claims, demands,
7 or liabilities result from the negligent acts or omissions of COUNTY, its officers, employees, or
8 agents. If judgment is entered against COUNTY and CONTRACTOR by a court of competent
9 jurisdiction because of the concurrent active negligence of CONTRACTOR or CONTRACTOR
10 INDEMNITEES, COUNTY and CONTRACTOR agree that liability will be apportioned as
11 determined by the court. Neither party shall request a jury apportionment.

12 12.3 Neither termination of this Agreement nor completion of the acts to be performed
13 under this Agreement shall release any party from its obligation to indemnify as to claims or cause
14 of action asserted that arise from this agreement.

15 13. INSURANCE

16 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
17 purchase all required insurance or maintain a program of self-insurance at CONTRACTOR’s
18 expense, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
19 complied with. CONTRACTOR agrees to keep such insurance coverage and Certificates of
20 Insurance on deposit with ADMINISTRATOR during the entire term of this Agreement. In
21 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
22 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
23 CONTRACTOR.

24 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
25 CONTRACTOR pursuant to this Agreement shall maintain insurance subject to the same terms
26 and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow
27 subcontractors to work if subcontractors have less than the level of coverage required by COUNTY
28 from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide

1 notice of the insurance requirements to every subcontractor and to receive proof of insurance prior
 2 to allowing any subcontractor to begin work. Such proof of insurance must be maintained by
 3 CONTRACTOR through the entirety of this Agreement for inspection by COUNTY
 4 representative(s) at any reasonable time.

5 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
 6 Insurance. If CONTRACTOR is self-insured, CONTRACTOR, in addition to, and without
 7 limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

8 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless
 9 against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
 10 employee's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole
 11 cost and expense with counsel approved by Board of Supervisors against same; and

12 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
 13 irrespective of any duty to indemnify or hold harmless; and

14 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
 15 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
 16 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
 17 insured.

18 13.4 If CONTRACTOR fails to maintain insurance or a program of self-insurance
 19 acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this
 20 Agreement.

21 13.5 The policy or policies of insurance or program of self-insurance maintained by
 22 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

Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.6 Required Coverage Forms

13.6.1 If CONTRACTOR is not self-insured for liability, 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.

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

13.7.1 Naming the County of Orange, its elected and appointed officials, officers, agents and employees, as an Indemnified Party.

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

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

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

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

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

1 13.8 All insurance policies required by this Agreement shall waive all rights of
2 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
3 employees when acting within the scope of their appointment or employment.

4 13.9 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
5 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
6 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
7 a material breach of the contract, upon which the COUNTY may suspend or terminate this
8 Agreement.

9 13.10 If CONTRACTOR's Professional Liability and/or Network Security & Privacy
10 Liability policies are "claims made" policies, CONTRACTOR shall agree to maintain Professional
11 Liability and/or Network Security & Privacy Liability coverage for two (2) years following
12 completion of this Agreement.

13 13.11 The Commercial General Liability policy shall contain a severability of interests
14 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

15 13.12 Insurance certificates should be mailed to COUNTY at the address indicated in
16 Paragraph 10 of this Agreement.

17 13.13 If CONTRACTOR fails to provide the insurance certificates and endorsements
18 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
19 award may be made to the next qualified proponent.

20 13.14 COUNTY expressly retains the right to require CONTRACTOR to increase or
21 decrease insurance of any of the above insurance types throughout the term of this Agreement.
22 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
23 appropriate to adequately protect COUNTY.

24 13.15 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
25 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
26 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
27 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
28 COUNTY shall be entitled to all legal remedies.

1 13.16 The procuring of such required policy or policies of insurance shall not be construed
2 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
3 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
4 available from the insurer

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

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

8 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
9 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
10 under this Agreement. While CONTRACTOR is required to provide this information without
11 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
12 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

13 14.2 Any accident or incident relating to services performed under this Agreement that
14 involves injury or property damage which may result in the filing of a claim or lawsuit against
15 CONTRACTOR and/or COUNTY.

16 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
17 relating to services performed by CONTRACTOR under this Agreement.

18 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

19 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
20 County property, monies or securities entrusted to CONTRACTOR under the term of this
21 Agreement.

22 15. CONFLICT OF INTEREST

23 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
24 or conditions that could result in a conflict with the best interests of COUNTY. This obligation
25 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with
26 accomplishing the work hereunder. The CONTRACTOR's efforts shall include, but not be limited
27 to, establishing rules and procedures preventing its employees, agents, and subcontractors from
28 providing or offering gifts, entertainment, payments, loans, or other considerations which could

1 be deemed to influence or appear to influence COUNTY staff or elected officers in the
2 performance of their duties.

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

8 16. ANTI-PROSELYTISM PROVISION

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

13 17. SUPPLANTING GOVERNMENT FUNDS

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

22 18. EQUIPMENT

23 18.1 All items purchased with funds provided under this Agreement, or which are
24 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
25 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
26 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
27 Equipment is limited to the performance of this Agreement. Upon the termination of this
28 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to

1 COUNTY or its representatives, or dispose of them in accordance with the directions of
2 ADMINISTRATOR.

3 CONTRACTOR further agrees to the following:

4 18.1.1 To maintain all items of Capital Equipment in good working order and
5 condition, normal wear and tear excepted.

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

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

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

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

26 18.3 Personal Computer Equipment:

27 No personal computers and/or personal electronic devices, such as tablets and
28 laptop computers, or any component thereof may be purchased with funds provided under this

1 Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR.
2 Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR,
3 be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4,
4 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon
5 termination of this AGREEMENT.

6 19. BREACH SANCTIONS

7 19.1 Failure by a party to comply with any of the provisions, covenants, or conditions
8 of this Agreement shall be a material breach of this Agreement. In such event, the other party
9 may, and in addition to immediate termination and any other remedies available at law, in equity,
10 or otherwise specified in this Agreement:

11 19.1.1 Afford the breaching party a time period within which to cure the
12 breach, which period shall be established by ADMINISTRATOR; and/or

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

16 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
17 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

18 19.2 A party will give the other party written notice of any action pursuant to this
19 Paragraph, which notice shall be deemed served on the date of mailing.

20 20. PAYMENTS

21 20.1 Maximum Contractual Obligation

22 The maximum obligation of COUNTY under this Agreement shall not exceed the
23 amount of \$2,787,806 , or actual allowable costs, whichever is less. The estimated annual amount
24 for each twelve (12) month period is as follows:

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

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

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

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1 20.2 Allowable Costs

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

8 20.3 Match

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

17 20.4 Claims

18 20.4.1 CONTRACTOR shall submit monthly claims to be received by
19 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
20 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
21 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
22 holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday,
23 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
24 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

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

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

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

8 20.4.4 Year-End and Final Claims

9 20.4.4.1 CONTRACTOR shall submit a final claim for each COUNTY
10 fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in
11 Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims
12 received after August 30th of each corresponding COUNTY fiscal year may, at
13 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the
14 date upon which the final claim per each COUNTY fiscal year must be received, upon at least a
15 30-day written notice to CONTRACTOR.

16 20.4.4.2 The basis for final settlement shall be the actual allowable costs
17 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant
18 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that
19 any overpayment has been made, COUNTY may offset the amount of the overpayment against
20 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
21 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing
22 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has
23 been made.

24 21. OVERPAYMENTS

25 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
26 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with
27 any applicable regulations and/or policies in effect during the term of this Agreement, or as
28 established by COUNTY procedure. Any overpayments made by COUNTY which result from a

1 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to
2 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment
3 within thirty (30) days after the date of the final audit findings report and prior to any
4 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected
5 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
6 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
7 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this
8 Paragraph.

9 22. OUTSTANDING DEBT

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

13 23. FINAL REPORT

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

19 24. INDEPENDENT AUDIT

20 24.1 CONTRACTOR shall employ a licensed certified public accountant who shall
21 prepare and file with ADMINISTRATOR an annual organization-wide audit of related
22 expenditures during the term of this Agreement in compliance with the 31 USC 7501 - 7507, as
23 well as its implementing regulations under 2 CFR Part 200, Uniform Administrative
24 Requirements, Cost Principles and Audit Regulations Requirements for Federal Awards. If
25 CONTRACTOR is not subject to the aforementioned regulations for any year covered during the
26 term of this Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent
27 Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in
28 accordance with generally accepted government auditing standards. CONTRACTOR shall

1 cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken
2 within six (6) months after issuance of all audit reports with regard to audit exceptions.

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

12 25. RECORDS, INSPECTIONS, AND AUDITS

13 25.1 Financial Records

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

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

22 25.2 Client Records

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

26 25.2.2 CONTRACTOR shall keep all COUNTY data provided to
27 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the
28 date of final payment under this Agreement, or until all pending COUNTY, State, and federal

1 audits are completed, whichever is later. These records shall be stored in Orange County, unless
2 CONTRACTOR requests and COUNTY provides written approval for the right to store the
3 records in another county. Notwithstanding anything to the contrary, upon termination of this
4 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY
5 in accordance with Subparagraph 40.2 of this Agreement.

6 25.2.3 In the event COUNTY reasonably determines that client records are
7 incomplete or inaccurate after payment has been made, COUNTY shall give written notice to
8 CONTRACTOR specifying the deficiencies, and CONTRACTOR shall have a period of thirty
9 (30) days thereafter to cure such deficiencies. If CONTRACTOR fails to cure such deficiencies
10 within the foregoing 30-day period, then COUNTY may treat such payment as an overpayment
11 within the provisions of this Agreement.

12 25.3 Public Records

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

17 25.4 Inspections and Audits

18 25.4.1 The U.S. Department of Health and Human Services, Comptroller
19 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,
20 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized
21 representatives, shall have access to any books, documents, papers, and records, including medical
22 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement
23 for the purpose of financial monitoring. Further, all the above mentioned persons have the right
24 at all reasonable times to inspect or otherwise evaluate the work performed or being performed
25 under this Agreement and the premises in which it is being performed.

26 25.4.2 CONTRACTOR shall make its books and records available within the
27 borders of Orange County within ten (10) days of receipt of written demand by
28 ADMINISTRATOR.

1 25.4.3 In the event CONTRACTOR does not make available its books and
2 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
3 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
4 obtain CONTRACTOR's books and records.

5 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
6 liability to the State or Federal Government or any agency thereof resulting from any
7 disallowances or other audit exceptions to the extent that such liability is attributable to
8 CONTRACTOR's failure to perform under this Agreement.

9 26. PERSONNEL DISCLOSURE

10 26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services
11 through this Agreement, paid and unpaid, including those identified in Paragraph 14 of Exhibit A
12 (hereinafter referred to as "Personnel").

13 26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
14 Personnel providing services hereunder, including résumés and job applications. Changes to the
15 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
16 and/or job application. The list shall include:

17 26.2.1 Names of all Personnel by title, whose direct services are required to
18 provide the programs described herein;

19 26.2.2 A brief description of the functions of each position and the hours each
20 person works each week, or for part-time Personnel, each day or month, as appropriate;

21 26.2.3 The professional degree, if applicable, and experience required for each
22 position; and

23 26.2.4 The language skill, if applicable, for all Personnel.

24 26.3 Where authorized by law, and in a manner consistent with California Government
25 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
26 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
27 offenses. Information discovered subsequent to the hiring or promotion of any prospective
28 Personnel shall be cause for termination of that employee from the performance of services under

1 this Agreement.

2 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
3 a clearance on the following public websites of the names and dates of birth for all Personnel who
4 will have direct, interactive contact with clients served through this Agreement: U.S. Department
5 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
6 Registry (www.meganslaw.ca.gov).

7 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
8 a criminal record background check on all Personnel who will have direct, interactive contact with
9 clients served through this Agreement. Background checks conducted through the California
10 Department of Justice shall include a check of the California Central Child Abuse Index, when
11 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
12 performance of services under this Agreement.

13 26.6 CONTRACTOR shall ensure that clearances and background checks described in
14 Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing
15 services under this Agreement.

16 26.7 In the event a record is revealed through the processes described in Subparagraphs
17 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
18 Personnel providing services through this Agreement.

19 26.8 CONTRACTOR attests that all Personnel assigned by CONTRACTOR to provide
20 services under this Agreement have satisfactory past work records and/or reference checks
21 indicating their ability to perform the required duties and accept the kind of responsibility
22 anticipated under this Agreement. CONTRACTOR shall maintain records of background
23 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
24 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
25 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
26 are completed, whichever is later, in compliance with all applicable laws.

27 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
28 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any

1 Personnel performing services under this Agreement, when such information becomes known to
2 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
3 provide services under this Agreement and shall provide notice of such determination to
4 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
5 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

6 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
7 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

8 26.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
9 from the performance of services under this Agreement. At the request of COUNTY,
10 CONTRACTOR shall immediately replace said Personnel.

11 26.12 CONTRACTOR shall notify COUNTY within forty-eight (48) hours when
12 Personnel is terminated for cause from working on this Agreement.

13 26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
14 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
15 terms and conditions of this Agreement.

16 27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

17 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
18 that all employees, agents, subcontractors, and all other individuals performing services under this
19 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
20 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
21 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
22 agents, subcontractors, and all other individuals performing services under this Agreement to sign
23 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
24 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
25 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
26 they now exist or as they may hereafter be amended.

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1 28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
2 LAW

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

7 29. CONFIDENTIALITY

8 29.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
9 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
10 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
11 now exist or be hereafter amended. COUNTY acknowledges and agrees that CONTRACTOR is
12 subject to compliance with the requirements of the California Public Records Act Government
13 Code Section 6250 et seq., and that information may be subject to disclosure in the absence of
14 applicable statutory exemptions for such information.

15 29.2 All records and information concerning any and all persons referred to
16 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
17 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
18 individuals performing services under this Agreement. CONTRACTOR shall ensure that all of its
19 employees, agents, subcontractors, and all other individuals, prior to commencing the provision of
20 any such services under this Agreement are (i) informed in writing of the confidential nature of
21 the information and the obligations of this Agreement and are subject to confidentiality duties or
22 obligations to Recipient that are no less restrictive than the terms and conditions of this Agreement,
23 in which case CONTRACTOR shall be responsible for ensuring that said employees agents,
24 subcontractors agree to abide by these confidentiality provisions, or (ii) sign an agreement with
25 CONTRACTOR before commencing the provision of any such services, agreeing to maintain
26 confidentiality pursuant to State and federal law and the terms of this Agreement

27 29.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
28 other individuals performing services under this Agreement of this provision and that any person

1 violating the provisions of said California state law may be guilty of a crime.

2 29.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
3 to the confidentiality requirements of this Agreement.

4 29.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
5 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case law,
6 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
7 hereafter be amended.

8 29.5.1 No access, disclosure, or release of information regarding a child who
9 is the subject of Juvenile Court proceedings shall be permitted except as authorized. If
10 authorization is in doubt, no such information shall be released without the written approval of a
11 Judge of the Juvenile Court.

12 29.5.2 CONTRACTOR must receive prior written approval of the Juvenile
13 Court before allowing any child to be interviewed, photographed, or recorded by any publication
14 or organization, or to appear on any radio, television, or internet broadcast or make any other
15 public appearance. Such approval shall be requested through child's social worker.

16 30. SECURITY

17 30.1 Security Requirements

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

26 30.1.1.1 Storage of confidential paper files that ensures records are
27 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

28 30.1.1.2 Control of access to physical and electronic records to ensure

1 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
2 services.

3 30.1.1.3 Control to prevent unauthorized access and to prevent
4 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

5 30.1.1.4 Firewall protection.

6 30.1.1.5 Use of encryption methods of electronic COUNTY data while
7 in transit from CONTRACTOR networks to external networks, when applicable.

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

14 30.2 Security Breach Notification

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

22 30.2.1.1 Investigate to determine the nature and extent of the Security
23 Breach.

24 30.2.1.2 Contain the incident by taking necessary action, including, but
25 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
26 security.

27 30.2.1.3 Report to COUNTY the nature of the Security Breach, the
28 COUNTY data used or disclosed, the person who made the unauthorized use or received the

1 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
2 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
3 take to prevent future similar unauthorized use or disclosure.

4 30.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
5 determine what actions are necessary in response to the Security Breach and who will perform
6 these actions. Actions may include, but are not limited to: notifications; investigation and
7 remediation costs, including notification of all whose personal information was disclosed; outside
8 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
9 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
10 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
11 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
12 required actions.

13 31. COPYRIGHT ACCESS

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

17 32. WAIVER

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

24 33. SERVICES DURING EMERGENCY AND/OR DISASTER

25 33.1 CONTRACTOR acknowledges that service usage may surge during or after an
26 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
27 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
28 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in

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

6 33.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
7 service delivery in a manner that assists COUNTY in meeting the needs of CLIENTS COUNTY
8 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
9 include, but are not limited to: providing services at different location(s), assigning staff to work
10 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents
11 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and
12 prioritizing services for staff as requested by COUNTY.

13 33.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
14 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.
15 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary
16 expenditures provided during or after an emergency/disaster shall be calculated by the same rates
17 that apply during non-emergency/disaster conditions.

18 34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

19 34.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
20 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
21 commercial advertisement, promotional purposes, announcements, displays, or press releases,
22 without COUNTY's prior written consent is expressly prohibited.

23 34.2 CONTRACTOR may develop and publish information related to this Agreement
24 where all of the following conditions are satisfied:

25 34.2.1 ADMINISTRATOR provides its written approval of the content and
26 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
27 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

28 34.2.2 Unless directed otherwise by ADMINISTRATOR, the information

1 includes a statement that the program, wholly or in part, is funded through County, State, and
2 Federal Government funds.

3 34.2.3 The information does not give the appearance that the COUNTY, its
4 officers, employees, or agencies endorse:

5 34.2.3.1 Any commercial product or service; and

6 34.2.3.2 Any product or service provided by CONTRACTOR, unless
7 approved in writing by ADMINISTRATOR; and

8 34.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter,
9 YouTube, or other publicly available social media sites) to publish information related to this
10 Agreement, CONTRACTOR shall develop social media policies and procedures and have them
11 available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media
12 Use Policy and Procedures as they pertain to any social media developed in support of the services
13 described within this Agreement. The policy is available on the Internet at
14 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

15 35. REPORTS

16 35.1 CONTRACTOR shall provide information deemed necessary by
17 ADMINISTRATOR to complete any State-required reports related to the services provided under
18 this Agreement.

19 35.2 CONTRACTOR shall maintain records and submit reports containing such data
20 and information regarding the performance of CONTRACTOR's services, costs, or other data
21 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
22 ADMINISTRATOR.

23 36. ENERGY EFFICIENCY STANDARDS

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

26 37. ENVIRONMENTAL PROTECTION STANDARDS

27 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401
28 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and

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

4 37.1 No facility to be utilized in the performance of the proposed grant has been listed
5 on the EPA List of Violating Facilities;

6 37.2 It will notify COUNTY prior to award of the receipt of any communication from
7 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
8 grant is under consideration to be listed on the EPA List of Violating Facilities; and

9 37.3 It will notify COUNTY and EPA about any known violation of the above laws and
10 regulations.

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

13 38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
14 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
15 by the Office of Management and Budget (OMB) and published in the Federal Register dated
16 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
17 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
18 contain, and CONTRACTOR must certify compliance utilizing a form provided by
19 ADMINISTRATOR that cites the following:

20 38.1.1 The definitions and prohibitions contained in the clause at Federal
21 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
22 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
23 B of this certification.

24 38.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
25 knowledge and belief as of December 23, 1989, that

26 38.1.2.1 No federal appropriated funds have been paid or will be paid to
27 any person for influencing or attempting to influence an officer or employee of any agency, a
28 Member of Congress, an officer or employee of Congress, or an employee of a Member of

1 Congress on his or her behalf in connection with the awarding of any federal contract, the making
2 of any federal grant, the making of any federal loan, the entering into of any cooperative
3 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
4 contract, grant, loan or cooperative agreement;

5 38.1.2.2 If any funds other than federal appropriated funds (including
6 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
7 person for influencing or attempting to influence an officer or employee of any agency, a Member
8 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
9 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
10 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
11 and

12 38.1.2.3 He or she will include the language of this certification in all
13 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
14 \$100,000 shall certify and disclose accordingly.

15 38.1.3 Submission of this certification and disclosure is a prerequisite for
16 making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who
17 makes an expenditure prohibited under this provision or who fails to file or amend the disclosure
18 form to be filed or amended by this provision, shall be subject to a civil penalty of not less than
19 \$10,000, and not more than \$100,000, for each such failure.

20 39. POLITICAL ACTIVITY

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

24 40. TERMINATION PROVISIONS

25 40.1 Either party may terminate this Agreement without penalty, immediately with
26 cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
27 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
28 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of

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

6 40.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
7 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
8 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
9 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
10 parties. During the Transition Period, service and data access shall continue to be made available
11 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
12 transitioning all data in the format determined by COUNTY.

13 40.3 In the event of termination of this Agreement, cessation of business by
14 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
15 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
16 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
17 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
18 Agreement.

19 40.4 The obligations of COUNTY under this Agreement are contingent upon the
20 availability of federal and/or State funds, as applicable, for the reimbursement of
21 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
22 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
23 remains in effect or operation. In the event that such funding is terminated or reduced,
24 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
25 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
26 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
27 notification of such determination. CONTRACTOR shall immediately comply with
28 ADMINISTRATOR's decision; provided, however, that CONTRACTOR may terminate this

1 Agreement upon written notice to COUNTY if COUNTY determines to reduce COUNTY's
2 maximum obligation or modify this Agreement.

3 40.5 If any term, covenant, condition, or provision of this Agreement or the application
4 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
5 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
6 thereby.

7 41. GOVERNING LAW AND VENUE

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

15 42. THE REGENTS

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

26 (a) All obligations of The Regents under this Agreement shall be limited to The
27 Regents as and when acting solely on behalf of or with respect to the UCIH Parties, and shall in
28

1 no way obligate, be binding on or restrict the business or operating activities of any of the Excluded
2 UC Affiliates; and

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

5 43. SIGNATURE IN COUNTERPARTS

6 43.1 The parties agree that separate copies of this Agreement may be signed by each of
7 the parties, and this Agreement will have the same force and effect as if the original had been
8 signed by all the parties.

9 43.2 CONTRACTOR represents and warrants that the person executing this Agreement
10 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
11 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
12 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

13 ///

14 ///

15 ///

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

3
4 By: 

5 NASIM AFSAR, M.D., MBA
6 CHIEF OPERATING OFFICER
7 FOR AMBULATORY CARE

8 THE REGENTS OF THE UNIVERSITY
9 OF CALIFORNIA, AS DESCRIBED IN
10 ARTICLE IX, SECTION 9 OF THE
11 CALIFORNIA CONSTITUTION, ON
12 BEHALF OF UCI UNIVERSITY
13 PHYSICIANS & SURGEONS AND UCI
14 DEPARTMENT OF PSYCHIATRY

By: _____

CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

15 Dated: 5/13/2020

Dated: _____

16
17 SIGNED AND CERTIFIED THAT A COPY OF THIS
18 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
19 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
20 ATTEST:

21 _____
22 ROBIN STIELER
23 Clerk of the Board
24 Orange County, California

25 APPROVED AS TO FORM
26 COUNTY COUNSEL
27 COUNTY OF ORANGE, CALIFORNIA

28 By: 
DEPUTY

Dated: 05/15/20

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND

7 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE
8 IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UCI
9 UNIVERSITY PHYSICIANS & SURGEONS AND UCI DEPARTMENT OF PSYCHIATRY
10 FOR THE PROVISION OF
11 SEXUAL ABUSE COUNSELING SERVICES
12

13 1. POPULATION TO BE SERVED

14 1.1 CONTRACTOR shall provide services to individuals (“CLIENTS”) and families
15 (“FAMILY” or “FAMILIES”) referred by the Social Services Agency (SSA). Families include
16 persons SSA determines to be families with children, ages birth (0) through seventeen (17) years,
17 or Non-Minor Dependents (NMDs) who are at risk of, or have a history of, sexual abuse and/or
18 maltreatment, including victims of Commercial Sexual Exploitation and children identified as high
19 risk for Commercial Sexual Exploitation (CSEC).

20 1.2 CONTRACTOR shall render individual, family/conjoint, and/or group sexual
21 abuse counseling services to the following:

22 1.2.1 The victim;

23 1.2.2 The sibling(s);

24 1.2.3 The non-offending parent;

25 1.2.4 The caregiver;

26 1.2.5 The perpetrator who lives in the same home as the victim; and

27 1.2.6 The perpetrator who does not live in the same home as the victim but

28 SSA services are mandated.

1 1.3 FAMILIES may have had allegations substantiated and are under the jurisdiction
2 by Juvenile Court and may be involved in criminal proceedings.

3 1.4 Some FAMILIES may be working with Children and Family Services (CFS) on a
4 voluntary basis.

5 2. WORKLOAD STANDARDS

6 2.1 For purposes of this Agreement, CONTRACTOR and ADMINISTRATOR agree
7 to the following:

8 2.1.1 Each person served shall be counted as one (1) CLIENT; and each hour
9 of in-office individual or family/conjoint counseling shall be counted as one (1) service hour
10 regardless of the number of CLIENTS/FAMILIES being served.

11 2.1.2 Each hour of group counseling provided shall be counted as one (1)
12 service hour regardless of how many CLIENTS/FAMILIES are being served.

13 2.1.3 Individual and group counseling shall be provided only to referred
14 CLIENTS. Family/conjoint counseling must have at least one (1) referred CLIENT in each
15 counseling session.

16 2.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify
17 workload standards as set forth in this Paragraph and as authorized by COUNTY, without reducing
18 the level of service to be provided by CONTRACTOR.

19 3. HOURS OF OPERATION

20 3.1 CONTRACTOR shall provide services during hours that are responsive to the
21 needs of the target population(s) as determined by ADMINISTRATOR. At a minimum,
22 CONTRACTOR shall provide services Monday through Friday, from 10:00 a.m. to 8:00 p.m., and
23 Saturday from 9:00 a.m. to 2:00 p.m. except COUNTY holidays as established by the Orange
24 County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted
25 services on holidays, whenever possible.

26 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule
27 which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday,
28 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,

1 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall
2 obtain prior written approval from ADMINISTRATOR for any all-day closure outside of
3 COUNTY's holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit A. Any
4 unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph
5 19, and shall not be reimbursed.

6 4. SERVICES

7 4.1 Counseling sessions:

8 4.1.1 CONTRACTOR shall provide individual and/or family/conjoint
9 counseling services for up to twenty-six (26) consecutive weekly sessions, immediately following
10 and not including the intake assessment (hereinafter referred to as "intake") or as otherwise
11 designated by SSA.

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

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

19 4.1.4 CONTRACTOR may submit an extension request to provide services
20 beyond the twenty-six (26) session service period for up to an additional twenty-six (26) weeks of
21 services, per Subparagraph 7.3 of this Exhibit A.

22 4.2 Services shall be available in English and Spanish, and in Vietnamese as needed.

23 4.3 Only Licensed Clinical Social Workers (LCSW)/Marriage Family Therapists
24 (MFT), Master/Associate Non-Licensed Clinicians, Child Fellows, and Trainee/Interns can
25 provide counseling services under this Agreement (as defined in Paragraph 14 of this Exhibit).

26 4.4 CONTRACTOR shall provide Crisis intervention services and at least one (1) staff
27 member shall be available twenty-four (24) hours per day, seven (7) days per week to provide
28 counseling for CLIENTS/FAMILIES in a mental health crisis that is directed at supporting the

1 CLIENT/FAMILY through the crisis and helping the CLIENT/FAMILY cope with the stressful
2 event that precipitated it.

3 4.5 CONTRACTOR shall provide on-site supervised childcare, as needed, when
4 CLIENTS are receiving in-office services.

5 4.6 Specialized Services

6 CONTRACTOR shall provide expert treatment services for the following:

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

11 4.6.2 CLIENTS and/or FAMILY members with substance abuse, domestic
12 abuse, and/or mental health issues.

13 4.6.3 CONTRACTOR shall use, when clinically appropriate, Evidenced
14 Based Practices, including but not limited to Trauma Focused Cognitive Behavioral Therapy (TF-
15 CBT) to effectively serve CLIENTS. TF-CBT is a component-based treatment model that
16 incorporates trauma-sensitive interventions with cognitive, behavioral, family and humanistic
17 principles and techniques to provide a structure addressing the multi-faceted needs of sexual abuse
18 victims and their families. This model aids families in their recovery from trauma and grief in a
19 time-limited fashion.

20 4.7 Referrals

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

23 4.7.1 Date stamp and provide initial review of all referrals sent by SSA.

24 4.7.2 Contact the assigned social worker and RDM to acknowledge receipt of
25 the referral and to coordinate initiation of services.

26 4.8 Orientation:

27 4.8.1 CONTRACTOR shall develop and implement a procedure for
28 scheduling CLIENT orientation and/or assessment interviews when the assigned social worker

1 calls for an appointment or upon receipt of the referral.

2 4.8.2 CONTRACTOR shall provide an orientation to each adult CLIENT,
3 adult caregiver of a child CLIENT, and/or CLIENTS age twelve (12) and older. The orientation,
4 conducted by a Master/Associate Level, Non-Licensed Clinician shall explain the rules and
5 expectations of the program, including the relationship of the program with SSA, child abuse
6 reporting requirements, description of services provided, emergency procedures, confidentiality,
7 no-show and termination policies, and scheduling of appointments. CONTRACTOR shall give
8 each CLIENT attending orientation an information packet in the CLIENT's primary language,
9 containing all materials covered in the orientation session. Orientation groups shall be limited to
10 twenty (20) CLIENTS per group, unless otherwise approved by ADMINISTRATOR. Orientation
11 sessions must be offered in English and Spanish.

12 4.8.3 Monolingual Vietnamese CLIENT orientation shall be conducted on an
13 individual basis as part of the CLIENT assessment.

14 4.9 Assessment and Treatment Plan:

15 4.9.1 CONTRACTOR shall conduct an intake for all CLIENTS referred to
16 clearly identify the CLIENT's and/or FAMILY's challenges related to being at risk of, or having
17 a history of sexual abuse and/or maltreatment, relevant personal and inter-personal strengths, and
18 a plan for the most effective and efficient course of counseling to address these issues.

19 4.9.2 The intake shall include a social family history, mental status exam,
20 substance abuse evaluation, and an Assessment and Treatment Plan (ATP), for all CLIENTS
21 referred. In addition, a domestic violence evaluation is required. If domestic violence is identified,
22 CONTRACTOR shall develop a safety plan with the CLIENT/FAMILY in accordance with
23 domestic violence protocols.

24 4.9.3 A maximum of three (3) fifty (50) minute intake sessions per
25 CLIENT/FAMILY may be used to complete the social family history, mental status exam,
26 substance abuse evaluation, domestic violence evaluation, and ATP. These sessions shall be
27 independent of any sessions providing counseling services and shall not be included in the count
28 for the maximum number of counseling sessions.

1 4.9.4 The ATP is a written statement containing problem identification and
2 measurable goals in behavioral terms, with the specific interventions to be used during the service
3 period. The ATP should be consistent with the reason(s) for referral. CLIENT's and/or
4 FAMILY's strengths, support systems, resources and needs, and motivation shall be included. The
5 ATP shall be problem/goal focused and outcome oriented, with recommendations for brief-term
6 individual, family/conjoint, and/or group counseling targeting the CLIENT's and/or FAMILY's
7 needs.

8 4.9.4.1 The ATP shall include any scheduled appointments the
9 CLIENT/FAMILY fails to keep (no-shows).

10 4.9.4.2 The ATP is due to, and shall be provided to, RDM within thirty
11 (30) calendar days of the first intake/assessment session.

12 4.9.4.3 Goals included on the ATP shall be consistent with the goals
13 identified in the referral from the assigned social worker.

14 4.9.5 CONTRACTOR shall conduct additional assessments as deemed
15 necessary by ADMMINISTRATOR.

16 4.10 Revised Assessment and Treatment Plan:

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

21 4.11 Service Requirements:

22 4.11.1 At a minimum, CONTRACTOR shall hold a monthly staff meeting to
23 coordinate individual and/or any other treatment services being provided. The assigned social
24 worker shall be notified three (3) weeks in advance and shall be invited to participate in these
25 meetings.

26 4.11.2 CONTRACTOR shall commence individual, family/conjoint, and/or
27 group counseling, as deemed appropriate by the assessment, within five (5) business days
28 following completion of the ATP.

1 4.11.3 CONTRACTOR shall use appropriate service delivery strategies to
2 effectively serve parents with substance abuse, mental health, and/or domestic abuse issues.

3 4.11.4 CONTRACTOR shall use its best efforts to maintain the assignment of
4 the same staff to a particular CLIENT/FAMILY in order to establish trust and preserve continuity
5 for the CLIENT/FAMILY.

6 4.11.5 Services shall be outcome driven and identify indicators that accurately
7 reflect progress toward the stated service delivery goals. The CLIENT's/FAMILY's gains (or lack
8 thereof) after intervention shall be measured, and changes in the CLIENT/FAMILY over the
9 course of the service period shall be described in Monthly Progress Reports (both telephonic and
10 paper) and the Termination Report, per Subparagraphs 4.14, 10.3 and 10.4 of this Exhibit A.

11 4.12 Individual and Family/Conjoint Counseling:

12 4.12.1 In individual counseling, the same therapist providing services to the
13 adults shall not see children in the FAMILY. Once child(ren) moves into FAMILY counseling,
14 the same therapist providing services to the FAMILY may render individual counseling sessions
15 to assist any members of the FAMILY as deemed necessary.

16 4.12.2 The perpetrator shall not be seen by the same therapist providing
17 services to the victim(s) in the FAMILY, and shall not receive services on the same days as the
18 victims, siblings, and/or the non-offending parent.

19 4.12.3 A child perpetrator who resides with the victim(s) may be scheduled for
20 services on the same day as the victim(s) and/or the non-offending parent.

21 4.13 Group Counseling:

22 4.13.1 Group modules shall be at a minimum of twelve (12) weeks, up to
23 twenty (20) weeks maximum in duration, and consist of a maximum of twelve (12) clients. A
24 CLIENT may attend more than one (1) group.

25 4.13.1.1 Group counseling shall be provided in English and Spanish, and
26 Vietnamese as needed.

27 4.13.1.2 Group counseling shall be led by a Master/Associate Level,
28 Non-Licensed Clinician. Groups of seven (7) CLIENTS or less require only one (1)

1 Master/Associate Level, Non-Licensed Clinician. Groups of eight (8) to twelve (12) CLIENTS
2 shall be co-led by two (2) Master/Associate Level, Non-Licensed Clinicians.

3 4.13.1.3 Group counseling shall be divided into perpetrator groups, non-
4 offending parent groups, latency age victim groups, adolescent victim groups, parenting groups,
5 behavioral skills groups, non-offending men's groups, multiple family groups, sexual education
6 groups for mothers and daughters, commercially sexually exploited group and substance abuse
7 groups. Any exceptions must be approved in advance by ADMINISTRATOR.

8 4.13.2 Family/conjoint counseling shall be utilized as a direct method to
9 identify and modify the dysfunctional interaction problems that underlie sexual abuse. The
10 primary goal shall be to restructure the family by altering its hierarchies, systems, and boundaries.
11 Restructuring techniques include joining, accommodating, enactment, and retraining.

12 4.13.3 The same therapist providing services to the adults in family/conjoint
13 counseling may also see children in the family.

14 4.14 Case Management:

15 Case consultation with the assigned social worker or Supervisor (if assigned social
16 worker is unavailable) shall occur monthly, by telephone conversation, to discuss progress and
17 concerns of CLIENTS/FAMILIES, and any social worker concerns.

18 4.15 Community Resource Linkage:

19 CONTRACTOR shall capitalize on opportunities to provide integrated,
20 coordinated, and easily accessible resources by linking CLIENT/FAMILY to them, and
21 familiarizing CLIENT/FAMILY with the closest Family Resource Center, if one is located in
22 CLIENT'S/FAMILY'S area. CONTRACTOR shall also teach CLIENT/FAMILY how to
23 independently obtain assistance and/or services through community resources, and will follow up
24 to find out if the linkage was successful.

25 4.16 Medication and Psychiatric Services:

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

1 5. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

2 5.1 SSA, in partnership with community agencies, has embraced a model of
3 community-based, family driven, collaborative service delivery. In keeping with these practices,
4 SSA has adopted a nationally recognized model to frame outcomes and evaluation. Developed by
5 the Center for the Study of Social Policy, the Strengthening Families model identifies Five
6 Protective Factors that have been identified in preventing the risk of child abuse and neglect.

7 5.2 CONTRACTOR shall incorporate the applicable Five Protective Factors into their
8 counseling program for CLIENTS/FAMILIES. The Protective Factors are:

9 5.2.1 Social Connections: Isolated families lead to a higher risk of child
10 abuse. Families need to build trusting relationships and connect with others to strengthen parenting
11 skills and decrease risk of abuse.

12 5.2.2 Knowledge of Parenting and Child Development: This leads to
13 appropriate expectations and the use of more developmentally appropriate guidance techniques.

14 5.2.3 Social and Emotional Competence of Children: Children who are
15 educated about identifying feelings, empathizing with others, sharing emotions appropriately, and
16 problem-solving, have more positive interactions with others.

17 5.2.4 Concrete Support in Times of Need: Immediate support and resources
18 should be provided when a family is in crisis.

19 5.2.5 Parental Resilience: This involves bouncing back from difficulties, i.e.
20 recognizing challenges/feelings in difficult times, and the ability to have hope, problem-solve, and
21 take action.

22 5.3 Pre- and Post-Tests

23 5.3.1 CONTRACTOR shall provide a pre-test and post-test survey, provided
24 by ADMINISTRATOR, to parents. Survey results shall demonstrate a statistically significant
25 improvement in Parental Resilience and Concrete Support in Times of Need, as described in
26 Subparagraph 5.2.4 and 5.2.5 above.

27 5.3.2 CONTRACTOR shall provide a pre and post-test survey provided by
28 ADMINISTRATOR to children. Survey results shall demonstrate a statistically significant

1 improvement in Social-Emotional Competence of Children, as described in Subparagraph 5.2.3
2 above.

3 5.3.3 CONTRACTOR shall conduct pre-test during the intake interview and
4 post-test during the termination session.

5 5.3.4 CONTRACTOR shall submit pre-tests and post-tests to
6 ADMINISTRATOR within fifteen (15) calendar days of termination of services along with the
7 completed Termination Report.

8 5.4 Outcomes:

9 5.4.1 CONTRACTOR shall accept one hundred percent (100%) of referrals
10 sent by SSA that meet CONTRACTOR's safety and suitability criteria.

11 5.4.2 CONTRACTOR shall contact one hundred percent (100%) of
12 CLIENTS referred by SSA within five (5) business days of receipt of the referral that meet
13 CONTRACTOR'S safety and suitability criteria to schedule intake appointment.

14 6. STAFF TRAINING AND SUPERVISION

15 6.1 CONTRACTOR shall provide in-service training for Master/Associate Level, Non-
16 Licensed Clinicians and Trainees/Interns, to include the following:

17 6.1.1 Initial six (6) hours training course on child abuse and an initial six (6)
18 hours training course on spousal/partner abuse/domestic violence within six (6) months of hire
19 date.

20 6.1.2 Six (6) hours refresher training course on spousal/partner
21 abuse/domestic violence issues within three (3) years of completing the initial training courses
22 referenced in Subparagraph 6.1.1 of this Exhibit A.

23 6.1.3 Program Director and key direct service staff shall attend an SSA
24 training on CFS policies and procedures as requested by ADMINISTRATOR.

25 6.1.4 The Program Director shall provide a minimum of one (1) hour of
26 individual supervision per week and two (2) hours of group supervision per month to all direct
27 service staff.

28 ///

1 6.2 CONTRACTOR staff shall be required to attend COUNTY sponsored training, as
2 requested by ADMINISTRATOR.

3 7. ADDITIONAL CONTRACTOR RESPONSIBILITIES

4 CONTRACTOR agrees to:

5 7.1 Appear and testify at Juvenile Court hearings, when requested by SSA.

6 7.2 Special Incident Report Requirements:

7 7.2.1 CONTRACTOR shall make telephone contact with the assigned social
8 worker, the assigned social worker's supervisor, or the CFS Officer of the Day immediately in the
9 event of any incident of unusual, aggressive, or high-risk behavior by a CLIENT or FAMILY, or
10 if there are any injuries suffered by any party (CONTRACTOR's staff, or others) in the delivery
11 of services to a CLIENT/FAMILY.

12 7.2.2 CONTRACTOR shall document the incident by completing the Special
13 Incident Report form provided by SSA. CONTRACTOR shall submit the Special Incident Report
14 to both RDM Liaison and ADMINISTRATOR within one (1) business day of the incident and
15 shall place a copy in the FAMILY's case file.

16 7.3 Extension Request Requirements:

17 7.3.1 Request and obtain prior written approval from RDM for any extension
18 of services (Individual, Family, or Group counseling) beyond the defined service period of twenty-
19 six (26) sessions, and in a form approved by ADMINISTRATOR. Extensions are only permitted
20 for open CFS cases.

21 7.3.2 Submit extension request to RDM at least thirty (30) calendar days in
22 advance of the originally scheduled service termination date that includes treatment goals
23 justifying the service extension.

24 7.3.3 CONTRACTOR understands that continuing services beyond the
25 specified service period without a written approved extension request on file will result in
26 CONTRACTOR incurring upon itself all fiscal obligations related to those services.
27 CONTRACTOR shall be responsible for documenting and tracking all dates of services, including
28 start and end dates.

1 7.4 No-Show Policy:

2 7.4.1 CONTRACTOR shall send written notification of missed appointments
3 (no-shows) to CLIENT, and a copy to the assigned social worker within two (2) business days,
4 unless the CLIENT called at least twenty-four (24) hours in advance of a scheduled appointment
5 (including Orientation, intake or counseling session) and reschedules within the same week. An
6 appointment that is rescheduled at least twenty-four (24) hours in advance does not count as a no-
7 show.

8 7.4.2 The assigned social worker shall be informed within two (2) business
9 days, by telephone, if any of the following occur:

10 7.4.2.1 CLIENT/FAMILY fails to appear for the scheduled orientation,
11 assessment, or counseling appointment. CONTRACTOR shall provide the assigned social worker
12 with the date of the rescheduled appointment.

13 7.4.2.2 CLIENT/FAMILY fails to appear for a total of three (3)
14 appointments during the service period, including orientation, intake assessment or counseling
15 appointment and is, therefore, terminated from further services in accordance with Subparagraph
16 7.5 below.

17 7.5 Terminate the CLIENT and/or FAMILY within ten (10) business days after the
18 third no-show, if the assigned social worker does not return the call to request that the
19 CLIENT/FAMILY be reinstated within the ten (10) day period. A CLIENT/FAMILY may be
20 reinstated only once during the service period, except in situations where a CLIENT/FAMILY has
21 a court-ordered case plan for services. In such cases, CONTRACTOR shall schedule the reinstated
22 CLIENT/FAMILY in the next available service slot.

23 7.6 CONTRACTOR may, with written authorization from ADMINISTRATOR,
24 modify the no-show policy to allow the CLIENT/FAMILY to start the no-show count after the
25 orientation session(s) are completed. A CLIENT/FAMILY thereafter with three (3) no-shows
26 shall be terminated. Closed cases are not eligible for reinstatement.

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1 8. FACILITIES

2 8.1 Administrative services under this Agreement shall be provided at:

3 1835 Orangewood Avenue, Suite 104

4 Orange, CA 92668

5 8.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the
6 facility(ies) and location(s) where services shall be provided without changing COUNTY's
7 maximum obligation.

8 9. FAMILY CASE RECORDS

9 CONTRACTOR shall maintain case records on each CLIENT/FAMILY which shall
10 include, but not be limited to:

11 9.1 CLIENT's/FAMILY's name, address, phone number, employment information;

12 9.2 Names, birth dates and sex of all FAMILY members;

13 9.3 Other persons in the home and their relationship to the CLIENT/FAMILY;

14 9.4 Referral Form and any referral documentation provided by;

15 9.5 Assessment and Treatment Plan;

16 9.6 Pre- and Post-Test;

17 9.7 Monthly Progress Report;

18 9.8 Revised Assessment and Treatment Plan, if applicable;

19 9.9 Termination Report;

20 9.10 Social and Family histories;

21 9.11 Case notes;

22 9.12 Copy(ies) of no show letter(s);

23 9.13 Supervisory review notes;

24 9.14 Case staffing;

25 9.15 Referrals to community resources and follow up documentation;

26 9.16 Fee assessment/financial information forms; and

27 9.17 Authorization to release information between ADMINISTRATOR and
28 CONTRACTOR.

1 10. REPORTS

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

4 10.1 Assessment and Treatment Plan, as described in Subparagraph 4.9 of this Exhibit
5 A, to RDM within thirty (30) days of first intake session.

6 10.2 Revised Assessment and Treatment Plan, as described in Subparagraph 4.10 of this
7 Exhibit A, to RDM, within two (2) business days of completion.

8 10.3 Monthly Progress Report by the 10th day of each month for each CLIENT served
9 during the preceding month. Monthly Progress Reports are not required in months an ATP,
10 Revised ATP or Termination Report are completed. The Monthly Progress Report shall be
11 submitted directly to the assigned social worker and shall include, but not be limited to:

12 10.3.1 All contacts made with CLIENT/FAMILY, assigned social worker, and
13 collateral sources during the month;

14 10.3.2 All appointments CLIENT/FAMILY failed to attend during the month;

15 10.3.3 CLIENT's/FAMILY's progress during the month in meeting goals and
16 objectives outlined in the ATP; and

17 10.3.4 All community resources/referrals given by CONTRACTOR to
18 CLIENT/FAMILY during the month.

19 10.4 Termination Report Shall be submitted within fifteen (15) calendar days of
20 termination of services, in a format approved by ADMINISTRATOR, a Termination Report for
21 each CLIENT/FAMILY terminating service during the preceding month. This report shall be
22 submitted to the RDM for processing and shall include, but not be limited to:

23 10.4.1 All information required on the Monthly Progress Report identified in
24 Subparagraph 10.3 of this Exhibit A;

25 10.4.2 All community resources/referrals given by CONTRACTOR to
26 CLIENT/FAMILY for follow-up services;

27 10.4.3 Identified issues for the assigned social worker regarding the
28 CLIENT'S/FAMILY'S needs; and

1 10.4.4 The reason services were terminated.

2 10.5 Reports on Closed CFS Cases:

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

5 10.6 Workload Standards Report Shall be submitted to ADMINISTRATOR by the 10th
6 day of each month for services provided in the preceding month. The report shall include, but not
7 be limited to, the following:

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

10 10.6.2 Number of hours of direct services provided per treatment modality;

11 10.6.3 Number of hours provided for orientations and intakes;

12 10.6.4 Number of English, Spanish, and Vietnamese speaking
13 CLIENTS/FAMILIES served;

14 10.6.5 Number of collateral service hours provided;

15 10.6.6 Number of hours staff spent on preparation and participation in Family
16 Team Meetings;

17 10.6.7 Number of Family Team Meetings attended;

18 10.6.8 Number of hours spent testifying at Orange County Juvenile Court;

19 10.6.9 Number of active cases at the end of the month;

20 10.6.10 Number of cases closed during the month; and

21 10.6.11 Number of English, Spanish, and Vietnamese speaking
22 CLIENTS/FAMILIES on waiting list and date of next anticipated opening.

23 10.7 If requested by CLIENT/FAMILY, on a separate form approved by
24 ADMINISTRATOR, provide CLIENT/FAMILY with the number of direct service hours received
25 monthly;

26 10.8 Any additional information regarding the program's progress shall be prepared in
27 a format approved by ADMINISTRATOR. ADMINISTRATOR may add, delete, waive or
28 otherwise modify individual reporting requirements as stated in this Paragraph.

1 11. UTILIZATION REVIEW

2 11.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually
3 to review and evaluate a random selection of family case records. The review may include, but is
4 not limited to, an evaluation of the necessity and appropriateness of services provided and length
5 of services. CLIENT/FAMILY cases to be reviewed shall be randomly selected by
6 ADMINISTRATOR and may include both open and closed cases.

7 11.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S
8 facility referenced in Paragraph 8 of this Exhibit A, with date and time determined at
9 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback
10 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take
11 corrective action accordingly.

12 11.3 Case Review Conference: CONTRACTOR shall conduct monthly Case Review
13 Conferences (CRCs) in which direct service staff will present selected SSA cases for discussion.
14 Topics to be discussed may include family dynamics, family genogram, case challenges,
15 successful service delivery strategies, resources utilized, and outcomes. ADMINISTRATOR and
16 RDM Liaison may attend CRCs on a quarterly basis to provide consultation and assistance in
17 monitoring and determining the focus of programmatic services. CONTRACTOR shall notify the
18 SSA social worker(s) of the cases to be discussed at the CRC at least two (2) weeks in advance of
19 the scheduled meeting to afford the social worker an opportunity to participate.

20 12. MEETINGS

21 12.1 CONTRACTOR shall attend Contractors' Forums and/or other meetings as
22 requested by ADMINISTRATOR.

23 12.2 Child and Family Team Meetings:

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

28 ////

13. BUDGET

13.1 The annual budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

LINE ITEMS:**BUDGET FOR PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021**LINE ITEMSSALARIES AND EMPLOYEE BENEFITS:

	<u>Position</u> <u>Type</u> ⁽¹⁾	<u>Maximum</u> <u>Hourly</u> <u>Rate</u> ⁽²⁾	<u>FTEs</u> ⁽³⁾	<u>Amount</u>
Medical Director Gift-In-Kind	A	162.13	0.06	\$20,233
Program Director Gift-In-Kind	A	45.23	0.25	\$23,519
Administrator Gift-In-Kind	A	108.12	0.125	\$28,112
Medical Director	A	162.13	0.02	\$6,745
Program Director	D	45.23	0.475	\$44,685
Master/Associate (Bilingual)	D	36.15	1.80	\$135,342
Master/Associate (Bilingual)	D	41.04	1.00	\$85,372
Master/Associate	D	34.91	2.00	\$145,771
LCSW/MFT	D	41.88	0.80	\$69,690
Child Fellow	D	38.17	0.50	\$39,695
Administrative Assistant	A	21.79	1.00	<u>\$39,654</u>
				GIFT - IN - KIND - SALARY - TOTAL
				\$71,864
				NON - GIFT - IN - KIND - SALARY - TOTAL
				<u>\$566,954</u>
				TOTAL SALARY
				\$638,818
				Benefits ⁽⁴⁾
				\$248,506
				Gift-In-Kind-Benefits ⁽⁴⁾
				<u>\$31,742</u>
				TOTAL SALARIES AND BENEFITS
				\$919,066

SERVICES & PROGRAM EXPENSES⁽⁵⁾

Equipment Gift-In-Kind				\$1,000
SUBTOTAL SERVICES AND PROGRAM EXPENSES				<u>\$78,953</u>
TOTAL SERVICES AND PROGRAM EXPENSES				<u>\$79,953</u>
				GRAND TOTAL
				\$999,019
				Total Gift-In-Kind Match ⁽⁵⁾
				<u>(\$104,606)</u>
				TOTAL ANNUAL BUDGET
				\$894,413

BUDGET FOR PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022LINE ITEMSSALARIES AND EMPLOYEE BENEFITS:

	<u>Position Type⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
Medical Director Gift-In-Kind	A	170.23	0.06	\$21,245
Program Director Gift-In-Kind	A	47.49	0.25	\$24,695
Administrator Gift-In-Kind	A	113.53	0.125	\$29,517
Medical Director	A	170.23	0.02	\$7,082
Program Director	D	47.49	0.475	\$46,919
Master/Associate (Bilingual)	D	37.69	1.80	\$142,109
Master/Associate (Bilingual)	D	43.10	1.00	\$89,640
Master/Associate	D	34.91	2.00	\$145,771
LCSW/MFT	D	43.98	0.80	\$73,175
Child Fellow	D	40.08	0.50	\$41,680
Administrative Assistant	A	22.88	1.00	<u>\$41,637</u>
				GIFT - IN - KIND - SALARY - TOTAL
				<u>\$75,457</u>
				NON - GIFT - IN - KIND - SALARY - TOTAL
				<u>\$588,013</u>
				TOTAL SALARY
				<u>\$663,470</u>
				Benefits ⁽⁴⁾
				<u>\$257,807</u>
				Gift-In-Kind-Benefits ⁽⁴⁾
				<u>\$33,329</u>
				TOTAL SALARIES AND BENEFITS
				<u>\$954,606</u>

SERVICES & PROGRAM EXPENSES⁽⁵⁾

Equipment Gift-In-Kind				\$1,000
SUBTOTAL SERVICES AND PROGRAM EXPENSES				<u>\$82,877</u>
TOTAL SERVICES AND PROGRAM EXPENSES				<u>\$83,877</u>
				GRAND TOTAL
				\$1,038,483
				Total Gift-In-Kind Match
				<u>(\$109,786)</u>
				TOTAL ANNUAL BUDGET
				<u>\$928,697</u>

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

	<u>Position Type⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
Medical Director Gift-In-Kind	A	178.74	0.06	\$22,307

1	Program Director Gift-In-Kind	A	49.86	0.25	\$25,929
2	Administrator Gift-In-Kind	A	119.20	0.125	\$30,993
3	Medical Director	A	178.74	0.02	\$7,436
4	Program Director	D	49.86	0.475	\$49,265
5	Master/Associate (Bilingual)	D	39.85	1.80	\$149,215
6	Master/Associate (Bilingual)	D	45.25	1.00	\$94,122
7	Master/Associate	D	34.91	2.00	\$145,771
8	LCSW/MFT	D	46.17	0.80	\$76,834
9	Child Fellow	D	42.08	0.50	\$43,764
10	Administrative Assistant	A	24.02	1.00	<u>\$43,719</u>
11					GIFT - IN - KIND - SALARY - TOTAL \$79,229
12					NON - GIFT - IN - KIND - SALARY - TOTAL <u>\$610,126</u>
13					TOTAL SALARY \$689,355
14					Benefits ⁽⁴⁾ \$267,574
15					Gift-In-Kind-Benefits ⁽⁴⁾ <u>\$34,995</u>
16					TOTAL SALARIES AND BENEFITS \$991,924
17	<u>SERVICES & PROGRAM EXPENSES⁽⁵⁾</u>				
18	Equipment Gift-In-Kind				\$1,000
19	SUBTOTAL SERVICES AND PROGRAM EXPENSES				<u>\$86,996</u>
20	TOTAL SERVICES AND PROGRAM EXPENSES				<u>\$87,996</u>
21					GRAND TOTAL \$1,079,920
22					Total Gift-In-Kind Match <u>(\$115,224)</u>
23					TOTAL ANNUAL BUDGET \$964,696

(1) Position Types are classified as "D" for Direct or "A" for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face to-face service to CLIENTS and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.

(2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this

1 Agreement, regardless of the number of hours actually worked.

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

4 (4) Employee Benefits include contributions to 401k or retirement plans; health insurance;
5 dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA,
6 Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based
7 on the currently prevailing rates; and expense for accrued vacation time payout, for a separated
8 employee, limited to the actual vacation time accrued during the fiscal year in which the expense
9 is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall
10 benefit rate shall not exceed forty-four percent (44%) of total salaries claimed.

11 (5) Services and Program Expenses include costs related to child care, toys, training, phones,
12 pagers, Office of Information Technology, internet, computers, off site secure file storage, rent,
13 office furniture, supplies, printing, water services, and gift in-kind equipment. Rent line item will
14 not be allowed to be increased via a budget modification unless COUNTY deems necessary.

15 13.2 Expenses for extra pay, including, but not limited, to, overtime, stipends, bonuses,
16 staff incentives, severance pay, etc., shall not be eligible for reimbursement under this Agreement
17 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an
18 exception and may be approved, on a case-by-case basis, at the sole discretion of
19 ADMINISTRATOR.

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

26 13.3.1 Under no circumstances shall funds unspent in one (1) fiscal year carry
27 over to another fiscal year.

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1 13.4 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
2 notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE
3 positions without changing COUNTY's maximum obligation as stated in Subparagraph 20.1 of
4 this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in
5 accordance with Subparagraph 40.4 of this Agreement, in the event ADMINISTRATOR reduces
6 the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and
7 ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as
8 set forth in this Exhibit.

9 14. STAFF

10 CONTRACTOR shall provide the following described staff positions:

11 14.1 Trainee/Intern

12 Duties:

13 14.1.1 Provide comprehensive assessments, individual, family/conjoint, and or
14 group counseling addressing the needs of CLIENTS and FAMILIES dealing with the problems of
15 sexual abuse of children in particular psycho-education of risk factors and safety.

16 Qualifications:

17 14.1.2 Enrollment in a Master's degree program in social work (MSW), MFT,
18 or counseling/psychology (Licensed Professional Clinical Counselor/MA in Counseling) from an
19 accredited school, and current enrollment in a school practicum course. Program will provide
20 training in the area of child sexual abuse.

21 14.2 Administrative Assistant

22 Duties:

23 14.2.1 Responsible for telephone calls and reception duties, setting up client
24 charts, chart review, billing, forms coordination, typing, and report processing.

25 Qualifications:

26 14.2.2 Minimum of High School diploma or General Educational
27 Development (GED), and six (6) months' experience working in an office environment; and

28 14.2.3 Be detail-oriented; ability to work independently with several

1 supervisors; ability to communicate effectively with people in distress, both in person and on the
2 telephone; and ability to maintain strict confidentiality.

3 14.3 Administrator

4 Duties:

5 14.3.1 Provide overall administrative supervision to the staff; serve as a liaison
6 to COUNTY; and responsible for contract compliance.

7 Qualifications:

8 14.3.2 Bachelor's degree with experience in governmental contract
9 administration and proposal authorship; and strong organizational skills.

10 14.4 Child Fellow

11 Duties:

12 14.4.1 Psychiatric evaluation of children and adults. Conduct Individual,
13 family/conjoint, and group counseling.

14 Qualifications:

15 14.4.2 Licensed medical doctor, with at least two (2) years post-doctoral
16 residency training in psychiatry.

17 14.5 LCSW/MFT

18 Duties:

19 14.5.1 Provide psychosocial assessments, individual, family/conjoint, and
20 group counseling addressing the needs of CLIENTS and FAMILIES dealing with the problems of
21 sexual abuse of children.

22 Qualifications:

23 14.5.2 Master's degree in social work or counseling/psychology from an
24 accredited school and licensed as a LCSW/MFT, prior experience with the outpatient treatment of
25 children and families, preferably in the area of child sexual abuse.

26 14.6 Medical Director

27 Duties:

28 14.6.1 Provide overall clinical supervision and direction for the program.

1 Provide individual, group, conjoint and family therapy to clients. Maintain case records and forms
2 as required by program policies and procedures. Participate in supervisory and case conferences
3 and interdisciplinary team. Collaborate with COUNTY and other community agencies as
4 necessary.

5 Qualifications:

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

10 14.7 Program Director

11 Duties:

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

17 Qualifications:

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

22 14.8 Master/Associate

23 Duties:

24 14.8.1 Provide psychosocial assessments, individual, family/conjoint, and
25 group counseling addressing the needs of CLIENTS and FAMILIES dealing with the problems of
26 sexual abuse of children.

27 Qualifications:

28 14.8.2 Master's degree in social work, psychology, sociology, or a related

1 field, and experience with the outpatient treatment of children and families in the area of child
2 sexual abuse. Must complete twenty (20) hours of ongoing training per year in child abuse issues.

3 14.9 Requirements for Bilingual Staff Positions:

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

6 14.9.1 All counseling staff are required to have the ability to speak, read, and
7 write in English, as well as in the specified language, (i.e., Spanish or Vietnamese) in which
8 services are to be delivered. Additionally, all direct services staff shall have the ability to complete
9 and prepare clear and concise reports in English.

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